

Exhibits to People's Opposition to Defendant's
Omnibus Motions (Nov. 9, 2023)

PX-1

ORIGINAL

Judge Pauley

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x

UNITED STATES OF AMERICA :

- v. - :

MICHAEL COHEN, :

Defendant. :

----- x

INFORMATION

18 Cr. ____ (WHP)

18 CRIM 602

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#:
DATE FILED: AUG 21 2018

The United States Attorney charges:

BackgroundThe Defendant

1. From in or about 2007 through in or about January 2017, MICHAEL COHEN, the defendant, was an attorney and employee of a Manhattan-based real estate company (the "Company"). COHEN held the title of "Executive Vice President" and "Special Counsel" to the owner of the Company ("Individual-1").

2. In or about January 2017, COHEN left the Company and began holding himself out as the "personal attorney" to Individual-1, who at that point had become the President of the United States.

3. In addition to working for and earning income from the Company, at all times relevant to this Information, MICHAEL COHEN, the defendant, owned taxi medallions in New York City and Chicago worth millions of dollars. COHEN owned these taxi

medallions as investments and leased the medallions to operators who paid COHEN a portion of the operating income.

Tax Evasion Scheme

4. Between tax years 2012 and 2016, MICHAEL COHEN, the defendant, engaged in a scheme to evade income taxes by failing to report more than \$4 million in income, resulting in the avoidance of taxes of more than \$1.4 million due to the IRS.

5. In or about late 2013, MICHAEL COHEN, the defendant, retained an accountant ("Accountant-1") for the purpose of handling COHEN's personal and entity tax returns. After being retained, Accountant-1 filed amended 2011 and 2012 Form 1040 tax returns for COHEN with the Internal Revenue Service ("IRS"). For tax years 2013 through 2016, Accountant-1 prepared individual returns for COHEN and returns for COHEN's medallion and real estate entities. To confirm he had reviewed and approved these returns, both COHEN and his wife signed a Form 8879 for tax years 2013 through 2016, and filed manually for tax year 2012. Each Form 8879 contained an affirmation, "[u]nder penalties of perjury," that COHEN "examined a copy of [his] electronic individual Income tax return and accompanying schedules and statements" and "to the best of [his] knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income [COHEN] received during the tax year."

6. Between 2012 and the end of 2016, MICHAEL COHEN, the defendant, earned more than \$2.4 million in income from a series of personal loans made by COHEN to a taxi operator to whom COHEN leased certain of his Chicago taxi medallions ("Taxi Operator-1"), none of which he disclosed to the IRS.

7. Specifically, in March 2012, pursuant to a loan agreement, Taxi Operator-1 solicited a \$2 million personal loan from MICHAEL COHEN, the defendant, so that Taxi Operator-1 could cover various personal and taxi business-related expenses. On April 28, 2014, Taxi Operator-1 and his wife entered into a new loan agreement with COHEN, increasing the \$2 million loan, the principal of which remained unpaid, to \$5 million. Finally, in 2015, Taxi Operator-1 and his wife entered into an amended loan agreement with COHEN, increasing the principal amount of the loan to \$6 million. Each loan was interest-only, carried an interest rate in excess of 12 percent, and was collateralized by either Chicago taxi medallions or a property in Florida owned by Taxi Operator-1 and his family. COHEN funded the majority of his loans to Taxi Operator-1 from a line of credit with an interest rate of less than 5 percent.

8. For each of the loans, at the direction of MICHAEL COHEN, the defendant, Taxi Operator-1 made the interest payment checks out to COHEN personally, and the checks were deposited in

COHEN's personal bank account, or an account in the name of his wife. COHEN did not provide records that would have allowed Accountant-1 to reasonably identify this income.

9. Pursuant to the terms of the loan agreements between MICHAEL COHEN, the defendant, and Taxi Operator-1, COHEN received more than \$2.4 million in interest payments from Taxi Operator-1 between 2012 and 2016, and reported none of that income to the IRS. COHEN intended to hide the income from the IRS in order to evade taxes.

10. As a further part of the scheme to evade paying income taxes, MICHAEL COHEN, the defendant, also concealed more than \$1.3 million in income he received from another taxi operator to whom COHEN leased certain of his New York medallions ("Taxi Operator-2"). This income took two forms. First, COHEN did not report the substantial majority of a bonus payment of at least \$870,000, which was made by Taxi Operator-2 in or about 2012 to induce COHEN to allow Taxi Operator-2 to operate certain of COHEN's medallions. Second, between 2012 and 2016, COHEN concealed substantial additional taxable income he received from Taxi Operator-2's operation of certain of COHEN's taxi medallions.

11. To ensure the concealment of this additional operator income, MICHAEL COHEN, the defendant, arranged to receive a portion of the medallion income personally, as opposed to having

the income paid to COHEN's medallion entities. Paying the medallion entities would have alerted Accountant-1, who prepared the returns for those entities, to the existence of the income such that it would have been included on COHEN's tax returns.

12. As a further part of his scheme to evade taxes, MICHAEL COHEN, the defendant, also hid the following additional sources of income from Accountant-1 and the IRS:

a. A \$100,000 payment received, in 2014, for brokering the sale of a piece of property in a private aviation community in Ocala, Florida.

b. Approximately \$30,000 in profit made, in 2015, for brokering the sale of a Birkin Bag, a highly coveted French handbag that retails for between \$11,900 to \$300,000, depending on the type of leather or animal skin used.

c. More than \$200,000 in consulting income earned in 2016 from an assisted living company purportedly for COHEN's "consulting" on real estate and other projects.

COUNTS 1 THROUGH 5
(Evasion of Assessment of Income Tax Liability)

The United States Attorney further charges:

13. The allegations contained in paragraphs 1 through 12 are repeated and realleged as though fully set forth herein.

14. From on or about January 1 of each of the calendar years set forth below, through the present, in the Southern District of New York and elsewhere, MICHAEL COHEN, the defendant, who during each calendar year set forth below was married, did willfully and knowingly attempt to evade and defeat a substantial part of the income tax due and owing by COHEN and his wife to the United States by various means, including by committing and causing to be committed the following affirmative acts, among others: preparing and causing to be prepared, signing and causing to be signed, and filing and causing to be filed with the IRS, in or about the month of April of each said calendar year, a U.S. Individual Income Tax Return, Form 1040, for each of the calendar years set forth below, on behalf of himself and his wife, which falsely omitted substantial amounts of income in or about the years listed below.

Count	Tax Year	Unreported Income	Tax Loss
1	2012	\$893,750	\$192,188
2	2013	\$499,400	\$299,229
3	2014	\$670,667	\$232,883
4	2015	\$969,616	\$375,390
5	2016	\$1,100,618	\$395,615

(Title 26, United States Code, Section 7201.)

False Statements to a Bank

The United States Attorney further charges:

15. In or about 2010, MICHAEL COHEN, the defendant, through companies he controlled, executed a \$6.4 million promissory note with a bank ("Bank-1"), collateralized by COHEN's taxi medallions and personally guaranteed by COHEN. A year later, in 2011, COHEN personally obtained a \$6 million line of credit from Bank-1 (the "Line of Credit"), also collateralized by his taxi medallions. By February 2013, COHEN had increased the Line of Credit from \$6 million to \$14 million, thereby increasing COHEN's personal medallion liabilities at Bank-1 to more than \$20 million.

16. In or about November 2014, MICHAEL COHEN, the defendant, refinanced his medallion debt at Bank-1 with another bank ("Bank-2"), which shared the debt with a New York-based credit union (the "Credit Union"). The transaction was structured as a package of individual loans to the entities that owned COHEN's New York medallions, personally guaranteed by COHEN. Following the loans' closing, COHEN's medallion debt at Bank-1 was paid off with funds from Bank-2 and the Credit Union, and the Line of Credit with Bank-1 was closed.

17. In or about 2013, in connection with a successful application for a mortgage from another Bank ("Bank-3") for his

Park Avenue condominium (the "2013 Application"), MICHAEL COHEN, the defendant, disclosed only the \$6.4 million medallion loan he had with Bank-1 at the time. As noted above, COHEN also had a larger, \$14 million Line of Credit with Bank-1 secured by his medallions, which COHEN did not disclose in the 2013 Application.

18. In or around February 2015, MICHAEL COHEN, the defendant, in an attempt to secure financing from Bank-3 to purchase a summer home for approximately \$8.5 million, again concealed the \$14 million Line of Credit. Specifically, in connection with this proposed transaction, Bank-3 obtained a 2014 personal financial statement COHEN had provided to Bank-2 while refinancing his medallion debt. Bank-3 questioned COHEN about the \$14 million Line of Credit reflected on that personal financial statement, because COHEN had omitted that debt from the 2013 Application to Bank-3. COHEN misled Bank-3, stating, in substance, that the \$14 million Line of Credit was undrawn and that he would close it. In truth and in fact, COHEN had effectively *overdrawn* the Line of Credit, having swapped it out for a fully drawn, larger group of loans shared by Bank-2 and the Credit Union upon refinancing his medallion debt. When Bank-3 informed COHEN that it would only provide financing if COHEN closed the Line of Credit, COHEN lied again, misleadingly stating in an

email: "The medallion line was closed in the middle of November 2014."

19. In or around December 2015, MICHAEL COHEN, the defendant, contacted Bank-3 to apply for a home equity line of credit ("HELOC"). In so doing, COHEN again significantly understated his medallion debt.

20. Specifically, in the HELOC application, MICHAEL COHEN, the defendant, together with his wife, represented a positive net worth of more than \$40 million, again omitting the \$14 million in medallion debt with Bank-2 and the Credit Union. Because COHEN had previously confirmed in writing to Bank-3 that the \$14 million Line of Credit had been closed, Bank-3 had no reason to question COHEN about the omission of this liability on the HELOC application. In addition, in seeking the HELOC, COHEN substantially and materially understated his monthly expenses to Bank-3 by omitting at least \$70,000 in monthly interest payments due to Bank-2 on the true amount of his medallion debt.

21. In or about April 2016, Bank-3 approved MICHAEL COHEN, the defendant, for a \$500,000 HELOC. By fraudulently concealing truthful information about his financial condition, MICHAEL COHEN, the defendant, obtained a HELOC that Bank-3 would otherwise not have approved.

COUNT 6
(False Statements to a Bank)

The United States Attorney further charges:

22. The allegations contained in paragraphs 1 through 3 and 15 through 21 are repeated and realleged as though fully set forth herein.

23. From at least in or about December 2015 through at least in or about April 2016, in the Southern District of New York and elsewhere, MICHAEL COHEN, the defendant, willfully and knowingly made false statements for the purpose of influencing the action of a financial institution, as defined in Title 18, United States Code, Section 20, upon an application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, loan, or insurance agreement or application for insurance or a guarantee, or any change or extension of any of the same, by renewal, deferment of action or otherwise, or the acceptance, release, or substitution of security therefore, to wit, in connection with an application for a home equity line of credit, COHEN made false statements to Bank-3 about his true financial condition, including about debts for which he was personally liable, and about his cash flow.

(Title 18, United States Code, Sections 1014 and 2.)

Campaign Finance Violations

The United States Attorney further charges:

24. The Federal Election Campaign Act of 1971, as amended, Title 52, United States Code, Section 30101, *et seq.*, (the "Election Act"), regulates the influence of money on politics. At all times relevant to the Information, the Election Act set forth the following limitations, prohibitions, and reporting requirements, which were applicable to MICHAEL COHEN, the defendant, Individual-1, and his campaign:

a. Individual contributions to any presidential candidate, including expenditures coordinated with a candidate or his political committee, were limited to \$2,700 per election, and presidential candidates and their committees were prohibited from accepting contributions from individuals in excess of this limit.

b. Corporations were prohibited from making contributions directly to presidential candidates, including expenditures coordinated with candidates or their committees, and candidates were prohibited from accepting corporate contributions.

25. On or about June 16, 2015, Individual-1 began his presidential campaign. While MICHAEL COHEN, the defendant, continued to work at the Company and did not have a formal title with the campaign, he had a campaign email address and, at various times, advised the campaign, including on matters of interest to

the press, and made televised and media appearances on behalf of the campaign.

26. At all times relevant to this Information, Corporation-1 was a media company that owns, among other things, a popular tabloid magazine ("Magazine-1").

27. In or about August 2015, the Chairman and Chief Executive of Corporation-1 ("Chairman-1"), in coordination with MICHAEL COHEN, the defendant, and one or more members of the campaign, offered to help deal with negative stories about Individual-1's relationships with women by, among other things, assisting the campaign in identifying such stories so they could be purchased and their publication avoided. Chairman-1 agreed to keep COHEN apprised of any such negative stories.

28. Consistent with the agreement described above, Corporation-1 advised MICHAEL COHEN, the defendant, of negative stories during the course of the campaign, and COHEN, with the assistance of Corporation-1, was able to arrange for the purchase of two stories so as to suppress them and prevent them from influencing the election.

29. *First*, in or about June 2016, a model and actress ("Woman-1") began attempting to sell her story of her alleged extramarital affair with Individual-1 that had taken place in 2006 and 2007, knowing the story would be of considerable value because

of the election. Woman-1 retained an attorney ("Attorney-1"), who in turn contacted the editor-in-chief of Magazine-1 ("Editor-1"), and offered to sell Woman-1's story to Magazine-1. Chairman-1 and Editor-1 informed MICHAEL COHEN, the defendant, of the story. At COHEN's urging and subject to COHEN's promise that Corporation-1 would be reimbursed, Editor-1 ultimately began negotiating for the purchase of the story.

30. On or about August 5, 2016, Corporation-1 entered into an agreement with Woman-1 to acquire her "limited life rights" to the story of her relationship with "any then-married man," in exchange for \$150,000 and a commitment to feature her on two magazine covers and publish over one hundred magazine articles authored by her. Despite the cover and article features to the agreement, its principal purpose, as understood by those involved, including MICHAEL COHEN, the defendant, was to suppress Woman-1's story so as to prevent it from influencing the election.

31. Between in or about late August 2016 and September 2016, MICHAEL COHEN, the defendant, agreed with Chairman-1 to assign the rights to the non-disclosure portion of Corporation-1's agreement with Woman-1 to COHEN for \$125,000. COHEN incorporated a shell entity called "Resolution Consultants LLC" for use in the transaction. Both Chairman-1 and COHEN ultimately signed the agreement, and a consultant for Corporation-1, using

his own shell entity, provided COHEN with an invoice for the payment of \$125,000. However, in or about early October 2016, after the assignment agreement was signed but before COHEN had paid the \$125,000, Chairman-1 contacted COHEN and told him, in substance, that the deal was off and that COHEN should tear up the assignment agreement. COHEN did not tear up the agreement, which was later found during a judicially authorized search of his office.

32. *Second*, on or about October 8, 2016, an agent for an adult film actress ("Woman-2") informed Editor-1 that Woman-2 was willing to make public statements and confirm on the record her alleged past affair with Individual-1. Chairman-1 and Editor-1 then contacted MICHAEL COHEN, the defendant, and put him in touch with Attorney-1, who was also representing Woman-2. Over the course of the next few days, COHEN negotiated a \$130,000 agreement with Attorney-1 to himself purchase Woman-2's silence, and received a signed confidential settlement agreement and a separate side letter agreement from Attorney-1.

33. MICHAEL COHEN, the defendant, did not immediately execute the agreement, nor did he pay Woman-2. On the evening of October 25, 2016, with no deal with Woman-2 finalized, Attorney-1 told Editor-1 that Woman-2 was close to completing a deal with another outlet to make her story public. Editor-1, in turn, texted

MICHAEL COHEN, the defendant, that "[w]e have to coordinate something on the matter [Attorney-1 is] calling you about or it could look awfully bad for everyone." Chairman-1 and Editor-1 then called COHEN through an encrypted telephone application. COHEN agreed to make the payment, and then called Attorney-1 to finalize the deal.

34. The next day, on October 26, 2016, MICHAEL COHEN, the defendant, emailed an incorporating service to obtain the corporate formation documents for another shell corporation, Essential Consultants LLC, which COHEN had incorporated a few days prior. Later that afternoon, COHEN drew down \$131,000 from the fraudulently obtained HELOC, discussed above in paragraphs 19 through 21, and requested that it be deposited into a bank account COHEN had just opened in the name of Essential Consultants. The next morning, on October 27, 2016, COHEN went to Bank-3 and wired approximately \$130,000 from Essential Consultants to Attorney-1. On the bank form to complete the wire, COHEN falsely indicated that the "purpose of wire being sent" was "retainer." On or about November 1, 2016, COHEN received from Attorney-1 copies of the final, signed confidential settlement agreement and side letter agreement.

35. MICHAEL COHEN, the defendant, caused and made the payments described herein in order to influence the 2016

presidential election. In so doing, he coordinated with one or more members of the campaign, including through meetings and phone calls, about the fact, nature, and timing of the payments.

36. As a result of the payments solicited and made by MICHAEL COHEN, the defendant, neither Woman-1 nor Woman-2 spoke to the press prior to the election.

37. In or about January 2017, MICHAEL COHEN, the defendant, in seeking reimbursement for election-related expenses, presented executives of the Company with a copy of a bank statement from the Essential Consultants bank account, which reflected the \$130,000 payment COHEN had made to the bank account of Attorney-1 in order to keep Woman-2 silent in advance of the election, plus a \$35 wire fee, adding, in handwriting, an additional "\$50,000." The \$50,000 represented a claimed payment for "tech services," which in fact related to work COHEN had solicited from a technology company during and in connection with the campaign. COHEN added these amounts to a sum of \$180,035. After receiving this document, executives of the Company "grossed up" for tax purposes COHEN's requested reimbursement of \$180,000 to \$360,000, and then added a bonus of \$60,000 so that COHEN would be paid \$420,000 in total. Executives of the Company also determined that the \$420,000 would be paid to COHEN in monthly amounts of \$35,000 over the course of

twelve months, and that COHEN should send invoices for these payments.

38. On or about February 14, 2017, MICHAEL COHEN, the defendant, sent an executive of the Company ("Executive-1") the first of his monthly invoices, requesting "[p]ursuant to [a] retainer agreement, . . . payment for services rendered for the months of January and February, 2017." The invoice listed \$35,000 for each of those two months. Executive-1 forwarded the invoice to another executive of the Company ("Executive-2") the same day by email, and it was approved. Executive-1 forwarded that email to another employee at the Company, stating: "Please pay from the Trust. Post to legal expenses. Put 'retainer for the months of January and February 2017' in the description."

39. Throughout 2017, MICHAEL COHEN, the defendant, sent to one or more representatives of the Company monthly invoices, which stated, "Pursuant to the retainer agreement, kindly remit payment for services rendered for" the relevant month in 2017, and sought \$35,000 per month. The Company accounted for these payments as legal expenses. In truth and in fact, there was no such retainer agreement, and the monthly invoices COHEN submitted were not in connection with any legal services he had provided in 2017.

40. During 2017, pursuant to the invoices described above, MICHAEL COHEN, the defendant, received monthly \$35,000 reimbursement checks, totaling \$420,000.

COUNT 7

(Causing an Unlawful Corporate Contribution)

The United States Attorney further charges:

41. The allegations contained in paragraphs 1 through 3, and 24 through 40 are repeated and realleged as though fully set forth herein.

42. From in or about June 2016, up to and including in or about October 2016, in the Southern District of New York and elsewhere, MICHAEL COHEN, the defendant, knowingly and willfully caused a corporation to make a contribution and expenditure, aggregating \$25,000 and more during the 2016 calendar year, to the campaign of a candidate for President of the United States, to wit, COHEN caused Corporation-1 to make and advance a \$150,000 payment to Woman-1, including through the promise of reimbursement, so as to ensure that Woman-1 did not publicize damaging allegations before the 2016 presidential election and thereby influence that election.

(Title 52, United States Code, Sections 30118(a) and 30109(d)(1)(A), and Title 18, United States Code, Section 2(b).)

COUNT 8
(Excessive Campaign Contribution)

The United States Attorney further charges:

43. The allegations contained in paragraphs 1 through 3, and 24 through 40 are repeated and realleged as though fully set forth herein.

44. On or about October 27, 2016, in the Southern District of New York and elsewhere, MICHAEL COHEN, the defendant, knowingly and willfully made and caused to be made a contribution to Individual-1, a candidate for Federal office, and his authorized political committee in excess of the limits of the Election Act, which aggregated \$25,000 and more in calendar year 2016, and did so by making and causing to be made an expenditure, in cooperation, consultation, and concert with, and at the request and suggestion of one or more members of the campaign, to wit, COHEN made a \$130,000 payment to Woman-2 to ensure that she did not publicize damaging allegations before the 2016 presidential election and thereby influence that election.

(Title 52, United States Code, Sections 30116(a)(1)(A),
30116(a)(7), and 30109(d)(1)(A), and Title 18, United States
Code, Section 2(b).)

FORFEITURE ALLEGATION

45. As a result of committing the offense alleged in Count Six of this Information, MICHAEL COHEN, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting or derived from proceeds obtained directly or indirectly as a result of the commission of said offense.

Substitute Assets Provision

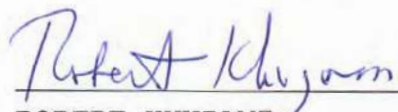
46. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p) and Title 28, United States Code,

Section 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Section 982;
Title 21, United States Code, Section 853; and
Title 28, United States Code, Section 2461.)

A handwritten signature in blue ink, reading "Robert Khuzami", is written over a horizontal line.

ROBERT KHUZAMI

Acting United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

MICHAEL COHEN,

Defendant.

INFORMATION

18 Cr. __ (WHP)

ROBERT KHUZAMI
Acting United States Attorney

PX-2

I8LQCOHp

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

v.

18 CR 602 (WHP)

Plea

MICHAEL COHEN

Defendant

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New York, N.Y.
August 21, 2018
4:15 p.m.

Before:

HON. WILLIAM H. PAULEY III

District Judge

APPEARANCES

GEOFFREY S. BERMAN

United States Attorney for the
Southern District of New York

RACHEL MAIMIN

ANDREA GRISWOLD

THOMAS McKAY

NICHOLAS ROOS

Assistant United States Attorneys

PETRILLO KLEIN & BOXER LLP

Attorneys for Defendant

GUY PETRILLO

AMY LESTER

PHILIP PILMAR

-Also Present-

BARD HUBBARD, FBI

GIOVANNI LEPORE, IRS

KIRSTEN SCHILL, FBI

RYAN CAREY, FBI

JOE DVORE, FBI

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(Case called)

DEPUTY CLERK: United States of America v. Michael Cohen.

Would counsel for the government gave their appearance.

MS. GRISWOLD: Good afternoon, your Honor.

Andrea Griswold, Rachel Maimin, Thomas McKay and Nicolas Roos for government.

We're joined at counsel table by Special Agent Bard Hubbard with the FBI and Special Agent Giovanni Lepore with the IRS.

THE COURT: Good afternoon.

DEPUTY CLERK: Would counsel for defense give their appearance.

MR. PETRILLO: Yes. Good afternoon, your Honor.

For Mr. Cohen, Guy Petrillo and Amy Lester, Petrillo Klein and Boxer.

THE COURT: Good afternoon to you.

I note the presence of the defendant, Mr. Cohen at counsel table.

Ms. Griswold, what is the status of this matter?

MS. GRISWOLD: Your Honor, we are here today for a waiver of indictment. We would like to file an information and I believe the defendant needs to be presented, arraigned on that information, have the waiver of indictment, and then

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1 intends to enter a guilty plea to the counts in the
2 information.

3 THE COURT: Very well.

4 Let's begin then with an initial appearance.

5 Mr. Cohen, I am District Judge William Pauley. The
6 purpose of this proceeding, sir, is to inform you of certain
7 rights that you have, to inform you of the charges against you,
8 and to consider whether counsel should be appointed for you,
9 and to decide under what conditions you should be released.

10 First, you have the right to remain silent. You are
11 not required to make any statements. Even if you have made any
12 statements to the authorities, you need not make any further
13 statements. Anything that you do say can be used against you.

14 You have the right to be released either conditionally
15 or unconditionally pending trial unless I find that there are
16 no conditions that would reasonably assure your presence in
17 court and the safety of the community.

18 You have the right, sir, to be represented by counsel
19 during all court proceedings, including this one, and during
20 all questioning by authorities. If you cannot afford an
21 attorney, I will appoint one to represent you.

22 Now, the government has offered here an information in
23 this case. Have you seen that information, Mr. Cohen?

24 THE DEFENDANT: Yes, your Honor.

25 THE COURT: And have you read it?

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1 THE DEFENDANT: I have, sir.

2 THE COURT: Have you discussed it with your attorney,
3 Mr. Petrillo?

4 THE DEFENDANT: I have, sir.

5 THE COURT: Do you waive my reading the information
6 here in open court word for word?

7 THE DEFENDANT: Yes, your Honor.

8 THE COURT: How do you plead to the charges in the
9 information that are lodged against you?

10 THE DEFENDANT: Not guilty, sir.

11 THE COURT: Very well.

12 Mr. Petrillo, I'm informed that the defendant has an
13 application. What is that application?

14 MR. PETRILLO: Correct, your Honor. With the Court's
15 permission, Mr. Cohen would move to withdraw his plea of not
16 guilty and to enter a plea of guilty to the eight count
17 information that's been handed up to the Court, and there is a
18 plea agreement, which I believe the government has the original
19 copy of.

20 THE COURT: All right. The record should reflect that
21 a plea agreement is being handed up to me for my inspection.
22 And Mr. Petrillo, prior to commencement of this proceeding, did
23 you review with your client an advice of rights form?

24 MR. PETRILLO: I did, your Honor.

25 THE COURT: And did he sign it in your presence?

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MR. PETRILLO: He did, your Honor.

THE COURT: And did you sign it as his attorney?

MR. PETRILLO: I did, your Honor.

THE COURT: The record should reflect that an advice of rights form has been marked as Court Exhibit 1 and is being handed to me for inspection.

So, at this time, I am going to direct my deputy to administer the oath to Mr. Cohen.

(Defendant sworn)

THE COURT: Mr. Cohen, do you understand, sir, that you are now under oath, and that if you answer any of my questions falsely, your false or untrue answers may later be used against you in another prosecution for perjury or making a false statement?

THE DEFENDANT: I do, your Honor.

THE COURT: Very well. For the record, what is your full name?

THE DEFENDANT: Michael Dean Cohen.

THE COURT: And at this time, Mr. Cohen, you may be seated, and I'd ask that you pull the microphone close to you.

THE DEFENDANT: Thank you, your Honor.

Mr. Cohen, how old are you, sir?

THE DEFENDANT: In four days, I'll be 52.

THE COURT: How far did you go in school?

THE DEFENDANT: Law.

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1 THE COURT: Are you able to read, write, speak and
2 understand English?

3 THE DEFENDANT: Yes, your Honor.

4 THE COURT: Are you now or have you recently been
5 under the care of a doctor or a psychiatrist?

6 THE DEFENDANT: No, your Honor.

7 THE COURT: Have you ever been treated or hospitalized
8 for any mental illness or any type of addiction, including drug
9 or alcohol addiction?

10 THE DEFENDANT: No, sir.

11 THE COURT: In the past 24 hours, Mr. Cohen, have you
12 taken any drugs, medicine or pills or have you consumed any
13 alcohol?

14 THE DEFENDANT: Yes, your Honor.

15 THE COURT: What have you taken or consumed, sir?

16 THE DEFENDANT: Last night at dinner I had a glass of
17 Glenlivet 12 on the rocks.

18 THE COURT: All right. Is it your custom to do that,
19 sir?

20 THE DEFENDANT: No, your Honor.

21 THE COURT: All right. Have you had anything since
22 that time?

23 THE DEFENDANT: No, your Honor.

24 THE COURT: Is your mind clear today?

25 THE DEFENDANT: Yes, your Honor.

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1 THE COURT: Are you feeling all right today?

2 THE DEFENDANT: Yes, sir.

3 THE COURT: Are you represented by counsel here today?

4 THE DEFENDANT: I am.

5 THE COURT: Who are your attorneys?

6 THE DEFENDANT: Guy Petrillo and Amy Lester.

7 THE COURT: And, Mr. Petrillo, do you have any doubt
8 as to your client's competence to plead at this time?

9 MR. PETRILLO: I do not, your Honor.

10 THE COURT: Now, Mr. Cohen, your attorney has informed
11 me that you wish to enter a plea of guilty. Do you wish to
12 enter a plea of guilty?

13 THE DEFENDANT: Yes, sir.

14 THE COURT: Have you had a full opportunity to discuss
15 your case with your attorney and to discuss the consequences of
16 entering a plea of guilty?

17 THE DEFENDANT: Yes, your Honor.

18 THE COURT: Are you satisfied with your attorneys,
19 Mr. Petrillo and Ms. Lester, in their representation of you in
20 this matter?

21 THE DEFENDANT: Very much, sir.

22 THE COURT: On the basis of Mr. Cohen's responses to
23 my questions and my observations of his demeanor here in my
24 courtroom this afternoon, I find that he is fully competent to
25 enter an informed plea at this time.

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1 Now, before I accept any plea from you, Mr. Cohen, I'm
2 going to ask you certain questions. My questions are intended
3 to satisfy me that you wish to plead guilty because you are
4 guilty, and that you fully understand the consequences of your
5 plea.

6 I am going to describe to you certain rights that you
7 have under the Constitution and laws of the United States,
8 which rights you will be giving up if you enter a plea of
9 guilty.

10 Please listen carefully, sir. If you do not
11 understand something I am saying or describing, then stop me,
12 and either I or your attorneys will explain it to you more
13 fully. Do you understand this?

14 THE DEFENDANT: I do, your Honor.

15 THE COURT: Under the Constitution and laws of the
16 United States, you have a right to a speedy and public trial by
17 a jury on the charges against you which are contained in the
18 information. Do you understand that?

19 THE DEFENDANT: I do, sir.

20 THE COURT: And if there were a trial, you would be
21 presumed innocent, and the government would be required to
22 prove you guilty by competent evidence and beyond a reasonable
23 doubt. You would not have to prove that you were innocent at a
24 trial. Do you understand that?

25 THE DEFENDANT: I do, your Honor.

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1 THE COURT: If there were a jury -- excuse me -- if
2 there were a trial, a jury composed of 12 people selected from
3 this district would have to agree unanimously that you were
4 guilty. Do you understand that?

5 THE DEFENDANT: I do, your Honor.

6 THE COURT: If there were a trial, you would have the
7 right to be represented by an attorney; and if you could not
8 afford one, an attorney would be provided to you free of cost.
9 Do you understand that?

10 THE DEFENDANT: Yes, sir.

11 THE COURT: If there were a trial, sir, you would have
12 the right to see and hear all of the witnesses against you, and
13 your attorney could cross-examine them. You would have the
14 right to have your attorney object to the government's evidence
15 and offer evidence on your behalf if you so desired, and you
16 would have the right to have subpoenas issued or other
17 compulsory process used to compel witnesses to testify in your
18 defense. Do you understand that?

19 THE DEFENDANT: Yes, sir.

20 THE COURT: If there were a trial, Mr. Cohen, you
21 would have the right to testify if you wanted to, but no one
22 could force you to testify if you did not want to. Further, no
23 inference or suggestion of guilt could be drawn if you chose
24 not to testify at a trial. Do you understand that?

25 THE DEFENDANT: Yes, your Honor.

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1 THE COURT: Do you understand, sir, that by entering a
2 plea of guilty today, you are giving up each and every one of
3 the rights that I've described, that you are waiving those
4 rights, and that you will have no trial?

5 THE DEFENDANT: Yes, sir.

6 THE COURT: Do you understand that you can change your
7 mind right now and refuse to enter a plea of guilty?

8 THE DEFENDANT: Yes, sir.

9 THE COURT: You do not have to enter this plea if you
10 do not want to for any reason whatsoever. Do you understand
11 this fully, Mr. Cohen?

12 THE DEFENDANT: Yes, your Honor.

13 THE COURT: Now, Mr. Cohen, have you received a copy
14 of the information?

15 THE DEFENDANT: Yes, sir.

16 THE COURT: And have you read it?

17 THE DEFENDANT: I have, sir.

18 THE COURT: Did your attorney discuss the information
19 with you?

20 THE DEFENDANT: Yes, your Honor.

21 THE COURT: Do you waive my reading the information
22 word for word here in open court?

23 THE DEFENDANT: Yes, your Honor.

24 THE COURT: Do you understand that Counts One through
25 Five of the information charges you with evasion of personal

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1 income tax for the calendar years 2012, 2013, 2014, 2015 and
2 2016 respectively in violation of Title 26 of the United States
3 Code, Section 7201. Do you understand that?

4 THE DEFENDANT: Yes, your Honor.

5 THE COURT: Do you understand, sir, that Count Six of
6 the information charges you with making false statements to a
7 financial institution in connection with a credit decision from
8 at least in or about February 2015 up to and including in or
9 about April 2016 in violation of Title 18 of the United States
10 Code, Section 1014. Do you understand that?

11 THE DEFENDANT: Yes, your Honor.

12 THE COURT: Do you understand, sir, that Count Seven
13 of the information charges you with willfully causing an
14 unlawful corporate contribution from at least in or about
15 June 2016 up to and including in or about October 2016 in
16 violation of Title 52 of the United States Code, Sections
17 30118(a) and 30109(d)(1)(A) and Title 18 of the United States
18 Code, Section 2(b). Do you understand that, sir?

19 THE DEFENDANT: Yes, your Honor.

20 THE COURT: Do you understand that Count Eight of the
21 information charges you with making an excessive campaign
22 contribution on or about October 27, 2016 in violation of Title
23 52 of the United States Code, Sections 30116(a)(1)(A),
24 30116(a)(7) and 30109(d)(1)(A) and Title 18 of the United
25 States Code, Section 2(b). Do you understand that?

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1 THE DEFENDANT: Yes, your Honor.

2 THE COURT: Now, do you understand, sir, that you have
3 a constitutional right to be charged by an indictment rather
4 than by an information?

5 THE DEFENDANT: I do, sir.

6 THE COURT: An indictment would be from a grand jury
7 and not like the information here, simply a charge by the
8 prosecutor. Do you understand, sir, that you have waived the
9 right to be charged by an indictment, and that you have
10 consented to being charged by an information of the government?

11 THE DEFENDANT: I understand, sir.

12 THE COURT: And do you waive this right voluntarily
13 and knowingly?

14 THE DEFENDANT: I do, your Honor.

15 THE COURT: Do you understand that if you did not
16 plead guilty, the government would be required to prove each
17 and every part or element of the charges in the information
18 beyond a reasonable doubt at trial?

19 THE DEFENDANT: Yes, sir.

20 THE COURT: Ms. Griswold, for the benefit of the Court
21 and the defendant, would you describe the essential elements of
22 the crimes charged in this information?

23 MS. GRISWOLD: Yes, your Honor.

24 Beginning with Counts One through Five, the tax
25 evasion counts, the elements are as follows:

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First, the existence of a substantial tax debt;

Second, willfulness of non-payment, meaning failure to report was voluntary and intentional;

And, third, an affirmative act by the defendant performed with intent to evade or defeat the calculation or payment of the tax.

With respect to Count Six, the false statements to a bank, there are four elements:

First, that the defendant made a false statement to a lending institution;

Second, that the lending institution had its deposits federally insured;

Third, that the defendant knew that the statements he made were false;

Fourth, that the defendant made these statements for the purpose of influencing in any way the action of that lending institution such as to influence a loan application.

With respect to Count Seven, causing an unlawful corporate contribution, there are five elements:

First, a corporation made a contribution or expenditure in excess of \$25,000;

Second, that the contribution or expenditure was made directly to or in coordination with a candidate or campaign for federal office;

Third, that the contribution or expenditure was made

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1 for the purpose of influencing an election;

2 Fourth, that the defendant caused the corporation to
3 make the contribution or expenditure by taking some action
4 without which the crime would not have occurred;

5 And, finally, that the defendant acted knowingly and
6 willfully.

7 With respect to Count Eight, making an excessive
8 campaign contribution, there are four elements:

9 First, an individual made a contribution or
10 expenditure in excess of \$25,000 to a candidate or campaign;

11 Second, that the contribution was made directly or the
12 expenditure was made in cooperation, consultation or concert
13 with, or at the request or suggestion of a candidate or
14 campaign;

15 Third, it was made for the purpose of influencing
16 election;

17 And, fourth, it was done knowingly and willfully.

18 The government would also need to prove that venue was
19 proper in the Southern District of New York for all counts.

20 THE COURT: Thank you, Ms. Griswold.

21 Mr. Cohen, have you listened carefully to Assistant
22 United States Griswold as she has described the essential
23 elements of each of the crimes charged against you?

24 THE DEFENDANT: I have, your Honor.

25 THE COURT: And do you understand that if you did not

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1 plead guilty, the government would be required to prove each
2 and every part of those elements by competent evidence beyond a
3 reasonable doubt at trial in order to convict you?

4 THE DEFENDANT: Yes, sir.

5 THE COURT: Now, do you understand, sir, that the
6 maximum possible penalty for the charges in Counts One through
7 Five of evasion of personal income tax is a maximum term of
8 five years of imprisonment, followed by a maximum term of three
9 years of supervised release, together with a maximum fine of
10 \$100,000 or twice the gross pecuniary gain derived from the
11 offense or twice the gross pecuniary loss to persons other than
12 yourself resulting from the offense, and a \$100 mandatory
13 special assessment. Do you understand that?

14 THE DEFENDANT: Yes, sir.

15 THE COURT: Mr. Cohen, supervised release means that
16 you will be subject to monitoring when you're released from
17 prison, the monitoring to be under terms and conditions which
18 could lead to reimprisonment without a jury trial for all or
19 part of the term of supervised release without credit for time
20 previously served on post release supervision if you violate
21 the terms and conditions of supervised release. Do you
22 understand that?

23 THE DEFENDANT: I do, sir.

24 THE COURT: Do you understand, sir, that the maximum
25 possible penalty for the crime charged in Count Six of making

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1 false statements to a financial institution is a maximum term
2 of 30 years of imprisonment, followed by a maximum term of five
3 years of supervised release, together with a maximum fine of
4 \$1 million, and a \$100 mandatory special assessment. Do you
5 understand that?

6 THE DEFENDANT: Yes, sir.

7 THE COURT: Do you understand, sir, that the maximum
8 possible penalty for the crime charged in Count Seven of
9 causing an unlawful corporate contribution carries a maximum
10 term of five years of imprisonment, together with a maximum
11 term of three years of supervised release, a maximum fine of
12 \$250,000 or twice the gross pecuniary gain derived from the
13 offense or twice the gross pecuniary loss to persons other than
14 yourself resulting from the offense, and a \$100 mandatory
15 special assessment. Do you understand that?

16 THE DEFENDANT: Yes, sir.

17 THE COURT: And do you understand that the maximum
18 possible penalty with respect to Count Eight charging you with
19 making an excessive campaign contribution is a maximum term of
20 five years of imprisonment, followed by a maximum term of three
21 years of supervised release, together with a maximum fine of
22 \$250,000 or twice the gross pecuniary gain derived from the
23 offense or twice the gross pecuniary loss to persons other than
24 yourself resulting from the offense, and a \$100 mandatory
25 special assessment. Do you understand that?

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1 THE DEFENDANT: Yes, sir.

2 THE COURT: Do you also understand that as part of
3 your sentence, that restitution will be required to any person
4 injured as a result of your criminal conduct?

5 THE DEFENDANT: Yes, your Honor.

6 THE COURT: Do you also understand, sir, that under
7 the terms of your plea agreement, you are agreeing to forfeit
8 any property or benefit that you received in connection with
9 the bank fraud charged in Count Six of the information?

10 MR. PETRILLO: Just for the record, your Honor, it's a
11 false statement to a bank rather than a bank fraud. Thank you.

12 THE COURT: Do you understand, sir, that you are
13 forfeiting any property derived as a result of that crime?

14 THE DEFENDANT: Yes, sir.

15 THE COURT: Now, you understand that you are pleading
16 guilty to different counts in the information. Do you
17 understand, sir, that you will be separately sentenced on each
18 of those counts?

19 THE DEFENDANT: I do.

20 THE COURT: And do you further understand that I may
21 order you to serve the sentences either concurrently or
22 consecutively, meaning either together or one after the other?

23 THE DEFENDANT: Yes, your Honor.

24 THE COURT: Do you understand, sir, that if I decide
25 to run the sentences consecutively, that your sentence could be

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1 a maximum total of 65 years of imprisonment?

2 THE DEFENDANT: Yes, sir.

3 THE COURT: Now, do you understand that if I accept
4 your guilty plea and adjudge you guilty, that adjudication may
5 deprive you of valuable civil rights, such as the right to
6 vote, the right to hold public office, the right to serve on a
7 jury or the right to possess any kind of firearm?

8 THE DEFENDANT: Yes, sir.

9 THE COURT: Now, have you discussed with your attorney
10 the Sentencing Guidelines?

11 THE DEFENDANT: Yes, your Honor.

12 THE COURT: And you understand, sir, that the
13 Sentencing Guidelines are advisory. And do you understand that
14 the Court will not be able to determine your sentence until
15 after a presentence report is completed by the probation
16 office, and you and the government have had a chance to
17 challenge any of the facts reported by the probation office?

18 THE DEFENDANT: Yes, sir.

19 THE COURT: And do you understand that if you are
20 sentenced to prison, parole has been abolished, and you will
21 not be released any earlier on parole?

22 THE DEFENDANT: Yes, your Honor.

23 THE COURT: Do you understand that if your attorney or
24 anyone else has attempted to estimate or predict what your
25 sentence will be, that their estimate or prediction could be

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1 wrong?

2 THE DEFENDANT: No estimate was given to me, your
3 Honor.

4 THE COURT: No one, Mr. Cohen, not even your attorney
5 or the government can, nor should, give you any assurance of
6 what your sentence will be. Your sentence cannot be determined
7 until after the probation office report is completed, and I've
8 ruled on any challenges to the report and determined what
9 sentence I believe is appropriate giving due regard to all the
10 factors in Section 3553(a). Do you understand that, sir?

11 THE DEFENDANT: I do, your Honor.

12 THE COURT: Do you also fully understand that even if
13 your sentence is different from what your attorney or anyone
14 else told you it might be or if it is different from what you
15 expect, that you will still be bound to your guilty plea, and
16 you will not be allowed to withdraw your plea of guilty?

17 THE DEFENDANT: I do, your Honor.

18 THE COURT: Now, I have been given this plea
19 agreement. Have you signed it?

20 THE DEFENDANT: I have, sir.

21 THE COURT: And did you read this agreement prior to
22 signing it?

23 THE DEFENDANT: I did, your Honor.

24 THE COURT: Did you discuss it with your attorneys
25 before you signed it?

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1 THE DEFENDANT: I did that as well, sir.

2 THE COURT: Did you fully understand this agreement at
3 the time that you signed it?

4 THE DEFENDANT: Yes, your Honor.

5 THE COURT: Does this agreement constitute your
6 complete and total understanding of the entire agreement among
7 the government, your attorneys and you?

8 THE DEFENDANT: Yes, sir.

9 THE COURT: Is everything about your plea and sentence
10 contained in this agreement?

11 THE DEFENDANT: Yes, sir.

12 THE COURT: Has anything been left out?

13 THE DEFENDANT: Not that I'm aware of, sir.

14 THE COURT: Has anyone offered you any inducements or
15 threatened you or forced you to plead guilty or to enter into
16 the plea agreement?

17 THE DEFENDANT: No, your Honor.

18 THE COURT: Do you understand that under the terms of
19 this plea agreement that you are giving up or waiving your
20 right to appeal or otherwise challenge your sentence if this
21 Court sentences you within or below the stipulated Sentencing
22 Guideline range of 46 to 63 months of imprisonment. Do you
23 understand that?

24 THE DEFENDANT: Yes, sir.

25 THE COURT: Do you understand, sir, that I'm

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1 completely free to disregard any position or recommendation by
2 your attorney or by the government as to what your sentence
3 should be, and that I have the ability to impose whatever
4 sentence I believe is appropriate under the circumstances, and
5 you will have no right to withdraw your plea?

6 THE DEFENDANT: I am, sir.

7 THE COURT: Mr. Petrillo, do you know of any valid
8 defense that would prevail at trial or do you know of any
9 reason why your client should not be permitted to plead guilty?

10 MR. PETRILLO: I do not, your Honor.

11 THE COURT: Mr. Petrillo, is there an adequate factual
12 basis to support this plea of guilty?

13 MR. PETRILLO: There is, your Honor.

14 THE COURT: Ms. Griswold, is there an adequate factual
15 basis to support this plea of guilty?

16 MS. GRISWOLD: There is, your Honor.

17 THE COURT: Mr. Cohen, would you please tell me what
18 you did in connection with each of the crimes to which you are
19 entering a plea of guilty.

20 THE DEFENDANT: Yes, your Honor. May I stand?

21 THE COURT: You may.

22 THE DEFENDANT: Thank you, sir.

23 Your Honor, I also just jotted down some notes so that
24 I can keep my focus and address this Court in proper fashion.

25 As to Counts One through Five, in the tax years of

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1 2012 to 2016, I evaded paying substantial taxes on certain
2 income received that I knew was not reflected on the return and
3 that I caused to be filed. The income intentionally not
4 included was received by me in the Southern District of New
5 York.

6 As to Count Six, on or about February of 2016, in
7 order to be approved for a HELOC, a home equity line of credit,
8 I reviewed an application form that did not accurately describe
9 the full extent of my liabilities. I did not correct the
10 inaccurate information on the form. I signed it knowing that
11 it would be submitted to the bank as part of their HELOC
12 application process. The bank was federally insured and is
13 located in Manhattan.

14 As to Count Seven --

15 THE COURT: Did you know that those statements were
16 false when you made them?

17 THE DEFENDANT: They were omitted, your Honor, as
18 opposed to being false.

19 THE COURT: Well, you knew it was false; that it
20 falsely depicted your financial condition, didn't you?

21 THE DEFENDANT: Yes, your Honor.

22 THE COURT: And you omitted those statements, did you
23 not, for the purpose of influencing action by a financial
24 institution?

25 THE DEFENDANT: Yes, your Honor.

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1 THE COURT: All right. You may proceed.

2 THE DEFENDANT: Thank you, sir.

3 As to Count No. Seven, on or about the summer of 2016,
4 in coordination with, and at the direction of, a candidate for
5 federal office, I and the CEO of a media company at the request
6 of the candidate worked together to keep an individual with
7 information that would be harmful to the candidate and to the
8 campaign from publicly disclosing this information. After a
9 number of discussions, we eventually accomplished the goal by
10 the media company entering into a contract with the individual
11 under which she received compensation of \$150,000. I
12 participated in this conduct, which on my part took place in
13 Manhattan, for the principal purpose of influencing the
14 election.

15 Your Honor, as to Count No. Eight, on or about October
16 of 2016, in coordination with, and at the direction of, the
17 same candidate, I arranged to make a payment to a second
18 individual with information that would be harmful to the
19 candidate and to the campaign to keep the individual from
20 disclosing the information. To accomplish this, I used a
21 company that was under my control to make a payment in the sum
22 of \$130,000. The monies I advanced through my company were
23 later repaid to me by the candidate. I participated in this
24 conduct, which on my part took place in Manhattan, for the
25 principal purpose of influencing the election.

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1 THE COURT: Mr. Cohen, when you took all of these acts
2 that you've described, did you know that what you were doing
3 was wrong and illegal?

4 THE DEFENDANT: Yes, your Honor.

5 THE COURT: All right. You may be seated for the
6 moment.

7 THE DEFENDANT: Thank you, sir.

8 THE COURT: Would the government please summarize its
9 evidence against the defendant.

10 MS. GRISWOLD: Yes, your Honor.

11 I will go first with the evidence as to the tax
12 evasion charged in Counts One through Five.

13 As the defendant allocuted, we would prove at trial
14 that between the tax years 2012 and 2016, Mr. Cohen knowingly
15 and willfully failed to report more than \$4 million on his
16 personal income tax returns for the purpose of evading taxes.
17 We would prove this through the following categories of
18 evidence:

19 Mr. Cohen's personal income tax returns for 2012
20 through 2016 on which he declared under the penalty of perjury
21 that the amount of income he disclosed was accurate, testimony
22 from IRS agents and employees, testimony and documentary
23 evidence, including emails and text messages from individuals
24 who paid income to Mr. Cohen, and testimony of individuals
25 involved in the preparation of Mr. Cohen's taxes, and email

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1 communications between those individuals and Mr. Cohen.

2 With respect to our evidence on Count Six, as the
3 defendant allocuted, we would prove at trial that in connection
4 with an application for a home equity line of credit, the
5 defendant made false statements to a bank about his true
6 financial condition, including about debts for which he was
7 personally liable and about his cash flow.

8 We would prove this through the following categories
9 of evidence:

10 Bank records, including the home equity line of credit
11 application that Mr. Cohen signed and submitted to the bank, as
12 well as other financial information that Mr. Cohen provided to
13 the bank about his liabilities or lack thereof, testimony from
14 certain bank employees, and email communications between
15 Mr. Cohen and the bank.

16 With respect to Counts Seven and Eight, as the
17 defendant allocuted, and as detailed in the information filed
18 today, the government would prove that the defendant caused an
19 illegal corporate contribution of \$150,000 to be made in
20 coordination with a candidate or campaign for federal office,
21 and also that Mr. Cohen made an excessive contribution of
22 \$130,000 in coordination with the campaign or candidate for
23 purposes of influencing the election.

24 The proof on these counts at trial would establish
25 that these payments were made in order to ensure that each

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1 recipient of the payments did not publicize their stories of
2 alleged affairs with the candidate. This evidence would
3 include:

4 Records obtained from an April 9, 2018 series of
5 search warrants on Mr. Cohen's premises, including hard copy
6 documents, seized electronic devices, and audio recordings made
7 by Mr. Cohen.

8 We would also offer text messages, messages sent over
9 encrypted applications, phone records, and emails.

10 We would also submit various records produced to us
11 via subpoena, including records from the corporation referenced
12 in the information as Corporation One and records from the
13 media company also referenced in the information.

14 Finally, we would offer testimony of witnesses,
15 including witnesses involved in the transactions in question
16 who communicated with the defendant.

17 THE COURT: Thank you, Ms. Griswold.

18 Mr. Cohen, if you would stand at this time.

19 Mr. Cohen, how do you now plead to the charge in Count
20 One of evasion of personal income tax for the calendar year
21 2012? Guilty or not guilty.

22 THE DEFENDANT: Guilty, your Honor.

23 THE COURT: And how do you plead to the charge in
24 Count Two of the information of evasion of personal income tax
25 for the year 2013? Guilty or not guilty.

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1 THE DEFENDANT: Guilty, your Honor.

2 THE COURT: How do you plead to the charge in Count
3 Three of evasion of personal income tax for the year 2014?
4 Guilty or not guilty.

5 THE DEFENDANT: Guilty, your Honor.

6 THE COURT: How do you plead to the charge in Count
7 Four of evasion of personal income tax for the calendar year
8 2015? Guilty or not guilty.

9 THE DEFENDANT: Guilty, your Honor.

10 THE COURT: How do you plead to the charge in Count
11 Five of evasion of personal income tax for the calendar year
12 2016? Guilty or not guilty.

13 THE DEFENDANT: Guilty, your Honor.

14 THE COURT: How do you plead to the charge in Count
15 Six of the information of making false statements to a
16 financial institution in connection with a credit decision?
17 Guilty or not guilty.

18 THE DEFENDANT: Guilty, your Honor.

19 THE COURT: How do you plead to the charge in Count
20 Seven of the information of willfully causing an unlawful
21 corporate contribution? Guilty or not guilty.

22 THE DEFENDANT: Guilty, your Honor.

23 THE COURT: And, finally, how do you plead to the
24 charge in Count Eight of the information of making an excessive
25 campaign contribution? Guilty or not guilty.

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1 THE DEFENDANT: Guilty, your Honor.

2 THE COURT: Mr. Cohen, are you pleading guilty to each
3 of these counts because you are guilty?

4 THE DEFENDANT: Yes, your Honor.

5 THE COURT: Are you pleading guilty voluntarily and of
6 your own free will?

7 THE DEFENDANT: Yes, sir.

8 THE COURT: Mr. Petrillo, do you wish me to make any
9 further inquiries of your client?

10 MR. PETRILLO: No, your Honor. Thank you.

11 THE COURT: Ms. Griswold, does the government wish me
12 to make any further inquiries of the defendant?

13 MS. GRISWOLD: No, your Honor.

14 THE COURT: All right. Mr. Cohen, because you
15 acknowledge that you are guilty as charged in the information,
16 and because I find you know your rights and are waiving them
17 knowingly and voluntarily, and because I find your plea is
18 entered knowingly and voluntarily and is supported by an
19 independent basis in fact containing each of the essential
20 elements of the crimes, I accept your guilty plea and adjudge
21 you guilty of the eight offenses to which you have just pleaded
22 as charged in the information.

23 You may be seated.

24 THE DEFENDANT: Thank you, sir.

25 THE COURT: Now, the U.S. Probation Office will next

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1 prepare a presentence report to assist me in sentencing you.
2 You will be interviewed by the probation office. It is
3 important that the information you give the probation officer
4 be truthful and accurate because the report is important in my
5 decision as to what your sentence will be.

6 You and your attorneys have a right and will have an
7 opportunity to examine the report, challenge or comment upon
8 it, and to speak on your behalf before sentencing.

9 I am going to set this matter down for sentencing on
10 December 12 at 11:00 a.m.

11 Now, what is the bail status of the defendant?

12 MS. GRISWOLD: Bail needs to be set, your Honor, and
13 we have a proposed joint package for your consideration.

14 THE COURT: All right. That package was presented,
15 but why don't you put it forth on the record.

16 MS. GRISWOLD: Certainly, your Honor.

17 A 500,000 personal recognizance bond cosigned by two
18 financially responsible individuals -- I'm sorry, your Honor --
19 cosigned by the defendant's wife and a second person who will
20 be interviewed by the U.S. Attorney's Office and qualified as a
21 financially responsible person;

22 The defendant is to be released today on his own
23 signature with the other two signatures within one week, which
24 would be August 28;

25 The defendant is to surrender any and all firearms and

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ammunition within 24 hours to law enforcement;

Travel restricted to the Southern and Eastern Districts of New York, the Northern District of Illinois, the Southern District of Florida, and Washington D.C., surrender of the defendant's passport to his counsel and no new applications for travel documents.

THE COURT: All right. Is that the proposed package, Mr. Petrillo?

MR. PETRILLO: May I have a moment, your Honor?

THE COURT: Yes.

(Counsel confer)

MR. PETRILLO: Nothing else, your Honor. Thank you.

THE COURT: I will note in the submission that was sent to me shortly before the proceeding, there was a provision for pretrial to approve travel without Court approval to other locations. I am not going to authorize that. Any additional requests for travel are to be submitted to me for my approval before the defendant is to travel anywhere other than the places provided for on the record here.

MR. PETRILLO: Understood, your Honor.

THE COURT: All right. So I've set the date for sentencing.

I'm going to direct the government to promptly prepare a prosecution case summary for submission to the probation department.

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1 And, Mr. Petrillo, I'm going to direct you to arrange
2 promptly for an interview with the probation department so that
3 the preparation of the presentence report can proceed.

4 Now, Mr. Cohen, have you listened closely to these
5 conditions that have been fixed for your release?

6 THE DEFENDANT: I have, your Honor.

7 THE COURT: All right. And do you understand, sir,
8 that those conditions are going to apply now until the time
9 that you are sentenced, and that any violation of those
10 conditions could be severe?

11 THE DEFENDANT: Yes, sir.

12 THE COURT: And do you understand that if you fail to
13 appear for sentencing on the day and time set, that that could
14 subject you to prosecution for another crime separate and apart
15 from the crimes that are charged here?

16 THE DEFENDANT: I'm aware, your Honor.

17 THE COURT: Very well. Then I fully expect to see you
18 on December 12.

19 THE DEFENDANT: Of course, sir.

20 THE COURT: Anything further from the government?

21 MS. GRISWOLD: No, your Honor. Thank you.

22 THE COURT: Anything further from the defense?

23 MR. PETRILLO: No, your Honor. Thank you.

24 THE COURT: Very well. This matter is concluded.
25 Have a good afternoon. (Adjourned)

PX-3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

UNITED STATES OF AMERICA :

-v.- : 18 Cr. 602 (WHP)

MICHAEL COHEN, :

Defendant. :

-----X

**THE GOVERNMENT’S OPPOSITION TO NON-PARTY *THE NEW YORK TIMES*’S
MOTION TO UNSEAL CERTAIN SEARCH WARRANT MATERIALS**

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PRELIMINARY STATEMENT

On October 11, 2018, non-party *The New York Times* (the “Times”) filed a request to unseal certain materials (the “Materials”) relating to searches conducted in connection with the above-referenced case. As phrased, the Times’s request seeks the unsealing of affidavits, warrants, and riders associated with several different searches that were conducted in connection with a grand jury investigation into Michael Cohen and others, which remains ongoing. As set forth in detail below, unsealing of the Materials at the present time would interfere with this investigation, and would implicate significant privacy concerns for numerous uncharged third parties who are named in the Materials. For these reasons, and as set forth more fully in the Government’s supplemental submission, which is being filed under seal and *ex parte* (“Sealed Br.”), the Times’s motion should be denied.¹

I. FACTUAL BACKGROUND

a. The April 9th Searches and Cohen’s Guilty Plea

On April 9, 2018, the Federal Bureau of Investigation (“FBI”) executed judicially-authorized search warrants for the residence, hotel room, office, safety deposit box, and two cell phones of Cohen. These searches were the first investigative step taken publicly in what was by then a months-long investigation that related both to Cohen’s personal business dealings and Cohen’s participation in suspected campaign finance violations.

¹ The supplemental submission identifies specific portions of the warrant affidavits and other facts pertinent to the ongoing government investigation, as well as to the privacy interests of uncharged parties, that are discussed more generally herein. Public filing of the matters discussed in the supplemental submission would undercut the very investigative and privacy interests the Government seeks to protect by its opposition to the Times’s motion. *See United States v. Amodeo*, 71 F.3d 1044, 1050 (2d Cir. 1995).

On April 12, 2018, Cohen filed a motion in Part I to enjoin the Government from reviewing the evidence seized during the April 9th searches and to require that the materials first be subjected to a privilege review by counsel for Cohen, an attorney, and counsel for his clients. The application was heard by the Honorable Kimba M. Wood, who ultimately appointed a special master to conduct a privilege review of the evidence seized during the searches. The non-privileged evidence was periodically released by the special master to the Government in the following weeks and months, and the special master completed her review on or about August 16, 2018.

After the April 9th searches, the Government continued its grand jury investigation. On August 21, 2018, Cohen consented to the filing of an eight-count criminal information, and pleaded guilty to (1) five counts of tax evasion, relating to his failure to report income in tax years 2012-2016; (2) one count of making a false statement to a financial institution, relating to false statements Cohen had made on a loan application; and (3) two campaign finance counts, relating to Cohen's involvement in payments made to two women who claimed to have had extramarital affairs with a candidate for federal office, in order to ensure that the women did not publicize their stories before the 2016 presidential election and thereby influence the election. Cohen's sentencing is scheduled for December 12, 2018.

As set forth in the Government's supplemental submission, the Government's grand jury investigation is ongoing. *See* Sealed Br. 1-5.

b. The Requested Materials

The Times's request seeks "copies of the search warrants, search warrant applications, supporting affidavits, court orders, and returns on executed warrants related to searches done on Michael Cohen's residence, hotel room, office, cell phones, and safe deposit boxes on April 9,

2018, as well as similar applications and supporting documents pertaining to searches of Mr. Cohen’s electronic communications pursuant to 18 U.S.C. § 2703.” (Times Br. 1). This request encompasses materials that, if disclosed, would reveal a substantial amount of non-public, sensitive detail about an ongoing grand jury investigation, as well as information about numerous uncharged third parties. *See* Sealed Br. 1-5.

II. APPLICABLE LAW

a. The Common Law Right of Access

The Supreme Court has recognized a common law right of public access to judicial documents. *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 597-98 (1978). The Second Circuit has held that this right attaches to Rule 41 search warrant applications and orders in the case of a closed criminal investigation. *Gardner v. Newsday, Inc. (In re Newsday, Inc.)*, 895 F.2d 74, 79 (2d Cir.), *cert. denied*, 496 U.S. 931 (1990). In so holding, the Second Circuit noted that the defendant had pleaded guilty in that case and that the government conceded that the “need for secrecy is over.” *Id.* The Second Circuit thus distinguished its holding factually from a case in which the Ninth Circuit had found *no* common law right of access in the context of an *ongoing* investigation. *Id.* at 78-79 (distinguishing *Times Mirror Co. v. United States*, 873 F.2d 1210 (9th Cir. 1989)).

The common law right of access attaches with different weight depending on two factors: (a) “the role of the material at issue in the exercise of Article III judicial power” and (b) “the resultant value of such information to those monitoring the federal courts.” *United States v. Amodeo* (“*Amodeo II*”), 71 F.3d 1044, 1049 (2d Cir. 1995). “Generally, the information will fall somewhere on a continuum from matters that directly affect an adjudication to matters that come within a court’s purview solely to insure their irrelevance.” *Id.* Courts in this Circuit have

concluded that search warrants and associated documents go to the heart of the judicial function, and that the common law presumption of access to search warrants and related materials is thus entitled to significant weight. *See In re Search Warrant*, 16 Misc. 464 (PKC), 2016 WL 7339113, at *3 (S.D.N.Y. Dec. 19, 2016); *United States v. All Funds on Deposit at Wells Fargo Bank in Account No. 7986104185 (All Funds)*, 643 F. Supp. 2d 577, 584 (S.D.N.Y. 2009).

After determining the weight afforded to the presumptive right of access, the common law right is balanced against countervailing interests favoring secrecy. “[T]he fact that a document is a judicial record does not mean that access to it cannot be restricted.” *United States v. Amodeo (Amodeo I)*, 44 F.3d 141, 146 (2d Cir. 1995). Noting that it is difficult to “identify all the factors to be weighed in determining whether access is appropriate,” the Supreme Court has further observed that “the decision as to access is one best left to the sound discretion of the trial court, a discretion to be exercised in light of the relevant facts and circumstances of the particular case.” *Nixon*, 435 U.S. at 598-99.

The Second Circuit has recognized certain categories of countervailing factors to be balanced against the presumption of access, including: (i) the danger of impairing law enforcement or judicial efficiency and (ii) the need to protect privacy interests. *Amodeo I*, 44 F.3d at 147. The Circuit has identified the law enforcement privilege as an interest worthy of protection, noting that the privilege is designed:

to prevent disclosure of law enforcement techniques and procedures, to preserve the confidentiality of sources, to protect witness and law enforcement personnel, to safeguard the privacy of individuals involved in an investigation, and otherwise to prevent interference with an investigation.

Id. (citing *In re Dep’t of Investigation*, 856 F.2d 481 (2d Cir. 1988)). In addition, the court in *Amodeo II* found that the voluntary cooperation of persons who may want or need confidentiality “is also often essential to judicial efficiency.” 71 F.3d at 1050. Thus, “[i]f release [of a judicial

document] is likely to cause persons in the particular or future cases to resist involvement where cooperation is desirable, that effect should be weighed against the presumption of access.” *Id.*

The Second Circuit has also held that “[t]he privacy interests of innocent third parties as well as those of defendants that may be harmed by disclosure. . . should weigh heavily in a court’s balancing equation.” *In re New York Times Co.*, 828 F.2d 110, 116 (2d Cir. 1987); *see also In re Newsday, Inc.*, 895 F.2d at 79-80 (holding that the “common law right of access is qualified by recognition of the privacy rights of the persons whose intimate relations may thereby be disclosed”). The Circuit has identified such interests as “a venerable common law exception to the presumption of access.” *Amodeo II*, 71 F.3d at 1051. “In determining the weight to be accorded an assertion of a right of privacy, courts should first consider the degree to which the subject matter is traditionally considered private rather than public.” *Id.* (listing “[f]inancial records of a wholly owned business, family affairs, illnesses, embarrassing conduct with no public ramifications, and similar matters” as weighing more heavily against access than conduct affecting a substantial portion of the public); *see also In re Newsday, Inc.*, 895 F.2d at 79 (holding that disclosure of “intimate relations” qualifies the common law right of access). “The nature and degree of injury must also be weighed.” *Amodeo II*, 71 F.3d at 1051. Finally, in balancing the qualified right of public access against privacy interests, courts must consider “the sensitivity of the information and the subject,” and whether “there is a fair opportunity for the subject to respond to any accusations contained therein.” *Id.*

b. The First Amendment Right of Access

The First Amendment presumptive right of access applies to civil and criminal proceedings and “protects the public against the government’s arbitrary interference with access to important information.” *N.Y. Civil Liberties Union v. N.Y.C. Transit Auth.* (“NYCTA”), 684

F.3d 286, 298 (2d Cir. 2012) (internal quotation marks omitted). The Second Circuit has not directly reached the question of whether a First Amendment right of access exists for search warrants and supporting materials. *In re Newsday, Inc.*, 895 F.2d at 79-80 (To determine whether there is a right of access to, courts “first look to the common law, for [they] need not, and should not, reach the First Amendment issue if judgment can be rendered on some other bases.”).

The Circuit has applied two different approaches when deciding whether the First Amendment right applies to particular material. The “experience-and-logic” approach asks “both whether the documents have historically been open to the press and general public and whether public access plays a significant positive role in the functioning of the particular process in question.” *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 120 (2d Cir. 2006) (internal quotation marks omitted). The second approach—employed when analyzing judicial documents related to judicial proceedings covered by the First Amendment right—asks whether the documents at issue “are derived from or are a necessary corollary of the capacity to attend the relevant proceedings.” *Id.* (internal quotation marks and alteration omitted).

Even when it applies, however, the First Amendment right creates only a *presumptive* right of access. “What offends the First Amendment is the attempt to [exclude the public] without sufficient justification,” *NYCTA*, 684 F.3d at 296, not the simple act of exclusion itself. Thus, the presumptive right of access may be overcome by “specific, on-the-record findings that sealing is necessary to preserve higher values and only if the sealing order is narrowly tailored to achieve that aim.” *Lugosch*, 435 F.3d at 124.

c. Redactions to Documents Subject to Right of Access

Finally, in any case in which some sealing of a judicial document is appropriate, the

Second Circuit has directed that the court must determine whether redaction is “a viable remedy,” or whether the document presents “an all or nothing matter.” *Amodeo II*, 71 F.3d at 1053; *see also In re Newsday, Inc.*, 895 F.2d at 80 (noting that “a district court has the authority to redact a document to the point of rendering it meaningless, or not to release it at all, but such drastic restrictions on the common law right of access are not always appropriate.”). Where redactions are necessary to protect the interests described above, the Second Circuit has considered whether the portions of the document that remain intact are intelligible and informative, or are more likely to be confusing and misleading. *Amodeo II*, 71 F.3d at 1053. Where partial redaction is not a viable option, the Circuit has indicated that the entire document may remain under seal. *Id.*

III. DISCUSSION

a. Any Common Law Right of Access is Outweighed by Countervailing Factors Recognized By the Second Circuit

As noted, the Second Circuit has recognized a common law right of access to Rule 41 search warrants and applications, in the context of a closed investigation where the Government acknowledged that “its need for secrecy is over.” *In re Newsday, Inc.*, 895 F.2d at 79. Here, as set forth in more detail in the Government’s sealed submission, the investigation is ongoing, a factual situation expressly distinguished by the Second Circuit. *Id.* at 78 (distinguishing its holding from a Ninth Circuit opinion on the right of access to search warrant in the context of an ongoing investigation).² For this reason, the Court may deny the Times’s motion as premature.

But even assuming, *arguendo*, that the common law right of access does extend to this context, and indeed that it is “particularly weighty,” as the Times contends, the right is a

² In addition, the Second Circuit’s holding in *In re Newsday, Inc.* related to Rule 41 search warrant materials, whereas the Times’s request encompasses both Rule 41 search warrant

qualified one, which in this case is overcome by countervailing factors – the need to protect an ongoing law enforcement investigation and judicial efficiency, and the need to protect privacy interests.

1. Law Enforcement Interests

It is well-settled that the need to prevent interference with a law enforcement investigation may outweigh any right of access. *See All Funds*, 643 F. Supp. 2d at 585 (collecting cases). Courts have recognized numerous different ways in which the disclosure of sealed materials could interfere with an investigation. Search warrant materials often reveal “the identities of persons of interest in criminal investigations.” *In re Search Warrant*, 2016 WL 7339113, at *4; *In Application of the United States for an Order Pursuant to 18 U.S.C. § 2703(d)*, 707 F.3d 283, 294 (4th Cir. 2013) (citing fact that “documents at issue set forth sensitive nonpublic facts, including the identity of targets and witnesses in an ongoing criminal investigation”). The disclosure of sealed materials could also jeopardize the cooperation of persons in either the particular investigation or in future cases. *Amodeo II*, 71 F.3d at 1050. And even when *some* aspect of a criminal investigation is public, disclosure of a detailed affidavit could “disclose to the subjects the full range of potential criminal violations being investigated, the evidence obtained by the United States prior to the searches, and the information which the subjects and other individuals had provided to the United States or had failed or declined to provide.” *In re Sealed Search Warrants Issued June 4 and 5, 2008*, 08-M-208 (DRH), 2008 WL 5667021, at *4 (N.D.N.Y. July 14, 2008); *see also In re Search Warrant for Secretarial Area Outside Office of Gunn (Gunn)*, 855 F.2d 569, 574 (8th Cir. 1988) (public access outweighed by

materials and Stored Communications Act (“SCA”) search warrant materials. However, even assuming, *arguendo*, that the common law right of access applies to both Rule 41 and SCA warrants, that right is outweighed for the reasons set forth herein.

fact that disclosure would reveal the “nature, scope and direction of the government’s investigation”).

Here, as set forth in detail in the Government’s supplemental submission, disclosure of the Materials could cause several of these forms of prejudice. *See* Sealed Br. 5-8. Thus, it is simply not correct, as the Times asserts, that “any risk of impairing law enforcement interests is minimal.” (Times Br. 4). To the contrary, at present, there is a significant interest in maintaining the Materials under seal, because disclosure could prejudice an ongoing investigation in concrete, identifiable ways.

2. Privacy Interests

In addition to the law enforcement interests cited above, the privacy rights of third parties provide another compelling justification for sealing, one which outweighs any common law right of access that may attach. It is well established that the need to protect privacy interests may outweigh the right of access. *See generally Giuffre v. Maxwell*, 15 Civ. 7433 (RWS), 2018 WL 4062649, at *5-*8 (S.D.N.Y. Aug. 27, 2018). The Second Circuit has held that “the privacy interests of innocent third parties should weigh heavily in a court’s balancing equation.” *Amodeo II*, 71 F.3d at 1050 (quoting *In re Newsday, Inc.*, 895 F.2d at 79-80). And in the specific context of third parties named in search warrant applications, that interest is especially weighty, because “a person whose conduct is the subject of a criminal investigation but is not charged with a crime should not have his or her reputation sullied by the mere circumstance of an investigation.” *In re Search Warrant*, 2016 WL 7339113, at *4. Moreover, unlike charged defendants, uncharged third parties whose involvement in or association with criminal activity is alleged in search warrant materials may find themselves harmed by the disclosure but without

recourse to respond to the allegation. *See In re Newsday, Inc.*, 895 F.2d at 80; *Amodeo II*, 71 F.3d at 1051.³

Here, as set forth in the Government's supplemental submission, many uncharged individuals and entities are named in the Materials. Although the Times contends that the Court may consider whether the information in question has already been publicized by other means (Times Br. 4), the detailed evidence set forth in the Materials goes well beyond what has otherwise been made public. *See* Sealed Br. 1-5, 8-10. For these reasons, the privacy interests of third parties provides an additional basis to maintain the Materials under seal.

b. The First Amendment Right of Access Does Not Apply and Is Outweighed by the Same Countervailing Factors

The Times argues that this Court should recognize a First Amendment right of access to search warrant materials as an alternative basis for unsealing the Materials. The Second Circuit has not yet recognized such a right, however – in an ongoing investigation or otherwise – and the weight of authority is against the Times's position. Two circuit courts have held that no First Amendment right of access attaches to search warrant materials. *See Times Mirror Co. v. United States*, 873 F.2d 1210, 1216 (9th Cir. 1989) (so holding in context of an ongoing investigation); *Baltimore Sun Co. v. Goetz*, 886 F.2d 60, 64-65 (4th Cir. 1989) (same). *But see In re Search Warrant for Secretarial Area Outside Office of Gunn*, 855 F.2d 569, 572-74 (8th Cir. 1988) (recognizing right of access). And it appears that every district court in this Circuit to have considered the issue has similarly found no First Amendment right of access. *See United States*

³ The Government has not notified the uncharged third parties that they were named in the Materials, in part because disclosure of that fact to certain of the uncharged third parties would itself impair the ongoing investigation. The Court may nevertheless recognize the privacy rights of these third parties. *See In re Search Warrant*, 2016 WL 7339113, at *4 (court *sua sponte* ordered redactions to protect privacy rights of third party named in search warrant materials).

v. Pirk, 282 F. Supp. 3d 585, 597-600 (W.D.N.Y. 2017) (collecting cases); *see also In re Search Warrant*, 2016 WL 7339113, at *3 (Castel, J.); *All Funds*, 643 F. Supp. 2d at 581-83 (Swain, J.); *United States v. Paloscio*, 09 Cr. 1199 (LMM), 2002 WL 1585835, at *3 (S.D.N.Y. July 17, 2002); *In re San Francisco Chronicle*, 07-00256-MISC (TCP), 2007 WL 2782753, at *2-*3 (E.D.N.Y. Sept. 24, 2007).

As Judge Swain has explained in applying the governing “experience and logic test,” no First Amendment right of access attaches to search warrant materials because “[w]arrant application proceedings are highly secret in nature and have historically been closed to the press and public.” *All Funds*, 643 F. Supp. 2d at 583. And based on similar reasoning in an analogous context, the Second Circuit found no First Amendment right of access to wiretap materials. *See In re the Application of the New York Times Co. to Unseal Wiretap & Search Warrant Materials (In re Wiretap)*, 577 F.3d 401, 410 (2d Cir. 2009). Thus, the Court should find that no First Amendment right of access attaches here.

In any event, even assuming such a right did attach, it is undisputedly a qualified right, which may be outweighed by countervailing factors. To be sure, the First Amendment right of access “gives rise to a higher burden on the party seeking to prevent disclosure than does the common law presumption,” such that the Court must make “specific, on-the-record findings that higher values necessitate narrowly tailored sealing.” *Lugosch*, 435 F.3d at 126. But the law enforcement and privacy concerns described above are undoubtedly higher values that may outweigh any First Amendment right of access, and the balancing analysis is the same under either framework. *See All Funds*, 643 F. Supp. 2d at 586 n.8 (collecting cases). Thus, for the reasons stated in Part III(a), *supra*, as well as in the Government’s supplemental submission, there is an ample basis for the Court to make on-the-record findings that any First Amendment

right of access that may attach is outweighed by (a) the risk of interference with an ongoing law enforcement investigation and (b) the privacy rights of uncharged third parties.

c. Redactions Are Not a Viable Remedy At This Time

The Times argues that, in the alternative, the Materials should be released with any sensitive law enforcement information or information implicating privacy interests redacted. (Times Br. 4). Releasing the Materials in redacted form is not a viable remedy at the present time, for at least two reasons.

First, such disclosure would require a line-by-line review of the Materials – which are substantial – to identify which information must be redacted to protect the integrity of the ongoing investigation; which information constitutes protected grand jury material; and which information must be redacted to protect privacy interests of uncharged individuals. While this cumbersome exercise might be appropriate at the conclusion of the investigation, to require it in this context would set a precedent that is contrary to the public interest, by requiring the Government to engage in such a time-consuming exercise in the midst of ongoing investigations. Moreover, as the investigation develops, certain information might become public by other means, or the disclosure of certain specific information might no longer be an impediment to the investigation, requiring the constant revisiting of decisions about what to redact. If such piecemeal unsealing were permitted, it could give rise to repeated or periodic motions to unseal in investigations of media interest, placing a burden on both the Government to constantly rejustify sealing and the Court to constantly review unsealing applications. From the standpoint of protecting judicial efficiency and law enforcement interests, it makes far more sense to permit the Government to conclude its ongoing investigation before proposing redactions. *See Amodeo II*, 71 F.3d at 1050 (relying on both law enforcement interests and judicial efficiency).

Second, the release of a partially redacted version of the Materials could be more damaging to uncharged third parties than wholesale release, because the redactions would lead to rampant speculation. The Second Circuit addressed this concern in *Amodeo II*, which concerned a request to unseal an investigative report filed with the court by a court officer appointed pursuant to a consent decree. 71 F.3d at 1047. Part of the report consisted of accusatory information about an uncharged individual, who had since been appointed to a prominent position in the Clinton administration. The Second Circuit initially authorized certain redactions in the report to protect an ongoing investigation and the privacy interests of certain parties. *Id.* It then held, however, that the report should not be released in its partially redacted form, because the redacted version “would provide little meaningful information to the public.” *Id.* at 1048. Moreover, because the names of the sources of information had to be redacted, the Court reasoned, the redacted report was “more likely to mislead than to inform the public,” because “[i]t would circulate accusations that cannot be tested by the interested public because the sources and much of the subject matter are shrouded by the redactions.” *Id.* at 1052. This would leave the uncharged third parties “in the unfair position of choosing between suffering the accusations in silence or revealing redacted information.” *Id.*

The same concerns apply here. The Materials include detailed information about the conduct of third parties. As the Court is surely aware, this case has been the subject of an unusual amount of public attention and speculation about the nature and scope of the Government’s investigation. If the Materials were unsealed in redacted form, such redactions would likely need to be extensive to protect the ongoing investigation and the privacy interests of the numerous uncharged third parties. As a result, the disclosures “would provide little meaningful information to the public.” *Id.* at 1048. What is more, the disclosure would almost

certainly result in a very public guessing game in which the media and members of the public attempted to guess the identities of the uncharged parties described in the Materials – particularly the campaign finance portions. This would leave those individuals in the unfair position of defending against speculation that they were or currently are under investigation. *Id.* at 1052.

For these reasons, release of partially redacted versions of the Materials is not a viable remedy at this time.

CONCLUSION

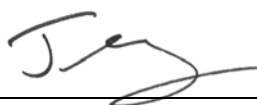
At present, disclosure of the Materials would jeopardize an ongoing law enforcement investigation in concrete ways. In addition, disclosure would infringe on the privacy interests of numerous third parties. For these reasons, and those set forth in the Government's supplemental submission, the Government respectfully requests that the Court deny the Times's motion.

Dated: October 25, 2018
New York, New York

Respectfully submitted,

ROBERT S. KHUZAMI
Attorney for the United States,
Acting Under Authority Conferred
by 28 U.S.C. § 515

By:



Andrea Griswold
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PX-4



U.S. Department of Justice

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July 15, 2019

EX PARTE and UNDER SEAL

BY EMAIL and HAND

The Honorable William H. Pauley III
United States District Judge
Southern District of New York
500 Pearl Street
New York, NY 10007

Re: United States v. Michael Cohen, 18 Cr. 602 (WHP)

Dear Judge Pauley:

Pursuant to the Court's February 7, 2019 opinion and order (the "Order") and May 21, 2019 order, the Government respectfully submits this sealed, *ex parte* status report explaining the need for continued redaction of the materials subject to the Order. (See Order at 30).

By way of background, several media organizations filed a request to unseal the affidavits, warrants, and riders associated with several different searches that were conducted in connection with a grand jury investigation into Michael Cohen and others (the "Materials"). The Government opposed that request, citing the need to protect an ongoing investigation and the personal privacy of certain individuals named in the Materials. On February 7, 2019, this Court granted the motion in part and denied it in part. Although the Court directed that certain parts of the Materials be unsealed (with limited redactions to protect privacy interests), the Court denied the motion to unseal all of the Materials. Relevant here, the Court held that "the portions of the Materials relating to Cohen's campaign finance crimes shall be redacted" to protect the ongoing law enforcement investigation. (Order at 11). On May 21, 2019, after receiving a status update from the Government on the need for continued sealing, the Court issued an order permitting continued sealing of the campaign finance portions of the Materials to protect an ongoing investigation, and directed that the Government provide another update by this date.

The Government is no longer seeking to maintain the campaign finance portions of the Materials under seal in order to protect an ongoing investigation.¹ However, while the majority of

¹ The Government has effectively concluded its investigations of (1) who, besides Michael Cohen, was involved in and may be criminally liable for the two campaign finance violations to which Cohen pled guilty [REDACTED]; and (2) whether certain individuals, [REDACTED], made false statements, gave false testimony or otherwise obstructed justice in connection with this investigation [REDACTED]

the campaign finance portions of the Materials can now be unsealed, the Government respectfully submits that some redactions should be maintained in order to protect the personal privacy of certain individuals. In particular, consistent with the Court's prior Order, the Government seeks to redact references to individuals who are either (1) "'peripheral characters' for whom the Materials raise little discernable inference of criminal conduct" but who "may nonetheless be 'stigmatized'" by their inclusion in the Materials; or (2) people "around Cohen from which the public might infer criminal complicity." (Order at 14). However, while most references to such individuals are redacted, the Government does not seek to redact references to those individuals that are either (a) facts that have been publicly confirmed, either by the individual in public statements or the Government in public filings; or (b) facts sourced from publicly available materials. (*See* Order at 15 ("Shielding third parties from unwanted attention arising from an issue that is already public knowledge is not a sufficiently compelling reason to justify withholding judicial documents from public scrutiny.")).

Together with this letter, the Government has transmitted a copy of one of the search warrant affidavits with the proposed redactions marked. *See* Ex. A, at 38-57, 66-67, 71, 73-74, 83-101. (The proposed redactions also include the privacy-based redactions previously authorized in the bank and tax portions of the Materials.) The Government respectfully requests that the Court approve these redactions, and will submit corresponding redactions to the other affidavits (which are substantially similar to the attached affidavit) once the Court has ruled on these proposed redactions.

Respectfully submitted,

AUDREY STRAUSS
Attorney for the United States,
Acting Under Authority Conferred by
28 U.S.C. § 515

By: 
Thomas McKay / Nicolas Roos
Assistant United States Attorneys
(212) 637-2200

cc: Counsel of Record (by ECF)

PX-5

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December 2, 2019

Via Email and FedEx
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New York, NY 10013

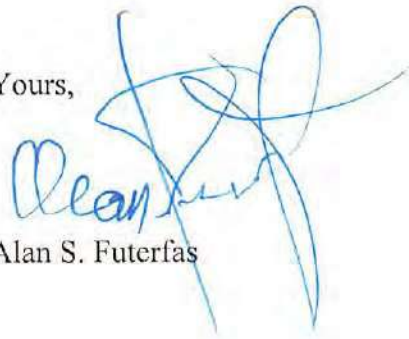
Re: Investigation into the Business and Affairs of John Doe (2018-00403803)

Dear Mr. Shinerock:

On behalf of Donald J. Trump, the Trump Organization, and all officers and employees of the Trump Organization, in connection with the grand jury investigation in the above-referenced matter, this letter respectfully requests notice of grand jury action pursuant to Your Office's verbal representation of same to the United States Court of Appeals for the Second Circuit, and as per C.P.L. § 190.50 in order to provide an opportunity to make witnesses and evidence available to the grand jury prior to the bringing of formal charges.

Thank you.

Yours,


Alan S. Futerfas

cc: Marc Mukasey, Esq.

PX-6



ALVIN L. BRAGG, JR.
DISTRICT ATTORNEY

DISTRICT ATTORNEY
OF THE
COUNTY OF NEW YORK
ONE HOGAN PLACE
New York, N. Y. 10013
(212) 335-9000

February 10, 2023

Susan R. Necheles
NechelesLaw, LLP
1120 Sixth Ave., 4th Floor
New York, NY 10036

Dear Ms. Necheles:

This letter is to memorialize our phone conversation this week regarding your request for notice of grand jury action.

We understand that you represent Donald J. Trump and the Trump Organization in connection with the grand jury investigation in the matter styled [REDACTED]. On December 2, 2019, this Office received a letter from Alan S. Futerfas on behalf of Mr. Trump and the Trump Organization requesting notice of grand jury action pursuant to C.P.L. § 190.50, in order to provide an opportunity to make witnesses available to the grand jury prior to the bringing of formal charges. You confirmed on our telephone call on Tuesday, February 7, 2023 that that request remains in effect and has not to date been withdrawn.

We accordingly notify you pursuant to C.P.L. § 190.50 that Mr. Trump may be heard on March 15 or March 16, 2023, at 2:00 p.m., at Room 464 of 80 Centre Street, if he wishes to appear before the grand jury as a witness in his own behalf. Please confirm by March 8, 2023, if Mr. Trump will appear before the grand jury.

If you have any questions, please call me at [REDACTED]

Sincerely,

/ s / Matthew Colangelo
Matthew Colangelo
Assistant District Attorney

PX-7

From: [Susan Necheles](#)
To: [Colangelo, Matthew](#)
Cc: [Hoffinger, Susan](#); [Conroy, Christopher](#); [McCaw, Catherine](#); [Ellis, Katherine](#); [Mangold, Rebecca](#)
Subject: [EXTERNAL] Re: correspondence
Date: Wednesday, March 8, 2023 5:22:43 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Forward suspect email to [REDACTED] as an attachment (Click the More button, then forward as attachment).

Matthew,

I am confirming in writing that my client, Donald Trump, will not be testifying before the grand jury.

Susan R. Necheles

Sent from my iPhone

On Feb 10, 2023, at 11:08 AM, Colangelo, Matthew
[REDACTED] wrote:

Susan,

Please see the attached letter.

Thank you,
Matthew Colangelo

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<2023-02-10 ltr to S Necheles re CPL 190.50.pdf>

PX-8

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

DONALD J. TRUMP,

Defendant.

THE GRAND JURY OF THE COUNTY OF NEW YORK, by this indictment, accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about February 14, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated February 14, 2017, marked as a record of the Donald J. Trump Revocable Trust, and kept and maintained by the Trump Organization.

SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about February 14, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for the Donald J. Trump Revocable Trust, bearing voucher number 842457, and kept and maintained by the Trump Organization.

THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about February 14, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for the Donald J. Trump Revocable Trust, bearing voucher number 842460, and kept and maintained by the Trump Organization.

FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about February 14, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump Revocable Trust Account check and check stub dated February 14, 2017, bearing check number 000138, and kept and maintained by the Trump Organization.

FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about March 16, 2017 through March 17, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated February 16, 2017 and transmitted on or about March 16, 2017, marked as a record of the Donald J. Trump Revocable Trust, and kept and maintained by the Trump Organization.

SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about March 17, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for the Donald J. Trump Revocable Trust, bearing voucher number 846907, and kept and maintained by the Trump Organization.

SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about March 17, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump Revocable Trust Account check and check stub dated March 17, 2017, bearing check number 000147, and kept and maintained by the Trump Organization.

EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about April 13, 2017 through June 19, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated April 13, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about June 19, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 858770, and kept and maintained by the Trump Organization.

TENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about June 19, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated June 19, 2017, bearing check number 002740, and kept and maintained by the Trump Organization.

ELEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about May 22, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated May 22, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

TWELFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about May 22, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 855331, and kept and maintained by the Trump Organization.

THIRTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about May 23, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated May 23, 2017, bearing check number 002700, and kept and maintained by the Trump Organization.

FOURTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about June 16, 2017 through June 19, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated June 16, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

FIFTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about June 19, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 858772, and kept and maintained by the Trump Organization.

SIXTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about June 19, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated June 19, 2017, bearing check number 002741, and kept and maintained by the Trump Organization.

SEVENTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about July 11, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated July 11, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

EIGHTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about July 11, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 861096, and kept and maintained by the Trump Organization.

NINETEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about July 11, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated July 11, 2017, bearing check number 002781, and kept and maintained by the Trump Organization.

TWENTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about August 1, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated August 1, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

TWENTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about August 1, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 863641, and kept and maintained by the Trump Organization.

TWENTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about August 1, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated August 1, 2017, bearing check number 002821, and kept and maintained by the Trump Organization.

TWENTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about September 11, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated September 11, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

TWENTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about September 11, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 868174, and kept and maintained by the Trump Organization.

TWENTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about September 12, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated September 12, 2017, bearing check number 002908, and kept and maintained by the Trump Organization.

TWENTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about October 18, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated October 18, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

TWENTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about October 18, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 872654, and kept and maintained by the Trump Organization.

TWENTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about October 18, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated October 18, 2017, bearing check number 002944, and kept and maintained by the Trump Organization.

TWENTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about November 20, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated November 20, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

THIRTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about November 20, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 876511, and kept and maintained by the Trump Organization.

THIRTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about November 21, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J. Trump account check and check stub dated November 21, 2017, bearing check number 002980, and kept and maintained by the Trump Organization.

THIRTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about December 1, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an invoice from Michael Cohen dated December 1, 2017, marked as a record of Donald J. Trump, and kept and maintained by the Trump Organization.

THIRTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about December 1, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, an entry in the Detail General Ledger for Donald J. Trump, bearing voucher number 877785, and kept and maintained by the Trump Organization.

THIRTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about December 5, 2017, with intent to defraud and intent to commit another crime and aid and conceal the commission thereof, made and caused a false entry in the business records of an enterprise, to wit, a Donald J.

Trump account check and check stub dated December 5, 2017, bearing check number 003006,
and kept and maintained by the Trump Organization.

ALVIN L. BRAGG, JR.
District Attorney

GJ #8-5A

8th ADDITIONAL
GRAND JURY
1st TERM

Filed: MAR 30 2023

NA

No.
INA-7154.3-23

THE PEOPLE OF THE STATE OF NEW YORK

-against-

DONALD J. TRUMP,

Defendant.

INDICTMENT

FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE, P.L. §175.10, 34 Cts

ALVIN L. BRAGG JR., District Attorney

A True Bill


Foreperson

ADJOURNED TO PART _____ ON _____

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SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: PART 59

-----X

THE PEOPLE OF THE STATE OF NEW YORK : INDICTMENT NO.

: 71543-2023

-against-

: CHARGE:

FALSIFYING

DONALD J. TRUMP,

: BUSINESS RECORDS

Defendant.

1ST DEGREE

-----X

100 Centre Street

New York, N.Y. 10013

May 23, 2023

H O N O R A B L E:

JUAN MERCHAN,

Justice of the Supreme Court.

A P P E A R A N C E S:

FOR THE PEOPLE:

ALVIN BRAGG, JR., DISTRICT ATTORNEY

SUSAN HOFFINGER, ESQ.

CHRISTOPHER CONROY, ESQ.

MATTHEW COLANGELO, ESQ.

CATHERINE McCRAW, ESQ.

BECKY MANGOLD, ESQ,

KATHERINE ELLIS, ESQ.

FOR THE DEFENDANT:

SUSAN NECHELES, ESQ.

TODD BLANCHE, ESQ.

YVONNE OVIEDO
SENIOR COURT REPORTER

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 COURT OFFICER: All rise. Part-59 New York
2 County Supreme Court is now in session. The Honorable Juan
3 Merchan presiding.

4 THE COURT: Good afternoon, please be seated.

5 THE CLERK: Calendar 1. Indictment 71543 of 23,
6 Donald J. Trump. Appearances please.

7 MS. McCaw: For the People, Katherine McCaw.
8 Also I have with me my colleagues, Katherine Ellis, Becky
9 Mangold, Susan Hoffinger, Christopher Conroy, and Matthew
10 Colangelo. Good afternoon.

11 THE COURT: Good afternoon.

12 MS. NECHELES: Good afternoon, your Honor. For
13 defendant, President Trump, Susan Necheles. He is in
14 Florida on the video, and with him is my co-counsel Todd
15 Blanche.

16 THE COURT: Good afternoon, Ms. Necheles. Good
17 afternoon, Mr. Trump. Good afternoon, Mr. Blanche. Could
18 you please put your appearance on the record.

19 MR. BLANCHE: Good afternoon. Todd Blanche for
20 President Trump, who is seated next to me virtually. As we
21 previously indicated to the Court, we waived the
22 President's physical presence at today's hearing, and as
23 such, he is appearing remotely. Good afternoon.

24 THE COURT: Good afternoon. Before I continue, I
25 do want to remind everyone present, both here in the

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 courthouse, as well as at the remote location, that
2 recording, copying, forwarding of any kind of today's
3 proceedings is prohibited.

4 Now, Mr. Trump, there is a couple of reasons why we're
5 having this hearing today. Primarily, we want to go over
6 the protective order. I'm sure you recall that when this
7 case was arraigned on April 4th, there was some discussion
8 on the record about the protective order.

9 The attorneys represented at that time that they were
10 very close to reaching an agreement, but unfortunately one
11 was not in place that day. So we were unable to put a
12 protective order, or the terms of a protective order on the
13 record.

14 I was under the impression that we would have one
15 shortly thereafter. I was eventually notified that the
16 parties could not come to an agreement. So we put the case
17 over to May 4th for a hearing on the issue of the
18 protective order, and on May 4th your appearance was waived
19 by Counsel.

20 At that time, we discussed numerous issues regarding
21 the protective order. I found that actually the two sides
22 were in agreement on many things, on many points, but there
23 were a few that they were not. I did make some rulings
24 only those. I also encouraged the two sides to see if they
25 could work out some of their differences.

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 Then an May 8th, I was given a copy of the protective
2 order that incorporated my rulings and incorporated the
3 agreements that the parties had come to. That is the
4 protective order that I signed.

5 Now, Mr. Trump, do you have a copy of that protective
6 order?

7 THE DEFENDANT: Yes, I do.

8 THE COURT: And Mr. Blanche, have you had an
9 opportunity to review that protective order with your
10 client?

11 MR. BLANCHE: Yes, your Honor.

12 THE COURT: And have you reviewed each of the 9
13 so ordered paragraphs that are contained in that protective
14 order?

15 MR. BLANCHE: I have, your Honor, and I've
16 discussed it at length as well, your Honor.

17 THE COURT: Were there any issues that your
18 client comes in to today's hearing not understanding, or
19 any outstanding issues that he would like to resolve at
20 this time?

21 MR. BLANCHE: Nothing to resolve, your Honor.
22 Certainly our objection that we noted in our papers and at
23 briefing remain so that because President Trump is running
24 for president of the United States, and is the current
25 leading contender for such, he very much is concerned that

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 his First Amendment rights are being violated by this
2 protective order.

3 I have explained to him that that is not Your Honor's
4 intention, and that you have made that clear previously
5 that that is not your intention, and that this is not a gag
6 order, and that he is free to speak about the case and to
7 defend himself subject to the limitations in the protective
8 order. But that being said, that is the only -- the
9 protective order is in place.

10 THE COURT: Thank you, Mr. Blanche. Yes, that is
11 true, it's certainly not a gag order, and it's certainly
12 not my intention to in any way impede Mr. Trump's ability
13 to campaign for the presidency of the United States. He's
14 certainly free to deny the charges. He's free to defend
15 himself against the charges. He's free to campaign. He's
16 free to do just about anything that does not violate the
17 specific terms of this protective order.

18 Now, because you've reviewed this with your client,
19 and I'm sure he's asked questions, and I'm sure you've
20 answered his questions, I don't think there is any need for
21 me to go line by line through this protective order. It's
22 just not something I've ever done before with any other
23 defendant who has appeared before me. It's not really
24 something that I see the need to do right now based on your
25 representation that you discussed it and you've advised

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 your client accordingly. Is that right?

2 MR. BLANCHE: I agree with you, your Honor, I do
3 not believe it's necessary to go line by line otherwise
4 address the protective order.

5 THE COURT: Now, did you also explain to your
6 client that this order constitutes a mandate of the Court?

7 MR. BLANCHE: Yes.

8 THE COURT: And did you explain to your client
9 what that means?

10 MR. BLANCHE: Yes, he understands that he has to
11 comply with the order, and if he doesn't do so, he's
12 violating Your Honor's Court Order.

13 THE COURT: And violation of a Court Order, or a
14 violation of a Court mandate could result in sanctions.
15 There are a wide range of sanctions. They could include up
16 to a finding of contempt, which is punishable. You can
17 explain that to your client.

18 MR. BLANCHE: Understood, your Honor.

19 THE COURT: Okay, I don't believe there is
20 anything else we need to go over as far as the protective
21 order. Before we move along, is there anything that you'd
22 like to say, or go on the record with?

23 MS. McCRAW: Nothing from the People, your Honor.

24 THE COURT: Ms. Necheles, anything from you?

25 MS. NECHELES: No, your Honor, nothing.

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 THE COURT: Very briefly I just want to turn our
2 attention to the issue regarding whether Mr. Tacopina is
3 conflicted out of this case or not. I just want to let
4 everyone know that I did receive documents. I did receive
5 them in chambers. I've begun to review them. Other than
6 that, there is really nothing else to put on the record at
7 this time regarding Mr. Tacopina.

8 I think the last thing I want to go over is the motion
9 schedule and trial schedule. So as you know, I circulated
10 an email on May 11th. At that time I indicated this matter
11 has been set down for trial to begin on March 25th of 2024.
12 At that time, we will address any remaining motions in
13 limine, finalizing the hearings that might be outstanding,
14 and commence jury selection.

15 As indicated in that email, all parties, including
16 Mr. Trump, are directed to not engage or otherwise enter
17 into any commitments, personal, professional, other
18 otherwise, that would prevent you from starting a trial on
19 March 25, 2024, and completing it without interruption.
20 That is a date certain for the commencement of this trial.

21 As also indicated in the email, this Court will not
22 entertain the substitution of counsel, unless the attorney
23 seeking to be substituted in is fully available to begin
24 and finish the trial as per the designated schedule.

25 Any questions about that?

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 MS. NECHELES: No, your Honor.

2 MS. McCAW: No, your Honor.

3 THE COURT: Just to review, I believe that the
4 motion schedule that's in place right now, calls for
5 defense motions to be filed off-calendar on August 8th, the
6 People's response to be filed off-calendar on
7 September 19th, and this matter is being adjourned to
8 December 4th for decision.

9 I will note, for the record, that the period between
10 December 4th, the date of decision, and March 25th, the
11 commencement of trial, provides a large enough cushion, a
12 significant cushion, so that if there are any unforeseen
13 delays, including the Court's inability to decide all the
14 motions in time -- there should be no delays. I expect
15 that there will be no delays as to the trial, even if there
16 are other delays up front.

17 Any questions about that?

18 MS. NECHELES: Your Honor, if I could address
19 that. When we set that date of August 8th for the defense
20 brief to be due, we expected to be getting discovery
21 shortly thereafter. We set that date with time built in so
22 that we could review all the discovery and make our
23 motions. It's now been seven weeks and we have not
24 received any discovery at all to date. I expect that we'll
25 be receiving discovery today.

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 So we would ask that the Court allow an adjournment
2 til the end of September for the defense motions, which is
3 approximately seven weeks. It's a little bit longer
4 because of how the Jewish holidays fall. So we would ask
5 for that so that we would have time that we originally
6 thought we were going to have to be able to review all the
7 discovery and make the proper motions.

8 As your Honor said, now that we have a trial date of
9 March 25th, I believe that that would give time to put all
10 the other dates back as well.

11 THE COURT: People.

12 MS. McCaw: So before we address the issue of a
13 trial schedule, I would like to just say that we are
14 currently serving defense counsel with a copy of the
15 automatic discovery form, the addendum to the automatic
16 discovery form, a cover letter describing the materials, as
17 well as a hard drive that contains the People's first
18 production of discovery materials.

19 MS. NECHELES: Thank you.

20 THE COURT: Thank you.

21 MS. McCaw: With that said, we would note that
22 the original discovery, the original motion schedule was
23 set with the ultimate discovery deadline in mind of
24 June 8th, and in fact was pegged to be two months after the
25 People's production of the bulk of discovery materials on

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 June 8th, which is the statutory deadline.

2 We anticipate that we will still be able to make the
3 production of the vast majority of materials, save for
4 email messages that would be turned over pending an email
5 review, and are on track to meet that deadline. At this
6 point in time, we don't see any need to extend the motion
7 schedule.

8 THE COURT: Would you like to be heard further?

9 MS. NECHELES: Your Honor, I had spoken with the
10 People before. I was aware that they were opposing this.
11 I don't really see the harm to the People. I understand
12 what they're saying that they still expect to finalize
13 discovery, but we haven't even started looking at it. We
14 have to upload it, and we haven't had any opportunity to do
15 that. We have lost seven weeks on this.

16 I will note that after we finalized the protective
17 order, we requested at that point, that the People produce
18 the discovery to the lawyers only so that we could start
19 uploading it, with an assurance from the lawyers that we
20 would hold it, and only us would review it, and we wouldn't
21 discuss it with anybody, and the People declined to do so.
22 So now we're seven weeks out and we haven't had the
23 opportunity. I really don't know that there is any harm.

24 THE COURT: The only harm is that that would eat
25 significantly into this cushion that we tried to build in.

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 I can extend it a reasonable amount of time. It can't go
2 in September or late September. I will extend it to
3 August 29th.

4 MS. NECHELES: Thank you, your Honor.

5 THE COURT: People, will you be requesting three
6 additional weeks?

7 MS. McCAW: I think that the People are still
8 fine with a 6-week response time, your Honor.

9 THE COURT: Okay. So six weeks from August 29th
10 brings us to October 10th?

11 MS. McCAW: That's correct, your Honor.

12 THE COURT: I don't have a 2024 calendar. I'm
13 looking for dates in January of 2024 for Court's decision,
14 if anybody can pull one up.

15 MS. McCAW: So three additional weeks, your
16 Honor?

17 THE COURT: Yes.

18 MS. McCAW: I believe it would be January 2nd or
19 3rd.

20 THE COURT: What day of the week is January 2nd
21 or 3rd?

22 MS. McCAW: January 2nd is a Tuesday.
23 January 3rd is a Wednesday.

24 THE COURT: We'll put it over to January 4th.

25 MS. McCAW: I think three weeks would be

Yvonne Oviedo, Senior Court Reporter

PROCEEDINGS

1 specifically Christmas.

2 THE COURT: It would be Christmas. I just don't
3 think it's realistic to expect anybody to come in at that
4 time. So we'll put it on for January 4th, which is a
5 Thursday, at 9:30, for decision.

6 Are there any other matters we need to take up at this
7 time?

8 MS. McCaw: Yes, one additional note, your Honor.
9 The People anticipate filing a copy of the ADF within 48
10 hours in the Court's file, pending any sort of requests for
11 redactions from the defense.

12 THE COURT: Thank you. Mr. Blanche, do you have
13 any questions, anything else that you'd like to bring up?

14 MR. BLANCHE: ,No your Honor. Thank you.


15 THE COURT: All right, thank you. See you on the
16 adjourn date, October 10th. Thank you.

17 MS. McCaw: January 4th, you Honor?

18 THE COURT: January 4th.

19 *****

20 This is certified to be a true and accurate transcript
21 of the above proceedings recorded by me.

22
23 
24 YVONNE OVIEDO
25 SENIOR COURT REPORTER

Yvonne Oviedo, Senior Court Reporter

PX-10

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 59

THE PEOPLE OF THE STATE OF NEW YORK

-against-

DONALD J. TRUMP,

Defendant.

AUTOMATIC
DISCOVERY FORMIndictment No. IND-
71543-23**A. BILL OF PARTICULARS**

The People intend to prove that in the commission of the offense(s) charged:

Donald J. Trump acted as a ☐ principal ☐ accomplice ☒ both

A description of the offense(s) charged; the approximate date, time, and location of each offense; and the approximate date, time and place of arrest are provided collectively in section B.1 below, the charging document, the Statement of Facts, the People's Response to Defendant's Request for A Bill of Particulars, and in the accompanying production of discovery.

B. DISCOVERY

With the exception of materials or information withheld subject to an order issued or anticipated pursuant to CPL § 245.70, the materials and information provided with this form are those that are in the actual possession of, or known to, the People. The People's disclosures may include documents, information, and materials that are not required to be disclosed under CPL § 245.20(1) but which have been disclosed in an exercise of the People's discretion. Pursuant to CPL § 245.20(1)(o), the People intend to introduce at any pre-trial hearing or trial all tangible property listed herein and disclosed to the defense. Pursuant to CPL §§ 245.10(1)(a) and 245.60, the People will produce additional discoverable material(s) and information should they come into the possession of, or become known to, the People, or as protective orders impacting upon the disclosure of such items are resolved. *(Should counsel for the defendant wish to discover, inspect, copy, photograph, or test any document or item listed below, counsel should contact the undersigned assistant.)*

1. Occurrence, Seizure and Arrest (CPL § 245.20(1)(r))**a. Occurrence****Count One:****Date:**

On or about February 14, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Two:

Date: On or about February 14, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Three:

Date: On or about February 14, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Four:

Date: On or about February 14, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Five:

Date: On or about March 16, 2017 – March 17, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Six:

Date: On or about March 17, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Seven:

Date: On or about March 17, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Eight:

Date: On or about April 13, 2017 – June 19, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Nine:

Date: On or about June 19, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Ten:

Date: On or about June 19, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Eleven:

Date: On or about May 22, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twelve:

Date: On or about May 22, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Thirteen:

Date: On or about May 23, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Fourteen:

Date: On or about June 16, 2017 – June 19, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Fifteen:

Date: On or about June 19, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Sixteen:

Date: On or about June 19, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Seventeen:

Date: On or about July 11, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Eighteen:

Date: On or about July 11, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Nineteen:

Date: On or about July 11, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty:

Date: On or about August 1, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-One:

Date: On or about August 1, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Two:

Date: On or about August 1, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Three:

Date: On or about September 11, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Four:

Date: On or about September 11, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Five:

Date: On or about September 12, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Six:

Date: On or about October 18, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Seven:

Date: On or about October 18, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Eight:

Date: On or about October 18, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Twenty-Nine:

Date: On or about November 20, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Thirty:

Date: On or about November 20, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Thirty-One:

Date: On or about November 21, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Thirty-Two:

Date: On or about December 1, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Thirty-Three:

Date: On or about December 1, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

Count Thirty-Four:

Date: On or about December 5, 2017

Place: 725 Fifth Avenue, New York, NY and elsewhere

b. Seizure

Date: April 4, 2023

App. Time: 1:00 PM

Place: One Hogan Place, New York, NY 10013

c. Official Arrest Information

Date: April 4, 2023

App. Time: 9:10 AM

Place: One Hogan Place, New York, NY 10013

2. LAW ENFORCEMENT ACTIVITY

a. Statements (CPL § 245.20(1)(a))

☐ If checked, the People hereby disclose, pursuant to CPL § 245.20(1)(a), written, oral or recorded statements of a defendant, made to a public servant engaged in law enforcement activity or to a person then acting under his or her direction or in cooperation with him or her.

b. Identification

☐ If checked, notice is hereby served, pursuant to CPL § 710.30(1)(b), that the People intend to offer at trial testimony regarding an observation of defendant either at the time or place of the commission of the offense or upon some other occasion relevant to the charges, to be given by a witness who has previously identified defendant.

c. Property Release (CPL § 245.20(1)(i))

☐ If checked, one or more photographs, photocopies, and reproductions were made by or at the direction of law enforcement personnel of property prior to its release pursuant to PL § 450.10. Any such photographs, photocopies and reproductions are included in the electronic discovery separately provided to counsel for the defendant.

3. DOCUMENTARY EVIDENCE

a. Grand Jury Testimony (CPL § 245.20(1)(b))

The People are disclosing the transcribed testimony of all witnesses who testified in the grand jury.

b. Witness Statements (CPL § 245.20(1)(e))

☒ If checked, written, recorded, or summarized statements, made by persons who have evidence or information relevant to an offense with which the defendant is charged or to any potential defense thereto, are or will be disclosed pursuant to our discovery obligation.

In addition, please see Addendum A for a list of books and other materials in possession of the People, which may include witness statements.

c. Photographs and Drawings (CPL § 245.20(1)(h))

☒ If checked, photographs and drawings, made or completed by a public servant engaged in law enforcement activity, or made by a person whom the prosecutor intends to call as a witness at trial or a pre-trial hearing, or which relate to the subject matter of a case, are or will be disclosed pursuant to our discovery obligation.

d. Scientific and Medical Reports (CPL § 245.20(1)(i))

☐ If checked, reports, documents, records, data, calculations or writings concerning physical or mental examinations or scientific tests or experiments or comparisons, relating to the criminal action or proceeding, that were or will be made by or at the request or direction of a public servant engaged in law enforcement activity or were or will be made by a person whom the People intend to call as a witness at trial or a pre-trial hearing, or which the People intend to introduce at trial or a pre-trial hearing are, or will be, disclosed as follows.

e. Search Warrant Materials (CPL § 245.20(1)(n))

☐ If checked, one or more search warrants were executed in connection with this case.

f. VTL Offenses (CPL § 245.20(1)(s))

☐ If checked, records exist of calibration, certification, inspection, repair or maintenance of machines and instruments utilized to perform scientific tests and experiments. Such records for the six months prior to the test(s) are disclosed pursuant to our discovery obligation. Records created six months or more after the tests were conducted will be disclosed as prescribed in the statute.

4. ELECTRONIC EVIDENCE

a. Electronic Recordings (CPL § 245.20(1)(g))

☒ If checked, the following electronic recordings were made or received in connection with this case and are, or will be, disclosed as follows.

- i. Recording of a conversation between defendant and a witness – Disclosed
- ii. Recordings of phone conversations between two witnesses – To Be Disclosed
- iii. Recording of a phone conversation between a witness and a third party – To Be Disclosed
- iv. Various recordings saved on a witness's cell phones – To Be Disclosed

The People currently intend to introduce the above-noted electronic recordings at a future hearing or trial.

b. Electronic Information (CPL § 245.20(1)(u))

☒ If checked, the People possess electronically-created or stored information that was obtained from the defendant or from a device owned or accessed by the defendant; or was obtained from a source other than the defendant. Said information is, or will be, disclosed as follows.

- i. Data from a witness's two cell phones – To Be Disclosed
- ii. Please refer to the table of contents accompanying each production of documents for a full listing of electronic information.

5. PHYSICAL EVIDENCE

a. Defendant / Co-defendant Property (CPL § 245.20(1)(m))

☐ If checked, the following tangible objects were obtained from or possessed by the defendant or a co-defendant. Any item not listed as recovered from the defendant's person was constructively possessed by the defendant. Unless otherwise noted, the items listed below were recovered either at or about the time of the defendant's arrest and/or during a search of persons or places by a public servant or an agent thereof. The People currently intend to introduce this property at trial or at a pre-trial hearing.

b. Other Tangible Property (CPL § 245.20(1)(o))

☒ If checked, there exists tangible property, in addition to any property already disclosed pursuant to CPL § 245.20(1)(m), that may relate to the subject matter of this case. The People currently intend to introduce this property at trial or at a pre-trial hearing.

- i. Witness's Cell Phone (Gold Case)
- ii. Witness's Cell Phone (Black Case)

6. **FURTHER DISCLOSURES**

a. **Computer Offenses (CPL § 245.20(1)(t))**

☐ If checked, disclosure is hereby made of the time, place and manner of a violation of Unauthorized Use of a Computer (Penal Law § 156.05) or Computer Trespass (Penal Law § 156.10):

b. **Other Disclosures**

☐ If checked, disclosure is hereby made of the following information or materials not otherwise included in other sections of this document.

c. **Lost or Destroyed Documents**

☐ If checked, disclosure is hereby made of the following materials or documents that have been destroyed or, despite diligent, good faith efforts to locate the items, lost.

C. **PROTECTIVE ORDERS**

☒ If checked, the People have filed or will file one or more motions for a protective order pursuant to CPL § 245.70. Therefore, under CPL §§ 245.10(1)(a), 245.20(5), 245.70, the People have withheld, or requested an extension of the time period for discovery of, potentially discoverable materials pending, or pursuant to, a ruling of the court. The particular paragraphs of CPL § 245.20 pursuant to which the information would otherwise be discoverable are noted, where applicable, within this document. The discoverable portions of such materials have been disclosed to the extent practicable.

D. **SUPPLEMENTAL DISCOVERY - SANDOVAL**

☐ If checked, the People provide notice, pursuant to CPL § 245.20(3), that all information found within the defendant's NY and III e-justice record, including, but not limited to, the defendant's names and/or aliases, dates of birth, addresses, complete record of arrests, convictions, sentences, and the facts related thereto, will be the subject of a *Sandoval* motion should this case proceed to trial. Other misconduct and criminal acts learned of by the People, and which we intend to include in a future *Sandoval* motion, will be disclosed in accordance with CPL § 245.10(1)(b).

E. **ADDITIONAL DISCOVERY / NOTICE**

In the interest of open, reciprocal discovery, and to the extent permissible under statutory and constitutional law, the People request the following additional disclosures and/or notices:

1. To the extent that the defendant believes that the discovery provided by the People is incomplete, provide the undersigned ADA with a list of the missing materials in the possession, custody, or control of the prosecution or persons under the prosecution's direction or control and describe how they "relate to the subject matter of the case."
2. The names and adequate contact information for all persons not listed in Addendums B and C whom the defendant knows to have evidence or information relevant to any offense charged or any potential defense thereto, and all statements, written or recorded or summarized in any writing or recording, for those persons.
3. To the extent that the defendant has served or intends to serve notice of intent to introduce psychiatric evidence pursuant to CPL § 250.10(1), timely written notice of such intention, and any and all documentation and information relevant to properly assess such assertion by the defendant.
4. To the extent that the defendant intends to argue that he or she should be sentenced to an alternative sentence pursuant to CPL § 60.12, any statements, documents, or material in support of such assertion.
5. To the extent that the defendant is in possession of information that mitigates his or her culpability or is otherwise relevant to the question of sentence, early notice of such information. If the defendant wishes to have an opportunity to speak with the assistant assigned to this case to discuss any factor relevant to culpability or sentence, contact the Assistant District Attorney named below.


NOTES: Information related to civilian, police and expert witnesses, discoverable pursuant to CPL §§ 245.20(1)(c), 245.20(1)(d), 245.20(1)(f), 245.20(1)(k), 245.20(1)(l), 245.20(1)(p), and 245.20(1)(q), is contained in a separate addendum served on defense counsel. Any

defense motion or request addressed to the above-captioned case should be directed to the attention of the Assistant District Attorney named below, who is assigned to this case.

Dated: New York, New York
May 23, 2023

Respectfully submitted,

Alvin L. Bragg, Jr.
District Attorney
New York County

By: 
Katherine Ellis
Assistant District Attorney
Of Counsel
(212) 335-9000

ADDENDUM A TO AUTOMATIC DISCOVERY FORM

- William P. Barr, *One Damn Thing After Another: Memoirs of an Attorney General* (William Morrow 2022).
- Geoffrey Berman, *Holding the Line: Inside the Nation's Preeminent US Attorney's Office and Its Battle with the Trump Justice Department* (Penguin Press, 2022).
- Michael Cohen, *Disloyal: A Memoir: The True Story of the Former Personal Attorney to President Donald J. Trump* (Skyhorse Publishing, 2020).
- Michael Cohen, *Revenge: How Donald Trump Weaponized the US Department of Justice Against His Critics* (Melville House, 2022).
- Kellyanne Conway, *Here's the Deal: A Memoir* (Threshold Editions, an Imprint of Simon & Schuster, Inc., 2022).
- Stormy Daniels, *Full Disclosure* (St. Martin's Press, 2018).
- Ronan Farrow, *Catch and Kill: Lies, Spies, and a Conspiracy to Protect Predators* (Little, Brown and Company, 2019).
- Stephanie Grisham, *I'll Take Your Questions Now: What I Saw at the Trump White House* (Harper, 2021).
- Maggie Haberman, *Confidence Man: The Making of Donald Trump and the Breaking of America* (Penguin Press, 2022).
- Elie Honig, *Untouchable: How Powerful People Get Away with It* (Harper, 2023).
- Jonathan Karl, *Betrayal: The Final Act of the Trump Show* (Dutton, 2021).
- Jared Kushner, *Breaking History: A White House Memoir* (Broadside Books, 2022).
- Corey R. Lewandowski and David N. Bossie, *Let Trump Be Trump: The Inside Story of His Rise to the Presidency* (Center Street, 2017).
- Joe Palazzolo and Michael Rothfeld, *The Fixers: The Bottom-Feeders, Crooked Lawyers, Gossipmongers, and Porn Stars Who Created the 45th President* (Random House, 2020).
- Mike Pence, *So Help Me God* (Simon & Schuster, 2022).
- Mark Pomerantz, *People v. Donald Trump: An Inside Account* (Simon & Schuster, 2023).
- George H. Ross, *Trump-Style Negotiation: Powerful Strategies and Tactics for Mastering Every Deal* (Wiley, 2006).

- Dino Sajudin, *Trump Doorman* (Page Publishing, 2019).
- Donald J. Trump, *Our Journey Together* (Winning Team Publishing, 2021).
- Donald J. Trump and Bill Zanker, *Think Big: Make It Happen in Business and Life* (Harper Business, 2008).
- Donald J. Trump with Meredith McIver, *Trump Never Give Up: How I Turned My Biggest Challenges into Success* (Wiley, 2008).
- Donald J. Trump with Meredith McIver, *Trump: Think Like a Billionaire: Everything You Need to Know About Success, Real Estate, and Life* (Ballantine Books, 2005).
- Donald J. Trump with Tony Schwartz, *Trump: The Art of the Deal* (Random House, 1987).
- Mary L. Trump, *Too Much and Never Enough: How My Family Created the World's Most Dangerous Man* (Simon & Schuster, Inc., 2020).
- Katy Tur, *Unbelievable: My Front-Row Seat to the Craziest Campaign in American History* (Dey Street Books, 2017).
- Madeleine Westerhout, *Off the Record: My Dream Job at the White House, How I Lost It, and What I Learned* (Hachette Book Group, 2020).
- Stephanie Winston Wolkoff, *Melania and Me: The Rise and Fall of My Friendship with the First Lady* (Gallery Books, 2020).
- Michael Wolff, *Fire and Fury: Inside the Trump White House* (Henry Holt and Co., 2018).
- Bob Woodward, *RAGE* (Simon & Schuster, Inc., 2020).
- Bob Woodward, *The Trump Tapes: Bob Woodward's Twenty Interviews with President Donald Trump* (Simon & Schuster, Inc., 2022).

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ALVIN L. BRAGG, JR.
DISTRICT ATTORNEY

DISTRICT ATTORNEY
COUNTY OF NEW YORK
ONE HOGAN PLACE
New York, N. Y. 10013
(212) 335-9000

May 23, 2023

VIA HAND DELIVERY

Todd Blanche
99 Wall St., Ste. 4460
New York, NY 10005

Susan R. Necheles
1120 Sixth Ave., 4th Floor
New York, NY 10036

Joseph Tacopina
275 Madison Ave., 39th Floor
New York, NY 10016

Re: People v. Donald J. Trump, Ind. No. 71543-23

Dear Mr. Blanche, Ms. Necheles, and Mr. Tacopina:

On Tuesday, May 23, 2023, we provided you with a hard drive containing an initial set of discovery materials for the above-referenced case. Please find attached to this letter an index that catalogs the materials provided.

With respect to the May 23, 2023 production, please note the following:

- *First*, all of the materials provided to you are subject to the protective order issued on May 8, 2023;
- *Second*, the People have designated certain of these materials “Limited Dissemination Materials” under the May 8 protective order, as indicated on the attached index;
- *Third*, the People’s disclosures may include documents, information, and materials that are not required to be disclosed under CPL § 245.20(1) but which have been disclosed in an exercise of the People’s discretion;
- *Fourth*, some materials or information may have been withheld in connection with a protective order issued or anticipated pursuant to CPL § 245.70;
- *Fifth*, on March 10, 2023, the Trump Organization made a production containing over 1,000 pages of responsive records. After being notified by the People that the production contained a small number of records that appeared

to contain privileged information, counsel for the Trump Organization asserted privilege over certain records and produced replacement documents that contain redactions on five pages. We have sequestered the original five, unredacted pages with our privilege review unit and removed them from the case team's access, and have included in this production the Trump Organization's redacted production but not the original production containing the clawed back records;

- *Finally*, where applicable, the materials provided have been Bates stamped to aid in the organization and digestion of the materials, and the Bates ranges have been noted on the attached index. Please note, however, that the numbering of the Bates stamps is not sequential.

Pursuant to CPL §§ 245.10(1)(a), 245.60 and 245.70, we will continue to make productions to you on a rolling basis and will produce additional discoverable materials and information we learn of or come into the possession of, or as protective orders that impact the disclosure of such items are resolved.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Ellis', is written over a horizontal line.

Katherine Ellis
Assistant District Attorney

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**DISTRICT ATTORNEY
COUNTY OF NEW YORK
ONE HOGAN PLACE
New York, N. Y. 10013
(212) 335-9000**

ALVIN L. BRAGG, JR.
DISTRICT ATTORNEY

July 24, 2023

VIA HAND DELIVERY

Todd Blanche
99 Wall St., Ste. 4460
New York, NY 10005

Susan R. Necheles
1120 Sixth Ave., 4th Floor
New York, NY 10036

Joseph Tacopina
275 Madison Ave., 39th Floor
New York, NY 10016

Re: People v. Donald J. Trump, Ind. No. 71543-23

Dear Mr. Blanche, Ms. Necheles, and Mr. Tacopina:

We are producing today an external hard drive containing additional materials for the above-referenced case.

As detailed in the attached index, this production includes documents designated as "Covered Materials" under the May 8 protective order, including additional open source research materials and public court filings, as well as documents designated as "Limited Dissemination Materials." The "Limited Dissemination Materials" include materials identified through our review of internal email messages, including materials identified by the Bates prefixes "DANYEMAIL" and "DANYNEWS." Note that, in some circumstances, we may have withheld parent emails or attachments where those documents were not subject to disclosure (on work product or other grounds) or where those documents were separately produced. Thus, not all emails were produced as a family. Note further that many of the materials provided, including those with the Bates prefix "DANYNEWS," are not required to be disclosed under CPL § 245.20(1), but we are nevertheless making them available to you in an exercise of discretion.

In addition, we are serving today a Certificate of Compliance and a Supplemental Addendum to the Automatic Discovery Form. The Supplemental Addendum includes additional

information in Section D—“Promises, Rewards or Inducements (CPL § 245.20(1)(l))”; Section F—“*Brady/Giglio/Geaslen* Information (CPL § 245.20(1)(k))”; and Addendum A (listing books in the possession of the People which may include witness statements).

With respect to today’s production, please also note the following:

- *First*, all of the materials provided to you are subject to the protective order issued on May 8, 2023;
- *Second*, the People have designated certain of these materials “Limited Dissemination Materials” under the May 8 protective order;
- *Third*, the People’s disclosures may include documents, information, and materials that are not required to be disclosed under CPL § 245.20(1), but which have been disclosed in an exercise of the People’s discretion pursuant to the presumption of openness specified in CPL § 245.20(7). The production of any such material does not constitute a waiver of any of the People’s rights, including the People’s right to withhold work product under CPL § 245.65;
- *Fourth*, some materials or information may have been withheld in connection with protective orders issued pursuant to CPL § 245.70;
- *Finally*, where applicable, the materials provided have been Bates stamped to aid in the organization and digestion of the materials, and the Bates ranges have been noted on the attached index. Please note, however, that the numbering of the Bates stamps is not sequential.

Pursuant to CPL §§ 245.10(1)(a) and 245.60, we will produce additional discoverable materials and information we learn of or come into the possession of.

Sincerely,

/s/ Becky Mangold
Becky Mangold
Assistant District Attorney

Received on July 24, 2023 by:

Name: _____

Signature: _____

PX-13



ALVIN L. BRAGG, JR.
DISTRICT ATTORNEY

**DISTRICT ATTORNEY
COUNTY OF NEW YORK
ONE HOGAN PLACE
New York, N. Y. 10013
(212) 335-9000**

August 24, 2023

VIA EMAIL

Todd Blanche
99 Wall St., Ste. 4460
New York, NY 10005

Susan R. Necheles
1120 Sixth Ave., 4th Floor
New York, NY 10036

Joseph Tacopina
275 Madison Ave., 39th Floor
New York, NY 10016

Re: People v. Donald J. Trump, Ind. No. 71543-23

Dear Mr. Blanche, Ms. Necheles, and Mr. Tacopina:

We are producing today an additional set of discovery materials for the above-referenced case pursuant to section 245.60 of the New York Criminal Procedure Law ("CPL") ("Supplemental Discovery"). Please find attached to this letter an index that catalogs the materials provided.

As set forth in the index, this production consists of compliance received on August 21, 2023 from the Trump Organization, as well as additional public court filings, social media posts, public reporting, and publicly-available videos.

Today's production may be accessed from a file transfer site via the following URL:



We will provide the username and password to enter the site in a separate email. Should you encounter any issues accessing the materials, please do not hesitate to reach out for assistance.

With respect to today's supplemental production, please note the following:

- *First*, all of the materials provided to you are subject to the protective order issued on May 8, 2023;

- *Second*, the People’s disclosures may include documents, information, and materials that are not required to be disclosed under CPL § 245.20(1), but which have been disclosed in an exercise of the People’s discretion pursuant to the presumption of openness specified in CPL § 245.20(7). The production of any such material does not constitute a waiver of any of the People’s rights, including the People’s right to withhold work product under CPL § 245.65;
- *Third*, some materials or information may have been withheld in connection with protective orders issued pursuant to CPL § 245.70; and
- *Fourth*, where applicable, the materials provided have been Bates stamped to aid in the organization and digestion of the materials, and the Bates ranges have been noted on the attached index. Please note, however, that the numbering of the Bates stamps may not be sequential.
- *Finally*, in “Public Court Filings” we are producing the indictment that was filed in the case of the *State of Georgia v. Donald J. Trump, et al.*, Case No. 23SC188947. Please note that in light of public reporting regarding threats to grand jurors in that case, we have redacted the names of grand jurors from the indictment.

Pursuant to CPL §§ 245.10(1)(a) and 245.60, we will continue to make productions to you on a rolling basis and will produce additional discoverable materials and information we learn of or come into the possession of.

In addition, although the People are not required to provide an exhibit list as part of discovery, on May 23, 2023, we provided you with a list of all grand jury exhibits and their identifying Bates numbers, and we produced each of those exhibits in a clearly identified folder in our discovery production for your ease of reference. At present, the grand jury exhibits are the exhibits the People intend to introduce in our case-in-chief at trial. The People have not yet formed an intention as to other exhibits we will introduce in our case-in-chief at trial. We will update you as soon as practicable, subject to the continuing duty to disclose in CPL § 245.60, when we determine any additional exhibits that we will introduce.

Finally, the People filed our first Certificate of Compliance on July 24, 2023. Therefore, under CPL § 245.10(2), Defendant’s thirty-day period to timely provide reciprocal discovery ended on August 23, 2023. As such, the People request that Defendant comply with his reciprocal discovery obligations pursuant to CPL § 245.20(4), including the filing of a Certificate of Compliance pursuant to CPL § 245.50(2). Please note that if you intend to call expert witnesses, we direct you, in particular, to CPL §§ 245.20(4)(a), and 245.20(1)(f), which collectively require Defendant to identify all such expert witnesses and provide, among other items, “all reports prepared by the expert that pertain to the case, or if no report is prepared, a written statement of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.”

Sincerely,

/s/ Susan Hoffinger

Susan Hoffinger

Assistant District Attorney

PX-14

SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

UNICREDIT BANK AG.,

Defendant.

SUPERIOR COURT
INFORMATION

Docket No. CR-013270-19NY

I, CYRUS R. VANCE, JR., District Attorney for the County of New York, by this information, accuse the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, UniCredit Bank AG, in the County of New York, during the period from at least in or about 2002 to in or about 2011, with intent to defraud and to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit the defendant transmitted and caused to be transmitted U.S. dollar wire payment messages on behalf of sanctioned persons, entities, and countries through financial institutions in New York County and elsewhere which altered and omitted the involvement of the sanctioned person, entity, and country.

SECOND COUNT:

I, CYRUS R. VANCE, JR., District Attorney for the County of New York, by this information, further accuse the defendant of the crime of **CONSPIRACY IN THE FIFTH DEGREE**, in violation of Penal Law §105.05(1), committed as follows:

The defendant, UniCredit Bank AG, in the County of New York and elsewhere, during the period from at least in or about 2006 to in or about 2010, with intent that conduct constituting

a felony, to wit Falsifying Business Records in the First Degree, be performed, did agree with one and more persons to engage in and cause the performance of such conduct.

OBJECTS OF THE CONSPIRACY

It was a part and an object of the conspiracy that the defendant, UniCredit Bank AG (“UCB AG”), and others known and unknown, intentionally and knowingly falsified the records of financial institutions in New York County in furtherance of UCB AG’s efforts to violate United States sanctions laws by, among other things intentionally and knowingly structuring, conducting, and concealing prohibited U.S. dollar transactions using the U.S. financial system on behalf of entities located in or controlled by Iran and other countries subject to U.S. sanctions.

MEANS AND METHODS OF THE CONSPIRACY

Among the means and methods by which the defendant, UCB AG, and its co-conspirators carried out the conspiracy were the following:

1. UCB AG intentionally used a non-transparent method of payment messages, known as cover payments, to conceal the involvement of banks and other entities located in or controlled by countries subject to U.S. sanctions, including Iran, (“Sanctioned Entities”), in U.S. dollar transactions processed through financial institutions located in New York County.
2. UCB AG instructed employees not to mention the names of sanctioned countries or entities in U.S. dollar payment messages sent to financial institutions in New York County.
4. UCB AG followed instructions from Sanctioned Entities not to mention their names in U.S. dollar payment messages sent to financial institutions in New York County.

OVERT ACTS

In furtherance of the conspiracy and to effect its illegal objects, the defendant, UCB AG, and others known and unknown, committed the following overt acts, among others, in the County of New York and elsewhere:

1. In or about October 2, 2008, UCB AG caused an unaffiliated U.S. financial institution located in New York County ("U.S. Bank 1") to process an approximately \$3,609,492 U.S. dollar transaction involving a Sanctioned Entity in Iran by concealing from U.S. Bank 1 the involvement of the Sanctioned Entity.

2. In or about October 6, 2008 UCB AG caused an unaffiliated U.S. financial institution located in New York County ("U.S. Bank 1") to process an approximately \$1,761,943 U.S. dollar transaction involving a Sanctioned Entity in Iran by concealing from U.S. Bank 1 the involvement of the Sanctioned Entity.

3. On or about July 16, 2010, UCB AG caused an unaffiliated U.S. financial institution located in New York County ("U.S. Bank 1") to process an approximately \$205,961 U.S. dollar transaction on behalf of a Sanctioned Entity in Iran by concealing from U.S. Bank 1 the involvement of the Sanctioned Entity.

CYRUS R. VANCE, JR.
District Attorney

**SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK**

THE PEOPLE OF THE STATE OF NEW YORK

-against-

UniCredit Bank AG,

Defendant.

SUPERIOR COURT INFORMATION

**Cyrus R. Vance, Jr.
District Attorney
New York County
One Hogan Place
New York, New York 10013
(212) 335-9000**

PX-15

PLEA AGREEMENT

1. UniCredit Bank AG ("UCB AG"), a wholly-owned subsidiary of UniCredit Bank SpA ("UCB SpA"), by and through its attorneys, Clifford Chance US LLP, and the District Attorney of the County of New York ("DANY") enter into this Plea Agreement (the "Agreement"). There are no promises, agreements or conditions express or implied, other than those set forth in this document. No modification, deletion or addition to the Agreement will be valid or binding on either party unless put into writing and signed by all parties. This Agreement supersedes any prior promises, agreements, or conditions between UCB AG and DANY. DANY and UCB AG, with the advice of its attorneys, agree as set forth below.

2. UCB AG admits responsibility for its conduct and that of its employees, as set forth in the Factual Statement attached hereto as Exhibit A and incorporated by reference (the "Factual Statement"). UCB AG agrees to plead guilty to one count of Falsifying Business Records in the First Degree, pursuant to Penal Law Section 175.10, and one count of Conspiracy in the Fifth Degree, pursuant to Penal Law Section 105.05.

3. DANY enters into this Agreement based on the individual facts and circumstances presented by this case and UCB AG. Among the factors considered were the following: (a) the nature and seriousness of the offense conduct described in the Factual Statement, which involved UCB AG's falsification of business records and export of U.S. financial services on behalf of an Iranian entity designated as a proliferator of weapons of mass destruction, in violation of U.S. economic sanctions laws and regulations; (b) UCB AG's failure to timely and voluntarily self-disclose the conduct described in the Factual Statement prior to commencement of the investigation into potential sanctions violations, and UCB AG's failure to disclose related conduct at affiliated UniCredit Group banks; (c) UCB's willingness to acknowledge and accept responsibility under the laws of New York State and the United States for the actions of its officers,

directors, employees, and agents, as alleged in the Factual Statement; (d) UCB AG's remediation efforts taken to date; (e) UCB AG's agreement to continue to enhance its OFAC sanctions compliance program; (f) UCB AG's agreement to continue to cooperate with DANY, as set forth in Paragraph 16; (g) UCB AG's willingness to settle any and all civil and criminal claims currently held by DANY for any act within the scope of the Factual Statement; and (h) UCB AG's cooperation with this investigation, including conducting a thorough internal investigation, voluntarily making U.S. and foreign-based employees available for interviews, producing documents to DANY, and collecting, analyzing, and organizing voluminous evidence and information for DANY.

4. On a date to be decided between this office and counsel for UCB AG, UCB AG agrees to be arraigned in the Criminal Court of the City of New York, New York County ("Criminal Court") on a felony accusatory instrument charging UCB AG with one count of Falsifying Business Records in the First Degree, in violation of Penal Law Section 175.10, and one count of Conspiracy in the Fifth Degree, in violation of Penal Law Section 105.05. UCB AG further agrees to waive its right to a preliminary hearing and any claim that said accusatory instrument is legally or factually insufficient. UCB AG further agrees to waive the case to the Supreme Court of the State of New York, New York County ("Supreme Court"), and this office will request that the prosecution be sent forthwith to a Supreme Court part for further proceedings.

5. UCB AG shall, before the Supreme Court, waive formal prosecution by indictment and shall agree to be prosecuted by a Superior Court Information, charging it with the crime of Falsifying Business Records in the First Degree, in violation of Penal Law Section 175.10, and Conspiracy in the Fifth Degree, in violation of Penal Law Section 105.05 and to plead guilty to those crimes.

the signing of this Agreement and the date the conviction is vacated.² In the event that the conviction is vacated, it is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed. UCB AG agrees that it will neither contest the admissibility of the Factual Statement or any other documents provided by UCB AG to DANY, nor contradict in any proceeding, the facts contained in the Factual Statement.

9. At the time of UCB AG's plea, this Agreement, including all attachments, shall be made a part of the record and the parties will request the Court's approval thereof. This Agreement will become effective only upon the Court's approval.

10. UCB AG will admit, under oath, that it has engaged in the conduct described in the Factual Statement.

11. UCB AG shall waive a Pre-Sentence Report. UCB AG and DANY agree that the information contained in this Agreement, the Factual Statement, and the Superior Court Information are sufficient to enable the Court to meaningfully exercise its authority in sentencing the defendant. UCB AG agrees to be sentenced within 30 days of the entry of the plea in this case. The sentencing may be adjourned beyond this 30 day period subject to the approval of the Court.

12. UCB AG agrees to be sentenced to a conditional discharge, with the conditions being set forth below in paragraphs 15 and 16, with a total forfeiture and fine amount of \$861,886,632. UniCredit also has agreed to pay monetary penalties in connection with concurrent regulatory actions, including: (a) a \$157,770,000 monetary penalty imposed by the Board of Governors of the Federal Reserve System ("Federal Reserve"); and (b) a \$405,000,000 monetary

² In the event that the plea is vacated, the parties agree that the time periods tolled in the Tolling Agreements signed between the defendant and DANY during the investigation will be determinative of what crimes are chargeable.

penalty imposed by the New York State Department of Financial Services ("DFS"). DANY agrees that \$228,795,000 in regulatory monetary penalties paid by UniCredit shall be credited against the forfeiture and fine amount, for a total forfeiture and fine amount of \$633,091,632 to be paid by UCB AG. DANY also agrees that the payment made by UCB AG in connection with its concurrent settlement of the related criminal action brought by the United States in the amount of \$316,545,816 shall be credited against the total forfeiture and fine amount to be paid by UCB AG. As a result, it is agreed between UCB AG and DANY that UCB AG shall pay \$316,545,816 directly to DANY as forfeiture, pursuant to New York Criminal Procedure Law Section 220.50(6), in lieu of DANY commencing a civil forfeiture proceeding under Article 13-A of the New York Civil Practice Law and Rules, to be distributed by DANY pursuant to New York State law (the "Forfeiture Payment").

13. UCB AG will transfer the Forfeiture Payment to an account designated by DANY within 14 days of the entry of the plea in this case. UCB AG agrees that the facts set forth in the Factual Statement and admitted to by UCB AG establish that the forfeiture amount of \$316,545,816 is subject to forfeiture by DANY as funds traceable to or involved in the violations set forth in the Information, or are substitute *res* for the purposes of forfeiture to the District Attorney.

14. Upon transfer of the Forfeiture Payment to DANY, UCB AG shall release any and all claims it may have to such funds and execute such documents as are necessary to accomplish the forfeiture. UCB AG agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Payment, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Forfeiture Payment, including any constitutional, statutory, or other challenge to the forfeited

funds, including that the forfeiture constitutes an excessive fine, forfeiture, or punishment, nor shall it assist any others in filing any such claims, petitions, actions, or motions. The Forfeiture Payment shall be held in an escrow account until sentence is executed. It is further agreed that should the conviction following the plea of guilty of UCB AG be vacated pursuant to Paragraph [7] above, any payments made to DANY pursuant to the Forfeiture Payment shall be returned to UCB AG.

15. UCB AG agrees that it shall not claim, assert, or apply for, either directly or indirectly, any tax deduction, tax credit, or any other offset with regard to any U.S. federal, state, or local tax or taxable income for any fine or forfeiture paid pursuant to this Agreement.

16. Pursuant to Penal Law Section 65.05(3)(a), for a period of three years, UCB AG agrees to abide by and implement the following cooperation and disclosure requirements as conditions of its conditional discharge, subject to applicable laws and regulations:

- a. UCB AG shall cooperate fully with DANY in a manner consistent with applicable law and regulations in any and all matters during the period of conditional discharge. At the request of DANY, UCB AG shall also cooperate fully with other domestic law enforcement and regulatory authorities and agencies in any investigation of UCB AG, its affiliates, subsidiaries, or any of its present or former officers, directors, employees, agents and consultants, or any other party, in any and all matters during the period of conditional discharge. The obligation to cooperate with such investigations commenced during the period of conditional discharge shall continue, notwithstanding the expiration of the period of conditional discharge, until such investigation is concluded..

- b. UCB AG shall truthfully and completely disclose all information related to DANY's Investigation, with respect to the activities of UCB AG and its officers, agents, affiliates, and employees concerning all matters about which DANY inquires of it, which information can be used for any purpose.
- c. UCB AG shall provide to DANY upon request any document, record, or other tangible evidence relating to matters about which DANY or any designated law enforcement agency inquires of it related to DANY's Investigation.
- d. UCB AG shall use its best efforts to make available for interviews or testimony, as requested by DANY, present or former officers, directors, employees, agents, and consultants, in any and all matters concerning any act within the scope of or related to the conduct described in the Factual Statement or this Investigation or relating to other potential violations of New York State laws. This obligation includes, but is not limited to, sworn testimony before a grand jury or at a trial, as well as interviews with domestic law enforcement and regulatory authorities. Cooperation under this paragraph shall include, at the request of DANY, identification of witnesses who, to UCB AG's knowledge, may have material information concerning any act within the scope of or related to the conduct described in the Factual Statement or this Investigation or other potential violations of New York State laws.
- e. UCB AG agrees to maintain the electronic database of SWIFT payment messages and all documents and materials produced by UCB AG to DANY as part of this Investigation related to U.S. dollar payments processed during the period from 2002 through 2012 in electronic format for the period of its conditional discharge.

- f. UCB AG shall attend all meetings at which DANY requests its presence and use its reasonable best efforts to secure the attendance and truthful statements or testimony of any past or current officers, agents, or employees at any meeting or interview or before the grand jury or at trial or at any other court proceeding concerning DANY's Investigation.
- g. UCB AG shall assemble, organize, and provide in a responsive and prompt fashion, and upon request, on an expedited schedule, all documents, records, information and other evidence in UCB AG's possession, custody or control related to DANY's Investigation as requested by DANY, the FBI, or designated governmental agency, including collecting and maintaining all records that are potentially responsive to DANY's requests for documents located abroad so that these requests may be promptly responded to.
- h. UCB AG shall provide to DANY any information and documents that come to UCB AG's attention that may be relevant to DANY's Investigation, as specified by DANY, including informing DANY of witnesses who, to UCB AG's knowledge, may have material information concerning this ongoing Investigation.
- i. UCB AG shall provide testimony or information concerning the conduct set forth in the Information and/or Factual Statement including but not limited to testimony and information necessary to identify or establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or other proceeding as requested by DANY, the FBI, or designated governmental agency. To the extent documents above are in a foreign language, UCB AG agrees it will provide, at its own expense, fair and accurate translations

of any foreign language documents produced by UCB AG to DANY either directly or through any Mutual Legal Assistance Treaties.

- j. Nothing in this Agreement shall be construed to require UCB AG to produce any documents, records or tangible evidence that are protected by the attorney-client privilege or work product doctrine or other applicable confidentiality, criminal, or data protection laws. To the extent that a United States request requires transmittal through formal government channels, UCB AG agrees to use its best efforts to facilitate such a transfer and agrees not to oppose any request made in accordance with applicable law either publicly or privately.
- k. UCB AG shall bring to DANY's attention all criminal conduct by UCB AG or any of its employees acting within the scope of their employment related to DANY's Investigation, as to which UCB AG's Board of Directors, senior management, or United States legal and compliance personnel are aware.
- l. UCB AG shall bring to DANY's attention any administrative, regulatory, civil, or criminal proceeding or investigation of UCB AG relating to DANY's Investigation.
- m. UCB AG shall commit no crimes under the laws of the State of New York subsequent to the execution of this Agreement.

17. In addition to the conditions of UCB AG's conditional discharge set forth above, UCB AG agrees that it will fulfill the commitments and be bound by the terms outlined in this paragraph of the Agreement, related to UCB AG's corporate compliance program:

- a. UCB AG agrees that any compliance consultant imposed by the Federal Reserve on UCB AG, individually or together with its parent, UCB SpA, and its affiliate, UniCredit Bank Austria AG ("Bank Austria"), shall, at UCB AG's own expense,

submit to DANY any report that it submits to the Federal Reserve, subject to receiving the required approvals and consents from the Federal Reserve, as applicable.

- b. UCB AG agrees to abide by any and all requirements of the Settlement Agreement, dated _____, by and between the Office of Foreign Assets Control and UCB AG, individually or together with its parent, UCB SpA, and its affiliate, Bank Austria, regarding remedial measures or other required actions related to this matter.
- c. UCB AG agrees to abide by any and all requirements of a Cease and Desist Order, dated _____, by and between the Federal Reserve and UCB AG, individually or together with its parent, UCB SpA, and its affiliate, Bank Austria regarding remedial measures or other required actions related to this matter.
- d. UCB AG agrees to abide by any and all requirements of the Consent Order, dated _____, by and between the DFS and UCB AG, individually or together with its parent, UCB SpA, and its affiliate, Bank Austria, regarding remedial measures or other required actions related to this matter.
- e. UCB AG agrees to continue to implement a compliance and ethics program designed to prevent and detect violations of U.S. sanctions laws and regulations throughout its operations, including those of its affiliates, agents, subsidiaries, and joint ventures whose operations include managing customer accounts for customers subject to sanctions administered by OFAC, processing payments denominated in U.S. dollars, and directly or indirectly supervising such operations.

- f. UCB AG agrees to continue to implement compliance procedures and training designed to ensure that the relevant UCB AG compliance officer in charge of sanctions is made aware in a timely manner of any attempts by any person or entity (including, but not limited to, UCB AG employees, UCB AG customers, financial institutions, companies, organizations, groups, persons, or agents) to circumvent or evade U.S. sanctions laws, including but not limited to, apparent circumvention attempts involving deceptive business practices, suspected front companies, withholding or altering names or other identifying information. UCB AG shall report to DANY the name and contact information, if available, to UniCredit, of any entity that makes such a request. UCB AG further agrees to timely report to DANY any known attempts by any UCB AG employees to circumvent or evade U.S. sanctions laws.
- g. UCB AG agrees to continue to complete sanctions training, covering United States, United Nations, and European Union sanctions and trade control laws for all employees (1) involved in the processing or investigation of U.S. dollar payments and all employees and officers who directly or indirectly supervise these employees; (2) involved in execution of U.S. dollar denominated securities trading orders and all employees and officers who directly and indirectly supervise these employees; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., U.N., or E.U. sanctions, including the execution of cross-border payments.
- h. UCB AG agrees to continue to apply the OFAC sanctions list to U.S. dollar transactions, acceptance of customers, and all U.S. dollar cross-border Society for

Worldwide Interbank Financial Telecommunications ("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds.

- i. UCB AG agrees to not knowingly undertake any U.S. dollar cross-border electronic transfers or any other U.S. dollar transactions for, on behalf of, or in relation to any person or entity resident or operating in, or the government of, Iran, North Korea, Syria, Cuba, or Crimea that is prohibited by U.S. law or OFAC regulations.
- j. UCB AG agrees that it shall notify DANY of non-frivolous evidence of any potential violations of U.S. sanctions laws occurring during the period of its conditional discharge ("Potential Violations"). UniCredit further agrees that it will provide the requisite notification to DANY of Potential Violations within thirty (30) days of determining the existence of non-frivolous evidence of a Potential Violation.

18. In consideration of the plea, UCB AG shall not be further prosecuted criminally by DANY for any violations by UCB AG of New York State law based on the conduct described in the Factual Statement and that occurred between 2002 and 2012, to the extent that UCB AG has truthfully and completely disclosed such conduct to DANY as of the date of this Agreement. Nor will DANY bring any civil or further criminal forfeiture claims against UCB AG based on the conduct described in the Factual Statement and that occurred between 2002 and 2012, to the extent that UCB AG has truthfully and completely disclosed such conduct to DANY as of the date of this Agreement. DANY's prosecution of UCB AG for the conduct charged in the Information will be concluded following UCB AG's conviction, completion of its sentence, and satisfaction of the monetary requirements of this Agreement, consistent with the other provisions of this Agreement.

19. This Agreement does not provide any protection against prosecution except as set forth above, and applies only to UCB AG and not to any individuals. UCB AG agrees to continue to cooperate, including in providing information documents, and witnesses as outlined above in Paragraph 15 in any proceeding of any prosecution of any individual pursuant to this Investigation. In particular, this Agreement provides no immunity from prosecution to any individual and shall not restrict the ability of DANY to charge any individual for any criminal offense and seek the maximum term of imprisonment applicable to any such violation of criminal law.

20. This Agreement is binding on DANY only, and specifically does not bind any federal agencies or any other state or local authorities. DANY agrees to contact any prosecuting jurisdiction and advise that jurisdiction of the terms of this Agreement and the cooperation provided by UniCredit.

21. UCB AG hereby acknowledges that it has accepted this Agreement and decided to plead guilty because it is in fact guilty of the charged offenses. By virtue of the resolution of the Board of Directors of UCB AG (attached hereto as Exhibit B), affirming that the Board of Directors has authority to enter into a plea agreement and has (a) reviewed the Information in this case, the Factual Statement, and this Agreement or has been advised of the contents thereof; (b) consulted with legal counsel in connection with the matter; (c) voted to enter into this Agreement and to admit to the attached Factual Statement; (d) voted to authorize UCB AG to waive indictment and plead guilty to the charges specified in the Information; (e) voted to consent to the forfeiture; and (f) voted to authorize the corporate officer identified below to execute this Agreement and all other documents necessary to carry out the provisions of this Agreement, UCB AG agrees that a duly authorized corporate officer for UCB AG shall appear on behalf of UCB AG and enter the guilty plea and will also appear for the imposition of sentence.

22. UCB AG is satisfied that its counsel has rendered effective assistance. UCB AG understands that by entering into this Agreement, it surrenders certain rights as provided in this Agreement. UCB AG understands that the rights of criminal defendants include the following: the right to be indicted by a Grand Jury; the right to plead not guilty and to persist in that plea; the right to a jury trial; the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

23. UCB AG expressly agrees that it shall not, through its attorneys, boards of directors, agents, officers or employees, ("UCB AG Representative") make any public statement contradicting the acceptance of responsibility set forth in this Agreement or any statement of fact described in the Factual Statement. Any such public statements by UCB AG, its attorneys, board of directors, agents, officers or employees, shall, subject to the cure rights of UCB AG set forth below, constitute a breach of this Agreement. The decision as to whether any public statement by any UCB AG Representative contradicts the acceptance of responsibility by UCB AG set forth in this Agreement or a fact contained in the Factual Statement shall be in the sole discretion of DANY. Upon DANY's notification to UCB AG of a public statement by any such person that in whole or in part contradicts the acceptance of responsibility set forth in this Agreement or any statement of fact contained in the Factual Statement, UCB AG may avoid breach of this Agreement by publicly repudiating, subject to DANY's approval, such statement within seventy-two (72) hours of notification by DANY. UCB AG shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Factual Statement provided that such defenses and claims do not contradict, in whole or in part, a statement contained

in the Factual Statement. This paragraph is not intended to apply to any statement made by any present or former UCB AG employee, officer, director, or statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct. Subject to this paragraph, UC AG retains the ability to provide information or take legal positions in litigation or other regulatory proceedings in which the United States or DANY is not a party.

24. This Agreement shall bind UCB AG, its subsidiaries, affiliated entities, assignees, and its successor corporation if any, and any other person or entity that assumes the obligations contained herein. No change in name, change in corporate or individual control, business reorganization, change in ownership, merger, change of legal status, sale or purchase of assets, divestiture of assets, or similar action shall alter defendant's obligations under this Agreement. UCB AG shall not engage in any action to seek to avoid the obligations set forth in this Agreement.

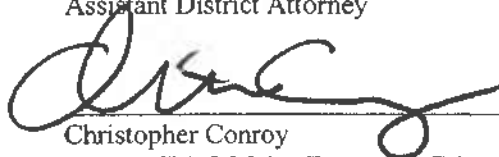
Dated: New York, New York
April 15, 2019

CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

By:



Garrett Lynch
Assistant District Attorney



Christopher Conroy
Bureau Chief, Major Economic Crimes

AGREED AND CONSENTED TO:

The Board of Directors has authorized me to execute this Agreement on behalf of UCB AG. The Board has read this Agreement, the attached criminal Information, and Factual Statement in their entirety, or has been advised of the contents thereof, and has discussed them fully in consultation with UCB AG's attorneys. I am further authorized to acknowledge on behalf of UCB AG that these documents fully set forth UCB AG's agreement with DANY, and that no additional promises or representations have been made to UCB AG by any officials of New York State in connection with the disposition of this matter, other than those set forth in these documents.


UniCredit Bank AG


April 14, 2019
DATE

by 

General Counsel
UniCredit Bank AG

APPROVED:

We are counsel for UCB AG in this case. We have fully explained to UCB AG its rights with respect to the pending information. Further, we have carefully reviewed every part of this Agreement with the defendant. To our knowledge, the defendant's decision to enter into this Agreement is an informed and voluntary one.


David DiBari, Esq.
Clifford Chance US LLP
Attorneys for UniCredit Bank AG

April 15, 2019
DATE

AGREEMENT OF UNICREDIT SPA

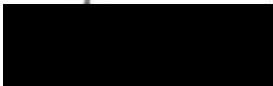
UniCredit S.p.A. hereby agrees to ensure that the commitments are fulfilled pertaining to its wholly-owned subsidiary UniCredit Bank AG, outlined in the Plea Agreement between UniCredit Bank AG and the District Attorney of the County of New York ("DANY") dated April 15, 2019, including but not limited to the terms set forth in Paragraphs 16 and 17 and the respective subparagraphs regarding UniCredit Bank AG's obligations concerning cooperation and compliance.

The Bank also expressly agrees that it shall not, through its attorneys, boards of directors, agents, officers or employees, ("Bank Representative") make any public statement contradicting the acceptance of responsibility set forth in the Plea Agreement between UCB AG and DANY or any statement of fact described in the Factual Statement. The decision as to whether any public statement by any Bank Representative contradicts the acceptance of responsibility set forth in the Plea Agreement or a fact contained in the Factual Statement shall be in the sole discretion of DANY. Upon DANY's notification to the Bank of a public statement by any such person that in whole or in part contradicts the acceptance of responsibility set forth in the Plea Agreement or any statement of fact contained in the Factual Statement, the Bank shall publicly repudiate, subject to DANY's approval, such statement within seventy-two (72) hours of notification by DANY. The Bank shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Factual Statement provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Factual Statement. This paragraph is not intended to apply to any statement made by any present or former Bank employee, officer, director, or statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct. Subject to this paragraph, the Bank retains the

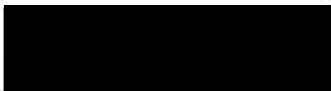
ability to provide information or take legal positions in litigation or other regulatory proceedings
in which the United States or DANY is not a party.

AGREED AND CONSENT TO:

For UniCredit S.p.A.

By: 
Gianpaolo Alessandro
Group General Counsel and Secretary of the Board

APPROVED:

By: 
Philip Urofsky
Shearman & Sterling LLP
Attorney for UniCredit S.p.A.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

UNICREDIT BANK AG

Defendant.

EXHIBIT A
FACTUAL STATEMENT

SCI No.

FACTUAL STATEMENT

This Factual Statement is made pursuant to, and is part of, the Plea Agreements dated April 15, 2019, between the District Attorney of the County of New York (“DANY”) and UniCredit Bank AG (“UCB AG”), and between the Money Laundering and Asset Recovery Section of the Criminal Division of the United States Department of Justice and the United States Attorney’s Office for the District of Columbia (collectively “DOJ”) and UCB AG. The parties stipulate that the allegations in Counts One and Two of the New York State Superior Court Information, the allegations in Count One of DOJ’s Information, and the following facts are true and correct, and that, had the matter gone to trial, New York State and the United States would have proved them beyond a reasonable doubt:

1. Bayerische Hypo-und Vereinsbank AG, or simply HypoVereinsbank (“HVB”), as it is branded, is one of the largest banks in Germany. HVB is headquartered in Munich, Germany, and operates globally through a number of subsidiaries and branches, including a U.S. branch located in New York, New York. UniCredit SpA, an Italian bank headquartered in Milan, acquired 100 percent of HVB in 2005 and renamed it UCB AG. However, UCB AG continued to operate under its HVB brand name globally during the relevant period.

2. Beginning in 2002, and up through and including 2011, UCB AG knowingly and willfully conspired to violate United States and New York State laws by processing U.S. dollar transactions through the United States on behalf of customers located or doing business in Iran and other countries subject to U.S. economic sanctions, causing financial services to be exported from the United States to Iran and elsewhere in violation of U.S. sanctions laws and regulations. UCB AG's conduct caused U.S. financial institutions located in New York, New York, to process U.S. dollar transactions that otherwise should have been rejected, blocked, or stopped for investigation pursuant to U.S. economic sanctions laws and regulations.

3. One of UCB AG's Iranian customers during the relevant period was the Islamic Republic of Iran Shipping Lines ("IRISL"). On September 10, 2008, the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") designated IRISL and companies it controlled as specially designated nationals ("SDNs") under the Weapons of Mass Destruction Proliferators sanctions program ("NPWMD") due to IRISL's transport of cargo for weapons proliferators. OFAC's designation of IRISL barred it and companies it controlled from the U.S. financial system. UCB AG, knowing that IRISL was prohibited from accessing the U.S. financial system, conspired with IRISL to send funds through the United States for nearly two years after OFAC designated IRISL an NPWMD.

4. As a result of this conduct, UCB AG processed transactions worth at least \$393,536,632 through the U.S. financial system and institutions on behalf of UCB AG customers, including customers specially designated by the United States for assisting Iran's nuclear proliferation activities, in violation of U.S. sanctions. The financial records underlying these transactions contained false entries or omitted truthful information in that the financial records did not accurately reflect the sanctioned connections of the parties involved.

Applicable Law

5. Pursuant to U.S. law, U.S. financial institutions are prohibited from participating in certain financial transactions involving persons, entities, and countries that are subject to U.S. economic sanctions (“Sanctioned Entities”). OFAC promulgates regulations to administer and enforce U.S. law governing economic sanctions, including regulations for sanctions related to specific countries, as well as sanctions related to SDNs. OFAC designates certain individuals and entities as SDNs, blocking them and their assets from the U.S. financial system, among other things, because those individuals and entities are owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and weapons of mass destruction proliferators. Violators of OFAC regulations are subject to a range of penalties, both criminal and civil, and U.S. financial institutions, among others, are required to reject or block those transactions from proceeding.

The International Emergency Economic Powers Act

6. The International Emergency Economic Powers Act, Title 50, United States Code, Sections 1701 to 1706 (“IEEPA”), grants the President of the United States a broad spectrum of powers necessary to “deal with any unusual and extraordinary threat, which has its source in whole or substantial part outside the United States, to the national security, foreign policy, or economy of the United States, if the President declares a national emergency with respect to such threat.” Title 50, United States Code, Section 1701(a).

7. The President exercised these IEEPA powers through Executive Orders that imposed economic sanctions to address particular emergencies and delegate IEEPA powers for the administration of those sanctions programs. On March 15, 1995, the President issued Executive Order No. 12957, finding that “the actions and policies of the Government of Iran

constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States,” and declaring “a national emergency to deal with that threat.” On May 6, 1995, the President issued Executive Order No. 12959, which imposed comprehensive trade and financial sanctions on Iran. These sanctions prohibited, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or U.S. persons, wherever located. This includes persons in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or re-exportation, directly or indirectly, to Iran or the Government of Iran. On August 19, 1997, the President issued Executive Order No. 13059, consolidating and clarifying Executive Order Nos. 12957 and 12959 (collectively, the “Executive Orders”). The most recent continuation of this national emergency was executed on March 12, 2019. 84 Fed. Reg. 9219 (Mar. 13, 2019).

8. The Executive Orders authorized the U.S. Secretary of the Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transactions and Regulations (“ITRs”),¹ 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders. With the exception of certain exempt transactions, the ITRs prohibited, among other things, the export of financial services to Iran, including prohibiting U.S. depository institutions from servicing Iranian accounts, and directly crediting or debiting Iranian accounts, without a license from the United States Department of the Treasury, Office of Foreign Assets Control (“OFAC”). 31

¹ On October 22, 2012, OFAC renamed and reissued the ITRs as the Iranian Transactions and Sanctions Regulations. All of the conduct described herein took place prior to the renaming.

C.F.R. § 560.204. The ITRs defined “Iranian accounts” to include accounts of “persons who are ordinarily resident in Iran, except when such persons are not located in Iran” and explicitly prohibited the exportation of financial services performed on behalf of a person in Iran or where the benefit of such services was received in Iran. 31 C.F.R. §§ 560.320, 560.410. The ITRs also prohibited unlicensed transactions by any U.S. person who evades or avoids, has the purpose of evading or avoiding, or attempts to evade or avoid the restrictions imposed under the ITRs. The ITRs were in effect at all times relevant to the conduct described herein.

9. OFAC was located in the District of Columbia.

10. Pursuant to Title 50, United States Code, Section 1705, it is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition issued under IEEPA, including the ITRs.

11. The unlawful transactions discussed below were not licensed or authorized by OFAC.

New York State Law Regarding False Business Records

12. New York State Penal Law Sections 175.05 and 175.10 make it a crime to, “with intent to defraud,...1. [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)]...or 4. [p]revent[] the making of a true entry or cause [] the omission thereof in the business records of an enterprise.” It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person’s or entity’s “intent to defraud includes an intent to commit another crime or aid or conceal the commission thereof.”

DOJ Charge

13. DOJ has alleged, and UCB AG accepts, that its conduct, as described herein, violated Title 18, United States Code, Section 371, by conspiring to violate IEEPA, specifically Title 50, United States Code, Section 1701 *et seq*, and to defraud the United States.

DANY Charge

14. DANY has alleged, and UCB AG accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10.

International Payments at UCB AG During the Relevant Period

15. UCB AG is a member of the Society for Worldwide Interbank Financial Telecommunications (“SWIFT”) and historically has used the SWIFT system to transmit international payment messages to and from other financial institutions around the world. There are a variety of different SWIFT message formats, depending on the type of payment or transfer to be executed. For example, when a corporate or individual customer sends an international wire payment, the de facto message type is known as an MT103 SWIFT message. When a financial institution sends a bank-to-bank credit transfer the de facto standard is known as an MT202 SWIFT message. The different message types contain different fields of information to be completed by the sending party or institution. During the relevant period, some of these fields were mandatory—that is, they had to be completed for a payment to be processed—and others were optional.

16. Transactions in U.S. dollars between two parties who maintain accounts at different banks located outside the United States typically must transit through the United States and U.S. correspondent banks through the assistance of SWIFT messages. This process typically is referred to as “clearing” through the United States.

17. During the relevant time period, UCB AG typically processed and executed international U.S. dollar payments on behalf of customers in one of two ways. The first method, known as a “serial payment,” was to send a single message, either an MT103 or 202, depending on the ordering party, which identified the originator and beneficiary of the U.S. dollar payment. The second method, known as a “cover payment,” involved sending two separate SWIFT messages in connection with a single payment. One message—either an MT103 or MT202—identifying both the underlying originator and beneficiary of the payment was sent directly from the originator’s bank to the beneficiary’s bank, while a second message—an MT202—only identifying the bank originating the cover payment and the beneficiary’s bank (but not the party originating the payment or the ultimate beneficiary) was sent through correspondent banks in the United States.

18. During the relevant time period, cover payment messages did not require the sending bank to identify the party originating the payment or the ultimate beneficiary, whereas serial payment messages did.² As a result, where the cover payment method was used, the U.S. banks did not receive adequate information needed to screen and potentially reject or block transactions involving sanctioned parties or countries.

UCB AG’s History of Doing Business Involving Sanctioned Jurisdictions

19. UCB AG has done business in or involving countries subject to U.S. sanctions for several decades. For example, as a result of strong trading ties between Germany and Iran, UCB AG opened a representative office in Tehran, Iran, in 1974 to support non-Iranian customers who

² MT202 payments did, however, contain optional fields in which the sending bank could include additional information about a payment or transaction.

engaged in business with Iranian parties, or on behalf of Iranian banks, corporations, and individuals.

20. Beginning in the 1990s, UCB AG understood that increased U.S. sanctions on Iran would slow or stop its Iran-related transactions that cleared through the United States. UCB AG began to engage in various practices to avoid and evade the impact of U.S. sanctions, including overwriting sanctioned parties' names in SWIFT payment messages and omitting the names of sanctioned parties or countries from payment messages. In a June 2002 internal email, the Head of the Middle East Department at UCB AG, who also ran the bank's representative office in Tehran, described the bank's historic practice for handling payments involving sanctioned Iranian banks:

For your information: as you know, sanctions against Iran have been in place for some time. This results among other things in difficulties for [U.S. dollar (USD)] payments in favor of Iranian beneficiaries. It can/could happen that the payment to the USA was stopped or even frozen if an Iranian beneficiary was named or some other reference was made to Iran. In the past this was avoided by a kind of 'gentlemen's agreement' in such a way that the payment was made through the USA without any reference to the beneficiary.

21. In 2000, UCB AG entered into a U.S. Dollar Clearing Agreement with a U.S. Bank ("U.S. Bank 1"), whereby UCB AG, among other things, agreed

to ensure that no payment order will be for a purpose prohibited by the laws or regulations of the United States or the country of any other party to the transaction, or in violation of United States trade, currency control, foreign asset control, or other regulation or governmental order applicable to any UCB AG Group Member at the date thereof.

(the "U.S. Bank 1 Clearing Agreement"). The U.S. Bank 1 Clearing Agreement notified UCB AG that it could not clear U.S. dollar payments through U.S. Bank 1 that violated U.S. sanctions laws or regulations, and that all U.S. dollar payments cleared through U.S. Bank 1 had to comport with U.S. laws and regulations. The U.S. Bank 1 Clearing Agreement remained in effect throughout the relevant time period and contributed significantly to the development of UCB AG's practices

and policies for handling sanctioned business in non-transparent ways, including the ongoing practice of not referencing sanctioned countries or parties in any U.S. dollar payment.

**UCB AG's Policies and Procedures for Handling Sanctioned Business
and Payments During the Relevant Period**

Sanctions Screening Generally

22. Financial institutions using the United States financial system are obligated to ensure they do not violate U.S. sanctions and other laws, and, as a result, screen financial transactions including international wire payments effected through the use of SWIFT messages. Because of the vast amount of wire payments processed by financial institutions in the United States, particularly those involved in correspondent banking, institutions often employ sophisticated computer software, commonly referred to as filters, to automatically screen all wire payments and messages against lists of sanctioned countries and parties, among other things. When the filters detect a possible match to a sanctioned country or party, the payment can be stopped and held for further manual review. When a financial institution determines that a transaction violates U.S. sanctions regulations, the institution must “reject” or “block” the payment—that is, refuse to process or execute the payment—and notify OFAC of the attempted transaction. The sending institution must then demonstrate to OFAC that the payment does not violate U.S. sanctions before the funds can be released and the payment processed.

UCB AG Initiated Project Embargo in 2002 and Rolled Out an Automated Sanctions Filtering Tool and Set of Procedures Codifying Pre-Existing Practices in 2004.

23. Prior to late 2004, UCB AG had no automated system at its non-U.S. branches for screening and monitoring international payments for compliance with domestic and foreign laws and regulations, including U.S. sanctions. In July 2002, UCB AG initiated a project—known as Project Embargo—to create an automated payment and transaction filtering system. The project

was supervised by a Steering Committee appointed by the UCB AG Management Board, which included members of the Management Board, the General Secretariat of the Bank, several operating divisions, and the legal department. The project lasted two years and culminated with the roll out of the bank's automated filtering tool in Munich—known as the Embargo Tool—in June 2004. The Embargo Tool was not fully rolled out across all non-U.S. UCB AG branches until later in 2005.

24. During Project Embargo, members of the team discussed OFAC regulations, their impact on the bank and its business, and procedures for handling “OFAC relevant transactions” once they were identified in the new system. In particular, in February 2004, a consultant to the team prepared a draft presentation that identified an inherent conflict between “[m]aintaining lucrative business relationships and engaging in lucrative transactions with persons, organizations, banks and countries which are included in the OFAC sanctions list” and compliance with OFAC regulations. Although the consultant recommended that the resolution of the conflict was a “business policy decision” “to be submitted to the Executive Board,” the investigation did not identify evidence that this recommendation was followed.

25. In January 2004, prior to the roll out of the Embargo Tool, members of the embargo team discussed the Bank's current practices for handling “OFAC relevant transactions” and acknowledged that “US banks are forbidden from facilitating or assisting in financial transactions with persons/companies/institutions named on the OFAC list,” and that “[b]y virtue of an agreement between the UCB AG Group and the clearer U.S. Bank 1, the UCB AG Group is obligated to comply with OFAC regulations.” Accordingly, the team noted that U.S. dollar payments violating U.S. sanctions should either be canceled or “neutralized”—a term with specific

meaning at UCB AG, which was used to describe the process of omitting any reference to sanctioned parties or countries in SWIFT messages sent to U.S. banks.

26. On February 19, 2004, there was a Project Embargo meeting regarding the “handling of OFAC cases,” in which the attendees discussed, among other things: (1) the need to observe OFAC requirements pursuant to the U.S. Bank 1 Clearing Agreement; (2) the need to find a way to continue to handle profitable Iranian business; (3) that the OFAC issue was not new and procedures already existed to carry out certain types of transactions in an “OFAC-neutral manner”; and (4) that specific instructions needed to be prepared for each product area for how to handle U.S. dollar business. That same day, a member of the team sent an email in which he wrote, “[a] paper is being prepared as a basis for a decision to be taken by the management board of the Group, recommending that the contracting party be veiled if it appears on an OFAC list. This should not be a problem for us – we are in any case already doing this with [Iranian Bank].” In response, another member of the team wrote, “[a]s in the past, it must be ensured that the contracting party’s name is not mentioned in case of payments to or through US banks.” In another email from February 2004, a team member wrote, “In the context of Project EMBARGO, rules need to be established for handling transactions which could become problematic from an OFAC perspective,” and that, in the context of Iranian transactions and the procedures for handling them, “[u]ltimately, we are describing nothing more than the process as it has long since been carried out.”

27. On May 10, 2004, prior to the roll out of the Embargo Tool, the head of Project Embargo solicited informal advice from an attorney based in New York, who informed him that

As long as neither the US branch or other US entities or US individuals wherever located are involved it should not raise US sanctions problems under the so called OFAC sanctions (note that transfers of funds through the US if they were to occur in this connection may be required to be blocked and then held in place).

This advice confirmed what the bank already knew: with limited exceptions (including the then-applicable U-turn exception), payments involving sanctioned countries or parties could not be processed through the United States by any U.S. entity, including by U.S. correspondent banks processing UCB AG's transactions for Sanctioned Entities.

28. When UCB AG rolled out the Embargo Tool in June 2004, an employee circulated a memo regarding "Observance of OFAC Rules for Documentary Foreign Payment Transactions and for Foreign Guarantees." The employee who circulated the memo noted in an email that "[t]he basic idea is that we describe the existing practice: OFAC relevant transactions are carried out, but only in an OFAC neutral manner. OFAC neutral can be: without the involvement of US banks or, if unavoidable, without showing the OFAC background."

29. Following the Embargo Tool roll out in the summer of 2004, UCB AG created and circulated within the bank a 59-page procedural manual titled "Transactions affected by OFAC" which included detailed instructions for how to handle various "OFAC relevant" transactions across business lines, including foreign payments, foreign exchange and money market transactions, and trade finance transactions. The introduction to the manual observed that all U.S. banks, regardless of location, must comply with OFAC regulations, and that no U.S. entity can become involved in "OFAC-affected" transactions. Further, it observed that, "[r]ecently, the requirements of sanctions administered by OFAC have been expanded significantly," and that "U.S. banks have perceptibly increased the pressure regarding adherence to sanctions." The manual made clear that UCB AG could not violate OFAC regulations, explaining that "UCB AG Group must observe OFAC's requirements" when dealing with U.S. banks.

30. The manual additionally set forth detailed instructions for how various "transactions that are desired for business reasons can be executed in an OFAC-neutral manner"

by the underlying business units and operational teams tasked with processing foreign payments and reviewing payments stopped in the new Embargo Tool filter, including through the use of the “cover payment” method whereby the SWIFT messages sent to the United States to fund U.S. dollar transactions contained no “OFAC-relevant” data. As the manual instructed, “[i]f the involvement of a U.S. bank cannot be avoided . . . care must be taken to ensure that the OFAC background of the transaction does not become apparent.”

31. Thus, with respect to payments and transactions implicating U.S. sanctions, the Embargo Tool, and the formal procedures for screening and executing U.S. dollar payments flagged in the tool, formalized UCB AG’s prior ad hoc practice of concealing, falsifying, or omitting information related to sanctioned countries and parties from UCB AG’s U.S. clearing banks. Among other things, this was done to ensure that lucrative business was not affected by payments being stopped or frozen in the U.S. due to sanctions laws and regulations.

32. Numerous emails and other documents demonstrate that the UCB AG compliance team responsible for monitoring payments flagged by the Embargo Tool ensured that all “OFAC relevant” U.S. dollar payments were processed and executed in an “OFAC neutral” manner—i.e., by omitting any information related to a sanctioned country or party—consistent with the instructions contained in the manual. For example, in September 2005, a member of the Project Embargo team sent an email explaining, “[t]here are procedures/operating guidelines specifying how desired transactions with OFAC contents can be executed – OFAC-neutral,” and stressed that “[t]he most important fact is that no US bank can see OFAC contents in any MT [SWIFT message].” Similarly, on or about September 6, 2005, the head of Project Embargo wrote to an attorney in the legal department, “[a] transaction is, in principle, of relevance with respect to OFAC if it involves data contained in the OFAC list (e.g., as principal, recipient, intended use). This OFAC data may

not be shown/indirectly disclosed to any US bank.” (Emphasis in original.) The email continued, “[t]here are procedures/instructions on how desired transactions can be carried out in an OFAC neutral manner,” then it provided a detailed example of how an Iranian-related payment should be split into two SWIFT messages, with an MT103 message being sent directly to the beneficiary’s foreign bank, containing complete information about the underlying parties to the transaction, including the beneficiary entity in Iran, and a second MT202 message being sent to U.S. Bank 1 in the U.S. with “no contents relating to IRAN.” Instructions and emails of this type continued throughout the relevant period.

The UCB AG Legal Department Solicited Advice from a U.S. Law Firm, But Failed to Inform the Law Firm That It Cleared Potentially Sanctioned U.S. Dollar Transactions through the United States

33. In April 2005, in response to concerns raised both internally and by an outside party, the UCB AG legal department solicited an opinion from a law firm in New York on the extraterritorial effect of U.S. laws, particularly related to business with Iran. The American law firm advised that, with respect to transactions with Iran, “UCB AG Munich is not a ‘person that is subject to the jurisdiction of the United States,’” particularly “because the transactions [described by UCB AG] would clear outside the United States” such that “there would be no argument that as a result of the clearing process, a U.S. person was transferring blocked funds as a result of the clearing process.” The firm’s opinion was critically flawed, however, because UCB AG provided erroneous and incomplete information regarding how it processed OFAC relevant U.S. dollar transactions. UCB AG, in fact, was clearing transactions with Iran through the United States and had specific, memorialized procedures, outlined above, designed to ensure that such transactions were not detected by banks in the United States.

Beginning in 2006, the UCB AG Legal and Compliance Departments Began Raising Concerns About the Bank's Sanctioned Business and Payment Practices.

34. Beginning in 2006, the legal and compliance departments within UCB AG started raising concerns internally about “disguising” and “veiling” information in U.S. dollar transactions cleared through the United States. However, those concerns did not translate into changes in official policies or procedures, and the compliance team responsible for reviewing payments flagged in the Embargo Tool continued to give instructions not to mention Iranian customers in U.S. dollar payment messages, but instead to format them in an “OFAC neutral” manner, omitting critical sanctions information from messages to U.S. banks.

35. In August 2008, a member of the compliance team with responsibility for sanctions compliance sent an email to the Head of Credit Risk Management at UCB AG, stating that:

we request another presentation be made to the [Credit Risk Committee] from the perspective of the [Sanctions Compliance Team]. This relates to the US dollar balances of Iranian customers with [UCB AG]:

As of July 15, 2008, various Iranian customers (individuals and companies as well as banks) maintain US dollar balances in the amount of USD 37,398,604.88.

From several points of view, we consider this to be problematic.

- Current US sanctions against Iran . . .
- Excerpt from the Clearing Agreement with [U.S. Bank 1] . . .

Our recommendation is now to the effect of taking action to give notice to such customers to close out their USD balances or convert them to other currencies.

...

This should also be extended to all customers domiciled in a country sanctioned by OFAC (e.g., Cuba, Sudan, Myanmar-Burma, etc.).

A year-and-a-half later, in February 2010, the same compliance officer sent an email to other senior employees triggered by a complaint about difficulties in effectuating Euro payments on behalf of Iranian customers, in which he expressed his growing frustration:

The Sanctions Team made various attempts in recent years to approach the Management Board of UCB AG to discontinue the Iran business. However, it was decided to continue the business . . . New customers who open accounts with us in order to handle their payments . . . are evidently welcome anytime.

UCB AG's Non-Transparent Payment Practices Resulted in at least \$393,536,632 in OFAC Violations Between 2002 and 2011.

36. Between 2002 and 2011, UCB AG's practice of omitting sanctions relevant information from MT103 messages and using the MT202 cover payment method for transactions involving sanctioned countries or parties prevented U.S. banks from being able to screen payment messages, ensuring that such payments could not be stopped for further review by the banks' filters, and be either rejected or blocked. As a direct result of these non-transparent payment processes, designed specifically to avoid detection by U.S. banks, UCB AG caused banks in the United States to process approximately \$5,440,000,000 in payments involving sanctioned countries or parties without providing sufficient information such that the U.S. financial institution could review the originator or beneficiary of the payment, and \$393,536,632 in transactions in direct and willful violation of U.S. sanctions as a result of its conspiracy to violate U.S. sanctions, including its conspiracy with IRISL.

The Islamic Republic of Iran Shipping Lines

UCB AG Established a Relationship with the Islamic Republic of Iran Shipping Lines at a Time When Other European Banks Were Exiting Their Relationships with the Company.

37. In 2004, the year UCB AG rolled out its Embargo Tool and corresponding policy manual for handling "OFAC relevant" payments, UCB AG established a customer relationship

with the Islamic Republic of Iran Shipping Lines (“IRISL”), the state-sponsored shipping line of Iran. One of the largest shipping lines in the world, IRISL operated globally through a network of subsidiaries, affiliates, and agents. Over the next several years, and during the relevant period, UCB AG opened 179 commercial bank accounts, including 62 USD accounts, for 55 IRISL-related entities.

38. On September 10, 2008, OFAC designated IRISL, as well as several companies in the IRISL network and many IRISL vessels, as SDNs. Specifically, the IRISL entities were designated as NPWMDs.³

39. During the relevant period, from 2004 to 2010, IRISL, and companies UCB AG knew IRISL controlled, used accounts held at UCB AG’s Hamburg branch to access the U.S. financial system in violation of U.S. sanctions laws. Notably, UCB AG knowingly processed transactions through the United States on behalf of IRISL-controlled companies for nearly two years after OFAC designated IRISL as an NPWMD in 2008, in violation of U.S. sanctions.

Beginning in 2006 UCB AG Set Up a Series of Accounts for IRISL So That IRISL Could Send and Receive USD Payments through the United States Without Detection

40. In June 2006, an UCB AG relationship manager (“RM”) for IRISL sent an email to an IRISL official confirming that UCB AG had opened several U.S. dollar accounts in the name of two wholly-owned subsidiaries of IRISL, including Company 1. The accounts included “Auto-Dispo” services, whereby payments to the “source” account (e.g., Company 1’s U.S. dollar account—referred to by IRISL as a “safe account”) automatically would be transferred on a book-entry basis to a “target” account held by IRISL at UCB AG. In other words, IRISL could send and receive U.S. dollar payments using the Company 1 account, without U.S. financial institutions

³ IRISL was removed from the SDN list in January 2016 as part of the Joint Comprehensive Plan of Action. IRISL was placed back on the SDN list in November 2018.

knowing that IRISL was behind the Company 1 payments. The UCB AG RM for IRISL noted in 2006 that, “[i]n response to your enquiry concerning the data-transfer of payments in USD across the [U.S. Bank 1] to banks in foreign countries, we like to inform you, that in the most cases, the data of the payment will be send [sic] coded to [U.S. Bank 1]. We request you as a precaution, to co-ordinate according payments with us in advance.” Later, in response to an IRISL request to “arrange for transfer of all incoming and outgoing amounts one by one to main account” from the Company 1 U.S. dollar account, another UCB AG RM for IRISL clarified, “[i]f we get it straight, you like to have every single payment which is debited or credited to . . . Company 1 also a single transfer to your source account.”

41. The establishment of these so-called “safe accounts” was done in the larger context of UCB AG’s “desire for a closer relationship with the customer [IRISL]” and IRISL’s intent to “expand our mutual business” beginning in the latter part of 2006, a time when other European financial institutions were exiting, or had already exited, their U.S. dollar relationships with IRISL.

42. At about the same time, a UCB AG RM for IRISL drafted internal instructions to handle IRISL payments in the “normal way” to “ensure” that information was “not transmitted to [U.S. Bank 1]” —i.e., by splitting the payment into two SWIFT messages and ensuring that the beneficiary of the payment (IRISL) not be included in any message sent to U.S. Bank 1, consistent with the practices in place at the time under the Embargo Tool policy manual. Similarly, nearly two years later, in June 2008, the UCB AG correspondent banking relationship manager for the Middle East region confirmed in an email to the UniCredit Group head of correspondent banking in Milan that UCB AG processed U.S. dollar payments on behalf of IRISL in this manner, ensuring that in the MT202 message sent through the United States, “there is no relationship to Iran.”

On the Eve of Being Designated as an NPWMDs by OFAC in 2008, IRISL's UK Office Opened a USD Account at UCB AG under the Name of Company 2

43. On June 20, 2008, a UCB AG RM for IRISL sent an email to an official at IRISL's regional branch office in the United Kingdom, informing him that a payment for IRISL's UK branch had been stopped and returned based on sanctions against Iran. Ten days later, the same IRISL UK official sent the UCB AG RM for IRISL an email informing him that the head of IRISL's UK branch had set up a new company ("Company 2") and wanted to open an account in the name of Company 2 at UCB AG. UCB AG opened the account the next day. In the account opening documents, IRISL's UK branch was given power of attorney over the Company 2 account; the address for Company 2 was listed as the same address as IRISL's UK branch; and the head of IRISL's UK branch was the signatory on the account.

After IRISL and Several Related Entities Were Designated NPWMDs by OFAC on September 10, 2008, UCB AG Continued to Process USD Payments on Behalf of IRISL and Known IRISL Entities, Including Company 1 and Company 2.

44. On September 10, 2008, OFAC placed IRISL, several IRISL related entities, including IRISL's UK branch and IRISL's European office, and numerous IRISL vessels on its SDN list based on evidence that the IRISL network of companies was engaged in weapons of mass destruction proliferation activity. In the press release announcing the designation, OFAC noted that "[n]ot only does IRISL facilitate the transport of cargo for U.N. designated proliferators, it also falsifies documents and used deceptive schemes to shroud its involvement in illicit commerce IRISL's actions are part of a broader pattern of deception and fabrication that Iran uses to advance its nuclear and missile programs." OFAC advised that "as international attention over Iran's [Weapons of Mass Destruction] programs has increased, IRISL has pursued new strategies which could afford it the potential to evade future detection of military shipments." OFAC specifically warned that "[t]hese designations also highlight the dangers of doing business with

IRISL and its subsidiaries. Countries and firms, including customers, business partners, and maritime insurers doing business with IRISL, may be unwittingly helping the shipping line facilitate Iran's proliferation activities."

45. As of September 10, 2008, approximately 34 IRISL-related entities maintained accounts with the bank. The bank linked all of these customers together under one customer group number, known within the bank as an "EVD" number. On September 11, an employee in the compliance department responsible for sanctions issues emailed the head of the international legal department seeking his "advice on a big issue"—the designation of IRISL and related entities. The compliance officer noted that the IRISL network of customers at UCB AG (identified as 38 in total) all had the same engagement number (EVD) and partner number, and he asked, "How should we proceed in this case with the engagement group?" The legal department head responded, copying other legal and compliance personnel, including the head of sanctions compliance, "it is out of the question that we continue to carry out USD transactions with these companies."

46. That same day, the compliance department stopped a U.S. dollar payment on behalf of IRISL's UK branch (the IRISL entity and UCB AG customer that had just opened the Company 2 account two months before) "could not be executed" due to "Breach of NPWMD-requirements."

47. On September 15, 2008, a sanctions compliance officer sent an email to the IRISL relationship management team, copying senior compliance and legal personnel, stating that the September 10 designation of IRISL and related entities "contains the names of companies and persons who are considered to be linked to weapons of mass destruction," and that because "this regulation has direct extraterritorial effect on us," the sanctions compliance teams had "reached the following decision: Effective immediately, USD payments may no longer be executed or accepted for the customer." He noted that the compliance and legal departments "have not issued

instructions as to how to deal with the customer in the future,” however, and “[c]urrently, I see the following tasks: we need a compilation of the entirety of the business at UCB AG . . . a customer history as well as profit figures.” Beginning at this time, the sanctions compliance officer who authored this email and his team attempted to elevate the issue of IRISL’s designation and how the bank should respond to the Management and Executive Boards of the Bank.

48. That same day, the head of the department overseeing the IRISL business relationship sent an email in which he wrote,

for your information, this engagement represents a gross contribution of almost 1 million Euros as of August 31, 2008. That certainly hurts and we hope that we can generally continue the very successful relationship. If the relationship were terminated, this would ultimately result in unfavorable consequences on the revenue side for 2009.

49. Five days later, on September 20, members of the IRISL relationship team, at the behest of IRISL officials, advocated internally that Company 2 (the new IRISL UK branch entity) should be removed from the IRISL engagement group at the Bank and, thus, be exempted from the decision to discontinue U.S. dollar business on behalf of the IRISL group because the ownership structure of Company 2 did not include any IRISL officials. The sanctions compliance officer responded that “we will direct attention specifically to this problem” when they “prepare the Presentation to the Management Board,” and noted that, “[y]our customer will confirm this to you: Other German banks . . . with which your customer has a business relationship are much stricter than we are.” Shortly thereafter, the bank removed Company 2 from the IRISL customer group and assigned it a separate EVD number, thereby allowing Company 2 to continue to conduct business in U.S. dollars through the bank.

50. Similarly, several days later, a member of the IRISL relationship team pleaded with another sanctions compliance officer to carry out a Euro transfer on behalf of the IRISL subsidiary

Company 2 involving the UK branch of a U.S. bank because “[o]ur client unfortunately has no other bank connection to the recipient” of the payment. The compliance officer responded, “Okay, we’ll do it (with a stomach ache)”.

51. In November 2008, approximately two months after IRISL was designated as an NPWMD, the sanctions compliance officer who had issued the original advice to the business team to cease all U.S. dollar business involving entities in the IRISL customer group, sent an email to the IRISL relationship team confirming that, “[i]n a telephone conversation with [an IRISL RM] today, I was advised of the current status of the above referenced [IRISL] engagement which I would like to summarize as follows: US-Dollar credit balances were mainly converted into Euros. The US-Dollar accounts still exist, but they are kept at ‘zero.’”

52. However, UCB AG in fact continued to maintain U.S. dollar accounts (with U.S. dollar balances) for Company 1 and Company 2, and the bank continued to process U.S. dollar payments on behalf of these entities (and, by extension, IRISL) for another 18 months—nearly two years after OFAC designated IRISL an NPWMD.

In July 2009, IRISL Officials Opened Yet More USD Accounts at UCB AG in the Name of Company 3

53. On July 16, 2009, an IRISL RM at UCB AG wrote an email to an individual with an “@irisl-europe.de” email address, stating, “[a]s discussed over the phone, please find attached the documents [sic] account opening documents for [Company 3].” The attached documents included a “Bank and Securities Account Power of Attorney for External Companies” form which listed IRISL’s European branch (a designated SDN) as the “Attorney-In-Fact” for the account with the authority to “undertake all transactions that relate directly to the bank and securities account management” of at least one Company 3 USD account at UCB AG. Additionally, the sole “owner” of Company 3 was an Iranian citizen who was an employee and officer of IRISL. He and the two

other account signatories (who also were Iranian citizens) had notations in their Iranian passports (which were submitted to UCB AG to open the Company 3 accounts) indicating that their German visas were valid only so long as they were employed by IRISL in Germany.

54. Ten days later, the same sanctions compliance officer who earlier had raised concerns about the IRISL relationship emailed the IRISL relationship team requesting that they “please explain why numerous USD payments were booked to the account from Company 1. Due to the existing sanctions, the USD account must be closed immediately.” Notably, this email is dated almost one year after the IRISL network was designated as an NPWMD.

More Than One Year After IRISL Was Designated by OFAC, UCB AG Management Decided to Exit the Relationship, But the Bank Continued to Process USD Payments on Behalf of Known IRISL Entities for Another Year

55. On November 10, 2009, a member of the sanctions compliance team sent an email to the two senior reputational risk officers at the bank attaching a news article about IRISL and the transportation of weapons materials, stating, “[i]n my opinion, the customer relationship should be reviewed from a reputational point of view.” On November 30, one of the reputational risk officers wrote to the IRISL relationship manager, copying members of sanctions compliance and others, “[w]ith respect to our customer IRISL, management has decided that we cannot continue our customer relationship unless the customer can establish transparency about which goods are being transported on its ships. The reputational risk is too high for the bank.” However, the relationship was not exited at this time.

56. About six weeks later, on January 11, 2010, the sanctions compliance team wrote to the reputational risk officers again seeking clarification: “Today, I have again some open questions which I would like to discuss with you in a meeting How do we handle the companies/participations with respect to which we know that IRISL has a substantial interest?”

According to the sanctions compliance officer who previously had raised these issues over the past year, this email was “a cry for help” from the sanctions compliance team because the bank’s IRISL-related business had not ceased after the November 30, 2009 email from reputational risk.

57. In an email (referenced above at paragraph 35), the sanctions compliance officer stated that by mid-February 2010, his team had “made various attempts in recent years to approach the Management Board of UCB AG to discontinue the Iran business. However, it was decided to continue the business” New customers who open accounts with us in order to handle their payments . . . are evidently welcome anytime.” This employee explained that this email was yet another attempt to elevate the IRISL issue to the Management Board. He recalled being frustrated with management at this time because he and his team had attempted to elevate the same issue over and over again with no response, causing him concern about his team’s credibility within the bank.

58. One week later, on February 18, 2010, the head of IRISL’s UK branch and Company 2—the top IRISL official based in London—sent an email to an unknown individual in which he referred to UCB AG as “a little easygoing [sic] than others for opening the account please contact them if it is necessary I can talk with them as well.” The IRISL official attached contact information for an officer in UCB AG’s Hamburg branch, and the recipient of the email responded, among other things, that he knew of others who had accounts with UCB AG and that it was one bank still “working with Iran.”

59. On May 27, 2010, after an intermediary bank directed several inquiries to the bank about the connection between Company 3 and IRISL in relation to several Company 3 payments executed by UCB AG, a sanctions compliance officer wrote to an IRISL RM summarizing a phone conversation the two had had that day about Company 3. Based on the intermediary bank’s

requests for information, the sanctions compliance team had reviewed the customer “more closely” and discovered that the account was opened by an Iranian citizen; that all three signatories were Iranian citizens; and that the resident permits for all three individuals note that their permits were only effective so long as they are employed by IRISL Europe. Accordingly, the sanctions compliance officer informed the IRISL RM that U.S. dollar payments would no longer be executed by the bank on behalf of Company 3.

60. Nonetheless, nearly one month later, on June 18, 2010, the same member of the sanctions team wrote the same IRISL RM about Company 3, “I currently have the following question for you: Even though we have given notice to the customer, the balance in the USD account has *increased* [emphasis added] by USD 5,000,000.” The sanctions compliance officer explained that this email conveyed his increasing frustration with the relationship team’s continued business with IRISL. He discussed the issue with his superior, but understood that the sanctions team within compliance had no real authority to direct or discipline the relationship team.

61. Only on July 27, 2010 did the Bank finally send Company 3 (and IRISL’s European branch and other IRISL-related entities) a formal letter stating that “we are required to freeze all of your accounts until further notice.”

62. The month before, the bank had ceased handling U.S. dollar payments on behalf of Company 1 after new sanctions were imposed on IRISL and related entities by the United Nations.

63. UCB AG stopped processing USD payments on behalf of Company 2 in July 2010 when Fairway itself stopped sending or receiving USD payments through the bank.

64. UCB AG exited its business relationship with IRISL entirely approximately one year later in 2011.

Between 2006 and 2011, UCB AG Processed Approximately \$320 Million in USD Payments on Behalf of IRISL and Related Entities in Violation of U.S. Sanctions.

65. Between 2006 and 2011, UniCredit processed U.S. dollar payments totaling approximately \$320 million on behalf of IRISL or IRISL-related entities through financial institutions located in the United States in violation of U.S. sanctions. Approximately \$275.5 million occurred after IRISL was designated as an NPWMD by OFAC in September 2008 for being a proliferator of weapons of mass destruction. All of these payments were processed without obtaining a license from OFAC in violation of IEEPA and caused false entries to be made in the business records of financial institutions located in New York, New York.

UCB AG's Cooperation with the Government and Remediation

66. Once presented with evidence of potential U.S. sanctions violations in 2011, UCB AG provided substantial cooperation in the government's investigation of the criminal conduct that occurred from 2002 through 2011. UCB AG conducted an extensive and thorough internal investigation, voluntarily made U.S. and foreign-based employees available for interviews, and produced voluminous documentary materials to DOJ and to DANY.

67. Additionally, since 2011, UCB AG has engaged in significant remediation, including the comprehensive enhancement of its U.S. economic sanctions compliance program.

PX-16

SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: TAP A

THE PEOPLE OF THE STATE OF NEW YORK

-against-

MOBEEN AHMED,

Defendant.

SUPERIOR COURT
INFORMATION
NO. 4066/2017

Docket No.
2017NY055688

I, CYRUS R. VANCE, JR., District Attorney for the County of New York, by this information, accuse the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, in the County of New York and elsewhere, on or about April 13, 2011, with intent to defraud and to commit another crime and to aid and conceal the commission thereof, prevented the making of a true entry and caused the omission thereof in the business records of an enterprise, to wit, the defendant transmitted and caused to be transmitted a \$930,000 U.S. dollar wire payment through financial institutions in New York County and elsewhere on behalf of an entity subject to U.S. Sanctions by altering and omitting information related to the true originator of the payment.

SECOND COUNT:

I, CYRUS R. VANCE, JR., District Attorney for the County of New York, by this information, further accuse the defendant of the crime of **CONSPIRACY IN THE FIFTH DEGREE**, in violation of Penal Law §105.05(1), committed as follows:

The defendant, in the County of New York and elsewhere, during the period from in or about 2007 to in or about 2011, with intent that conduct constituting a felony, to wit Falsifying Business Records in the First Degree, be performed, did agree with one and more persons to engage in and cause the performance of such conduct.

OBJECTS OF THE CONSPIRACY

It was a part and an object of the conspiracy to intentionally and knowingly falsify the records of financial institutions in New York County in order to process U.S. dollar transactions subject to U.S. sanctions on behalf of business organizations and other entities that were either operated from Iran or transacted U.S. dollar business with Iranian entities.

PEOPLE AND ENTITIES

1. An international financial institution ("the Bank") was headquartered in London, United Kingdom, with branch offices around the world, including in the United Arab Emirates ("UAE") and in the County and State of New York. The Bank's branch office in New York provided wholesale banking services, including United States dollar ("USD") clearing services for international wire transactions.
2. AHMED was employed as a Relationship Manager at the Bank's branch office in Dubai, UAE, from March 2007 through August 2014. AHMED'S responsibilities included fostering and developing banking relationships with the Bank's small- and medium-sized business customers in Dubai, UAE.

3. Person A was employed as a Treasury Sales Manager at the Bank's Dubai branch from 2008 through 2014. Person A's job responsibilities included managing foreign currency sales for small- and medium-sized business customers, including USD currency sales.
4. Person B was an Iranian national who controlled two business organizations in the UAE that were customers of the Bank's Dubai branch. Business Organization #1 was a customer of the Bank's Dubai branch from approximately December 2006 through February 2011. Business Organization #2 was a customer of the Bank's Dubai branch from approximately February 2011 through August 2011.
5. Person C was an Iranian national who controlled at least four business organizations in the UAE that were customers of the Bank's Dubai branch. Business Organization #3 was a customer of the Bank's Dubai branch from approximately December 2009 through January 2011. Business Organization #4 was a customer of the Bank's Dubai branch from approximately December 2010 through April 2011. Business Organization #5 was a customer of the Bank's Dubai branch from approximately January 2011 through September 2011. Business Organization #6 was a customer of the Bank's Dubai branch from approximately September 2011 through December 2011.
6. Persons D, E, and F were Turkish nationals who controlled two business organizations in the UAE that were customers of the Bank's Dubai branch. Business Organization #7 was a customer of the Bank's Dubai branch from approximately October 2009 through October 2011. Business Organization #8 was a customer of the Bank's Dubai branch from approximately April 2011 through August 2011.

MEANS AND METHODS OF THE CONSPIRACY

Among the means and methods by which the defendant, AHMED, and his co-conspirators carried out the conspiracy were the following:

7. AHMED knowingly assisted Person B in making or causing false entries and altering or omitting true information in the business records of the Bank. These false entries prevented other Bank officials from discovering that Business Organization #2 was merely a vehicle for Person B to continue facilitating USD transactions after the Bank closed, or was in the process of closing, the bank accounts of Business Organization #1 due to sanctions concerns. These false entries, alterations and omissions also caused false and misleading information to be sent to the Bank's New York branch. This, in turn, caused the Bank's New York branch to make false entries in its own books and records, and to process millions of dollars in transactions that violated U.S. sanctions from on or about February 2011 through on or about August 2011. The Bank's New York branch processed all of these USD transactions based, in part, on representations or omissions made or facilitated by AHMED. If the New York branch had possessed accurate information on the nature of these transactions, it would have been required to reject at least some of them pursuant to the Bank's sanctions enforcement policy and the law. Defendant AHMED and Person A both knew that Person B operated from Iran and/or conducted USD transactions with Iranian persons or entities, and that Business Organizations #1-2 transacted USD business with Iranian entities. Business Organizations #1-2 conducted approximately \$245 million in USD transactions through their accounts at the Bank's Dubai branch.
8. AHMED knowingly assisted Person C in making or causing false entries and altering or omitting

true information in the business records of the Bank. These false entries prevented other Bank officials from discovering that Business Organizations #4, 5, and 6 were merely vehicles for Person C to continue facilitating USD transactions after the Bank closed, or was in the process of closing, the bank accounts of Business Organization #3 due to sanctions concerns. These false entries, alterations and omissions also caused false and misleading information to be sent to the Bank's New York branch. This, in turn, caused the Bank's New York branch to make false entries in its own books and records, and to process millions of dollars in transactions on behalf of Business Organization #4 from on or about December 2010 through on or about April 2011 and on behalf of Business Organization #5 from on or about January 2011 through on or about September 2011. The Bank's New York branch processed all of the USD transactions based, in part, on representations or omissions made or facilitated by AHMED. If the New York branch had possessed accurate information on the nature of these transactions, it would have been required to reject at least some of them pursuant to the Bank's sanctions enforcement policy and the law. Defendant AHMED and Person A both knew that Person C and Business Organizations #3-6 transacted USD business with Iranian entities. Business Organizations #3-6 conducted approximately \$312 million in USD transactions through their accounts at the Bank's Dubai branch.

9. AHMED knowingly assisted Persons D, E and F in making or causing false entries and altering or omitting true information in the business records of the Bank. These false entries prevented other Bank officials from discovering that Business Organization #8 was merely a vehicle for Persons D, E, and F to continue facilitating USD transactions after the Bank closed, or was in the process of closing, the bank account of Business Organization #7 due to sanctions concerns. These false entries, alterations and omissions also caused false and misleading information to be sent to

the Bank's New York branch. This, in turn, caused the Bank's New York branch to make false entries in its own books and records, and to process millions of dollars in transactions from on or about April 2011 through on or about August 2011 on behalf of Business Organization #8. The Bank's New York branch processed all of the USD transactions based, in part, on representations or omissions made or facilitated by AHMED. If the New York branch had possessed accurate information on the nature of these transactions, it would have been required to reject at least some of them pursuant to the Bank's sanctions enforcement policy and the law. Defendant AHMED and Person A both knew that Business Organizations #7-8 transacted USD business with Iranian entities. Business Organizations #7-8 conducted approximately \$417 million in USD transactions through their accounts at the Bank's Dubai branch.

10. Between in or about November 2007 and December 2011, defendant AHMED and Person A knowingly and willfully facilitated hundreds of transactions totaling millions of dollars on behalf of the Bank's business customers of the Dubai branch, knowing that those business customers (including Business Organizations #1-8, controlled by Persons B, C, D, E, and F) were operating from Iran and/or doing USD business with Iranian entities, without a license from United States Office of Foreign Asset Control ("OFAC").
11. Between November 2007 and December 2011, defendant AHMED engaged in this conduct in order to generate revenue for the Bank and maintain his employment.
12. A license from OFAC was required for at least some of the USD transactions conducted by Business Organizations #1-8, but a license was neither sought nor obtained.

OVERT ACTS OF THE CONSPIRACY

In furtherance of the conspiracy and to effect its illegal objects, the defendant, AHMED, and others known and unknown, committed the following overt acts, among others, in the County of New York and elsewhere:

13. Ahmed and Person A counseled Persons B, C, D, E, and F on ways to structure financial transactions that would not cause the Bank to suspect that the transactions violated New York State or United States laws. For example:

- a. On or about March 9, 2011, Ahmed spoke with Person B by phone and instructed him on how to avoid future scrutiny of transactions by the Bank's compliance officials. Among other things, Ahmed advised that Person B should send payments from his business accounts only to other business accounts and not to accounts held by individuals. Ahmed further advised Person B to tell compatriots to use their personal accounts (as opposed to business accounts) in order to send payments to other individuals.
- b. On or about June 27, 2010, Ahmed spoke with Person C by phone and counseled him to avoid depositing large checks or checks from Iranian banks, and instead to deposit small checks and route funds from Iranian banks through another UAE financial institution before depositing them at the Bank.
- c. On or about February 27, 2011, Ahmed spoke with Person E by phone and suggested that Person E avoid withdrawing large amounts of cash from his business account, and instead use other methods such as checks to conduct financial transactions, as means to better avoid scrutiny by the Bank's compliance officials.

14. Ahmed and Person A provided false and misleading information to Bank officials intended to

disguise that Persons B, C, D, E, and F, and Business Organizations #1-8 had known ties to Iran.

For example:

- a. On or about August 24, 2008, Ahmed responded to a Bank compliance inquiry about Business Organization #1 by stating, among other things, that Business Organization #1 did not have any branches outside the UAE without disclosing that Business Organization #1 currently or formerly had a factory in Iran.
 - b. On or about April 9, 2009, Ahmed falsely stated on an internal Bank customer due diligence review form that there were no sanctions concerns associated with Business Organization #1's account.
 - c. On or about August 19, 2010, Ahmed responded to a Bank compliance inquiry about Business Organization #3 by stating that Business Organization #3 had no branches outside of the UAE, despite knowing about and declining to disclose significant connections between Business Organization #3 and Iran.
 - d. In July 2010, Ahmed responded to various internal Bank inquiries regarding increased numbers of transactions conducted by Business Organization #7. Ahmed stated that Business Organization #7 was based in Dubai and that the reason for the increased transactions was because of preferential rates. Ahmed declined to inform Bank compliance officials that correspondent banks had raised concerns about Business Organization #7's connections to Iran, and declined to share that Ahmed had counseled Person E (a controller of the account) to avoid scrutiny by not sending payments directly to Iran, and use an intermediary financial institution instead.
15. Ahmed and Person A facilitated access to the Bank by Persons B, C, D, E, F, after various of their business accounts were shut down by Bank compliance officials due to Iran sanctions concerns.

Ahmed and Person A did this by providing USD banking services to newly-opened business organizations controlled by Persons B, C, D, E, and F, without disclosing to Bank compliance officials that these individuals and their prior accounts had known ties to Iran. For example:

- a. On or about March 23, 2011, Ahmed arranged to become the Relationship Manager for Business Organization #2, which was controlled by Person B, despite the fact that Business Organization #1's account (also controlled by Person B) had been closed a month earlier due to Iran sanctions concerns. Ahmed knew that Business Organization #2 would continue the same business activities as Business Organization #1, but under a different name. Ahmed did not disclose to Bank compliance officials the connections between the closed account for Business Organization #1 and the newly-opened account for Business Organization #2.
- b. On or about December 23, 2010, Ahmed arranged to become the Relationship Manager for Business Organization #4, which was controlled by Person C, despite the fact that Business Organization #3's account (also controlled by Person C) was in the process of being closed due to Iran sanctions concerns. Ahmed knew that Business Organization #4 would continue the same business activities as Business Organization #3, but under a different name. Ahmed did not disclose to Bank compliance officials the connections between Business Organization #3 (which was closed on or about January 12, 2011) and Business Organization #4 (which continued to conduct USD transactions for several months into 2011).

CYRUS R. VANCE, JR.

District Attorney

**SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK**

THE PEOPLE OF THE STATE OF NEW YORK

-against-

MOBEEN AHMED,

Defendant.

SUPERIOR COURT INFORMATION

**Cyrus R. Vance, Jr.
District Attorney
New York County
One Hogan Place
New York, New York 10013
(212) 335-9000**

PX-17

SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

BNP PARIBAS, S.A.,

Defendant.

SUPERIOR COURT
INFORMATION

Docket No.

I, CYRUS R. VANCE, JR., District Attorney for the County of New York, by this information, accuse the defendant of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law §175.10, committed as follows:

The defendant, BNP Paribas, S.A. in the County of New York, during the period from at least in or about 2004 to in or about 2012, with intent to defraud and to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit the defendant transmitted and caused to be transmitted U.S. dollar wire payments on behalf of sanctioned persons, entities, and countries through financial institutions in New York County and elsewhere by altering and omitting the involvement of the sanctioned person, entity, and country.

SECOND COUNT:

I, CYRUS R. VANCE, JR., District Attorney for the County of New York, by this information, further accuse the defendant of the crime of **CONSPIRACY IN THE FIFTH DEGREE**, in violation of Penal Law §105.05(1), committed as follows:

The defendant, BNP Paribas, S.A. in the County of New York and elsewhere, during the period from at least in or about 2004 to in or about 2012, with intent that conduct constituting a

felony, to wit Falsifying Business Records in the First Degree, be performed, did agree with one and more persons to engage in and cause the performance of such conduct.

OBJECTS OF THE CONSPIRACY

It was a part and an object of the conspiracy that the defendant, BNP Paribas, S.A. (“BNPP”), and others known and unknown, intentionally and knowingly falsified the records of financial institutions in New York County in furtherance of BNPP’s efforts to violate United States sanctions laws by, among other things intentionally and knowingly structuring, conducting, and concealing U.S. dollar transactions using the U.S. financial system on behalf of banks and other entities located in or controlled by Sudan, and on behalf of an entity located in Iran.

It was further part and object of the conspiracy that the defendant, BNPP, and others known and unknown, intentionally and knowingly falsified the records of financial institutions in New York County in furtherance of BNPP’s efforts to violate United States sanctions laws by, among other things intentionally and knowingly structuring, conducting, and concealing U.S. dollar transactions using the U.S. financial system on behalf of banks and other entities controlled by Cuba.

MEANS AND METHODS OF THE CONSPIRACY

Among the means and methods by which the defendant, BNPP, and its co-conspirators carried out the conspiracy were the following:

1. BNPP intentionally used a non-transparent method of payment messages, known as cover payments, to conceal the involvement of banks and other entities located in or

controlled by countries subject to U.S. sanctions, including Sudan, Iran and Cuba (“Sanctioned Entities”), in U.S. dollar transactions processed through BNPP’s branch office in the United States headquartered in New York, New York (“BNPP New York”) and other financial institutions in the United States.

2. BNPP colluded with other financial institutions to structure payments in highly complicated ways, with no legitimate business purpose, to conceal the involvement of Sanctioned Entities in order to prevent the illicit transactions from being blocked when transmitted through the United States.

3. BNPP instructed other financial institutions not to mention the names of Sanctioned Entities in U.S. dollar payment messages sent to BNPP New York and other financial institutions in the United States.

4. BNPP followed instructions from Sanctioned Entities not to mention their names in U.S. dollar payment messages sent to BNPP New York and other financial institutions in the United States.

5. BNPP removed information identifying Sanctioned Entities from U.S. dollar payment messages in order to conceal the involvement of Sanctioned Entities from BNPP New York and other financial institutions in the United States.

OVERT ACTS

In furtherance of the conspiracy and to effect its illegal objects, the defendant, BNPP, and others known and unknown, committed the following overt acts, among others, in the County of New York and elsewhere:

1. In or about December 2006, BNPP, through its subsidiary, BNP Paribas (Suisse) S.A., based in Geneva, Switzerland, caused an unaffiliated U.S. financial institution located in New York, New York (“U.S. Bank 1”) to process an approximately \$10 million U.S. dollar transaction involving a Sanctioned Entity in Sudan by concealing from U.S. Bank 1 the involvement of the Sanctioned Entity.

2. In or about November 2012, BNPP, through its headquarters in Paris, France (“BNPP Paris”), processed, through BNPP New York, an approximately \$6.5 million U.S. dollar transaction on behalf of a corporation controlled by an Iranian entity.

3. On or about November 24, 2009, BNPP Paris processed an approximately \$213,027 U.S. dollar transaction through BNPP New York in connection with a U.S. dollar denominated credit facility that provided financing to various Sanctioned Entities in Cuba.

CYRUS R. VANCE, JR.
District Attorney

**SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK**

THE PEOPLE OF THE STATE OF NEW YORK

-against-

BNP Paribas, S.A.,

Defendant.

SUPERIOR COURT INFORMATION

**Cyrus R. Vance, Jr.
District Attorney
New York County
One Hogan Place
New York, New York 10013
(212) 335-9000**

PX-18

PLEA AGREEMENT

1. BNP Paribas, SA (“BNPP”), by and through its attorneys, Sullivan & Cromwell, LLP, and the District Attorney of the County of New York (“DANY”) enter into this Plea Agreement (the “Agreement”). There are no promises, agreements or conditions express or implied, other than those set forth in this document. No modification, deletion or addition to the Agreement will be valid or binding on either party unless put into writing and signed by all parties. This Agreement supersedes any prior promises, agreements, or conditions between BNPP and DANY. DANY and BNPP, with the advice of its attorneys, agree as set forth below.

2. BNPP admits responsibility for its conduct and that of its employees, as set forth in the Factual Statement attached hereto as Exhibit A and incorporated by reference (the “Factual Statement”). BNPP agrees to plead guilty to one count of Falsifying Business Records in the First Degree, pursuant to Penal Law Section 175.10, and one count of Conspiracy in the Fifth Degree, pursuant to Penal Law Section 105.05.

3. On a date to be decided between this office and counsel for BNPP, BNPP agrees to be arraigned in the Criminal Court of the City of New York, New York County (“Criminal Court”) on a felony accusatory instrument charging BNPP with one count of Falsifying Business Records in the First Degree, in violation of Penal Law Section 175.10, and one count of Conspiracy in the Fifth Degree, in violation of Penal Law Section 105.05. BNPP further agrees to waive its right to a

preliminary hearing and any claim that said accusatory instrument is legally or factually insufficient. BNPP further agrees to waive the case to the Supreme Court of the State of New York, New York County ("Supreme Court"), and this office will request that the prosecution be sent forthwith to a Supreme Court part for further proceedings.

4. BNPP shall, before the Supreme Court, waive formal prosecution by indictment and shall agree to be prosecuted by a Superior Court Information, charging it with the crime of Falsifying Business Records in the First Degree, in violation of Penal Law Section 175.10, and Conspiracy in the Fifth Degree, in violation of Penal Law Section 105.05 and to plead guilty to those crimes.

5. At the time of the plea, BNPP shall waive all right of appeal and review whatsoever, including but not limited to its rights relating to the statute of limitations, venue and jurisdiction of the Supreme Court, and any double jeopardy claims that such prosecution in New York State Supreme Court is barred by the Double Jeopardy Clause of the Fifth Amendment of the United States Constitution or Article 40 of the New York State Criminal Procedure Law,¹ and shall sign a written waiver of its right to appeal. This knowing and voluntary waiver of the right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that BNPP is receiving.

6. DANY recognizes that the Plea Agreement between BNPP and the Department of Justice will need to be accepted by the United States District Court

¹ The parties acknowledge that this prosecution is consistent with Criminal Procedure Law Section 40.20(2)(b).

for the Southern District of New York. Should that Court decline to accept the Plea Agreement between BNPP and the United States or fail to impose a sentence or forfeiture consistent therewith, DANY and BNPP are released from any obligations imposed upon them by this Agreement, this Agreement shall be null and void, and DANY shall not premise any prosecution of BNPP, its employees, officers or directors upon any admissions or acknowledgements contained or referenced in this Agreement or the Plea Agreement between BNPP and the United States.

7. It is further agreed that should the conviction following the plea of guilty of BNPP pursuant to this Agreement be vacated for any reason other than the reason contained in Paragraph 6 above, then any prosecution for violations of the New York State Penal law, or conspiracy to commit the same, that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced or reinstated against BNPP, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the date the conviction is vacated.² In the event that the conviction is vacated, it is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed. BNPP agrees that it will neither contest the admissibility of the Factual Statement or any other documents provided by BNPP to DANY, nor contradict in any proceeding, the facts contained in the Factual Statement.

² In the event that the plea is vacated, the parties agree that the time periods tolled in the Tolling Agreements signed between the defendant and DANY during the investigation will be determinative of what crimes are chargeable.

8. At the time of BNPP's plea, this Agreement, including all attachments, shall be made a part of the record and the parties will request the Court's approval thereof. This Agreement will become effective only upon the Court's approval.

9. BNPP will admit, under oath, that it has engaged in the conduct described in the Factual Statement.

10. BNPP shall waive a Pre-Sentence Report. BNPP and DANY agree that the information contained in this Agreement, the Factual Statement, and the Superior Court Information are sufficient to enable the Court to meaningfully exercise its authority in sentencing the defendant. BNPP agrees to be sentenced within 30 days of the entry of the plea in this case. The sentencing may be adjourned beyond this 30 day period subject to the approval of the Court.

11. BNPP will immediately file an application for a prohibited transaction exemption with the United States Department of Labor ("DoL") requesting that BNPP, its subsidiaries, and affiliates be allowed to continue to be qualified as a Qualified Professional Asset Manager pursuant to Prohibited Transactions Exemption 84-14 (the "QPAM Exemption"). BNPP will seek such exemption in the form and manner that permits such exemption to be considered in the most expeditious manner possible, and will provide all information requested of it by DoL in a timely manner. The decision regarding whether or not to grant an exemption, temporary or otherwise, is committed to DoL, and DANY take no position on whether or not an exemption should be granted. If DoL denies the exemption, or takes any other action adverse to BNPP, BNPP may not withdraw its plea or

otherwise be released from any of its obligations under this Agreement. DANY agrees that it will support a motion or request by BNPP that sentencing in this matter be adjourned until DoL has issued a ruling on BNPP's request for an exemption, temporary or otherwise, so long as BNPP is proceeding with the DoL in an expeditious manner.

12. BNPP agrees to be sentenced to a conditional discharge with the conditions being set forth below in Paragraph 15. In addition, and in lieu of the District Attorney commencing a civil forfeiture proceeding, under Article 13-A of the New York Civil Practice Law and Rules, it is agreed between BNPP and the District Attorney, pursuant to New York Criminal Procedure Law Section 220.50(6), that BNPP shall forfeit as forfeiture, a total of \$8,833,600,000. DANY agrees that payments made by BNPP in connection with its concurrent settlement of the related criminal action brought by the Criminal Division, United States Department of Justice, Asset Forfeiture and Money Laundering Section, and the United States Attorney's Office for the Southern District of New York (collectively, "DOJ"), and the related regulatory actions brought by the Board of Governors of the Federal Reserve System (the "Federal Reserve") and the New York State Department of Financial Services ("DFS") shall be credited against the total forfeiture amount as follows:

- a. Monetary penalty imposed by the Federal Reserve (not to exceed \$508,000,000);
- b. Monetary penalty imposed by DFS (not to exceed \$2,243,400,000); and

- c. Forfeiture to be paid by BNPP in connection with its resolution of criminal charges brought by the DOJ.

13. BNPP will transfer the total forfeiture amount less any applicable credits described above (the “Forfeiture Payment”) which is \$2,243,400,000 to an account designated by the District Attorney within 30 days of the entry of the plea in this case. The District Attorney hereby states and informs BNPP that the forfeiture of such funds is pursuant to the New York Civil Practice Law and Rules Section 1349 and any subsequent distribution on such funds shall be governed by the terms of the June ___, 2014 Agreement to Escrow and Distribute Forfeiture Funds entered into between the District Attorney of New York and the State of New York. BNPP agrees that the facts set forth in the Factual Statement and admitted to by BNPP establish that the total forfeiture amount is forfeitable as representing proceeds traceable to the violations set forth in the Information.

14. Upon transfer of the Forfeiture Payment to DANY, BNPP shall release any and all claims it may have to such funds and execute such documents as are necessary to accomplish the forfeiture. BNPP agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Payment, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Forfeiture Payment, nor shall it assist any others in filing any such claims, petitions, actions, or motions. The Forfeiture Payment shall be held in an escrow account until sentence is executed. It is further agreed that should the conviction following the plea of guilty

of BNPP be vacated pursuant to Paragraph 6 above, any payments made to DANY pursuant to the Forfeiture Payment shall be returned to BNPP.

15. Pursuant to Penal Law Section 65.05(3)(a), for a period of three years, BNPP agrees to abide by and implement the following as conditions of its conditional discharge:

- a. BNPP agrees that any compliance consultant or monitor imposed by the Federal Reserve or DFS shall, at BNPP's own expense, submit to DANY any report that it submits to the Federal Reserve or DFS.
- b. BNPP agrees to implement compliance procedures and training designed to ensure that BNPP is made aware in a timely manner of any known request or attempts by any entity (including, but not limited to, BNPP's customers, financial institutions, companies, organizations, groups, or persons) to withhold or alter its name or other identifying information where the request or attempt appears to be related to circumventing or evading U.S. sanctions laws. BNPP shall report to DANY the name and contact information, if available to BNPP, of any entity that makes such a request. BNPP further agrees to timely report to DANY any known attempts by any BNPP employees to circumvent or evade U.S. sanctions laws.
- c. BNPP agrees to abide by any and all requirements of the Cease and Desist Order, dated _____, by and between the Federal Reserve

and BNPP regarding remedial measures or other required actions related to this matter.

- d. BNPP agrees to abide by any and all requirements of the Consent Order, dated _____, by and between the DFS and BNPP regarding remedial measures or other required actions related to this matter.
- e. BNPP shall truthfully and completely disclose all information, related to DANY's Investigation, with respect to the activities of BNPP and its officers, agents, affiliates, and employees concerning all matters about which DANY inquires of it, which information can be used for any purpose.
- f. BNPP shall cooperate fully with DANY, the FBI, IRS-CI, and any other government agency designated by DANY, related to DANY's Investigation.
- g. BNPP shall attend all meetings at which DANY requests its presence and use its reasonable best efforts to secure the attendance and truthful statements or testimony of any past or current officers, agents, or employees at any meeting or interview or before the grand jury or at trial or at any other court proceeding concerning DANY's Investigation.
- h. BNPP shall provide to DANY upon request any document, record, or other tangible evidence relating to matters about which DANY or any

designated law enforcement agency inquires of it related to DANY's Investigation.

- i. BNPP shall assemble, organize, and provide in a responsive and prompt fashion, and upon request, on an expedited schedule, all documents, records, information and other evidence in BNPP's possession, custody or control related to DANY's Investigation as requested by DANY, the FBI, or designated governmental agency, including collecting and maintaining all records that are potentially responsive to DANY's requests for documents located abroad so that these requests may be promptly responded to.
- j. BNPP shall provide to DANY any information and documents that come to BNPP's attention that may be relevant to DANY's Investigation, as specified by DANY, including informing DANY of witnesses who, to BNPP's knowledge, may have material information concerning this ongoing investigation.
- k. BNPP shall provide testimony or information concerning the conduct set forth in the Information and/or Factual Statement including but not limited to testimony and information necessary to identify or establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or other proceeding as requested by DANY, the FBI, or designated governmental agency. To the extent documents above are in a foreign

language, BNPP agrees it will provide, at its own expense, fair and accurate translations of any foreign language documents produced by BNPP to DANY either directly or through any Mutual Legal Assistance Treaties.

- l. Nothing in this Agreement shall be construed to require BNPP to produce any documents, records or tangible evidence that are protected by the attorney-client privilege or work product doctrine or French, Swiss or other applicable confidentiality, criminal, or data protection laws. To the extent that a United States request requires transmittal through formal government channels, BNPP agrees to use its best efforts to facilitate such a transfer and agrees not to oppose any request made in accordance with applicable law either publicly or privately.
- m. BNPP shall bring to DANY's attention all criminal conduct by BNPP or any of its employees acting within the scope of their employment related to DANY's Investigation, as to which BNPP's Board of Directors, senior management, or United States legal and compliance personnel are aware.
- n. BNPP shall bring to DANY's attention any administrative, regulatory, civil, or criminal proceeding or investigation of BNPP relating to DANY's Investigation.

- o. BNPP shall commit no crimes under the laws of the State of New York subsequent to the execution of this Agreement.

16. BNPP agrees that it shall not claim, assert, or apply for, either directly or indirectly, any tax deduction, tax credit, or any other offset with regard to any U.S. federal, state, or local tax or taxable income for any fine or forfeiture paid pursuant to this Agreement.

17. In consideration of the plea, neither BNPP nor BNP Paribas (Suisse) S.A. shall be further prosecuted criminally by DANY for the conduct described in the Factual Statement or specifically disclosed in the course of this investigation, that occurred between 2002 and 2012, to the extent that BNPP has truthfully and completely disclosed such conduct to DANY as of the date of this Agreement. Nor will DANY bring any civil or further criminal forfeiture or money laundering charges or claims against BNPP or BNP Paribas (Suisse) S.A. based on the conduct described in the Factual Statement or specifically disclosed in the course of this investigation that occurred between 2002 and 2012, to the extent that BNPP has truthfully and completely disclosed such conduct to DANY as of the date of this Agreement. DANY's prosecution of BNPP for the conduct charged in the Information will be concluded following BNPP's conviction, completion of its sentence, and satisfaction of the monetary requirements of this Agreement, consistent with the other provisions of this Agreement.

18. This Agreement does not provide any protection against prosecution except as set forth above, and applies only to BNPP and BNP Paribas (Suisse) S.A.

and not to any individuals. BNPP agrees to continue to cooperate, including in providing information documents, and witnesses as outlined above in Paragraph 15 in any proceeding of any prosecution of any individual pursuant to this investigation. In particular, this Agreement provides no immunity from prosecution to any individual and shall not restrict the ability of DANY to charge any individual for any criminal offense and seek the maximum term of imprisonment applicable to any such violation of criminal law.

19. This Agreement is binding on BNPP and DANY only, and specifically does not bind any federal agencies or any other state or local authorities.

20. BNPP hereby acknowledges that it has accepted this Agreement and decided to plead guilty because it is in fact guilty of the charged offenses. By virtue of the resolution of the Board of Directors of BNPP (attached hereto as Exhibit B), affirming that the Board of Directors has authority to enter into a plea agreement and has (a) reviewed the Information in this case, the Factual Statement, and this Agreement or has been advised of the contents thereof; (b) consulted with legal counsel in connection with the matter; (c) voted to enter into this Agreement and to admit to the attached Factual Statement; (d) voted to authorize BNPP to plead guilty to the charges specified in the Information; (e) voted to consent to the forfeiture; and (f) voted to authorize the corporate officer identified below to execute this Agreement and all other documents necessary to carry out the provisions of this Agreement, BNPP agrees that a duly authorized corporate officer for BNPP shall

appear on behalf of BNPP and enter the guilty plea and will also appear for the imposition of sentence.

21. BNPP is satisfied that its counsel has rendered effective assistance. BNPP understands that by entering into this Agreement, it surrenders certain rights as provided in this Agreement. BNPP understands that the rights of criminal defendants include the following: the right to plead not guilty and to persist in that plea; the right to a jury trial; the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

22. BNPP expressly agrees that it shall not, through its attorneys, board of directors, agents, officers or employees, (“BNPP Representative”) make any public statement contradicting the acceptance of responsibility by BNPP set forth in this Agreement or any statement of fact described in the Factual Statement. Any such public statements by BNPP, its attorneys, board of directors, agents, officers or employees, shall, subject to the cure rights of BNPP set forth below, constitute a breach of this Agreement. The decision as to whether any public statement by any BNPP Representative contradicts the acceptance of responsibility by BNPP set forth in this Agreement or a fact contained in the Factual Statement shall be in the sole discretion of DANY. Upon DANY’s notification to BNPP of a public statement by any such person that in whole or in part contradicts the acceptance of responsibility

by BNPP set forth in this Agreement or any statement of fact contained in the Factual Statement, BNPP may avoid breach of this Agreement by publicly repudiating, subject to DANY's approval, such statement within seventy-two (72) hours of notification by DANY. BNPP shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Factual Statement provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Factual Statement. This paragraph is not intended to apply to any statement made by any present or former BNPP employee, officer, director, or statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct. Subject to this paragraph, BNPP retains the ability to provide information or take legal positions in litigation or other regulatory proceedings in which the United States or DANY is not a party.

23. This Agreement shall bind BNPP, its subsidiaries, affiliated entities, assignees, and its successor corporation if any, and any other person or entity that assumes the obligations contained herein. No change in name, change in corporate or individual control, business reorganization, change in ownership, merger, change of legal status, sale or purchase of assets, divestiture of assets, or similar action shall alter defendant's obligations under this Agreement. BNPP shall not engage in any action to seek to avoid the obligations set forth in this Agreement.


Dated: New York, New York
June 30, 2014

CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

By: 

Edward Starishevsky
Assistant District Attorney


Kim Han
Assistant District Attorney


Polly Greenberg
Bureau Chief, Major Economic Crimes

AGREED AND CONSENTED TO:

The Board of Directors has authorized me to execute this Agreement on behalf of BNPP. The Board has read this Agreement, the attached criminal Information, and Factual Statement in their entirety, or has been advised of the contents thereof, and has discussed them fully in consultation with BNPP's attorneys. I am further authorized to acknowledge on behalf of BNPP that these documents fully set forth BNPP's agreement with DANY, and that no additional promises or representations have been made to BNPP by any officials of New York State in connection with the disposition of this matter, other than those set forth in these documents.



BNP Paribas S.A.

by GEORGES DIRANI

June 28, 2014
DATE

APPROVED:

We are counsel for BNPP in this case. We have fully explained to BNPP its rights with respect to the pending Information. Further, we have carefully reviewed every part of this Agreement with the defendant. To our knowledge, the defendant's decision to enter into this Agreement is an informed and voluntary one.


Karen Patton Seymour, Esq.
Sullivan & Cromwell LLP
Attorneys for BNP Paribas S.A.

June 29, 2014
DATE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

BNP PARIBAS, S.A.,

Defendant.

EXHIBIT A
FACTUAL STATEMENT

SCI No.

FACTUAL STATEMENT

The parties stipulate that the allegations in Count One of the Federal Information, the allegations in Counts One and Two of the New York State Superior Court Information, and the following facts are true and correct, and that had the matter gone to trial, the United States and New York State would have proved them beyond a reasonable doubt:

1. BNP Paribas S.A. (“BNPP”), the defendant, is the largest bank in France and one of the five largest banks in the world in terms of total assets. It has approximately 190,000 employees and more than 34 million customers around the world. BNPP’s headquarters are located in Paris, France (“BNPP Paris”), and BNPP has subsidiaries, affiliates and branches in many countries throughout the world, including branch offices in the United States headquartered in New York, New York (“BNPP New York”), and a subsidiary based in Geneva, Switzerland, incorporated as BNPP Paribas (Suisse) S.A. (“BNPP Geneva”). One of BNPP’s core businesses is its Corporate and Investment Bank (“CIB”). Among other activities, CIB provides clients with financing in the form of letters of credit and syndicated loans. A significant part of this financing occurs within a CIB business line formerly called Energy Commodities Export Project (“ECEP”) that focuses on, among other things, providing financing related to oil, petroleum gas and other commodities.

U.S. Sanctions Laws

2. Pursuant to U.S. law, financial institutions, including BNPP, are prohibited from participating in certain financial transactions involving persons, entities and countries subject to U.S. economic sanctions. The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") promulgates regulations to administer and enforce U.S. laws governing economic sanctions, including regulations for sanctions related to specific countries, as well as sanctions related to Specially Designated Nationals ("SDNs"). SDNs are individuals and companies specifically designated as having their assets blocked from the U.S. financial system by virtue of being owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under sanctions programs that are not country-specific.

Sudan Sanctions

3. In November 1997, President Clinton, invoking the authority, *inter alia*, of the International Emergency Economic Powers Act ("IEEPA"), Title 50, United States Code, Section 1701 et seq., issued Executive Order 13067, which declared a national emergency with respect to the policies and actions of the Government of Sudan, "including continued support for international terrorism; ongoing efforts to destabilize neighboring governments; and the prevalence of human rights violations, including slavery and the denial of religious freedom." Exec. Order No. 13067 (Nov. 3, 1997). Executive Order 13067 imposed trade sanctions with respect to Sudan and blocked all property, and interests in property, of the Government of Sudan in the United States or within the possession or control of U.S. persons.¹

¹ The international community also recognized the threat posed by the policies and actions of the Government of Sudan. In 2005, the United Nations Security Council recognized "the dire consequences of the prolonged conflict for the civilian population in the Darfur region as well as throughout Sudan," the "violations of human rights and

4. In October 2006, President Bush, also pursuant to IEEPA, issued Executive Order 13412, which further strengthened the sanctions against Sudan. Executive Order 13412 cited the “continuation of the threat to the national security and foreign policy of the United States created by certain policies and actions of the Government of Sudan that violate human rights, in particular with respect to the conflict in Darfur, where the Government of Sudan exercises administrative and legal authority and pervasive practical influence, and due to the threat to the national security and foreign policy of the United States posed by the pervasive role played by the Government of Sudan in the petroleum and petrochemical industries in Sudan” Exec. Order No. 13412 (Oct. 13, 2006).

5. Under Executive Orders 13067 and 13412 and related regulations promulgated by OFAC pursuant to IEEPA, it is unlawful to export goods and services from the United States, including U.S. financial services, to Sudan without a license from OFAC. Under these Executive Orders and regulations, virtually all trade and investment activities involving the U.S. financial system, including the processing of U.S. dollar transactions through the United States, were prohibited.

6. Pursuant to Title 50, United States Code, Section 1705, it is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of regulations issued pursuant to IEEPA, including the U.S. sanctions against Sudan.

7. Pursuant to New York State Penal Law section 175.10, it is a felony to Falsify Business Records, pursuant to New York State Penal Law section 175.05, when it is done with the intent to commit another crime or to aid or conceal the commission of a crime.

international humanitarian law in the Darfur region,” and the “failure of the Government of Sudan to disarm Janjaweed militiamen and apprehend and bring to justice Janjaweed leaders and their associates who have carried out human rights and international humanitarian law violations and other atrocities.” U.N. Security Council Resolution 1591 (Mar. 29, 2005).

Iran Sanctions

8. In March 1995, President Clinton, pursuant to IEEPA, issued Executive Order 12957, finding that “the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States” and “declare[d] a national emergency to deal with that threat.” United States economic sanctions against Iran were strengthened in May 1995 and August 1997 pursuant to Executive Orders 12959 and 13059. These Executive Orders and related regulations promulgated by OFAC prohibited virtually all trade and investment activities between the United States and Iran. With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Iranian sanctions generally prohibited the export of services to Iran from the United States. One such exemption, which was in effect until November 2008, permitted U.S. banks to act as an intermediary bank for U.S. dollar transactions related to Iran between two non-U.S., non-Iranian banks (the “U-Turn” exemption). The U-Turn exemption applied only to sanctions regarding Iran, and not to sanctions against Sudan, Cuba or other countries or entities.

9. Pursuant to Title 50, United States Code, Section 1705, it is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of regulations issued pursuant to IEEPA, including the U.S. sanctions against Iran.

10. Pursuant to New York State Penal Law section 175.10, it is a felony to Falsify Business Records, pursuant to New York State Penal Law section 175.05, when it is done with the intent to commit another crime or to aid or conceal the commission of a crime.

Cuba Sanctions

11. Beginning with Executive Orders issued in 1960 and 1962, which found that the actions of the Government of Cuba threatened U.S. national and hemispheric security, the United States has maintained an economic embargo against Cuba through the enactment of various laws

and regulations. Pursuant to the Trading with the Enemy Act (“TWEA”), 12 U.S.C. § 95a et seq., OFAC has promulgated a series of regulations that prohibit virtually all financial and commercial dealings with Cuba, Cuban businesses, and Cuban assets.

12. Pursuant to Title 31, Code of Federal Regulations, Section 501.701, it is a crime to willfully violate regulations issued under TWEA.

13. Pursuant to New York State Penal Law section 175.10, it is a felony to Falsify Business Records, pursuant to New York State Penal Law section 175.05, when it is done with the intent to commit another crime or to aid or conceal the commission of a crime.

Overview of the Conspiracy

14. From at least 2004 up through and including 2012, BNPP, the defendant, conspired with banks and other entities located in or controlled by countries subject to U.S. sanctions, including Sudan, Iran and Cuba (“Sanctioned Entities”), other financial institutions located in countries not subject to U.S. sanctions, and others known and unknown, to knowingly, intentionally and willfully move at least \$8,833,600,000 through the U.S. financial system on behalf of Sanctioned Entities in violation of U.S. sanctions laws, including transactions totaling at least \$4.3 billion that involved SDNs.

15. In carrying out these illicit transactions, BNPP’s agents and employees were acting within the scope of their duties which were intended, at least in part, to benefit BNPP.

Means and Methods of the Conspiracy

16. Among the means and methods by which BNPP and its co-conspirators carried out the conspiracy were the following:

a. BNPP intentionally used a non-transparent method of payment messages, known as cover payments, to conceal the involvement of Sanctioned Entities in U.S. dollar

transactions processed through BNPP New York and other financial institutions in the United States.

b. BNPP worked with other financial institutions to structure payments in highly complicated ways, with no legitimate business purpose, to conceal the involvement of Sanctioned Entities in order to prevent the illicit transactions from being blocked when transmitted through the United States.

c. BNPP instructed other co-conspirator financial institutions not to mention the names of Sanctioned Entities in U.S. dollar payment messages sent to BNPP New York and other financial institutions in the United States.

d. BNPP followed instructions from co-conspirator Sanctioned Entities not to mention their names in U.S. dollar payment messages sent to BNPP New York and other financial institutions in the United States.

e. BNPP removed information identifying Sanctioned Entities from U.S. dollar payment messages in order to conceal the involvement of Sanctioned Entities from BNPP New York and other financial institutions in the United States.

Violations of the Sudanese Sanctions

Overview

17. From 2002 up through and including 2007, BNPP, predominantly through its Swiss-based subsidiary, BNPP Geneva, conspired with numerous Sudanese banks and entities as well as financial institutions outside of Sudan to violate the U.S. embargo by providing Sudanese banks and entities access to the U.S. financial system. During the course of its illicit conduct, BNPP processed thousands of U.S. dollar denominated financial transactions with Sanctioned Entities, with a total value well in excess of \$6 billion, including transactions involving 18 Sudanese SDNs, six of which were BNPP clients. The Sudanese SDN transactions processed by

BNPP had a value of approximately \$4 billion, and the vast majority of these SDN transactions involved a financial institution owned by the Government of Sudan (“Sudanese Government Bank 1”), despite the Government of Sudan’s role in supporting international terrorism and committing human rights abuses during this time period.

18. BNPP carried out transactions with Sanctioned Entities and evaded the U.S. embargo through several means. One such method, which enabled BNPP to manage or finance billions of dollars’ worth of U.S. dollar denominated letters of credit for Sudanese entities, involved deliberately modifying and omitting references to Sudan in the payment messages accompanying these transactions to prevent the transactions from being blocked when they entered the United States. Another method, described more fully below, entailed moving illicit transactions through unaffiliated “satellite banks” in a way that enabled BNPP to disguise the involvement of Sanctioned Entities in U.S. dollar transactions. As a result of BNPP’s conduct, the Government of Sudan and numerous banks connected to the Government of Sudan, including SDNs, were able to access the U.S. financial system and engage in billions of dollars’ worth of U.S. dollar-based financial transactions, significantly undermining the U.S. embargo.

BNPP’s Critical Role in the Sudanese Economy and in Providing Sudan Access to the U.S. Financial System

19. In 1997, shortly after the imposition of U.S. sanctions against Sudan, BNPP Geneva agreed to become the sole correspondent bank in Europe for Sudanese Government Bank 1, which, as noted above, was designated by OFAC as an SDN. Sudanese Government Bank 1 then directed all major commercial banks located in Sudan to use BNPP Geneva as their primary correspondent bank in Europe. As a result, all or nearly all major Sudanese banks had U.S. dollar accounts with BNPP Geneva. In addition to processing U.S. dollar transactions, in 2000, BNPP Geneva also developed a business in letters of credit for the Sudanese banks. Due

to its role in financing Sudan's export of oil, BNPP Geneva took on a central role in Sudan's foreign commerce market. By 2006, letters of credit managed by BNPP Geneva represented approximately a quarter of all exports and a fifth of all imports for Sudan. Over 90% of these letters of credit were denominated in U.S. dollars. In addition, the deposits of Sudanese Government Bank 1 at BNPP Geneva represented about 50% of Sudan's foreign currency assets during this time period.

20. BNPP's central role in providing Sudanese financial institutions access to the U.S. financial system, despite the Government of Sudan's role in supporting terrorism and committing human rights abuses, was recognized by BNPP employees. For example, in 2004, a manager at BNPP Geneva described in an email the political environment in Sudan as "dominated by the Darfur crisis" and called it a "humanitarian catastrophe." In April 2006, a senior BNPP Paris compliance officer stated in a memorandum that "[t]he growth of revenue from oil is unlikely to help end the conflict [in Darfur], and it is probable that Sudan will remain torn up by insurrections and resulting repressive measures for a long time." In March 2007, another senior BNPP Paris compliance officer reminded other high-level BNPP compliance and legal employees that certain Sudanese banks with which BNPP dealt "play a pivotal part in the support of the Sudanese government which . . . has hosted Osama Bin Laden and refuses the United Nations intervention in Darfur." A few months later, in May 2007, a BNPP Paris executive with responsibilities for compliance across all BNPP branches warned in a memorandum that: "In a context where the International Community puts pressure to bring an end to the dramatic situation in Darfur, no one would understand why BNP Paribas persists [in Sudan] which could be interpreted as supporting the leaders in place."

BNPP's Methods of Evading U.S. Sanctions Against Sudan

21. Financial institutions in the United States that process U.S. dollar transactions from overseas, including BNPP New York, utilize sophisticated filters designed to identify and block any transactions involving Sanctioned Entities. The filters generally work by screening wire transfer messages for any reference to (a) countries under U.S. embargo such as Sudan, Iran and Cuba; (b) all entities and individuals identified by OFAC as SDNs; and (c) any words or numbers in wire messages that would indicate that the transaction being processed through the United States involved Sanctioned Entities.

22. In order to avoid having transactions identified and blocked by filters at banks in the United States, beginning at least as early as 2002 and continuing through 2007, BNPP agreed with Sanctioned Entities in Sudan not to mention their names in U.S. dollar transactions processed through the United States. For example, when conducting U.S. dollar business with BNPP, the Sanctioned Entities frequently instructed BNPP not to mention the names of the Sanctioned Entities in wire transfer messages, which BNPP then agreed to do. In many instances, the instructions specifically referenced the U.S. embargo. For example: “due to the US embargo on Sudan, please [debit our U.S. dollar account] without mentioning our name in your payment order” and “transfer the sum of USD 900,000 . . . without mentioning our name – repeat without mentioning our name under swift confirmation to US.” Such payment messages frequently bore stamps from BNPP employees stating: “ATTENTION: US EMBARGO.” At times, BNPP front office employees directed BNPP back office employees processing transactions with Sudanese Sanctioned Entities to omit any reference to Sudan: “! Payment in \$ to [French Bank 1] without mentioning Sudan to N.Y. !!!” Indeed, until 2004, BNPP’s internally published policy for processing U.S. dollar payments involving Sudan stated: “Do not list in any

case the name of Sudanese entities on messages transmitted to American banks or to foreign banks installed in the U.S.”

23. In addition to omitting references to Sudan in U.S. dollar payment messages, another method used by BNPP Geneva to evade the U.S. embargo against Sudan involved, as noted above, the use of unaffiliated, non-Sudanese, non-U.S. banks (referred to internally at BNPP Geneva as “satellite banks”) to help disguise the true nature of transactions with sanctioned Sudanese banks. BNPP Geneva began its relationship with many of these satellite banks shortly after the imposition of U.S. sanctions against Sudan in 1997, and the vast majority of the satellite banks’ business with BNPP Geneva involved facilitating U.S. dollar payments for sanctioned Sudanese banks.

24. Specifically, BNPP Geneva utilized the satellite banks in a two-step process designed to enable BNPP Geneva’s Sudanese clients to evade U.S. sanctions. In the first step, a Sudanese bank seeking to move U.S. dollars out of Sudan transferred funds internally within BNPP Geneva to a BNPP Geneva account specifically maintained by a satellite bank to facilitate U.S. dollar transfers from Sudan. In the second step, the satellite bank transferred the money to the Sudanese bank’s intended beneficiary through a U.S. bank without reference to the Sudanese bank. As a result, to the U.S. bank, it appeared that the transaction was coming from the satellite bank rather than a Sudanese bank. A similar process enabled sanctioned Sudanese banks to receive U.S. dollars without being detected: the originator of the transaction sent a wire transfer through the United States to the satellite bank’s account at BNPP Geneva without reference to Sudan, and the satellite bank then transferred the money to the Sudanese bank via internal transfer at BNPP Geneva. Moreover, in order to further disguise the true nature of the satellite bank transactions, employees at BNPP Geneva frequently worked with the satellite banks to wait

between one and two days after the internal transfer before making a dollar-for-dollar, transaction-by-transaction clear of funds through the United States, artificially delinking the U.S. transfer of funds from the prior transfer involving the satellite banks so that financial institutions in the United States and U.S. authorities would be unable to link the payments to the involved Sanctioned Entity. In fact, BNPP employees internally proposed getting the satellite banks “accustom[ed] . . . to spacing out the gap between covers they execute with their U.S. correspondents to the extent possible.” Ultimately, BNPP Geneva successfully used the satellite bank structure – which had no business purpose other than to help BNPP’s Sudanese clients evade the U.S. embargo – to process thousands of U.S. dollar transactions, worth billions of dollars in total, for Sudanese Sanctioned Entities without having the transactions identified and blocked in the United States.

25. The use of satellite banks to facilitate U.S. dollar transactions with Sudanese Sanctioned Entities was widely known within BNPP Geneva. For example, in a 2004 email to a BNPP Geneva employee, a satellite bank requested “to open an account at BNP Paribas Genév[a] to be used mainly for the USD Transfers to and from Sudanese Banks.” This e-mail was forwarded to another BNPP Geneva employee who recommended opening the account, as “the opening of this account fits in the framework of our activity in Sudan.” Referencing this exchange, another BNPP Geneva employee commented that: “we have advised [this satellite bank] for a long time to open a VOSTRO account to facilitate the transactions which this institution has with countries with which we are also active.”

26. BNPP’s compliance personnel were also aware of BNPP’s use of satellite banks to process transactions with Sanctioned Entities. For example, a 2005 compliance report described the scheme as follows:

The main activity of certain BNPP customers is to domicile cash flows in USD on our books on behalf of Sudanese banks. These arrangements were put in place in the context of the U.S. embargo against Sudan. . . . The accounts of these banks were therefore opened with the aim of “facilitating transfers of funds in USD for Sudanese banks.” This comment was made on the account opening application forms of these banks. The funds in question were then transferred, on the same day, or at the latest D+1 or 2 by the [satellite banks] to [U.S. correspondent banks].

Involvement of Senior Officials at BNPP Geneva and BNPP Paris

27. BNPP Geneva’s methods of evading U.S. sanctions against Sudan – including the omission of references to Sudan from wire messages involving Sanctioned Entities and the use of satellite banks to process transactions for sanctioned Sudanese banks – were known to and condoned by senior compliance and business managers at both BNPP Geneva and BNPP Paris. As early as 2003, for example, after a visit to Geneva, a senior BNPP Paris compliance officer conveyed to BNPP CIB executives in Paris that BNPP Geneva was routinely employing a cover payment method that omitted the names of Sanctioned Entities from U.S. dollar payment messages to prevent the transactions from being discovered in the United States. The senior compliance officer observed that “in practice, in all kinds of ways, the headers of messages seem to have been amended in Geneva.” In fact, an analysis of the payment messages during the relevant time period shows that BNPP Geneva processed payments involving Sanctioned Entities differently than those involving non-sanctioned entities in order to hide the Sanctioned Entity’s identity.

28. In 2004, the Federal Reserve Bank of New York (“FRB-NY”) and the New York State Banking Department (now known as the New York State Department of Financial Services) (“DFS”) identified systemic failures in BNPP’s compliance with the Bank Secrecy Act, and specifically highlighted deficiencies in BNPP New York’s monitoring of transactions with overseas clients, including the processing of U.S. dollar transactions for overseas clients. In

response to the regulatory inquiries, in September 2004, BNPP agreed to enter into a Memorandum of Understanding (the “MOU”) with the FRB-NY and DFS that required, among other things, that BNPP New York improve its systems for compliance with U.S. bank secrecy and sanctions laws.

29. Shortly after BNPP entered into the MOU, two senior BNPP Paris executives and BNPP Geneva executives met in Geneva to discuss how “embargoes against sensitive countries (Sudan, Libya, Syria . . .)” affected BNPP’s business and operational issues with respect to sensitive countries. At that meeting, the executives decided to switch to an unaffiliated bank in the United States (“U.S. Bank 1”) to process payments for countries subject to U.S. sanctions. Following that meeting, BNPP Geneva employees were instructed to have U.S. dollar payments involving Sanctioned Entities cleared through U.S. Bank 1 instead of BNPP New York.

30. The decision to switch dollar clearing involving Sanctioned Entities to U.S. Bank 1 was at least in part an attempt to decrease BNPP New York’s exposure to enforcement actions by U.S. authorities, as indicated in meeting minutes outlining the new policy for U.S. dollar payments involving sanctioned countries: “the cover payments are to be executed via [U.S. Bank 1], such following problems BNP NY encountered with the U.S. authorities.” In implementing the switch to U.S. Bank 1, BNPP relied on incorrect advice that outside counsel (“U.S. Law Firm 1”) provided, which suggested that BNPP may have been able to protect itself from being penalized by U.S. authorities if it conducted these prohibited transactions through another U.S. bank. This was memorialized in a legal memorandum in October 2004. From 2004 through 2007, the vast majority of BNPP Geneva’s transactions involving Sudanese Sanctioned Entities were cleared through U.S. Bank 1 using a payment method that concealed from U.S. Bank 1 the involvement of Sanctioned Entities in the transactions. Thus, as evidenced in a January 2006

email, “the problem” of clearing U.S. dollar transactions involving Sanctioned Entities was “in some ways shifted onto [U.S. Bank 1] Switzerland, which has the advantage of being a U.S. Bank.”

31. In the months and years that followed the decision to use U.S. Bank 1 as BNPP Geneva’s principal means for clearing U.S. dollar transactions with Sanctioned Entities, senior BNPP compliance and legal personnel repeatedly recognized BNPP’s role in circumventing U.S. sanctions against Sudan, and yet allowed these transactions to continue in part because of their importance to BNPP’s business relationships and “goodwill” in Sudan. In July 2005, for example, a BNPP Geneva employee noted how high-level business managers at BNPP were aware of and supported the transactions involving Sudan: “the general management of CIB has encouraged us to follow this [the satellite bank] model The working of this whole mechanism is coordinated with CIB/ECEP Compliance. . . . I consider it most advisable to maintain these accounts which support our vision and our position regarding our goodwill in the Sudan.” In late 2005, a Paris compliance officer drafted a memo that highlighted BNPP Geneva’s business with Sudan: “It seemed necessary to us to harmonize the practices and circuits of Geneva and Paris, particularly given [BNPP Geneva’s] exposure to embargoes, in particular due to:

- The privileged and historical relationship maintained with institutions in countries under total US trade embargo (Sudan).
- The practices for circumventing embargoes of some groups, in particular US groups.”

With respect to the U.S. embargo of Sudan, the Paris compliance officer concluded that “Client managers have, however, been made aware of the embargoes and are supposed to turn to Compliance when they have a problem of interpretation.”

32. On certain occasions, senior compliance and legal personnel expressed concerns about BNPP’s continued business with Sudanese Sanctioned Entities, but were rebuffed. In August 2005, for example, a senior compliance officer at BNPP Geneva expressed concern about the use of satellite banks and emphasized the unusual nature of these operations given the fact that BNPP Geneva was not typically in the business of providing correspondent banking services. In an email sent to legal, business and compliance personnel at BNPP Geneva, the senior compliance officer warned: “As I understand it, we have a number of Arab Banks (nine identified) on our books that only carry out clearing transactions for Sudanese banks in dollars. . . . This practice effectively means that we are circumventing the US embargo on transactions in USD by Sudan.” In response to another e-mail voicing the same concern, a high-level Geneva employee explained that these transactions had the “full support” of management at BNPP Paris:

I see that certain questions are coming back to the surface on the way in which we are processing these transactions. I remember when you . . . made me meet the Minister of Finance of Sudan and the President of the [Sudanese Government Bank 1], it had been specified that all business activity – meaning in passing – the Minister and the President had shown themselves to be very satisfied – and it had received the full support of our General Management in Paris.

33. In September 2005, senior compliance officers at BNPP Geneva arranged a meeting of BNPP executives “to express, to the highest level of the bank, the reservations of the Swiss Compliance office concerning the transactions executed with and for Sudanese customers.” The meeting was attended by several senior BNPP Paris and Geneva executives. At

the meeting, a senior BNPP Paris executive dismissed the concerns of the compliance officials and requested that no minutes of the meeting be taken.

BNPP's Knowledge of Its Illicit Conduct

34. In interviews with outside counsel for BNPP, several BNPP employees who were involved in or had knowledge of BNPP's business with Sudan claimed that they did not believe that U.S. sanctions laws applied or could be applied to foreign banks, particularly if transactions involving Sanctioned Entities were processed through an unaffiliated U.S. bank, as opposed to BNPP New York. This view of the reach of U.S. sanctions, while incorrect, was supported in part by a legal memorandum from U.S. Law Firm 1 received by BNPP in October 2004 regarding the general applicability of U.S. sanctions (the "2004 Legal Opinion"). The 2004 Legal Opinion made it clear that U.S. sanctions laws did, in fact, apply to all U.S. dollar transactions cleared in the United States, including those initiated by foreign banks. However, the opinion also suggested that U.S. authorities might not be able to penalize BNPP itself for participating in prohibited transactions if no U.S. branch of BNPP was involved. Specifically, the opinion stated that "transactions between non-U.S. parties cleared by U.S. banking institutions (including BNPP's New York branch) are subject to the provisions in OFAC's sanctions regimes against Cuba, Iran, Syria and Sudan, and to penalties for any violations of these regulations." However, "[i]f a non-U.S. BNPP entity were to initiate a U.S. dollar payment to a payee domiciled in Cuba, Sudan or Iran through a U.S. bank not affiliated with BNPP, U.S. sanctions should not apply to BNPP (assuming no involvement by any U.S. person of BNPP), but U.S. sanctions would call for the payment to be frozen or blocked by the U.S. bank." Senior legal and business officials at BNPP have claimed that, pursuant to this legal opinion, they believed that BNPP would not face penalties under U.S. sanctions laws so long as transactions

with Sanctioned Entities cleared through U.S. Bank 1 or another unaffiliated bank, and not through BNPP New York.

35. However, to the extent that BNPP employees relied on this 2004 legal opinion to justify BNPP's conduct regarding Sudan, by the summer of 2006, it became clear that BNPP could not, in fact, escape the reach of U.S. sanctions simply by having transactions cleared through an unaffiliated U.S. bank. In May 2006, BNPP received an additional legal opinion from a U.S. law firm ("U.S. Law Firm 2"), which specifically warned BNPP that if the bank were to omit relevant identifying information in U.S. dollar payments sent to the United States, with the objective of avoiding U.S. economic sanctions, BNPP could be subjecting itself to various U.S. criminal laws. In March and June 2006, BNPP received two additional legal opinions from U.S. Law Firm 1, which informed BNPP that (a) U.S. sanctions could apply to BNPP even when the transactions were processed by U.S. Bank 1 instead of BNPP New York, and (b) U.S. authorities had become especially sensitive to the use of "cover payments" by foreign banks that omitted underlying descriptive details about the nature of transactions, and advised BNPP to "ensure that they have adequate procedures in place to guard against any abuses of cover payment messages that could cause their U.S. operations to engage in prohibited transactions under U.S. sanctions." In July 2006, BNPP issued a policy across all its subsidiaries and branches that acknowledged the applicability of U.S. sanctions to non-U.S. banks. The policy stated that "if a transaction is denominated in USD, financial institutions outside the United States must take American sanctions into account when processing their transactions."

36. Accordingly, by July 2006 at the latest, it was clear that BNPP could no longer justify its transactions with Sanctioned Entities based upon an incorrect assertion that U.S. sanctions law did not apply to banks located outside the United States. Nevertheless, BNPP

continued to willfully process thousands of transactions with Sanctioned Entities through the United States for nearly another year, with a total value in excess of \$6 billion – while taking steps to hide the true nature of these transactions from both BNPP New York and other U.S. correspondent banks.

37. BNPP continued to process transactions involving Sudanese Sanctioned Entities – despite being well aware that its conduct violated U.S. law – because the business was profitable and because BNPP Geneva did not want to risk its longstanding relationships with Sudanese clients. For example, in a July 2006 Credit Committee Meeting of BNPP’s general management, despite expressing a concern about BNPP’s role in processing U.S. dollar transactions with Sudanese Sanctioned Entities BNPP’s senior compliance personnel signed off on the continuation of the transactions. An email summarizing that meeting explained that “[t]he relationship with this body of counterparties is a historical one and the commercial stakes are significant. For these reasons, Compliance does not want to stand in the way of maintaining this activity for ECEP and [BNPP Geneva] Compliance has also issued the following recommendations: . . . Strictly respect the U.S. embargo, the protection of ‘US. citizens’ and the E.U. embargo. Do not tolerate any favor or arrangement within these rules.” Compliance’s recommendations were not followed.

38. In November 2006, three BNPP Geneva employees drafted a memorandum that explained: “the ‘clearing’ activity of USD correspondents . . . is of real significance in relation to our activity in Sudan. . . . The fundamental importance of these [satellite bank] accounts lies in the fact that they allow us to receive incoming funds from Sudanese banks as cover for their commercial transactions on our books Moreover . . . we maintain commercial relations with these [satellite] banks which offer significant commercial potential, not only in connection

with Sudan.” In February 2007, a senior BNPP Paris compliance officer specifically recognized the significance of the Sudanese business for BNPP Geneva:

For many years, the Sudan has traditionally generated a major source of business for BNPP Geneva including transactions such as investment held on deposit. The existence of a dedicated desk for this region, GC8, for which the Sudan is one of the largest customers, relationships developed with directors of Sudanese financial institutions and traditional practices have over the years led to a major source of income, which is now recurring income.

39. At the same time that compliance and business personnel within BNPP were emphasizing the importance of the Sudanese business to BNPP Geneva’s operations, certain senior compliance officers at BNPP Paris made appeals to BNPP Geneva to discontinue the U.S. dollar business with Sudan. In February 2007, for example, a senior BNPP Paris compliance officer told business managers at BNPP Geneva that U.S. dollar transactions cleared through unaffiliated U.S. banks could be viewed as a “serious breach.” Similarly a BNPP Geneva compliance officer wrote to BNPP Paris and BNPP Geneva executives that the use of U.S. Bank 1 to process transactions with Sanctioned Entities could be interpreted as a “grave violation.” Despite these warnings, the transactions continued.

40. In May 2007, senior officials at OFAC met with executives at BNPP New York and expressed concern that BNPP Geneva was conducting U.S. dollar business with Sudan in violation of U.S. sanctions. Shortly after this meeting, OFAC requested that BNPP conduct an internal investigation into transactions with Sudan initiated by BNPP Geneva that may have violated U.S. sanctions, and asked that BNPP report its findings to OFAC. It was not until this intervention by OFAC that BNPP made the decision, in June 2007, to stop its U.S. dollar business with Sudan.

41. BNPP’s willingness to engage in U.S. dollar transactions involving Sudan significantly undermined the U.S. embargo and provided the Sudanese government and

Sudanese banks with access to the U.S. financial system that they otherwise would not have had. Even after July 2006, when it became clear to BNPP that its U.S. dollar transactions with Sudanese Sanctioned Entities were illegal, and that U.S. law did in fact apply to BNPP's conduct, BNPP continued to process U.S. dollar transactions with Sudanese Sanctioned Entities for nearly another year. Only after OFAC launched an inquiry into the Sudanese transactions in the spring of 2007 did BNPP cease this activity. From July 2006 until BNPP ended its Sudanese business in June 2007, BNPP knowingly, intentionally and willfully processed a total of approximately \$6.4 billion in illicit U.S. dollar transactions involving Sudan.

Violations of the Iranian Sanctions

42. From 2006 to 2012, BNPP Paris processed payments on behalf of a client ("Iranian Controlled Company 1") in connection with three letters of credit that facilitated the provision of liquefied petroleum gas ("LPG") to an entity in Iraq.

43. While Iranian Controlled Company 1 was registered as a corporation in Dubai, it was controlled by an Iranian energy group based in Tehran, Iran ("Iranian Energy Group 1"). BNPP's "know your customer" ("KYC") documentation on Iranian Controlled Company 1 showed that it was 100% owned by Iranian Energy Group 1. BNPP's documentation also showed that Iranian Energy Group 1, and in turn Iranian Controlled Company 1, was 100% owned by an Iranian citizen.

44. The transactions involving Iranian Controlled Company 1 began in approximately December 2006, at a time when the U-Turn Exemption permitted certain transactions involving Iranian entities so long as those transactions were between two non-U.S., non-Iranian banks. BNPP's transactions involving Iranian Controlled Company 1 initially complied with the U-Turn Exemption. BNPP issued its "Revised Group Policy on Iran" on September 24, 2007, and OFAC revoked the U-Turn Exemption in November 2008. Despite this new bank policy and the

revocation, BNPP continued to process U.S. dollar transactions involving Iranian Controlled Company 1 through November 2012.

45. In early 2010, the New York County District Attorney's Office and the U.S. Department of Justice jointly approached BNPP regarding its involvement in transactions with sanctioned entities. Despite agreeing to commence an internal investigation into its compliance with U.S. sanctions and cooperate fully with U.S. and New York authorities, BNPP continued to process these transactions on behalf of Iranian Controlled Company 1.

46. Prior to December 2011, BNPP employees who were involved in the transactions may not have been fully aware of the extent to which Iranian Controlled Company 1 was controlled by, and effectively a front for, an Iranian entity. In December 2011, however, a U.K. Bank ("U.K. Bank 1") blocked a payment involving Iranian Controlled Company 1 and informed BNPP that it would no longer do business with Iranian Controlled Company 1 because of its ties to Iran – thus putting BNPP on notice, to the extent that it was not before, that transactions with Iranian Controlled Company 1 were impermissible. Moreover, in January 2012, a U.S. branch of a German bank ("German Bank 1") rejected a payment made by BNPP on Iranian Controlled Company 1's behalf because German Bank 1's research showed that Iranian Controlled Company 1 was "controlled from Iran." And in June 2012, a BNPP Paris compliance officer noted that Iranian Controlled Company 1 was sending payments from its account at BNPP Paris to its account at an Indian bank ("Indian Bank 1") with "known links to Iran." Nevertheless, despite these warnings – and despite claiming to be cooperating fully with the Government's investigation into sanctions violations – BNPP continued to process U.S. dollar transactions for Iranian Controlled Company 1 until November 2012.

47. From December 2011, when U.K. Bank 1 blocked the payment involving Iranian Controlled Company 1 and in doing so put BNPP on notice of the impermissibility of the transactions, through November 2012, when the transactions ended, BNPP knowingly, intentionally and willfully processed a total of approximately \$586.1 million in transactions with Iranian Controlled Company 1, in violation of U.S. sanctions against Iran.

48. In addition to the transactions with Iranian Controlled Company 1, in 2009, BNPP knowingly, intentionally and willfully processed approximately \$100.5 million in U.S. dollar payments involving an Iranian oil company following the revocation of the U-Turn Exemption, in violation of U.S. sanctions. The payments were in connection with six letters of credit issued by BNPP that financed Iranian petroleum and oil exports – and the payments were made even after compliance personnel at BNPP Paris alerted ECEP employees that the U.S. dollar payments associated with these letters of credit “are no longer allowed by American authorities.”

Violations of the Cuban Sanctions

Overview

49. From at least 2000 up through and including 2010, BNPP, through its Paris headquarters, conspired with numerous Cuban banks and entities as well as financial institutions outside of Cuba to provide U.S. dollar financing to Cuban entities in violation of the U.S. embargo against Cuba. During the course of its illicit conduct, BNPP processed thousands of U.S. dollar denominated financial transactions with Sanctioned Entities located in Cuba, with a total value in excess of \$1.747 billion, including transactions involving a Cuban SDN with a value in excess of \$300 million.

50. BNPP carried out transactions with Cuban Sanctioned Entities and evaded the U.S. embargo principally through BNPP’s participation in several U.S. dollar-denominated credit facilities designed to provide financing to various Cuban entities (the “Cuban Credit Facilities”).

Similar to BNPP's means of circumventing the U.S. embargo against Sudan, BNPP employees directed that transactions involving Cuba omit references to Cuba in payment messages to prevent the transactions from being blocked when they entered the United States. On the occasions when payments were identified and blocked when they entered the United States, BNPP at times stripped them of any mention of Cuba and then resubmitted the payments through an unaffiliated U.S. bank without that bank's knowledge of the resubmittal. BNPP also employed a complicated "fronting" structure to disguise from U.S. banks the true nature of the transactions with Cuban parties, similar in some respects to BNPP's use of satellite banks to disguise the true nature of transactions with BNPP Geneva's Sudanese clients.

51. BNPP's efforts to evade the U.S. embargo against Cuba continued long after the illicit nature of the transactions was made clear to numerous compliance, legal and business personnel at BNPP Paris. Indeed, high-level business managers at BNPP Paris overruled explicit concerns from compliance personnel in order to allow the Cuban business to continue, valuing the bank's profits and business relationships over adherence to U.S. law.

BNPP's Methods of Evading U.S. Sanctions Against Cuba

52. Beginning at least as early as 2000 and continuing through 2010, BNPP participated in eight Cuban Credit Facilities that involved U.S. dollar clearing and that were not licensed by OFAC. The Cuban Credit Facilities were managed out of BNPP Paris, and each facility processed hundreds (and in some cases thousands) of U.S. dollar transactions in violation of U.S. sanctions. The purpose of the credit facilities was to provide financing for Cuban entities and for businesses seeking to do U.S. dollar business with Cuban entities. One such facility, for example, involved U.S. dollar loans to a Dutch company to finance the purchase of crude oil products destined to be refined in and sold to Cuba. Another credit facility involved U.S. dollar

loans for one of Cuba's largest state-owned commercial companies ("Cuban Corporation 1"), which was designated by OFAC as an SDN.

53. The Cuban Credit Facilities were structured in highly complicated ways in order to conceal the involvement of the Cuban parties. In a April 2000 credit application for one of the Cuban Credit Facilities, for example, two BNPP Paris employees acknowledged the "[l]egal risk linked to the American embargo" and explained that the risk had been "resolved" through the use of a "fronting" structure that layered the U.S. dollar transactions using accounts at a different French bank ("French Bank 1") and concealed the involvement of Cuban entities. In a similar structure used for another Cuban Credit Facility, payments from a Cuban entity to BNPP Paris were not made directly but instead passed through several layers or steps. First, the payment from the Cuban entity would be made from its account at French Bank 1 to a BNPP Paris bank account at French Bank 1. As a book-to-book transfer – *i.e.*, a transfer from one account to another within the same financial institution – no U.S. dollar clearing would occur. Second, BNPP Paris would transfer the money from its account at French Bank 1 to a transit account held at BNPP Paris itself. This bank-to-bank transfer would result in U.S. dollar clearing, with the payment typically being transferred through BNPP NY or on occasion by U.S. Bank 1. In order to prevent BNPP NY's OFAC filters from blocking the transactions, BNPP Paris would make no mention of Cuba or the Cuban entities involved. Third, BNPP Paris would conduct a book-to-book transfer from its own BNPP Paris account to an account held by the Cuban entity at BNPP Paris. Although BNPP Paris would list its own transit account as the beneficiary of the transaction passing through the United States, most of these payments bypassed the transit account and were credited directly to the Cuban entity's account at BNPP Paris. In interviews with the Government, ECEP employees at BNPP Paris acknowledged that this complex structure

of payment transfers had no business purpose other than to conceal the connection to Cuba in the payments processed through the United States.

54. For these fronting structures to work as intended – *i.e.*, to ensure that U.S. authorities and U.S.-based banks, including BNPP New York, did not learn of the Cuban involvement in the transactions – it was essential that the wire transfer messages that were transmitted through New York did not contain any reference to Cuba or a Cuban entity. Accordingly, BNPP agreed with Sanctioned Entities in Cuba, and with other banks involved in the credit facilities, not to mention the Sanctioned Entities’ names in U.S. dollar transactions processed through the United States. Indeed, BNPP gave Cuban clients and other participants in the credit facilities careful instructions as to how to tailor payment messages to evade the U.S. embargo. For example, in January 2006, an ECEP employee at BNPP Paris wrote to two other ECEP employees in relation to one of the Cuban Credit Facilities: “I think we need to point out to [French Bank 1] that they should not mention CUBA in their transfer order.” One of the ECEP employees responded: “[French Bank 1] knows very well that Cuba or any other Cuban theme must not be mentioned in the transfer orders and I reminded them about this over the phone this morning.” The first ECEP employee then responded: “Even if [French Bank 1] ‘knows very well,’ I prefer for us to write this down each time we ask for a transfer concerning our Cuban transactions.” Similarly, in an email exchange in 2007, a BNPP Paris employee counseled an employee of a Cuban Sanctioned Entity not to mention the name of a Cuban bank on a payment message, or else “these[] funds risk to be stopped by United State[s] further to the embargo.” In response, the employee of the Cuban Sanctioned Entity stated that the entity would cancel the already-prepared wire instruction, and instead would execute the transaction “following your instructions.”

55. Despite BNPP's careful instructions as to how to tailor wire transfer messages without mentioning Cuba, in February 2006, three payments involving Cuban Credit Facility 1 were identified and blocked by banks in the United States because back office employees had inadvertently made reference to Cuban entities in the wire transfer messages. Two of the payments were blocked by BNPP New York and one was blocked by U.S. Bank 1.

56. BNPP's handling of these blocked payments was indicative of the bank's cavalier – and criminal – approach to compliance with U.S. sanctions laws and regulations. Rather than use the blocking of these payments as an impetus to come into compliance with U.S. sanctions, BNPP decided to strip the wire messages of references to Cuban entities and resubmit them as a lump sum through U.S. Bank 1, in order to conceal from U.S. Bank 1 not only the Cuban involvement in the transactions, but also the fact that the resubmitted payment was comprised of a payment U.S. Bank 1 had already blocked. BNPP took these steps out of fear that if OFAC learned of the blocked payments, BNPP's entire history with the Cuban Credit Facilities could have been exposed and could have resulted in BNPP facing sanctions by U.S. authorities.

57. Shortly after the payments were blocked but before they were resubmitted, in early March 2006, a senior attorney at BNPP Paris (the "Senior BNPP Paris Attorney") reached out to U.S. Law Firm 1 for advice on the blocked payments and explained: "My concern comes from the fact that we cannot rule out that we would have to explain to OFAC that this is part of a long standing facility with Cuban entities. Could that trigger a retroactive investigation of all prior payments so that OFAC would check that all payments cleared through the US dollar system relate to licensed transactions?" On March 6, 2006, U.S. Law Firm 1 responded with a memorandum that not only indicated that the transactions violated U.S. sanctions – regardless of whether they had been processed by BNPP New York or U.S. Bank 1 – but also stated: "The

risk of serious regulatory sanction . . . is such that BNP Paribas should consider discontinuing participation in any such U.S. dollar facility.” An attorney at BNPP Paris who reported to the Senior BNPP Paris Attorney (the “Junior BNPP Paris Attorney”) forwarded this memorandum to a compliance officer at CIB, only to be reprimanded by the Senior BNPP Paris Attorney, who insisted that “[i]t was a draft memo and should not have been distributed to just anyone. We now no longer have control over its status. Do not do anything more on this file without talking to me about it.” The Junior BNPP Paris Attorney responded that the compliance officer would “delete the e-mail.” The Senior BNPP Paris Attorney then wrote to U.S. Law Firm 1 and instructed it to “please suspend any further work on this file.”

58. Almost immediately after the three blocked payments were stripped and resubmitted, BNPP decided to process the U.S. dollar transactions for this facility through U.S. Bank 1, instead of BNPP New York. A compliance officer at BNPP Paris, referring to the blocked transactions, explained in an internal email that “[t]o prevent this problem, and as a lesser evil, CIB Compliance advocates standardizing all this clearing to a bank other than BNPP NY (U.S. Bank 1, in this case).” BNPP Paris ultimately directed 188 payments for this facility, totaling approximately \$37 million, to U.S. Bank 1 as its U.S. dollar clearer, without informing U.S. Bank 1 that the transactions involved Cuban Sanctioned Entities. BNPP made the same decision to process transactions through U.S. Bank 1 for several other U.S. dollar denominated Cuban Credit Facilities.

BNPP’s Knowledge of Its Illicit Conduct

59. In the same way that BNPP employees involved in the transactions with Sudanese Sanctioned Entities claimed that they did not believe that U.S. sanctions laws applied or could be applied to foreign banks, several BNPP employees who were involved in or had knowledge of the Cuban Credit Facilities claimed in interviews with the Government and with outside counsel

for BNPP that they did not appreciate that U.S. sanctions law applied to transactions run out of BNPP Paris. Several of these employees further stated that, in their view, the instructions to omit references to Cuban entities from wire transfer messages were not intended to evade U.S. law, but rather were based on a non-criminal desire to have the transactions processed through the United States without incident, as they would otherwise likely be blocked even if they were ultimately permissible.

60. To the extent that BNPP employees genuinely held this incorrect view of the reach of U.S. sanctions, by October 2004, BNPP and the individuals principally responsible for the Cuban Credit Facilities were on clear notice that U.S. sanctions did, in fact, apply to all U.S. dollar transactions involving Sanctioned Entities cleared in the United States, even if the transactions were directed from a non-U.S. bank such as BNPP Paris. As described above, in October 2004, BNPP received the 2004 Legal Opinion from U.S. Law Firm 1, which was disseminated widely among executives at BNPP Paris and within ECEP. The 2004 Legal Opinion explicitly stated that U.S. sanctions laws did, in fact, apply to all U.S. dollar transactions, including those initiated by foreign banks. Specifically, the opinion stated, with regard to the U.S. sanctions against Cuba, that, “U.S. dollar transactions of non-U.S. banking institutions with Cuban counterparties cleared inside the United States would be subject to the Cuba regulations and blocked [A]ny BNPP transaction with a Cuban counterparty cleared inside the United States by any bank . . . would fall within the scope of the Cuba sanctions.” Thus, the opinion made perfectly clear that the Cuban Credit Facilities – which involved “U.S. dollar transactions of non-U.S. banking institutions with Cuban counterparties cleared inside the United States” – violated U.S. sanctions. Moreover, while the 2004 Legal Opinion left some ambiguity as to whether BNPP could face criminal liability if its transactions with Sanctioned

Entities were cleared through an unaffiliated financial institution, as opposed to BNPP New York, the Cuban Credit Facilities were cleared almost exclusively through BNPP New York. Indeed, from 2002 through 2010, more than 96% of the transactions related to the Cuban Credit Facilities were cleared through BNPP New York.

61. Following the receipt of the 2004 Legal Opinion, BNPP Paris compliance, legal and business personnel acknowledged in numerous discussions that the Cuban Credit Facilities did not comply with the U.S. embargo against Cuba, or with BNPP's stated policy that it did not conduct U.S. dollar business with Cuba. A January 2005 e-mail from a BNPP New York compliance officer to a senior BNPP Paris compliance officer stated: "US OFAC laws state that a US entity cannot send or receive funds to/from Cuba. It does not matter that the traders are overseas . . . no USD denominated anything can be transacted with OFAC prohibited entities." In February 2005, BNPP's standardized instructions for the processing of payments related to Cuba stated: "COUNTRY SUBJECT TO A U.S. EMBARGO. The U.S. and foreign banks established on U.S. territory are notably required to proceed with the blocking of assets concerning countries or individuals under U.S. embargo. Any transfer in USD is subject to this regulation. One should thus take care not to proceed with such transactions."

62. In December 2005, ABN AMRO Bank, N.V. ("ABN AMRO"), a Dutch bank, was fined by U.S. regulators for violations of U.S. sanctions laws. Specifically, ABN AMRO's branch in New York had processed non-transparent payment messages sent by ABN AMRO's global branch network for customers in sanctioned countries. On December 19, 2005, as a result of this conduct, ABN AMRO entered into a consent cease and desist order with regulators, including FRB-NY and DFS, and paid a combined civil monetary penalty of \$80 million to the regulators, OFAC, and the Financial Crimes Enforcement Network.

63. In January 2006, a compliance officer at BNPP Paris analyzed BNPP's compliance with U.S. sanctions in light of the ABN AMRO settlement and wrote the following to a group of senior BNPP Paris compliance and business personnel:

Does ECEP run the risk of an allegation for circumventing the embargo? A practice does exist which consists in omitting the Beneficiaries'/Ordering party's contact information for USD transactions regarding clients from countries that are under U.S. embargo: Sudan, Cuba, Iran. This avoids putting BNPP NY in a position to uncover these transactions, to block them, and to submit reports to the regulator. This monitoring is practiced especially by the Operational Center in Paris, but it also exists in other centers. However, the fact that SWIFT messages are not referencing the final Beneficiary or the Initiating Party for the movement of funds does not protect the bank totally, because the investigative capacities of U.S. banks . . . are more and more sophisticated. . . . *Concerning Cuba – It is true that we are not completely in line with the text of the U.S. regulations.*

(Emphasis added). Also in January 2006, an ECEP employee at BNPP Paris asked a compliance officer at BNPP Paris, "when we lend money to the Cubans, the loans are generally made out in Dollars, except in a few exceptional cases. Could we be reprimanded, and if so, based on what?" The compliance officer responded to the ECEP employee and several other senior ECEP employees at BNPP Paris with a clear warning:

These processing transactions obliges us to obscure information regarding the USD (BNPP NY) Clearer, and it is a position which BNPP is not comfortable with, and which, of course, offers a risk to its image and, potentially, a risk for reprisals from US authorities if this behavior was discovered, even if such could not occur directly In a way, a risk which we thought was non-existent is becoming a little less so.

64. In May 2006, the executive at BNPP New York responsible for ethics and compliance expressed his concern about the use of cover payments to conceal the involvement of Sanctioned Entities in transactions processed by BNPP New York. In response, a CIB Paris compliance officer wrote an e-mail to several senior BNPP Paris compliance officers that stated:

If [the New York head of ethics and compliance] only offers the choice between abandoning the [cover payment] for movements in favor of clientele or promising BNPP NY we do not wire transfer in USD concerning Cuba, Iran, Sudan or Syria, I only see the solution of going through another bank than BNPP NY for all

transactions to these destinations. The other, less gratifying alternatives are to stop working in USD in these zones or to disguise the reality with the no win situation between telling stories to BNPP NY or to [U.S. Bank 1].

65. In January 2007, a compliance officer at BNPP Paris sent a memo to the head of compliance at BNPP Paris entitled “Respect of Cuban Embargo,” that noted that BNPP had been bypassing the U.S. embargo against Cuba to the extent that the bank was holding U.S. dollar accounts with Cuban banks and permitting Cuban entities to borrow in U.S. dollars. The compliance officer concluded that “[t]otal transparency is not currently possible” with respect to Cuba because Cuban Credit Facilities still remained U.S. dollar denominated, and “[c]hanging the payment currency during the process with a pool of participants would be long and costly.”

BNPP’s Decision To Continue the Credit Facilities Regardless of U.S. Sanctions

66. Beginning in late 2006, compliance personnel at BNPP Paris sought to convince employees in the ECEP business line to convert the U.S. dollar Cuban Credit Facilities to Euros or another currency. Despite these efforts, certain of the Cuban Credit Facilities remained denominated in U.S. dollars for several more years, and U.S. dollar transactions in one Cuban Credit Facility continued routinely into 2010. Senior employees at BNPP Paris, including the Global Head of ECEP, allowed these credit facilities to remain in U.S. dollars, despite the fact that they violated U.S. law, due to BNPP’s longstanding relationships with Cuban entities and the perceived cost to BNPP of converting the facilities into Euros. In May 2007, a compliance officer at BNPP Paris sent a memo to senior BNPP Paris compliance and ECEP personnel entitled “Compliance with the Cuba embargo.” The memo addressed the fact that while several of the Cuban Credit Facilities had been successfully converted to Euros, one credit facility, involving hundreds of millions of dollars, remained denominated in U.S. dollars. The memo laid out two solutions for dealing with that facility: (1) “[s]et this facility aside from the official inventory with regard to the US so long as it cannot be converted into Euros or another

currency;” or (2) “[i]f Group Compliance needs to be totally transparent with regard to the US authorities, the facility currency will have to be modified. . . . [T]his option would trigger off an onerous process of negotiations with the banks and the borrowers, and ECEP will not have total control over the outcome: our decision to be OFAC compliant is a minor concern for the other parties.” The memo concluded that “[g]iven its marginal character, we suggest that this facility should be kept silent, it is totally discreet and is reimbursed via internal wire transfers.” The memo included a handwritten note on top of the first page indicating a decision was made by the Head of Compliance on June 7, 2007 in which he selected “option B,” which noted that if the Cuban transactions were to be totally transparent “the facility currency will have to be modified.”

67. By 2008, compliance officers at BNPP increasingly expressed frustration with ECEP’s failure to convert the remaining Cuban Credit Facility to Euros or another non-U.S. dollar currency in order to comply with U.S. sanctions. On February 11, 2008, BNPP implemented a policy that prohibited all new business with Cuba. Despite this policy, two Cuban facilities remained U.S. dollar denominated after May 2008.

68. In September 2008, a compliance officer at BNPP Paris wrote to several senior compliance officers at BNPP: “[The Cuban Credit Facility], for which we have for two years now been putting pressure on ECEP to have the USD reference abandoned, is more or less at a dead-end, and we know it will be impossible to modify without giving up something in exchange. . . . [T]he subsistence of [the Cuban Credit Facility] in USD [] prevents [BNPP’s] situation on Cuba from being totally ‘compliant.’”

69. Despite the pressure from compliance personnel to convert the remaining Cuban Credit Facility into Euros, BNPP continued to receive U.S. dollar payments related to the facility

until early 2010. The choice by ECEP to continue violating U.S. sanctions laws with regard to this facility was due in part to BNPP's desire to continue to do business in Cuba. In a December 2009 internal memorandum, an ECEP employee at BNPP Paris wrote that one of the Cuban companies involved in the remaining credit facility was "a historic client of BNPP Paribas and a major player in the Cuban economy . . . [and] a strategic customer with whom we intend to arrange new financing secured by offshore flows."

70. As a result of BNPP's desire to conduct U.S. dollar business with Cuban Sanctioned Entities, from October 2004 – when the 2004 Legal Opinion was disseminated throughout BNPP Paris – until BNPP's final U.S. dollar transactions with Cuban entities in early 2010, BNPP knowingly, intentionally and willfully processed illicit U.S. dollar transactions involving Cuba with a total of value of approximately \$1.747 billion.

BNPP's Failure To Timely Provide Relevant Information to the Government

71. BNPP was on notice of law enforcement concerns regarding its potential sanctions violative conduct in as early as December 2009, when it was contacted by the New York County District Attorney's Office. In a subsequent meeting, in early 2010 between BNPP and the U.S. Department of Justice and the New York County District Attorney's Office, BNPP agreed to conduct an internal investigation into business conducted with countries subject to U.S. sanctions at a number of its subsidiaries and branches and covering the time period January 1, 2002 through December 31, 2009, including in Paris, London, Milan, Rome and Geneva. The review was expanded after BNPP discovered instances in which its illicit conduct continued past the original agreed-upon review period.

72. Despite receiving legal opinions in 2006 that identified potential sanctions-violative conduct, receiving notice of the same from law enforcement in late 2009, and beginning its internal investigation in early 2010, BNPP failed to provide the Government with meaningful

materials from BNPP Geneva until May 2013, and the materials were heavily redacted due to bank secrecy laws in Switzerland. BNPP's delay in producing these materials significantly impacted the Government's ability to bring charges against responsible individuals, Sudanese Sanctioned Entities, and the satellite banks.

73. Furthermore, in 2006, a BNPP whistleblower in London raised concerns internally about a U.S. citizen who served as a BNPP executive and was facilitating transactions with the government of Iran, in direct contravention of IEEPA. This illegal conduct stopped in April 2006. BNPP did not disclose any information to the Government about the whistleblower or the executive until December 2011, almost two years after BNPP began its internal investigation and eight months after the statute of limitations against this individual expired.

74. In other respects, BNPP has provided substantial cooperation to the Government by conducting an extensive transaction review; identifying potentially violative transactions; responding to numerous inquiries and multiple requests for information; providing voluminous relevant records from foreign jurisdictions; signing tolling agreements with the Government and agreeing to extend such tolling agreements on multiple occasions; conducting interviews with dozens of current and former employees in Paris, London, New York, Geneva, Rome and Milan; and working with the Government to obtain assistance via a Mutual Legal Assistance Treaty ("MLAT") with France, among other things. BNPP also has now taken several corrective measures to enhance its sanctions compliance.

Dated: New York, New York
June ____, 2014

CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

By: _____
Edward Starishevsky
Assistant District Attorney

Kim Han
Assistant District Attorney

AGREED AND CONSENTED TO:

After consulting with its attorney and pursuant to the plea agreement entered into this day between the defendant, BNPP, and the New York County District Attorney's Office, I, the designated corporate representative authorized by the Board of Directors of BNPP, hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the State of New York would have proved the same beyond a reasonable doubt.

BNP Paribas S.A.
by GEORGES DIRAVI

June 28, 2014
DATE

APPROVED:

We are counsel for BNPP in this case. We have carefully reviewed the above Statement of Facts with the Board of Directors of BNPP. To our knowledge, the Board of Directors' decision to stipulate to these facts is an informed and voluntary one.

Karen Patton Seymour, Esq.
Sullivan & Cronwell LLP
Attorneys for BNP Paribas S.A.

June 29, 2014
DATE

PX-19

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

Riad Khalil, a/k/a "Steve Khalil,"
and Neil Goldstein,

Defendants.

THE GRAND JURY OF THE COUNTY OF NEW YORK, by this indictment, accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 27, 2006, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 3, 2006, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and

caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 6, 2006, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 7, 2006, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 18, 2006, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 18, 2006, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 27, 2006, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 3, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ELEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 12, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWELFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 26, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 30, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FOURTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 30, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 30, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 30, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 9, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 9, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp. (1)

NINETEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 9, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 15, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 15, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 15, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 16, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 4, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

TWENTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 4, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 6, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 7, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 7, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 7, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 7, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 7, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 12, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 12, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 12, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

THIRTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The

defendants, in the County of New York and elsewhere, on or about June 12, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 14, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 18, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 18, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 18, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The

defendants, in the County of New York and elsewhere, on or about October 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and

caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FORTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 2, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 2, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 2, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about

October 2, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 2, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 5, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an

enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 5, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 5, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 9, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

FIFTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 11, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 22, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 22, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 26, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 26, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 26, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 26, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about

October 26, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 26, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SIXTY-NINETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 31, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an

enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about October 31, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 1, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about

November 6, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 6, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 6, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an

enterprise, to wit: the check register log of Veil Check Cashing Corp.

SEVENTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 6, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 6, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 13, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 15, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 15, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 27, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about

November 27, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 30, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about November 30, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an

enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

EIGHTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 10, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 17, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 17, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about

December 17, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 17, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 18, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an

enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about December 18, 2007, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 16, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

NINETY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about April 23, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDREDTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 2, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST**

DEGREE, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 8, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 13, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 13, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused

to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 14, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 14, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 16, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 16, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 16, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused

to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 19, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND TENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 22, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND ELEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about May 22, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND TWELFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 6, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND THIRTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 6, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused

to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND FOURTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 6, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND FIFTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 6, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND SIXTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 6, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND SEVENTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 23, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND EIGHTEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 23, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused

to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND NINETEENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 27, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND TWENTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 27, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND TWENTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil

Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about June 27, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND TWENTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of **FALSIFYING BUSINESS RECORDS IN THE FIRST DEGREE**, in violation of Penal Law § 175.10, committed as follows: The defendants, in the County of New York and elsewhere, on or about July 11, 2008, with intent to defraud and with intent to commit another crime and to aid and conceal the commission thereof, made and caused to be made a false entry in the business records of an enterprise, to wit: the check register log of Veil Check Cashing Corp.

ONE HUNDRED AND TWENTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND TWENTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND TWENTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND TWENTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND TWENTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND TWENTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND TWENTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 2, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 2, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 2, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 2, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 5, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 9, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 11, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 22, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 22, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 26, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND THIRTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 26, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 26, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 26, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 26, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 31, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about October 31, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 1, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 6, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FORTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 6, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 6, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 6, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 13, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 15, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 15, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 27, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 27, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about November 30, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 10, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND FIFTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 10, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 10, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 10, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 17, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 17, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 17, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 18, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about December 18, 2007, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about April 16, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about April 23, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SIXTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 2, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 8, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 13, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 13, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 14, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 16, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 16, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 19, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-SEVENTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about May 22, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-EIGHTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 6, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND SEVENTY-NINTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 6, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND EIGHTIETH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 6, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND EIGHTY-FIRST COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 6, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND EIGHTY-SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 23, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND EIGHTY-THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 23, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND EIGHTY-FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 27, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND EIGHTY-FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about June 27, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ONE HUNDRED AND EIGHTY-SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Riad Khalil, a/k/a "Steve Khalil" and Neil Goldstein of the crime of violating **BANKING LAW § 372(7)**, committed as follows: The defendants, acting in concert with a licensed check casher, on or about July 11, 2008, failed to submit to the superintendent of the Banking Department, located in New York County, or such person as the superintendent may designate, a currency transaction report as is required to be submitted to federal authorities pursuant to provisions of the Bank Secrecy Act (subchapter 11, chapter 53, title 31, United States code) and regulations and administrative orders related thereto, as amended, within the period of time as required by such act and regulations.

ROBERT M. MORGENTHAU
District Attorney

PX-20

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK - CRIMINAL TERM - Part 82

-----X
THE PEOPLE OF THE STATE OF NEW YORK

INDICTMENT #
3765/2009

-against-

RIAD KHALIL,

DEFENDANT.

PLEA

-----X

100 Centre Street

New York, New York 10013

October 22, 2010

B E F O R E: HONORABLE CHARLES SOLOMON
Justice of the Supreme Court

A P P E A R A N C E S:

For the People:

CYRUS VANCDE, ESQ.
New York County District Attorney
One Hogan Place
New York, New York 10013
BY: MICHAEL GATES, ESQ. &
SUSAN HERBERT, ESQ.
Assistant District Attorneys

For the Defendant:

18-B Assigned Counsel Panel
BY: ANDREW WEINSTEIN, ESQ.

1 THE CLERK: Calendar number three Riad Khalil.

2 MR. WEINSTEIN: Andrew Weinstein, 521 Fifth Avenue.

3 MR. GATES: Michael Gates for the People.

4 Good morning, Your Honor.

5 MS. HERBERT: ADA Susan Herbert, Forfeiture Unit.

6 Good morning.

7 THE COURT: Last time we were in court, counsel,
8 was the 8th of October. I indicated today that if the
9 defendant wished to plead guilty, and it's up to the People,
10 which count or counts of the indictment he'd pled guilty to,
11 that I would not send him to jail. I indicated that the
12 sentence here would be a non-jail sentence, either
13 conditional discharge or probation. We made a full record
14 last time. The defendant was already sentenced in the
15 Eastern District in Federal Court and I believe the sentence
16 there was two years probation.

17 MR. WEINSTEIN: Yes, sir, with one year home
18 confinement.

19 THE COURT: He's serving that now, that
20 home-confinement year?

21 MR. WEINSTEIN: Yes, sir.

22 THE COURT: There was also an issue concerning a
23 separate lawsuit, asset forfeiture, related to the case. The
24 DA's office, again, was involved in that suit. I believe
25 that was being settled or has been settled.

1 MR. WEINSTEIN: We have a final stipulation in
2 anticipation of a disposition in the case, which we are
3 prepared to do today.

4 THE COURT: I'd like the record made as to what has
5 been agreed to in substance. I want to make sure that that
6 the plea, if the defendant is going to plead guilty, is in
7 no way forced; in other words, there was no coercive effect
8 as far as the asset forfeiture lawsuit by his plea and my
9 purported sentence, my promise.

10 MR. WEINSTEIN: Yes, sir. The terms basically are
11 that the defendant will agree to forfeit the sum of \$800,000
12 and that sum is to be paid in full prior to sentencing.

13 THE COURT: Prior to sentencing here. Where is
14 that money going?

15 MR. WEINSTEIN: State Asset Forfeiture Fund.

16 THE COURT: State or city?

17 MS. HERBERT: That is what it's called according to
18 Article 13A 1439. It goes according to statutory law.

19 THE COURT: But there's been controversy about city
20 and state.

21 MS. HERBERT: No this follows statutory law.

22 MR. WEINSTEIN: Once the funds clear, its agreed
23 that the Plaintiff will sign a stipulation of discontinuance
24 with prejudice.

25 THE COURT: The Plaintiff is the DA's office.

1 MR. WEINSTEIN: And exonerate the bond. He agreed
2 to not issue any forfeiture against the defendant grounded
3 in the criminal indictment or any criminal activity alleged
4 in ADA Herbert's affirmation in a support of an application
5 dated July 27, 2009.

6 THE COURT: That's pending in front of whom?

7 MR. WEINSTEIN: Justice Schulman.

8 THE COURT: Which courthouse is that?

9 MS. HERBERT: That's at 60 Centre Street, Part 1.

10 THE COURT: Justice Schulman is aware if the
11 defendant pleads guilty here, the forfeiture stipulation
12 that you have agreed to?

13 MS. HERBERT: Your Honor, what happens is we sign
14 this in court and then I take it over to Judge Schulman's
15 part and he reviews it and if he agrees, he so orders it.
16 It's now Court ordered and give everyone a fully executed
17 copy. I have a copy for you, if you would like right now,
18 the agreement before we sign it.

19 THE COURT: Sure. What I'm getting, maybe I'm
20 getting it the wrong way, is that Justice Schulman has to
21 approve this?

22 MS. HERBERT: Yes.

23 THE COURT: This is not up to me to approve and
24 this is really not a condition of the defendant's plea; in
25 other words, I cannot say to him that if he doesn't sign

1 this in front of Justice Schulman, Justice Schulman doesn't
2 approve it, that I will not sentence him and live up to my
3 promise?

4 MR. WEINSTEIN: I think there is something in here,
5 a request from the DA, that would, I don't know their
6 position, it may need to be stricken, which reads that the
7 defendant understands the payment of the settlement funds of
8 the forfeiture action is a condition of Justice Schulman to
9 impose a non-custodial sentence upon the defendant in
10 connection with the plea.

11 THE COURT: That's fine. As long as he agrees to
12 that; in other words, my fear is that in a case like this
13 where he will say months from now or years from now that the
14 plea wasn't knowingly, intelligently and voluntarily entered
15 into because he was coerced.

16 MR. WEINSTEIN: I can represent that that will not
17 happen in the future. That, factually, is not the case. As
18 I told you last time, he very much would have preferred to
19 litigate the forfeiture action and accept the non-custodial
20 plea. The number, frankly, is much higher than we thought.
21 That certainly doesn't lead to coercion or voluntariness.
22 This is a logical decision made to conclude all the
23 legal difficulties at once, avoid the expenses of continued
24 legal fees to litigate the matter and that's it.

25 THE COURT: Again, and I will ask him if he pleads

1 guilty, I want to make sure that the asset forfeiture
2 stipulation and settlement in this lawsuit is not what is
3 driving this plea. I want to make sure he is guilty here,
4 that he agrees to plead guilty knowing that he is, again,
5 going to be sentenced as I promised him and that it's not
6 going to be a problem later on where there is an issue
7 concerning any coercion.

8 This asset forfeiture lawsuit will be resolved
9 fully in front of Justice Schulman before I sentence him.

10 MS. HERBERT: Yes. What happens is this case was
11 very fully litigated all the way up to the
12 Appellate Division.

13 THE COURT: I know.

14 MS. HERBERT: And it was affirmed. It was
15 litigated extensively and then we negotiated the terms.
16 Don't forget, we originally demanded the full 1.3-5 million
17 and we believe that the defendant carried out the scheme for
18 over 40 million. All of this information went up to the
19 Appellate Division. After we won that, we negotiated for
20 months on coming down to the terms of \$800,000. This is a
21 freely entered-into agreement contract between the parties
22 to resolve the lawsuit.

23 THE COURT: I take it when you negotiated that and
24 entered into the agreement, that was before I indicated what
25 I would do if the defendant pleaded guilty?

1 MS. HERBERT: Correct.

2 THE COURT: I never really committed myself until I
3 believe October the -- September 22nd.

4 MR. WEINSTEIN: Can I have one moment?

5 THE COURT: Sure.

6 (Brief pause.)

7 MR. WEINSTEIN: Judge I think it's fair to say
8 that, actually, from the outset, from the time we were
9 negotiating the relief, we had been in some sort of
10 settlement negotiation one way or the other, but there were
11 difficulties in the context of they couldn't get to the next
12 level without a felony conviction. So until it became clear
13 when we were here the last time that with Your Honor's
14 promise of a non-custodial sentence, that's when the
15 settlement conversations reengaged, renegotiated, heated up
16 and led to the execution of this.

17 MS. HERBERT: Counsel brings up an interesting
18 point --

19 THE COURT: Hold on a second.

20 That last row ...

21 COURT OFFICER: You have to step out to talk.

22 THE COURT: Go ahead.

23 MS. HERBERT: I forget we were actually negotiating
24 a long time ago. The defendant was ready to settle to us
25 independent of a guilty plea, but I said, wait a minute,

1 asset forfeiture, we cannot settle with you until we get a
2 conviction. Do you remember that?

3 MR. WEINSTEIN: Yeah, we had conversation early on
4 in the prompting of Justice Schulman. We engaged in
5 conferring well before the provisional order.

6 THE COURT: I understand that. Mr. Gates is asking
7 that your client pleads guilty, pleads to four counts.

8 MR. WEINSTEIN: Yes.

9 THE COURT: To 79, 108, 150 and 175, and that was
10 sent over to my chambers late yesterday with a purported
11 allocution.

12 MR. WEINSTEIN: Yes, sir.

13 THE COURT: That's been changed, what was sent over
14 to me?

15 MR. WEINSTEIN: Substance or counts?

16 THE COURT: Anything.

17 MR. WEINSTEIN: There was some typographical errors
18 in the proposed allocution, the draft submitted to chambers,
19 basically just in terms of making clear that the company
20 that was in Brooklyn is not Veil Check Cashing Corporation.

21 THE COURT: Spell Veil for the reporter.

22 MR. WEINSTEIN: V-E-I-L.

23 THE COURT: Check Cashing of New York Inc. and the
24 company in New York County is V-E-I-L Check Cashing
25 Corporation. Just to clarify that distinction.

1 MR. GATES: That is correct, Your Honor. Just so
2 the record is totally clear, First, I'm glad to know that
3 you received the allocution, Your Honor. Have you had a
4 chance to look over the allocution?

5 THE COURT: I did.

6 MR. GATES: Your Honor, with respect the offer of
7 probation, I don't think --

8 THE COURT: I'm not sure if it will be probation.
9 My promise is a non-jail sentence. Might not be probation
10 if I don't feel probation is warranted. I may, but I may
11 not because of the supervision in the Federal Court.

12 MR. GATES: With respect to the non-incarceratory
13 sentence, we like the record to be clear that the People are
14 standing by their stance that we believe an incarceratory
15 sentence is appropriate for the defendant based upon the
16 conduct through the entire time period and the fact that he
17 was, in our theory, he had some of these medical ailments
18 during the course of the conduct, and as a result, we
19 believe his conduct necessitates an incarceratory sentence.

20 THE COURT: Along the lines, what I'd like to do is
21 make part of the record the sentencing minutes, which I
22 received a copy of, July 30th of this year, in the
23 Eastern District in front of Judge Vitaliano. In addition
24 to that, I will submit and seal, because this influenced me
25 in my promise I am making, the defendant's sentence in the

1 Federal Court I know was certainly something that was not
2 agreed to. I don't believe Judge Vitaliano made any
3 promise --

4 MR. WEINSTEIN: It was a sentencing guideline for
5 approximately three years.

6 THE COURT: Correct, but when the plea or pleas
7 were entered, the Judge did not say he was going to sentence
8 the defendant to two years of probation with one year under
9 house arrest.

10 MR. WEINSTEIN: No, sir, he was facing five years
11 incarceration.

12 THE COURT: I'd like to also submit in connection
13 with that under seal, however, not part of the
14 public record, the sentencing memorandum which you submitted
15 to the Federal judge as well as the --

16 MR. WEINSTEIN: The prosecutor's opposition of the
17 U.S. attorney's office.

18 THE COURT: Yes, but also looks like the memorandum
19 that you submitted to me in connection.

20 MR. WEINSTEIN: I believe there are three
21 documents, Mr. Khalil's Federal sentence memorandum, the
22 U.S. attorney's opposition, both of which are sealed
23 documents in the Federal Court --

24 THE COURT: Sealed here as well.

25 MR. WEINSTEIN: -- and obtained an order to have

1 them unsealed for the purpose of providing a copy to
2 Your Honor and Mr. Gates, and then there is a pre-plea
3 letter that I sent to Your Honor that I also ask to be
4 marked under seal.

5 THE COURT: That's dated August 24th?

6 MR. WEINSTEIN: Yes, sir.

7 THE COURT: Which will be with respect to the
8 four counts the People are asking the defendant to plead
9 guilty to in satisfaction of the indictment.

10 I'll hear your application.

11 MR. WEINSTEIN: At this time, my client has
12 authorized me to withdraw his previously-entered pleas of
13 not guilty to Counts 79, 108, 150, and 175 of the indictment
14 and to enter a plea of guilty in full satisfaction of the
15 charges in the indictment.

16 THE COURT: Counts 79 and 108 are falsifying
17 business records in the first degree?

18 MR. WEINSTEIN: Yes, sir.

19 THE COURT: That's a class E like echo offense. I
20 believe the misdemeanor counts, 150 and 175, are violations
21 of Banking Law section 372, and that is a class A
22 misdemeanor.

23 MR. GATES: That is correct, Your Honor.

24 THE COURT: Mr. Khalil, do you swear the statements
25 you are about to make in connection with the guilty pleas

1 will be the truth, the whole truth, and nothing but the
2 truth?

3 THE DEFENDANT: Yes, Your Honor.

4 THE COURT: Your lawyer just said you wish to enter
5 pleas to the four counts of the indictment in satisfaction
6 of the entire indictment, again two class E felonies and two
7 class A misdemeanors. Is that what you wish to do?

8 THE DEFENDANT: Yes, Your Honor.

9 THE COURT: Have you discussed this decision with
10 your attorney before deciding to plead guilty?

11 THE DEFENDANT: Yes, Your Honor.

12 THE COURT: Are you pleading guilty here
13 voluntarily of your own free will?

14 THE DEFENDANT: Yes, Your Honor.

15 THE COURT: Now, there is an allocution that's been
16 prepared by the DA's office in conjunction with you,
17 Mr. Weinstein?

18 MR. WEINSTEIN: Yes, sir.

19 THE COURT: This allocution, do you have that in
20 front of you? I mean, statement of your guilt.

21 THE DEFENDANT: Yes.

22 THE COURT: Have you read that?

23 THE DEFENDANT: Yes.

24 THE COURT: You read it today?

25 THE DEFENDANT: Yes.

1 THE COURT: You know there are handwritten changes
2 to that. You saw those changes, correct?

3 THE DEFENDANT: Yes.

4 THE COURT: You reviewed this with your lawyer?

5 THE DEFENDANT: Yes, I did.

6 THE COURT: After reviewing this, is this a fair and
7 accurate statement as to what you did here to make you
8 guilty?

9 THE DEFENDANT: Yes.

10 THE COURT: You committed these crimes in the
11 allocution?

12 THE DEFENDANT: Yes, Your Honor.

13 THE COURT: Rather than have him read this into the
14 record, maybe we can mark this as an exhibit for the
15 pre-pleading. That will be part of the record. As long as
16 the defendant acknowledges it and signs that.

17 MR. WEINSTEIN: That's fine.

18 THE COURT: What I am asking you to do, rather than
19 read this into the record, this will be part of the record
20 as long as you tell me under oath that it is true, accurate
21 and that's how you committed the crimes. Is that so?

22 THE DEFENDANT: Yes, Your Honor.

23 THE COURT: You can sign that.

24 (Defendant complies.)

25 THE COURT: That will be going into the court file

1 as part of the plea agreement in this case. If need be, you
2 can have an extra copy, Mr. Gates and Mr. Weinstein.

3 Do you understand when I do sentence you, I'm not
4 going to sentence you to jail, do you understand that?

5 THE DEFENDANT: Yes, Your Honor.

6 THE COURT: Although I could. The statute
7 authorizes me to send you to state prison for up to four
8 years. I am not going to do that as I told your lawyer when
9 you were here back in September.

10 THE DEFENDANT: Yes.

11 THE COURT: A lot of that has to do with your
12 physical condition litigated in great detail in front of
13 Judge Vitaliano. I read all of that. I understand that you
14 suffer from a lot of serious illnesses. That's one of the
15 factors persuading me not to send you to jail. Do you
16 understand that?

17 THE DEFENDANT: Yes, Your Honor.

18 THE COURT: Do you also understand that the
19 asset forfeiture lawsuit you have been involved with for
20 quite some time, Mr. Weinstein has been your lawyer, I
21 understand will be settled per this stipulation that was
22 presented to me today, and that's going to be done prior to
23 the sentence date, do you understand that?

24 THE DEFENDANT: Yes, Your Honor.

25 THE COURT: I want to make sure, as I said earlier

1 in open court, that no one is coercing you to plead guilty,
2 that you are pleading guilty voluntarily of your own free
3 will; is that true?

4 THE DEFENDANT: Yes.

5 THE COURT: Is it because you are in fact guilty of
6 these crimes?

7 THE DEFENDANT: Say it again.

8 THE COURT: Is that the reason you are pleading
9 guilty, because you are in fact guilty of the crimes or is
10 there some other reason you are pleading guilty?

11 THE DEFENDANT: Yes, Your Honor.

12 THE COURT: Other than what has been told to you on
13 the record today by me in open court, any promise made to
14 you by any anybody else, your lawyer, the DA's office,
15 anyone, in order to get you to plead guilty here?

16 THE DEFENDANT: No.

17 THE COURT: When you plead guilty you give up your
18 right to a jury trial, the right to confront and
19 cross-examine the witnesses against you, the right, if you
20 go to trial, to testify or not testify in your own behalf.
21 When you plead guilty, it's the same as if you went to trial
22 and a jury had come in and found you guilty of these four
23 crimes, which again are two class E felonies and two class A
24 misdemeanors. Is all that clear?

25 THE DEFENDANT: Yes, Your Honor.

1 THE COURT: Mr. Gates, anything further you wish to
2 have asked of the defendant?

3 MR. GATES: No, Your Honor.

4 THE COURT: As far as the asset forfeiture lawsuit,
5 which will be resolved in front of a different justice prior
6 to sentencing here, any questions about that?

7 MS. HERBERT: No, Your Honor.

8 THE COURT: Mr. Weinstein, anything further?

9 MR. WEINSTEIN: Just request a short sentence date.

10 THE COURT: Unfortunately, we can't. I need at
11 least seven weeks. That's short in the Federal system?

12 MR. WEINSTEIN: Yes.

13 THE COURT: But not short according to some
14 people's definition of short. Let's adjourn. We need about
15 seven weeks. How about December the 17th or the week before
16 that, December 10th?

17 MR. GATES: For the record, either date or pretty
18 much any date, the 3rd, 10th or 17th, will not be good. My
19 wife is expecting on December 3rd.

20 THE COURT: How about your colleague who was here
21 earlier?

22 MR. GATES: She's on maternity leave until January.

23 THE COURT: Is it possible to get someone else?

24 MR. GATES: Yes. Someone else from my bureau will
25 probably be here to stand up.

1 THE COURT: What is your choice?

2 MR. WEINSTEIN: Earliest date.

3 THE COURT: Let's try for December 10th. I don't
4 want a situation where we have the case on and I don't have
5 a Probation report and then I have to call the case again.
6 The allocution will be part of the record for this plea.
7 What I said was in the court file under seal will be sealed.
8 The minutes of the proceedings in front of Judge Vitiliano
9 will not be sealed. December 10th at 11:00 a.m.

10 MR. GATES: Your Honor, for the record, the
11 defendant needs to sign the stipulation.

12 MR. WEINSTEIN: As soon as we're done here today,
13 we will all execute the stipulation.

14 THE COURT: I didn't realize, maybe I am
15 incorrect, that the stipulation concerning asset forfeiture
16 had to be signed by everybody in front of me today.

17 MS. HERBERT: Yes, that's the way they always do
18 it.

19 MR. GATES: My apologies.

20 THE COURT: Let me just add this to the record.
21 The asset forfeiture lawsuit pending in front of
22 Judge Schulman is resolved with this stipulation. This is
23 the first time I'm seeing it, today. The defendant is going
24 to sign it as is Ms. Herbert from the DA's office and you,
25 Mr. Weinstein.

1 MR. WEINSTEIN: Yes, sir.

2 THE COURT: I don't believe it needs my approval
3 because it doesn't have a space for me to sign it. It has a
4 space for Judge Schulman to sign it. Are you seeing him
5 today, going over to 60 Centre Street?

6 MS. HERBERT: I don't know where Judge Schulman is
7 right now. What happens, they prefer we fax it to them and
8 they get it back quickly. We can try to go over. It
9 doesn't matter.

10 THE COURT: I'm not suggesting any right course or
11 wrong course here. All I want to do is make sure that
12 everything is done properly.

13 MS. HERBERT: Oh, yes.

14 THE COURT: The stipulation of settlement in
15 anticipation of the settlement, I believe, Mr. Khalil, I
16 want to make sure we understand each other, this is
17 something that you are signing today and that you read
18 before; is that correct?

19 THE DEFENDANT: Yes.

20 THE COURT: This apparently is going to settle the
21 asset forfeiture lawsuit brought by the DA's office seeking
22 money from you. Do you understand that?

23 THE DEFENDANT: Yes.

24 THE COURT: Before signing the stipulation, I
25 assume you went over it with Mr. Weinstein?

1 THE DEFENDANT: Yes.

2 THE COURT: I assume you had questions?

3 THE DEFENDANT: No.

4 THE COURT: You didn't have questions?

5 THE DEFENDANT: Yes.

6 THE COURT: He answered your questions?

7 THE DEFENDANT: Yes.

8 THE COURT: Are you satisfied with the answers?

9 THE DEFENDANT: Yes.

10 THE COURT: Do you agree that this stipulation
11 which you're entering into and signing concerning the
12 asset forfeiture lawsuit is something that you want to do,
13 doing this voluntarily, and this is your decision as a way
14 to end this lawsuit?

15 THE DEFENDANT: Yes, Your Honor.

16 THE COURT: You are doing this upon the advice of
17 counsel after explaining your options and you decided this
18 is the best course and, therefore, signing the stipulation?

19 THE DEFENDANT: Yes.

20 THE COURT: Again, this will be resolved in front
21 of Judge Schulman. This stipulation which I've been
22 presented with today, will be signed by all parties, and
23 Justice Schulman, ultimately, will be the one to resolve the
24 lawsuit asset forfeiture in the stipulation.

25 MR. WEINSTEIN: Yes, sir.

1 THE COURT: December 10th, 11:00 a.m.

2 MR. GATES: Thank you, Your Honor.

3 MR. WEINSTEIN: Your Honor, the last time I went
4 with my client down to Probation, they objected to me
5 sitting in on the interview without a court order. Can I
6 submit something to you?

7 THE COURT: I guess. I don't know why they object
8 to that.

9 MR. WEINSTEIN: It's never happened. It just
10 happened to me last time.

11 THE COURT: Was there a reason?

12 MR. WEINSTEIN: They said attorneys cannot sit in
13 on Probation interviews.

14 THE COURT: A lot of lawyers advise their client
15 not to discuss the case; in other words, on the advice of
16 counsel, not to discuss the case.

17 MR. WEINSTEIN: I know. I never, in 20 years ...

18 THE COURT: If they have a rule, I cannot change
19 the rules.

20 MR. WEINSTEIN: They said we just require a
21 court order. I got one last week from Judge Obus. I'll
22 submit it to Your Honor, if I can fax it today.

23 THE COURT: Fine. I was never presented with an
24 order like that but if that's what they require, that's
25 fine.

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MR. WEINSTEIN: Thank you.

I, Yvette Pacheco-Reyes, certify that this is a true and accurate copy of the transcribed proceedings taken by me in this matter.

Yvette Pacheco-Reyes

Yvette Pacheco-Reyes
Senior Court Reporter

PX-21

1 SUPREME COURT: NEW YORK COUNTY.
2 TRIAL TERM: PART 82

3 -----X
4 THE PEOPLE OF THE STATE OF NEW YORK

IND.#:
03765/2009

5 -against-

CHARGE:
FBR1

6 NEIL GOLDSTEIN

PLEA

7 Defendant.

8 -----X

9 100 Centre Street
New York, New York 10013

10 April 6, 2010

11
12 B E F O R E: HONORABLE CHARLES SOLOMON
Justice of the Supreme Court

13
14 A P P E A R A N C E S:

15 FOR THE PEOPLE:

16 CYRUS VANCE, JR., ESQ.
17 New York County District Attorney
One Hogan Place
18 New York, New York 10013
BY: VANESSA RICHARDS, ESQ.
19 Assistant District Attorney

20 FOR THE DEFENDANT:

21 CARMELO GARUFI, ESQ.
22 100 Garden City Plaza
Garden City, New York

23
24 Theresa Magniccari
25 Senior Court Reporter

Theresa Magniccari
Senior Court Reporter

1 THE CLERK: Calendar Number 17, Indictment 3765 of
2 2009, Neil Goldstein.

3 Appearances.

4 MR. GARUFI: For the defendant, Carmelo Garufi,
5 100 Garden City Plaza, Garden City, New York.

6 MS. RICHARDS: For the People, Vanessa Richards.
7 Good afternoon.

8 THE COURT: The case was adjourned from March the
9 9th, I believe, to today, for possible disposition.

10 And, counsel, I understand that you have agreed
11 upon a plea and a sentence in the case, and yesterday I was
12 given a plea agreement, which I have gone over and now I
13 have an edited copy of that statement agreement.

14 And we're going to proceed now with the
15 defendant's plea.

16 MR. GARUFI: Yes, your Honor.

17 THE COURT: What is your application?

18 MR. GARUFI: Your Honor, at this particular point
19 the defendant would like to withdraw his previously entered
20 plea of not guilty and enter a plea of guilty to one count
21 of Penal Law Section 175.10, a Class E felony, in full
22 satisfaction of the indictment.

23 THE COURT: Mr. Goldstein, do you swear the
24 statements you are about to make in connection with this
25 guilty plea will be the truth the whole truth and nothing

1 but the truth, do you swear to that?

2 THE DEFENDANT: Yes.

3 THE COURT: Your lawyer said you wish to enter a
4 guilty plea to one of the counts in the indictment. The
5 plea that you are entering is to falsifying business
6 records in the first degree. That is a Class E like echo
7 felony. Is that what you wish to do?

8 THE DEFENDANT: Yes.

9 THE COURT: Are you doing so voluntarily of your
10 own free will?

11 THE DEFENDANT: Yes.

12 THE COURT: And have you talked to your lawyer
13 before making this decision?

14 THE DEFENDANT: Yes.

15 THE COURT: Now, a few things. This agreement
16 that I have in front of me is four pages. I see the copy
17 that I was just given is signed by you, by your lawyer,
18 and Ms. Richards. I take it, before you signed that
19 document, that you read it?

20 THE DEFENDANT: Yes, I did.

21 THE COURT: And you understand it?

22 THE DEFENDANT: Yes.

23 THE COURT: You went over it with your lawyer?

24 THE DEFENDANT: Yes.

25 THE COURT: And do you agree to be bound by this

1 agreement?

2 THE DEFENDANT: Yes.

3 THE COURT: You understand that when I do sentence
4 you the sentencing will be in accordance with this
5 agreement which everyone has agreed to today; is that
6 clear?

7 THE DEFENDANT: Yes.

8 THE COURT: Anything other than that agreement
9 that has been told to you that is going to effect you
10 decision to plead guilty?

11 THE DEFENDANT: Not that I know of, no.

12 THE COURT: Anyone force you, threaten you, coerce
13 you in any way to get you to plead guilty?

14 THE DEFENDANT: No.

15 THE COURT: Now, I understand in connection with
16 your plea there is a factual statement you wish to make
17 explaining how you are guilty. If you want to go ahead
18 and do that. Please speak into the microphone in a loud
19 voice so the Court Reporter can take down what you are
20 saying.

21 Which count number, Ms. Richards?

22 MS. RICHARDS: Count one.

23 THE COURT: Go ahead.

24 THE DEFENDANT: On or about the Fall of 2006
25 through on or about the Summer of 2008, in the County of

1 New York and elsewhere, I, Neil Goldstein, and through my
2 company, Vale Check Cashing Corporation, and acting with
3 Riad Khalil, engaged in a scheme to defraud, whereby I
4 falsified the business records of the company, with the
5 intent to not report filing currency transaction reports
6 as required by the banking laws and regulations of the U.S.
7 of America and the State of New York.

8 During that time, I was the owner of the company.
9 In or about the Fall of 2006, I was introduced to
10 Khalil. Khalil cashed checks for various companies and
11 individuals. I understand that Khalil was not licensed to
12 perform these check cashing services.

13 Khalil knew that I participated in the operation
14 of several check cashing companies in Brooklyn and
15 Manhattan. Khalil asked that I and my business partner,
16 Charles Goldberg, structure his check cashing transactions
17 to avoid filing CTR's. Specially, he asked that when he
18 brought in multiple checks to the same payee aggregating to
19 more than \$10,000, we process the checks to a different
20 company and/or on different days.

21 We would receive commission on these transactions
22 and Khalil would continue to use us as primary check
23 cashier. I agreed to this arrangement.

24 After entering into this arrangement, Khalil
25 frequently cashed in a single transaction multiple checks

1 issued to the same payee that aggregated to more than
2 \$10,000. And among these checks were checks issued by
3 Regional Scaffolding & Hoisting, payable to various
4 vendors, and checks payable to the John Galt Corporation.

5 Per our agreement, Khalil brought all his checks
6 to Vale located in downtown Brooklyn.

7 In or about the day after receiving the check from
8 Khalil, Goldberg or I cashed some of those checks that were
9 issued to the same payee that totalled more than \$10,000 to
10 be processed through Vale, and remaining checks through
11 Vale located in New York County.

12 On other occasions, we processed some checks on
13 the day of receipt, and others days immediately following.
14 We processed the checks in these ways in order to make it
15 appear that they were cashed on different days or at
16 different locations and thereby avoid banking law records
17 requirements.

18 In processing these transactions, I falsified the
19 company check register, which I am required to maintain
20 pursuant to New York State banking laws and regulations.

21 First, the document states that the presenter of
22 the check is the payee of the check, when, in fact, the
23 presenter was Vale.

24 Secondly, entry of the check cashed by a check in
25 the check register of Vale is false, as these checks were

1 brought to and cashed at Vale.

2 Lastly, the dates of these transactions on these
3 reports was frequently false.

4 Khalil was fully aware of these practices. I
5 committed these crimes in order to continue doing business
6 with Khalil.

7 I admit and acknowledge that I committed the crime
8 of falsifying business records in the first degree.

9 THE COURT: Do you understand also that the
10 sentencing in this case will be five years of probation if
11 you comply with the conditions set forth in Paragraph 6, 7
12 and 8 of the agreement?

13 THE DEFENDANT: Yes.

14 THE COURT: You have read the and you understand
15 them?

16 THE DEFENDANT: Yes.

17 THE COURT: Do you understand also when you plead
18 guilty you give up your right to a jury trial, your right
19 to cross examine all witnesses against you, the right to
20 testify or not testify at trial, as you should decide.
21 When you plead guilty, it's the same as if you actually
22 went to trial and a jury found you guilty of this crime
23 which, again, is a Class E felony; do you understand that?

24 THE DEFENDANT: Yes, I do.

25 THE COURT: Also, there is a waiver of appeal

1 here. It's a part of this agreement. It's a separate form
2 which the District Attorney is asking that you sign in
3 connection with this plea.

4 Normally in every criminal case the defendant has
5 a right to appeal from the conviction. Here in exchange
6 for this promise of probation, in exchange for this plea to
7 one charge of the indictment, the defendant is being asked
8 as part of the agreement, separate and a part from all the
9 other rights that he might have that he waives when he
10 pleads guilty, that he sign that waiver of appeal.

11 Defendant has signed it.

12 Counsel, you went over that with him?

13 MR. GARUFI: Yes, your Honor.

14 THE COURT: And the plea is otherwise acceptable
15 to the court.

16 To the People?

17 MS. RICHARDS: It is, your Honor.

18 THE COURT: Let's adjourn. Again, I understand
19 that one copy of the agreement is going to be placed in the
20 court file.

21 MR. GARUFI: Yes. And we can then adjourn for
22 investigation and sentence. We need about seven or eight
23 weeks, which takes us into maybe June 1 or June 8.

24 MR. GARUFI: Can we go to June 15th.

25 THE COURT: That's fine.

1 MR. GARUFI: I want to make sure that the business
2 is sold. That transaction is completed.

3 THE COURT: June the 15th.

4 MS. RICHARDS: Yes.

5 THE COURT: June 15th. It will be on for
6 investigation and sentence on that date and defendant is
7 out on bail.

8 Bail is continued.

9 June 15th.

10 MR. GARUFI: Should he report to the Probation
11 Department?

12 THE COURT: Yes.

13 ***

14 Certified to be a true and accurate transcription
15 of the minutes taken in the above-captioned matter.

16

17 *Theresa Magniccari*

18 -----

19 Theresa Magniccari

20 Senior Court Reporter

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PX-22

Proceedings

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK:CRIMINAL TERM

PART: 94

-----X
THE PEOPLE OF THE STATE OF NEW YORK

Indictment
No. 6044/07

-against-

ANTHONY MARSHALL and FRANCIS MORRISSEY,

Defendants.

-----X

100 Centre Street
New York, NY 10013

April 27, 2009

BEFORE: HONORABLE A. KIRKE BARTLEY, JR., JUSTICE

A P P E A R A N C E S:

For the People:

ROBERT M. MORGENTHAU, ESQ.
District Attorney, New York County
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New York, NY 10013
BY: JOEL SEIDEMANN, ESQ.
ELIZABETH LOEWY, ESQ.
PEIRCE R. MOSER, ESQ.

For the Defendant Marshall:

HAFETZ & NECHELES
500 Fifth Avenue
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BY: FREDERICK P. HAFETZ, ESQ.

DAVIS WRIGHT TREMAINE, LLP
1633 Broadway
New York, NY 10019-6708
BY: JOHN R. CUTI, ESQ.

(Continued)

Laurie Eisenberg, CSR, RPR

<p style="text-align: right;">Page 2</p> <p>1 Proceedings</p> <p>2</p> <p>3 WARNER PARTNERS, P.C.</p> <p>4 950 Third Avenue</p> <p>5 New York, NY 10022</p> <p>6 BY: KENNETH E. WARNER, ESQ.</p> <p>7</p> <p>8 For the Defendant Morrissey:</p> <p>9</p> <p>10 THOMAS P. PUCCIO, ESQ.</p> <p>11 230 Park Avenue</p> <p>12 Suite 301</p> <p>13 New York, NY 10169</p> <p>14</p> <p>15 LAURIE EISENBERG, C.S.R., R.P.R.</p> <p>16 DENISE PATERNOSTER, R.P.R.</p> <p>17 Senior Court Reporters</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 Laurie Eisenberg, CSR, RPR</p> <p>24</p> <p>25 Senior Court Reporter</p> <p>26</p> <p>27</p> <p>28</p>	<p style="text-align: right;">Page 4</p> <p>1 (Whereupon, the jurors and the</p> <p>2 alternate jurors enter the courtroom and are</p> <p>3 properly seated).</p> <p>4 COURT OFFICER: Jurors, these will</p> <p>5 be your seats throughout the remainder of the</p> <p>6 trial.</p> <p>7 THE CLERK: This is case on trial.</p> <p>8 Defendants, counsels, district</p> <p>9 attorneys and all sworn jurors are present and</p> <p>10 properly seated.</p> <p>11 THE COURT: Good morning, ladies and</p> <p>12 gentlemen.</p> <p>13 THE JURORS: Good morning.</p> <p>14 THE COURT: I think, if memory</p> <p>15 serves, this is the first time I've seen you</p> <p>16 all together at the same time.</p> <p>17 These will be your permanent seats,</p> <p>18 as the court officer suggested. I suspect you</p> <p>19 will become rather familiar with those seats.</p> <p>20 If at any time during the course of</p> <p>21 the trial you have any difficulty in seeing or</p> <p>22 hearing any of the attorneys or the testimony</p> <p>23 or anything, just raise your hand, and we'll</p> <p>24 make efforts to assure that you can see.</p> <p>25 I make mention at this point,</p> <p>Laurie Eisenberg, CSR, RPR</p> <p>26</p> <p>27</p> <p>28</p>
<p style="text-align: right;">Page 3</p> <p>1 THE CLERK: Case on trial.</p> <p>2 Defendants, counsel, district</p> <p>3 attorneys are present.</p> <p>4 THE COURT: Are there any</p> <p>5 preliminary matters before we begin?</p> <p>6 MS. LOEWY: Your Honor, may we</p> <p>7 approach?</p> <p>8 THE COURT: Yes.</p> <p>9 (Whereupon, an off-the-record bench</p> <p>10 conference was held)</p> <p>11 THE COURT: It would seem now that</p> <p>12 we have no preliminary matters, other than</p> <p>13 those discussed at the bench?</p> <p>14 MR. SEIDEMANN: That's right, Your</p> <p>15 Honor.</p> <p>16 MR. HAFETZ: That's right.</p> <p>17 THE COURT: I suspect in that case,</p> <p>18 we are ready for the jury, in a case that was</p> <p>19 scheduled to begin on January 15th, it now</p> <p>20 being on the doorstep of May, I suspect.</p> <p>21 I don't know whether I should be</p> <p>22 chagrined or elated.</p> <p>23 In any event, we will move forward.</p> <p>24 I will ask the jury be brought out,</p> <p>25 please.</p> <p>Laurie Eisenberg, CSR, RPR</p> <p>26</p> <p>27</p> <p>28</p>	<p style="text-align: right;">Page 5</p> <p>1 likewise, that the fact that there are cameras</p> <p>2 in the courtroom, the cameras will not be</p> <p>3 photograph you. I give you my assurance with</p> <p>4 respect to that.</p> <p>5 And in point of fact, I am going to</p> <p>6 ask any members of the press, please, to have</p> <p>7 no contact whatsoever with the jurors or</p> <p>8 alternate jurors in this case. As I'm sure they</p> <p>9 would not.</p> <p>10 So, we are now moving on to the next</p> <p>11 stage of the trial.</p> <p>12 The trial actually began with the</p> <p>13 selection of the jurors. And you will note that</p> <p>14 there are eighteen of you seated in the jury</p> <p>15 box. Twelve -- the first twelve selected are</p> <p>16 the principal jurors in the case. The other six</p> <p>17 jurors are the alternate jurors in the case.</p> <p>18 With respect to the jurors who are</p> <p>19 serving in the alternate positions, let me say</p> <p>20 this to you, two things: Firstly, as you can</p> <p>21 well imagine, in a trial the length that we</p> <p>22 envision this trial to be, it is quite likely</p> <p>23 that one or more or, perhaps, even all of you</p> <p>24 will be substituted into the place of one of</p> <p>25 the other jurors, because, obviously, we -- our</p> <p>Laurie Eisenberg, CSR, RPR</p> <p>26</p> <p>27</p> <p>28</p>

<p style="text-align: right;">Page 17194</p> <p>1 owned by Brooke Astor, and the value of which 2 exceeded \$50,000; specifically, a work of 3 other the Giovanni Domenico Tiepolo called 4 Dancing Dogs With Musicians And Bystanders. 5 Count 18, alleges that from on or 6 about June 20, 2006, to on or about October 7 23, 2006, defendant, Anthony Marshall, 8 knowingly possessed stolen property owned by 9 Brooke Astor, the value of which exceeded 10 \$50,000; specifically a work of art by John 11 Frederick Lewis called Scene with Two Camels 12 and A Man or A Bedouin with Two Camels. 13 As to each of these allegations I 14 just described, in order for you to find the 15 defendant guilty of criminal possession of 16 stolen property in the second degree, the 17 People are required to prove from all the 18 evidence in the case beyond a reasonable 19 doubt each of the following three elements: 20 One, that during the specified time 21 period in the County of New York, the 22 defendant, Anthony Marshall, knowingly 23 possessed stolen property. 24 Two, that the defendant did so with 25 the intent to benefit himself or a person</p> <p>26 27 28 29</p>	<p style="text-align: right;">Page 17196</p> <p>1 or to aid or conceal the commission thereof, 2 that person makes or causes a false entry in 3 the business records of an enterprise. 4 Count three alleges that with intent 5 to defraud -- excuse me, count three alleges 6 that with intent to defraud that includes an 7 intent to commit another crime, or to aid or 8 conceal in the commission thereof, Mr. 9 Marshall made or caused a false entry in the 10 business records of Samuel Cohen & Company; 11 specifically, the booking of a \$757,320 12 transfer of Brooke Astor's funds as a 13 personal expense when, in fact, it was 14 transferred as a gift. 15 Some of the terms used in this 16 definition have their own special meaning in 17 our law. I will now give you the meaning of 18 the following terms: Enterprise, business 19 record, intent. 20 Enterprise means any entity of one or 21 more persons, corporate or otherwise, public 22 or private, engaged in business, commercial 23 or professional, industrial, eleemosynary, 24 social, political or governmental activity. 25 Business record means any writing or</p> <p>26 27 28 29</p>
<p style="text-align: right;">Page 17195</p> <p>1 other than an owner of such property or to 2 impede the recovery of such property by an 3 owner. 4 And, three, that the value of such 5 stolen property exceeded \$50,000. 6 Therefore, for each of these 7 counts, if you find the People have proven 8 beyond a reasonable doubt each of those 9 elements, you must find the defendant guilty 10 of the crime of criminal possession of stolen 11 property in the second degree. 12 On the other hand, as to each count, 13 if you find the People have not proven beyond 14 a reasonable doubt any one or more of those 15 elements, you must find the defendant not 16 guilty of the crime of criminal possession of 17 stolen property in the second degree. 18 The third count charges Anthony 19 Marshall with falsifying business records in 20 the first degree. Mr. Morrissey is not 21 charged in this count. 22 Under our law, a person is guilty of 23 falsifying business records in the first 24 degree when, with intent to defraud that 25 includes an intent to commit another crime,</p> <p>26 27 28 29</p>	<p style="text-align: right;">Page 17197</p> <p>1 article, including computer data or a 2 computer program, kept or maintained by an 3 enterprise for the purpose of evidencing or 4 reflecting its condition or activity. 5 Intent means conscious objective or 6 purpose. Thus, a person acts with intent to 7 defraud when his conscious objective or 8 purpose is to do so. 9 In this case, intent to defraud that 10 includes an intent to commit another crime or 11 to aid or conceal the commission thereof 12 means a conscious objective or purpose to 13 falsify the business records in order to 14 commit the specified crime or to aid or 15 conceal the commission thereof. 16 With respect to the other crimes you 17 may consider, I instruct you that it is a 18 crime for any person to willfully attempt in 19 any manner to evade or defeat any tax imposed 20 by the Federal Internal Revenue Code, or 21 the payment thereof or willfully make and 22 subscribe any return, statement or other 23 document which contains or is verified by a 24 written declaration that is made under the 25 penalties of perjury, and which he does not</p> <p>26 27 28 29</p>

<p style="text-align: right;">Page 17198</p> <p>1 believe to be true and correct as to every 2 material matter. 3 You do not have to be unanimous as to 4 the particular crime that the defendant 5 intended to commit or to aid or conceal in 6 the commission thereof. 7 But, in order to convict the 8 defendant of falsifying business records in 9 the first degree, you must unanimously 10 conclude that the People have proven beyond a 11 reasonable doubt that the defendant's 12 fraudulent intent included an intent to 13 commit another crime or to aid or conceal in 14 the commission thereof. 15 In order for you to find the 16 defendant guilty of this crime, the People 17 are required to prove from all the evidence 18 in the case beyond a reasonable doubt, each 19 of the following two elements: 20 That on or about September 30, 2003, 21 in the County of New York, the defendant, 22 Anthony Marshall, made or caused a false 23 entry in the business records of an 24 enterprise, to wit: Samuel Cohen & Company. 25 And, two, that the defendant did so</p> <p>26 27 28 29</p>	<p style="text-align: right;">Page 17200</p> <p>1 the first degree, when knowing that a written 2 instrument contains a false statement or 3 false information, and with the intent to 4 defraud the state of any political 5 subdivision, a public -- excuse me -- and 6 with the intent to defraud the state or any 7 political subdivision, public authority or 8 public benefit corporation of the state, he 9 offers or presents it to a public office, 10 public servant, public authority or public 11 benefit corporation with the knowledge or 12 belief that it will be filed with, registered 13 or recorded in or otherwise become part of 14 the records of such public office, public 15 servant, public authority or public benefit 16 corporation. 17 Now, some of the terms used in this 18 definition have their own special meaning. I 19 will now give you the meaning of the 20 following terms: Written instrument, intent 21 and public servant. 22 Written instrument means any 23 instrument, article, including computer data 24 or computer program, containing written or 25 printed matter or the equivalent thereof,</p> <p>26 27 28 29</p>
<p style="text-align: right;">Page 17199</p> <p>1 with intent to defraud that included an 2 intent to commit another crime or to aid or 3 conceal in the commission thereof. 4 Therefore, if you find that the 5 People have proven beyond a reasonable doubt 6 both of those elements, you must find the 7 defendant guilty of the crime of falsifying 8 business records in the first degree as 9 charged in the third count. 10 On the other hand, if you find that 11 the People have not proven beyond a 12 reasonable doubt either one or both of those 13 elements, you must find the defendant not 14 guilty of the crime of falsifying business 15 records in the first degree as charged in the 16 third count. 17 Now, counts four and eleven charge 18 the defendant, Anthony Marshall, with 19 offering a false instrument for filing in the 20 first degree. 21 Mr. Morrissey is not charged in 22 either count of offering a false instrument 23 for filing in the first degree. 24 Now, under our law a person is guilty 25 of offering a false instrument for filing in</p> <p>26 27 28 29</p>	<p style="text-align: right;">Page 17201</p> <p>1 used for the purpose of reciting, embodying, 2 conveying or recording information, or 3 constituting a symbol or evidence of value, 4 right, privilege or identification, which is 5 capable of being used to the advantage or 6 disadvantage of some person. 7 Intent means conscious objective or 8 purpose. Thus, a person acts with intent to 9 defraud the state when that person's 10 conscience objective or purpose is to defraud 11 the state. 12 More specifically, a person acts with 13 intent to defraud the state, when he intends 14 for the state to rely and to act upon the 15 false statement or information contained in 16 the written instrument. 17 Public servant means any public 18 officer or employee of the state, or of any 19 public -- excuse me, political subdivision 20 thereof, or of any governmental 21 instrumentality within the state, or any 22 person exercising the functions of any such 23 public officer or employee. 24 Under our law the Supreme Court of 25 the State of New York and the Surrogate's</p> <p>26 27 28 29</p>

Exhibits to People's Opposition to Defendant's
Omnibus Motions (Nov. 9, 2023)

PX-23



AMENDED DEFERRED PROSECUTION AGREEMENT

Defendant Standard Chartered Bank ("SCB"), by its undersigned and authorized representatives, hereby enters into this Amended Deferred Prosecution Agreement (the "Agreement") with the District Attorney of the County of New York ("DANY"). SCB agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice, Criminal Division, Money Laundering and Asset Recovery Section, and the United States Attorney's Office for the District of Columbia (collectively, the "United States").

Background

On December 10, 2012, DANY and SCB entered into a Deferred Prosecution Agreement for a term of two years with an attached Factual Statement (the "2012 DPA"). As a result of the 2012 DPA, SCB agreed that the Factual Statement established that SCB knowingly and willfully violated New York State Penal Law § 175.10.

DANY subsequently obtained new information through an unrelated investigation relating to possible additional historical violations of New York State laws, U.S. sanctions laws, and regulations by SCB, which took place after the time period specified in the Factual Statement incorporated into the 2012 DPA. On December 9, 2014, the parties amended the 2012 DPA, extending its term for an additional three years to allow SCB additional time to demonstrate fulfillment of its obligations under the 2012 DPA and to allow DANY additional time to investigate possible additional violations of New York State law (the "2014 Amendment"). The 2014 Amendment also required SCB to retain an

independent compliance monitor. The parties entered into four subsequent amendments further extending the term of the 2012 DPA through April 10, 2019.

DANY and SCB hereby enter into this amended Agreement superseding in its entirety the 2012 DPA, as amended. The terms and conditions of the Agreement are as follows:

Acceptance of Responsibility

1. As a result of SCB's conduct as set forth in the Statement of Facts, DANY has determined that it could initiate a criminal prosecution against SCB pursuant to New York State Penal Law §§ 175.10 and 105.05 and a forfeiture action against certain funds currently held by SCB, and that such funds would be forfeitable under New York State law. Moreover, should DANY institute a prosecution under this Agreement SCB: (a) knowingly waives all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution and New York State Criminal Procedure Law § 30.30; and (b) knowingly waives any objection with respect to venue to any charges by DANY arising out of the conduct described in the Factual Statement attached hereto as Exhibit A (the "2012 Factual Statement") and the Supplemental Factual Statement attached hereto as Exhibit B, both of which are incorporated herein by reference (collectively, the "Factual Statements"), and consents to the filing of an accusatory instrument, as provided under the terms of this Agreement, in the County and State of New York.

2. SCB admits, accepts, and acknowledges responsibility for its conduct and that of its officers, directors, employees and agents as set forth in the Factual Statements, and that the allegations described in the Factual Statements are true and accurate. If DANY, pursuant to Paragraphs 25 through 29 of this Agreement, pursues a prosecution that is deferred by this Agreement, SCB stipulates to the admissibility of the Factual Statements, or any other documents provided by SCB to DANY in the course of the investigation that is the subject of this Agreement, in any such proceeding,

including any trial, guilty plea, civil forfeiture proceeding, or sentencing proceeding, and will not contradict anything in the Factual Statements at any such proceeding.

3. SCB agrees that it shall in all respects comply with its obligations in this Agreement and in the Deferred Prosecution Agreement it has entered into with the United States. A violation of SCB's obligations in its Deferred Prosecution Agreement with the United States may be deemed a violation of this Agreement, at the sole discretion of DANY.

Term of the Agreement

4. This Agreement is effective for a period beginning on the date on which the 2012 DPA was signed and ending on April 9, 2021 (the "Term"). SCB agrees, however, that, in the event DANY determines, in its sole discretion, that SCB has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of SCB's obligations under this Agreement, an extension or extensions of the Term may be imposed by DANY, in its sole discretion, for up to a total additional time period of one year, without prejudice to DANY's right to proceed as provided in Paragraphs 25 through 29 below. Any extension of the Term extends all terms of this Agreement, for an equivalent period. Conversely, in the event DANY finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Paragraph 18, and that the other provisions of this Agreement have been satisfied, the Term may be terminated early.

Relevant Considerations

5. DANY enters into this Agreement based on the individual facts and circumstances presented by this case and SCB, including:

(a) SCB did not voluntarily and timely disclose to DANY the conduct described in the Supplemental Factual Statement attached hereto as Exhibit B prior to commencement in 2013 of the investigation into potential additional sanctions violations following the 2012 DPA;

(b) the nature and seriousness of the offense conduct, which involved SCB's falsification of business records and export of U.S. financial services to Iran and other sanctioned countries in violation of U.S. economic sanctions laws and regulations;

(c) SCB's history of criminal conduct involving the falsification of business records and the illegal export of U.S. financial services to sanctioned countries, including Iran, as reflected in the 2012 DPA;

(d) SCB's inadequate disclosure to DANY prior to entering into the 2012 DPA of known deficiencies in SCB's sanctions compliance program that allowed customers to order U.S. dollar transactions through payment instructions initiated from sanctioned countries, including Iran;

(e) SCB's willingness to acknowledge and accept responsibility under the laws of New York State and the United States for the actions of its officers, directors, employees and agents as alleged in the Factual Statements;

(f) SCB's willingness to take disciplinary action against employees who were involved in the conduct;

(g) SCB's provision to DANY of all relevant facts known to it, including information about the culpable individuals involved in the conduct described in the attached Factual Statements, which expanded and advanced DANY's investigation;

(h) SCB's commitment to continue its cooperation with DANY as set forth in Paragraphs 6 and 7;

(i) SCB's remediation efforts to date, including SCB's comprehensive improvement of its U.S. economic sanctions compliance program, including, but not limited to, the following remedial steps taken by SCB: forming a special board committee with responsibility for overseeing SCB's overall financial crime compliance program; implementing additional and more rigorous U.S. sanctions policies and procedures, including numerous controls recommended by the

independent compliance monitor imposed under the 2014 DPA Amendment; hiring new senior leadership and staff in its legal and financial crime compliance functions; certifying that it has trained relevant employees on complying with U.S. economic sanctions laws and regulations; implementing additional measures to block payment instructions from countries subject to U.S. sanctions laws and regulations; providing compliance training programs for SCB's global correspondent banking clients; upgrading its customer due diligence, transaction screening, and other compliance tools and technology; and improving its ability to assess and measure its sanctions compliance risk, to ensure its U.S. economic sanctions compliance program is effective;

(j) SCB's agreement to continue to improve its sanctions and Bank Secrecy Act and Anti-Money Laundering ("BSA/AML") compliance programs as set forth in Paragraphs 18 and 19 and to undertake additional compliance reporting obligations set forth in Paragraphs 20 through 22;

(k) SCB's work in devising, implementing, and supporting new models of industry collaboration and public-private partnerships to detect and prevent financial crime;

(l) SCB's cooperation with this investigation, pursuant to the terms of the 2012 DPA, including by conducting a thorough internal investigation, voluntarily making foreign-based employees available for interviews, producing documents and evidence to DANY from foreign countries, and collecting, and translating voluminous evidence and information for DANY which met and exceeded the cooperation that was required under the 2012 DPA; and

(m) SCB's certification, through its Chief Executive Officer and Global Co-Head of Financial Crime Compliance that, in good faith reliance on information provided to the Chief Executive Officer and Global Co-Head of Financial Crime Compliance by key employees within SCB, based upon their information and belief, SCB has disclosed to the Offices all potential circumvention of U.S. economic sanctions of which they are aware as required by paragraph 5(e) of the 2012 DPA,

no matter how preliminary the evidence, between entering into the 2012 DPA and the date of the execution of this Agreement.

Future Cooperation and Disclosure Requirements

6. SCB shall cooperate fully with DANY in any and all matters within the scope of or related to the Factual Statements and any other conduct under investigation by DANY, at any time during the Term, subject to applicable laws and regulations, until the date upon which all investigations and prosecutions arising out of such conduct are concluded, whether or not those investigations and prosecutions are concluded within the Term specified in Paragraph 4. At the request of DANY, SCB shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of SCB, or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters within the scope of or related to the Factual Statements or any other conduct under investigation by DANY at any time during the Term of this Agreement, subject to all applicable laws and regulations. SCB's cooperation pursuant to this paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, SCB must provide to DANY a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and SCB bears the burden of establishing the validity of any such assertions. SCB agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

(a) SCB shall truthfully disclose all factual information with respect to its activities, those of its parent company and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which SCB has any knowledge or about which DANY may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of SCB to provide to

DANY, upon request, any document, record or other tangible evidence about which DANY may inquire of SCB within the scope of or related to the Factual Statements or any other conduct DANY investigates relating to SCB.

(b) Upon request of DANY, SCB shall designate knowledgeable employees, agents or attorneys to provide to DANY the information and materials described in Paragraph 6(a) above on behalf of SCB. It is further understood that SCB must at all times provide complete, truthful, and accurate information.

(c) SCB shall use its best efforts to make available for interviews or testimony, as requested by DANY, present or former officers, directors, employees, agents and consultants of SCB. This obligation includes, but is not limited to, sworn testimony before a state grand jury or in state trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this paragraph shall include identification of witnesses who, to the knowledge of SCB, may have material information regarding the matters under investigation.

(d) With respect to any information, testimony, documents, records or other tangible evidence provided to DANY pursuant to this Agreement, SCB consents to any and all disclosures to other governmental authorities, including New York State authorities, United States authorities and those of a foreign government of such materials as DANY, in its sole discretion, shall deem appropriate.

(e) SCB shall provide information, materials, and testimony as necessary or requested to identify or to establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or judicial proceeding.

7. In addition to the obligations in Paragraph 6, during the Term, should SCB's board of directors, officers, senior management or legal and compliance personnel learn of non-frivolous evidence or allegations of any potential violation of New York State law concerning the falsification

of business records, or U.S. economic sanctions laws or regulations, by SCB or any of its employees acting within the scope of their employment, SCB shall promptly report such evidence or allegations to DANY. Nothing in this Agreement shall be construed to require SCB to produce any information, documents, records or tangible evidence that are protected by the attorney-client privilege, the work product doctrine, or other applicable confidentiality, criminal, or data protection laws, or are subject to the rules and regulations of SCB's regulators regarding the disclosure of confidential supervisory information, or to otherwise take any steps in violation of any applicable laws and regulations.

Payment of Monetary Penalty

8. SCB hereby expressly agrees to settle and does settle any and all criminal and forfeiture claims presently held by DANY against funds that would be forfeitable under New York State law as described in Paragraph 1, for the sum of \$720,000,000 (the "Settlement Amount"). SCB has also agreed to pay monetary penalties in connection with concurrent regulatory actions, including: (a) a \$163,687,500 monetary penalty imposed by the Board of Governors of the Federal Reserve System ("FRB"); (b) a \$180,000,000 monetary penalty imposed by the New York Department of Financial Services ("NYDFS"); and (c) a GBP 102,163,200 monetary penalty imposed by the United Kingdom's Financial Conduct Authority ("FCA"). DANY agrees that \$135,579,680 in regulatory monetary penalties paid by SCB shall be credited against the Settlement Amount for a total to be paid under the Settlement Amount of \$584,420,320. Of this amount, \$292,210,160 will be paid directly to DANY in full settlement of SCB's financial obligations to DANY pursuant to this Agreement, to be distributed by DANY pursuant to New York State law. DANY also agrees that the payment made by SCB in connection with its concurrent settlement of the related criminal action brought by the United States in the amount of \$292,210,160 shall be credited against the Settlement Amount.

9. SCB and DANY agree that the Settlement Amount is appropriate given the facts and circumstances of this case, including the nature and seriousness of SCB's conduct and SCB's prior

history of falsification of business records and sanctions violations. SCB agrees that the facts contained in the Supplemental Factual Statement attached as Exhibit B establish that the Settlement Amount is subject to forfeiture to DANY. SCB agrees that, in the event the funds used to pay the Settlement Amount are not directly traceable to or involved in transactions processed by SCB and its subsidiaries in violation of New York State law, the monies used to pay the Settlement Amount shall be considered substitute *res* for the purposes of forfeiture to DANY, and SCB releases any and all claims it may have to such funds. The parties to this Agreement agree that the Settlement Amount will fully satisfy all claims presently held by DANY within the scope of or described in the Supplemental Factual Statement or disclosed by SCB or its subsidiaries or affiliates to DANY during the course of DANY's investigation (the "Investigation") and prior to the execution of this Agreement. SCB shall wire-transfer \$292,210,160 plus any associated transfer fees to an account designated by DANY within five (5) business days of the signing of this Agreement.

10. The \$720,000,000 Settlement Amount is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by DANY that the \$720,000,000 is the maximum Settlement Amount that may be imposed in any future prosecution, and DANY is not precluded from arguing in any future prosecution that the Court should impose a higher fine, although DANY agrees that under those circumstances, it will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment relating to the conduct described in the Factual Statements. SCB releases any and all claims it may have to such funds, and further certifies that it passes clean title to these funds, which are not the subject of any lien, security agreement or other encumbrance. Transferring encumbered funds or failing to pass clean title to the funds in any way will be considered a breach of this

Agreement. SCB shall indemnify DANY for any costs DANY incurs associated with the passing of clean title to the funds.

11. SCB agrees that the Settlement Amount shall be treated as a penalty to be paid to DANY for all purposes, including all tax purposes. SCB agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or forfeiture paid pursuant to this Agreement.

12. By this agreement, SCB expressly waives any constitutional, statutory, or other challenge to the forfeited funds that constitute the Settlement Amount, including that the forfeiture constitutes an excessive fine, forfeiture, or punishment, and consents to the forfeiture of the Settlement Amount to DANY. SCB agrees that it will not file a claim with the Court or otherwise contest the forfeiture of the Settlement Amount and will not assist or direct a third party in asserting any claim to the Settlement Amount.

13. SCB agrees to execute any additional documents as necessary for DANY to complete the forfeiture of the funds used to pay the Settlement Amount, including any forms evidencing SCB's consent to forfeiture and waiver of timely notice.

14. The Settlement Amount paid is final and shall not be refunded should DANY later determine that SCB has breached this Agreement and commence a prosecution against SCB. In the event of a breach of this Agreement and subsequent prosecution, DANY may pursue additional civil and criminal forfeiture in excess of the Settlement Amount. DANY agrees that in the event of a subsequent breach and prosecution relating to the conduct set forth in the Factual Statements, DANY will recommend to the Court that the amounts paid pursuant to this Agreement be offset

against whatever fine or forfeiture the Court shall impose as part of its judgment. SCB understands that such a recommendation will not be binding on the Court.

15. Upon transfer of \$292,210,160 to DANY, SCB shall release any and all claims it may have to such funds and execute such documents as are necessary to accomplish the forfeiture. SCB agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Settlement Amount, or any other action or motion seeking to collaterally attack the forfeiture of the Settlement Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

16. As a result of SCB's conduct as set forth in the 2012 Factual Statement attached as Exhibit A, the parties agreed on December 10, 2012, pursuant to the 2012 DPA, that DANY could institute a forfeiture action against certain funds held by SCB and that such funds were forfeitable. SCB acknowledged that at least \$227,000,000 was involved in transactions described in the 2012 Factual Statement, and that such conduct violated New York State law. In lieu of a criminal prosecution and related forfeiture, SCB agreed to pay to DANY the sum of \$227,000,000 (the "2012 Forfeiture Amount"), and SCB released any and all claims it may have had to such funds. SCB's obligations under the 2012 DPA with respect to the 2012 Forfeiture Amount have been fully satisfied as of the execution of this Agreement.

Conditional Release from Liability

17. Subject to Paragraphs 25 through 29, DANY agrees, except as provided in this Agreement, that it shall not seek to prosecute SCB or any of its corporate parents, subsidiaries, affiliates, successors, predecessors, and assigns for any act relating to any of the conduct described in the Factual Statements or the April 9, 2019 settlement agreement between SCB and the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC"), as described in Paragraph 18(g) below. DANY, however, may use any information related to the conduct described in the

attached Factual Statements against SCB: (a) in a prosecution for perjury or obstruction of governmental administration; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; (d) in a prosecution or other proceeding relating to any additional violation of U.S. sanctions or the bank's BSA/AML compliance program; or (e) in a prosecution related to the offering a false instrument for filing or falsification of business records.

(a) This Agreement does not provide any protection for any criminal or civil case against SCB that is not related to the conduct described in the Factual Statements or the April 9, 2019 settlement agreement between SCB and OFAC, as described in Paragraphs 18(g) below.

(b) In addition, this Agreement does not provide any protection against any prosecution of any individuals, regardless of their affiliation with SCB.

(c) In addition, this Agreement does not provide any protection against prosecution for any future conduct by SCB.

Corporate Compliance Program

18. SCB represents that it has implemented and will continue to implement a compliance program designed to prevent and detect violations of U.S. economic sanctions laws and regulations, including IEEPA, throughout its operations, including the operations of SCB's subsidiaries, affiliates, and majority-owned or controlled joint ventures whose operations include managing client accounts for clients subject to sanctions administered by OFAC, processing payments denominated in U.S. dollars ("USD"), and directly or indirectly supervising such operations. In order to address any deficiencies in its sanctions compliance program, SCB represents that it has undertaken, and will continue to undertake in the future, the following sanctions compliance obligations:

(a) To the extent not prohibited by applicable law, continue to apply the OFAC Specially Designated Nationals and Blocked Persons list to USD transactions, the acceptance of customers, and all USD cross-border Society for Worldwide Interbank Financial Telecommunications

("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds;

(b) Continue to not knowingly undertake any USD cross-border electronic funds transfer or any other USD transaction for, on behalf of, or in relation to any person or entity resident or operating in, or the governments of, Iran, North Korea, Syria, Cuba, Crimea, or Zimbabwe that is prohibited by U.S. law or OFAC regulations;

(c) Continue to complete global sanctions training, covering United States, United Nations, and European Union sanctions and trade control laws for all employees (1) involved in the processing or investigation of USD payments and all employees and officers who directly or indirectly supervise these employees; (2) involved in execution of USD denominated securities trading orders and all employees and officers who directly or indirectly supervise these employees; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., E.U. or U.N. sanctions, including the execution of cross-border payments;

(d) Continue to apply its written policy requiring the use of the SWIFT Message Type MT 202COV bank-to-bank payment messages where appropriate under SWIFT Guidelines;

(e) Continue to apply and implement compliance procedures and training designed to ensure that the SCB compliance officer in charge of sanctions is made aware in a timely manner of attempts by any person or entity (including, but not limited to, SCB's employees, customers, financial institutions, companies, organizations, groups or persons) to circumvent or evade U.S. sanctions laws, including, but not limited to, circumvention attempts involving deceptive business practices, suspected Iranian front companies or undisclosed money service businesses, or any other infiltration attempts. SCB's Global Co-Head of Financial Crime Compliance, or his or her designee, shall report to the United States, as part of the Quarterly Reports required by Paragraph 20, the name and contact

information, if available to SCB, of any entity that makes such an attempt, subject to applicable laws and regulations;

(f) Maintain the electronic database of SWIFT payment messages and all documents and materials produced by SCB to DANY as part of this investigation relating to USD payments processed during the period from 2001 through 2011 in electronic format for the Term of this Agreement;

(g) Abide by any and all requirements of the Settlement Agreements, dated April 9, 2019, by and between OFAC and SCB regarding remedial measures or other required actions;

(h) Abide by any and all requirements of the Cease and Desist Order, dated April 9, 2019, by and between the Board of Governors of the Federal Reserve System ("FRB") and SCB regarding remedial measures or other required actions;

(i) Abide by any and all requirements of the Consent Order, April 9, 2019, by and between the New York Department of Financial Services ("NYDFS") and SCB regarding remedial measures or other required actions;

(j) SCB shall share with DANY any reports, disclosures, or information that SCB, by the terms of the settlement agreements and orders referenced in Paragraphs 18(g) through 18(i) of this Agreement, is required to provide to OFAC, FRB, and NYDFS, subject to the rules and regulations of SCB's regulators regarding the disclosure of confidential supervisory information. SCB further agrees that any independent compliance consultant or monitor imposed by FRB or NYDFS shall, at SCB's expense, and with the consent of the FRB and/or NYDFS, submit to DANY any report that it submits to FRB or NYDFS.

(k) Within thirty (30) days of the execution date of this Agreement, SCB shall notify employees with responsibility for sanctions and BSA/AML compliance of SCB compliance obligations under this Agreement and the criminal conduct admitted to in the Factual Statements and

shall certify to DANY in SCB's first Quarterly Report (as required by Paragraph 20) that such notification has been completed and shall provide DANY with a copy of such notice.

19. With respect to BSA/AML compliance, SCB shall continue its ongoing efforts to implement and maintain an effective BSA/AML compliance program in accordance with the requirements of the BSA and the directives and orders of any United States regulator of SCB or its affiliates. In order to demonstrate its continued commitment to improving its financial crime compliance, SCB agrees to continue its implementation of an upgraded AML transaction monitoring system in its international clearing hubs, and SCB shall document the effective implementation and configuration of the system and provide such documentation to DANY.

Corporate Compliance Reporting

20. For the Term, SCB shall provide DANY with quarterly reports within thirty (30) days after the end of each calendar quarter ("Quarterly Reports") describing the status of SCB's continued improvements to its sanctions or BSA/AML compliance programs as required by Paragraphs 18 and 19 of this Agreement, the regulator settlements described in Paragraphs 18(g) through 18(i) above, or by any other consent order, cease-and-desist order, or equivalent order issued by any of its U.S. federal or state regulators. The Quarterly Reports must include specific and detailed accounts of SCB's sanctions and BSA/AML compliance improvements and shall identify any violations of U.S. economic sanctions laws that have come to the attention of SCB's legal and compliance personnel during the reporting period. In the event DANY finds that there exists a change of circumstances sufficient to eliminate the need for any portion of the reporting requirements set forth in this paragraph, DANY may, in its sole discretion, choose to suspend or terminate the reporting requirements in whole or in part. As the reports may include proprietary, financial, confidential, and competitive business information, and as public disclosure could impede government investigations, these reports shall remain non-public except as otherwise agreed to by the parties in writing. DANY

in its sole discretion may determine that disclosure would further the discharge of its duties and responsibilities or is otherwise required by law, and under such circumstances may disclose the reports after providing SCB notice of its intent to disclose (but not the identity of the party to whom the disclosure will be made) and an opportunity to be heard as to any necessary redactions or other concerns.

21. During the Term of this Agreement, DANY, as it deems necessary and upon request to SCB, shall, subject to applicable laws and regulations: (a) be provided by SCB with access to any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or other electronic records, including emails, of SCB and its representatives, agents, affiliates that it controls, and employees, relating to any matters described or identified in the Quarterly Reports; and (b) have the right to interview any officer, employee, agent, consultant, or representative of SCB concerning any non-privileged matter described or identified in the Quarterly Reports.

22. SCB shall notify DANY of any criminal, civil, administrative or regulatory investigation, inquiry, or action, of SCB or its current directors, officers, employees, consultants, representatives, and agents related to SCB's compliance with U.S. economic sanctions laws and regulations, the Bank Secrecy Act or anti-money laundering laws, to the extent permitted by the agency conducting the investigation or action and applicable laws and regulations, including, without limitation, rules and regulations regarding the disclosure of confidential supervisory information. Subject to approval by its regulators, it is understood that SCB shall promptly notify DANY of (a) any deficiencies, failings, or matters requiring attention with respect to SCB's sanctions or BSA/AML compliance program identified in an examination report by any U.S. federal or state regulatory authority within ten (10) business days of approval from the regulator to share such information; and (b) any steps taken or planned to be taken by SCB to address the identified deficiency, failing, or

matter requiring attention. DANY may, in its sole discretion, direct SCB to provide other reports about its sanctions or BSA/AML compliance program as warranted.

No Extension of Independent Compliance Monitor

23. As part of the 2014 Amendment, SCB agreed to retain an independent compliance monitor (the "Monitor") for a term of three years from the date on which the Monitor was retained by SCB. The parties subsequently agreed to extend the Monitor's term through March 31, 2019. Given the progress in SCB's ongoing remediation and compliance efforts, including the comprehensive enhancement of SCB's U.S. economic sanctions compliance program, the parties agree that no further extension of the Monitor's term is necessary.

Deferral of Prosecution

24. In consideration of the undertakings agreed to by SCB herein, including (a) past and future cooperation as described herein; (b) payment of a monetary penalty and forfeiture amounts; and (c) remedial actions to date and the undertakings agreed to by SCB herein, DANY agrees that any prosecution of SCB for the conduct set forth in the Factual Statements be and hereby is deferred for the Term of this Agreement. To the extent there is conduct that does not concern any act within the scope of or related to the Factual Statements or the settlement agreement between SCB and OFAC, , as described in Paragraphs 18(g) above, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

Breach of the Agreement

25. If, during the Term, SCB (a) commits any crime under New York State law; (b) commits any felony under United States federal law; (c) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its certification about disclosure of any circumventions of U.S. economic sanctions known to SCB as of the execution date of this Agreement as set forth in Paragraph 5(m), and disclosure of information about individual

culpability known to SCB as of the date of the signing of this Agreement; (d) fails to cooperate as set forth in Paragraphs 6 and 7 of this Agreement; (e) fails to implement a compliance program as set forth in Paragraph 18; or (f) otherwise fails to completely perform or fulfill each of SCB's obligations under the Agreement, SCB shall thereafter be subject to prosecution for any criminal violation of which DANY has knowledge, including, but not limited to, the conduct alleged in the Factual Statements described in Paragraph 1, which may be pursued by DANY in the County and State of New York. Determination of whether SCB has breached the Agreement and whether to pursue prosecution of SCB shall be in DANY's sole discretion. Any such prosecution relating to the conduct described in the attached Factual Statements or relating to conduct known to DANY prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, subject to any tolling agreements between DANY and SCB, may be commenced against SCB, notwithstanding the expiration of the statute of limitations, between the execution date of this Agreement and the expiration of the Term plus one (1) year. Thus, by signing this Agreement, SCB agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one (1) year. In addition, SCB agrees that the statute of limitations as to any violation of New York State law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which DANY is made aware of the violation or the duration of the Term, plus one (1) year, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations. The parties further understand and agree that the exercise of discretion by DANY under Paragraphs 25 through 29 is not subject to review in any court or tribunal.

26. If DANY determines that SCB has breached any provision of this Agreement, DANY shall provide written notice to SCB's counsel of the alleged breach prior to instituting any prosecution

resulting from such breach. Within thirty (30) days of receipt of such notice, SCB shall have the opportunity to respond to DANY in writing to explain the nature and circumstances of such breach, as well as the actions SCB has taken to address and remediate the situation, which explanation DANY shall consider in determining whether to pursue prosecution of SCB.

27. In the event that DANY determines that SCB has breached this Agreement: (a) all statements made by or on behalf of SCB to DANY, including the attached Factual Statements, and any testimony given by SCB before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by DANY against SCB; and (b) SCB shall not assert any claim that any such statements or testimony made by or on behalf of SCB prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, SCB, will be imputed to SCB for the purpose of determining whether SCB has violated any provision of this Agreement shall be in the sole discretion of DANY.

28. SCB acknowledges that DANY has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if SCB breaches this Agreement and the matter proceeds to judgment. SCB further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

29. No later than ninety (90) days prior to the expiration of the Term of this Agreement, SCB, through its Chief Executive Officer and Global Co-Head of Financial Crime Compliance, will certify to DANY that in good faith reliance on information provided to the Chief Executive Officer and Global Co-head of Financial Crime Compliance by key employees within SCB, and based on their

information and belief, SCB has met its disclosure obligations under Paragraph 7 of this Agreement. Such certification shall be deemed a material statement and representation by SCB to DANY, and it will be deemed to have been made in the County and State of New York.

Sale or Merger of SCB

30. Except as may otherwise be agreed by the parties in connection with a particular transaction, SCB agrees that in the event that, during the Term, it sells, merges, or transfers any business operations or assets that are material to SCB's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the attached Factual Statements, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger or transfer, it shall include in any contract for sale, merger or transfer a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that DANY's ability to declare a breach under this Agreement is applicable in full force to that entity. SCB agrees that the failure to include these provisions in the transaction will make any such transaction null and void. SCB shall provide notice to DANY at least thirty (30) days prior to undertaking any such sale, merger or transfer. DANY shall notify SCB prior to such transaction (or series of transactions) if it determines that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If, at any time during the Term, SCB engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, DANY may deem it a breach of this Agreement pursuant to Paragraphs 25 to 29 of this Agreement. Nothing herein shall restrict SCB from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by DANY.

Public Filing

31. SCB and DANY agree that this Agreement (and its Exhibits) shall be made public.

Public Statements by SCB

32. SCB expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for SCB make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by SCB set forth above or the facts described in the attached Factual Statements. Any such contradictory statement shall, subject to cure rights of SCB described below, constitute a breach of this Agreement, and SCB thereafter shall be subject to prosecution as set forth in Paragraphs 25 through 29 of this Agreement. The decision of whether any public statement by any such person contradicting the acceptance of responsibility by SCB set forth above or in the facts described in the Factual Statements will be imputed to SCB for the purpose of determining whether SCB has breached this Agreement shall be in the sole discretion of DANY. If DANY determines that a public statement by any such person contradicts, in whole or in part, the acceptance of responsibility by SCB set forth above or a statement contained in the Factual Statements, DANY shall so notify SCB, and SCB may avoid a breach of this Agreement by publicly repudiating such statement within five (5) business days after notification. SCB shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Factual Statements provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Factual Statements. This paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of SCB in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of SCB.

33. SCB agrees that if it or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, SCB shall first consult

DANY to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between DANY and SCB; and (b) whether DANY has any objection to the release. Statements by SCB, its direct or indirect subsidiaries, or affiliates at any press conference concerning this matter shall not be inconsistent with such a press release.

34. DANY agrees, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of SCB's cooperation and remediation. By agreeing to provide this information to such authorities, DANY is not agreeing to advocate on behalf of SCB, but rather is agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

35. This Agreement is binding on SCB and DANY, but specifically does not bind the U.S. Department of Justice, other federal agencies, or any state, local or foreign agencies, or any other authorities, although DANY will bring the cooperation of SCB and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by SCB. Nothing in this Agreement restricts in any way the ability of DANY, any federal department or agency, or any state or local government from proceeding criminally, civilly, or administratively, against any current or former directors, officers, employees, or agents of SCB or against any other entities or individuals. The parties to this Agreement intend that the Agreement does not confer or provide any benefits, privileges, immunities, or rights to any other individual or entity other than the parties hereto.

Notice

36. Any notice to DANY under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail addressed to:

Chief of the Investigation Division
New York County District Attorney's Office

1 Hogan Place
New York, NY 10013

with a copy to:

Chief of the Major Economic Crimes Bureau
New York County District Attorney's Office
80 Centre Street
New York, NY 10013

Any notice to SCB under this Agreement shall be given by personal delivery, overnight delivery by recognized delivery service, or registered or certified mail addressed to:

Patricia Sullivan
Global Co-Head, Financial Crime Compliance
Standard Chartered Bank
1 Basinghall Avenue
London GT LON EC2V 5DD, United Kingdom

Notice shall be effective upon actual receipt by DANY or SCB.

Exhibits

37. The Exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth in the Agreement.

Execution in Counterparts

38. This Agreement may be executed in one or more counterparts, each of which shall be considered effective as an original signature. Further, all facsimile and digital images of signatures shall be treated as originals for all purposes. The execution date shall be the last date when all signatories have signed the Agreement.

Complete Agreement

39. This Agreement, including its Exhibits, sets forth all the terms of the Agreement between SCB and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or be binding upon SCB or DANY unless signed by DANY, SCB's attorneys, and a duly authorized

representative of SCB. This Agreement supersedes any prior promises, agreements, or conditions between SCB and DANY. SCB agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this Agreement and it agrees to abide by all terms and obligations of this Agreement as described herein. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by DANY, the attorneys for SCB and a duly authorized representative of SCB.

Acknowledgement on behalf of Standard Chartered Bank ("SCB")

I, Torry Berntsen, Chief Executive Officer and Regional Head CIB, the duly authorized representative of SCB, hereby expressly acknowledge the following: (1) that I have read this entire Agreement as well as the other documents filed herewith, including the Factual Statements; (2) that I have had an opportunity to discuss this Agreement fully and freely with SCB's counsel, Sullivan & Cromwell LLP, and Paul, Weiss, Rifkind, Wharton & Garrison LLP, and Davis Polk & Wardwell LLP; (3) that SCB fully and completely understands each and every one of its terms; (4) that SCB is fully satisfied with the advice and representation provided to it by its counsel, Sullivan & Cromwell LLP, and Paul, Weiss, Rifkind, Wharton & Garrison LLP, and Davis Polk & Wardwell LLP; (5) that I am authorized, on behalf of SCB to enter into this Agreement; and (6) that SCB has signed this Agreement knowingly and voluntarily.

Date: April 8, 2019


By: 

Torry Berntsen
Chief Executive Officer
Americas & Regional Head CIB
Standard Chartered Bank


Acknowledgement by Defense Counsel for Standard Chartered Bank ("SCB")

We, Samuel W. Seymour, H. Christopher Boehning, and Denis J. McInerney, the attorneys representing SCB, hereby expressly acknowledge the following: (1) that we have reviewed and discussed this Agreement with our client; (2) that we have explained fully each of the terms of the Agreement to our client; (3) that we have answered fully each and every question put to us by our client regarding the Agreement; and (4) that we believe our client fully and completely understands all of the Agreement's terms.

April 8, 2019
DATE


Samuel W. Seymour
Nicolas Bourtin
Sullivan & Cromwell LLP

April 8, 2019
DATE


H. Christopher Boehning
Paul, Weiss, Rifkind, Wharton & Garrison LLP

April 8, 2019
DATE


Denis J. McInerney
Davis Polk & Wardwell LLP

NEW YORK COUNTY DISTRICT ATTORNEY'S OFFICE

Date

April 9, 2019

By:

Cyrus Vance

Cyrus R. Vance, Jr.
District Attorney

Assistant District Attorneys:

José A. Fanjul

Kevin Wilson

Garrett Lynch

Christopher Conroy

Michael Sachs

CERTIFICATION

We, Bill Winters and Patricia Sullivan, hereby certify, in good faith reliance on information provided to us by key employees within Standard Chartered Bank ("SCB"), based upon their information and belief, that SCB has disclosed to the United States Department of Justice, Criminal Division, Money Laundering and Asset Recovery Section, the United States Attorney's Office for the District of Columbia, and the District Attorney of the County of New York all potential circumvention of U.S. economic sanctions of which they are aware as required by paragraph 5(e) of SCB's 2012 Deferred Prosecution Agreement (the "2012 DPA"), no matter how preliminary the evidence, between the date in which SCB entered into the 2012 DPA and April 8, 2019.

Date: April 8, 2019

By: _____

Bill Winters
Group Chief Executive
Standard Chartered Bank

Patricia Sullivan
Global Co-Head, Financial Crime Compliance
Standard Chartered Bank

Exhibit A

2012 Factual Statement

EXHIBIT A – FACTUAL STATEMENT

Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreement dated December 7, 2012, between the Criminal Division of the United States Department of Justice, and the United States Attorney's Office for the District of Columbia (collectively, "DOJ") and Standard Chartered Bank ("SCB"), a United Kingdom bank, and between the New York County District Attorney's Office ("DANY") and SCB.

2. Starting in early 2001 and ending in 2007, SCB violated U.S. and New York State laws by illegally sending payments through the U.S. financial system on behalf of entities subject to U.S. economic sanctions. SCB knowingly and willfully engaged in this criminal conduct, which caused both affiliated and unaffiliated U.S. financial institutions to process transactions that otherwise should have been rejected, blocked, or stopped for investigation pursuant to regulations promulgated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC") relating to transactions involving sanctioned countries and parties.¹

3. Further, SCB made statements that were misleading to OFAC in 2003 in the course of explaining why SCB had effected payments that violated U.S. sanctions laws.

4. SCB also provided incomplete information in relation to sanctioned country payments in its submissions and responses to SCB's U.S. bank regulators, the Federal Reserve Bank of New York ("FRBNY") and the New York State Banking Department ("NYSBD"),² during a targeted Bank Secrecy Act/Anti-Money Laundering ("BSA/AML") examination and

¹ In addition to sanctioning individual countries, OFAC publishes a Specially Designated National List. This list includes individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific.

² NYSBD was recently incorporated into the New York Department of Financial Services ("DFS").

look-back review mandated by a written agreement entered into with FRBNY and NYSBD in October 2004. This failure to inform was despite the fact that SCB and the regulators had agreed that financial transactions with OFAC sanctioned entities posed a de facto AML risk.

5. SCB's criminal conduct included, among other things, (i) processing payments through its branches in London ("SCB London") and Dubai ("SCB Dubai") on behalf of sanctioned customers without reference to the payments' origin; (ii) eliminating payment data that would have revealed the involvement of sanctioned countries; and (iii) using alternative payment methods to mask the involvement of sanctioned countries. SCB's unlawful actions, which occurred both inside and outside the United States, caused financial institutions located in the United States to unknowingly provide banking services to sanctioned entities, prevented detection by U.S. regulatory and law enforcement authorities of financial transactions that violated U.S. sanctions, and caused false entries to be made in the business records of financial institutions located in New York, New York.

6. This conduct occurred in various business units within SCB in locations around the world, and certain payment practices were done with the knowledge and approval of senior corporate managers and the legal and compliance departments of SCB.

SCB's Business Organization and Assets

7. SCB was formed in 1969 through the merger of two banks, the Standard Bank of British South Africa and the Chartered Bank of India, Australia and China. SCB is currently one of the world's largest international banks, with over 1,700 branches, offices, and outlets in more than 70 countries. Headquartered in London, SCB has operations in consumer, corporate and institutional banking, and treasury services and operates principally in Asia, Africa, and the Middle East.

8. In 2012, SCB had over \$500 billion in assets. SCB is listed on the London and Hong Kong stock exchanges as well as on the Bombay and National Stock Exchanges in India.

9. Since 1976, SCB has had a license issued by the state of New York to operate as a foreign bank branch in New York, New York ("SCB New York"). The branch provides only wholesale banking services, primarily U.S.-dollar clearing for international wire payments. SCB New York is the seventh largest dollar clearer in the world, clearing approximately 195 billion in U.S. dollar payments per day.

Applicable Law

The Iranian Sanctions

10. On March 15, 1995, President William J. Clinton issued Executive Order No. 12957, finding that "the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States," and declaring "a national emergency to deal with that threat."

11. President Clinton followed this with Executive Order No. 12959, issued on May 6, 1995, which imposed comprehensive trade and financial sanctions on Iran. These sanctions prohibit, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or United States persons, wherever located. This includes persons in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or re-exportation, directly or indirectly, to Iran or the Government of Iran. On August 19, 1997, President Clinton issued Executive Order No. 13059, consolidating and clarifying Executive Order Nos. 12957 and 12959 (collectively, the "Executive Orders"). The Executive Orders authorized the United States Secretary of the

Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transaction Regulations (“ITRs”), 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders.

12. With the exception of certain exempt transactions, the ITRs prohibit, among other things, U.S. depository institutions from servicing Iranian accounts and directly crediting or debiting Iranian accounts. The ITRs also prohibit transactions by any U.S. person who evades or avoids, has the purpose of evading or avoiding, or attempts to evade or avoid the restrictions imposed under the ITRs. The ITRs were in effect at all times relevant to the conduct described below.

13. While the ITRs promulgated for Iran prohibited United States Dollar (“USD”) transactions, they contained a specific exemption for USD transactions that did not directly credit or debit a U.S. financial institution. This exemption is commonly known as the “U-turn exemption.”

14. The U-turn exemption permitted banks to process Iranian USD transactions that began and ended with a non-U.S. financial institution, but were cleared through a U.S. correspondent bank. In a relevant part, the ITR provided that U.S. banks were “authorized to process transfers of funds to or from Iran, or for the direct or indirect benefit of persons in Iran or the Government of Iran, if the transfer . . . is by order of a foreign bank which is not an Iranian entity from its own account in a domestic bank . . . to an account held by a domestic bank . . . for a [second] foreign bank which is not an Iranian entity.” 31 CFR §560.516(a)(1). That is, a U.S. dollar transaction to or for the benefit of Iran could be routed through the U.S. as long as a non-U.S. offshore bank originated the transaction and the transaction terminated with a non-U.S.

offshore bank. These U-turn transactions were only permissible where no U.S. person or entity had direct contact with the Iranian bank or customer and were otherwise permissible (e.g., the transactions were not on behalf of a Specially Designated National, ("SDN")).³

15. Effective November 10, 2008, OFAC revoked the U-turn exemption for Iranian transactions. As of that date, U.S. depository institutions were no longer authorized to process Iranian U-turn payments.

The Libyan Sanctions

16. On January 7, 1986, President Ronald W. Reagan issued Executive Order No. 12543, which imposed broad economic sanctions against Libya. Executive Order No. 12544 followed one day later, which ordered the blocking of all property and interests in property of the Government of Libya. President George H.W. Bush strengthened those sanctions in 1992 pursuant to Executive Order No. 12801. These sanctions remained in effect until September 22, 2004, when President George W. Bush issued Executive Order No. 13357, which terminated the national emergency with regard to Libya and revoked the sanction measures imposed by the prior Executive Orders.

The Sudanese Sanctions

17. On November 3, 1997, President Clinton issued Executive Order No. 13067, which imposed a trade embargo against Sudan and blocked all property and interests in property of the Government of Sudan. President George W. Bush strengthened those sanctions in 2006 pursuant to Executive Order No. 13412 (collectively, the "Sudanese Executive Orders"). The Sudanese Executive Orders prohibited virtually all trade and investment activities between the

³ OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals" or "SDNs."

United States and Sudan, including, but not limited to, broad prohibitions on: (a) the importation into the United States of goods or services from Sudan; (b) the exportation or re-exportation of any goods, technology, or services from the United States or by a United States person to Sudan; and (c) trade- and service-related transactions with Sudan by United States persons, including financing, facilitating, or guaranteeing such transactions. The Sudanese Executive Orders further prohibited “[a]ny transaction by a United States person or within the United States that evades or avoids, has the purposes of evading or avoiding, or attempts to violate any of the prohibitions set forth in [these orders].” With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Sudanese Sanctions generally prohibited the export of services to Sudan from the United States.

The Burmese Sanctions

18. On May 20, 1997, President Clinton issued Executive Order No. 13047, which prohibited both new investment in Burma by U.S. persons and U.S. persons’ facilitation of new investment in Burma by foreign persons.

19. On July 28, 2003, President George W. Bush signed the Burmese Freedom and Democracy Act of 2003 (“BFDA”) to restrict the financial resources of Burma’s ruling military junta, and issued Executive Order No. 13310, which blocked all property and interest in property of other individuals and entities meeting the criteria set forth in that order. President Bush subsequently issued Executive Order Nos. 13448 and 13464, expanding the list of persons and entities whose property must be blocked. Executive Order No. 13310 also prohibited the importation into the United States of articles that are a product of Burma and the exportation or re-exportation to Burma of financial services from the United States, or by U.S. persons,

wherever located. The “exportation or reexportation of financial services to Burma” is defined to include the transfer of funds, directly or indirectly, from the United States.

DOJ Charge

20. DOJ has alleged, and SCB accepts, that its conduct, as described herein, violated Title 18, United States Code, Section 371, by conspiring to violate the International Emergency Economic Powers Act (“IEEPA”), specifically Title 50, United States Code, Section 1705, which makes it a crime to willfully attempt to commit, conspire to commit, or aid and abet in the commission of any violation of the regulations prohibiting the export of services from the United States to Iran, Libya, Sudan, and Burma.

DANY Charge

21. DANY has alleged, and SCB accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, “with intent to defraud, . . . 1. [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)] . . . or 4. [p]revent[] the making of a true entry or cause[] the omission thereof in the business records of an enterprise.” It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person or entity’s “intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof.”

SCB’s Iranian Conduct

The CBI Account

22. SCB provided banking services to Iranian clients starting in or about 1993. In early 2001, the Central Bank of Iran (the “CBI”) asked SCB to act as its correspondent bank with respect to international U.S.-dollar payments, including payments relating to oil sales by the

National Iranian Oil Company. At that time, the CEO of SCB's Iran representative office⁴ wrote a memo in support of expanding the CBI account, noting that "[t]o be the bank handling Iran's oil receipts would be very prestigious for SCB. In essence, SCB would be acting as Treasurer to the CBI/the country."

23. As part of the agreement, the CBI instructed SCB London to remove any reference to Iran in the SWIFT⁵ payment messages transiting through SCB New York. According to the CEO of SCB's Iran representative office, the CBI's "concern in all negotiations with SCB was not including their name in payment transactions." As one SCB employee wrote about the CBI account, "this account must remain completely secret to the U.S." While the CBI claimed that the reason was to avoid delays in processing payments,⁶ the CEO of SCB's Iran representative office explained in an interview with federal and state law enforcement authorities, that he believed the Iranians' real concern was that the U.S. government would gain information about the Iranians' business dealings if the payments were transparent.⁷ In essence, the CBI made clear to SCB that payment processing that showed the CBI's involvement in the transaction was not an option if SCB was to receive the business.

24. Prior to taking on the Iranian business, SCB Group's Legal Department consulted with external U.S. counsel, who opined that, with respect to U-turn transactions, it did not matter whether the information as to the Iranian origin or destination of the payment was specified in

⁴ SCB opened an Iranian representative office in Tehran in 1993. In 2005, the CBI granted SCB a license to open a branch in the Kish Free Trade Zone on Kish Island, Iran. The Kish Island branch opened in September 2005 but has never been fully operational. SCB has now closed the representative office and the Kish Island branch.

⁵ SWIFT is the Society for Worldwide Interbank Financial Telecommunications which is the international system to transmit payment messages with other financial institutions around the world, including U.S. correspondent banks. SWIFT messages contain various informational fields.

⁶ Delays may be caused when a payment message is stopped by a filter known as an OFAC filter, which is a software program designed, in part, to identify transactions involving sanctioned parties. Once the transaction is stopped, a bank employee manually reviews the transaction to confirm whether it is an impermissible payment or instead a false positive or an exempted/licensed payment.

⁷ As referred to herein, transparent payments generally reveal the originating party, the ultimate beneficiary, and all intermediate payment steps.

the payment messages to SCB New York. In a follow-up memorandum, however, that same external counsel wrote that the Iranian information could be removed from payment messages “as long as [SCB] New York otherwise knows or has the ability to know that such payments are of a type that are authorized under the ITR....” The external counsel concluded by stating, “it is advisable that [SCB] London and [SCB] New York between themselves agree to a standard operating procedure for such payments or that such payments be identified in a way that both [SCB] London and [SCB] New York may readily determine that such payments conform to and are consistent” with the ITR. Despite this legal advice, no such operating procedure was ever put into place.

25. The majority of the CBI’s payments were processed by SCB London as cover payments or serial bank-to-bank payments. Typically, a cover payment is executed through a combination of the two types of SWIFT messages: an MT 103 message, which is the de facto standard for cross-border customer credit transfers, and an MT 202 message, which is the de facto standard for bank-to-bank credit transfers. In a cover payment, an MT 103 is sent from the originator’s bank to the ultimate beneficiary’s bank, but the funds are actually transferred through the United States via an MT 202 to a U.S. correspondent bank. In a serial bank-to-bank payment, there is only a single payment message generated: an MT 202 to a U.S. correspondent bank.

26. As a general rule, at SCB London, the payment processing system automatically populated information about the ordering bank from the incoming payment message into Field 52 of the outgoing MT 202 message that was to be sent to SCB New York, which served as SCB London’s U.S. correspondent bank.⁸ To process the CBI’s payments without revealing their

⁸ According to SWIFT protocols in effect prior to 2009, Field 52 in a MT 202 was an optional field used to specify the financial institution of the ordering customer, when the customer was different from the sender of the message.

Iranian origin however, SCB London's payment processing team put in place "a special instruction to overtype the field 52 of the outgoing message to SCBLGB2L until we can educate [the CBI] to quote what we want."⁹ Later, SCB London provided specific instructions to the CBI to omit its unique SWIFT code in one field of its payment messages and to place SCB London's SWIFT code in another field to conceal the payment's origin. Specifically, an SCB employee wrote:

Dear [CBI Representative],
Based on SWIFT messages that we have received from you to date could we request that you make the following amendments to future messages as this will help us to process the messages more efficiently -
...
(2) MT 202 In Field 21, we suggest that you omit BMJITH as part of the reference. We are concerned that, as this is very close to your SWIFT code, there is a risk that our outgoing payment message may be rejected in New York if this is included.
Please place our SWIFT code, SCBLGB2L, in Field 52.
Thank you for your cooperation.
...
Kind regards,
[SCB London employee]¹⁰

27. As a result of this e-mail, the CBI began inserting SCB London's unique SWIFT code in field 52 of its MT 202 messages, as well as omitting BMJITH from field 21. Between 2001 and 2006, the CBI sent approximately 2,226 messages with a total value of \$28.9 billion to SCB London. These messages contained the SCBLGB2L code in field 52, and were sent onto SCB New York for processing either as a cover payment or serial bank-to-bank payment. These

SWIFT revised its messaging protocols in 2009 to ensure that originating and beneficiary data is included in all customer cover payments.

⁹SCBLGB2L refers to the unique SWIFT code for SCB London. The effect of the instruction was to mask the fact that the payment originated from the CBI, and instead made it appear that the message originated from SCB London. As a result, SCB New York (as well as any other intermediary bank in the U.S.) would have no way of knowing that the payment it was processing was on behalf of the CBI.

¹⁰ According to SWIFT protocols, Field 21 in a MT 202 message is used to contain a reference to a related transaction. As mentioned above, Field 52 in a MT202 is used to specify the financial institution of the ordering customer, when the customer is different from the sender of the message. BMJITH was a common reference term used by the CBI in its payment messages, which most likely referred to the CBI's full Farsi name, Bank Markazi Jomhuri Islami Tehran.

payments, while modified to prevent the U.S. clearing bank from recognizing them as Iranian-originated, were nonetheless compliant with the then-existent U-turn exemption.

28. In the instances in which the CBI failed to insert SCB London's SWIFT code in the payment messages, SCB London's payment processing staff did so manually. From 2001 through January 2007, in approximately 458 payment messages comprising \$2.3 billion of transactions, SCB London manually inserted its own SWIFT code into field 52. In addition to field 52, SCB London staff also removed any other Iranian references in the outgoing payment messages to New York. As one SCB employee explained, "Re the process for effecting [the CBI]'s payment instructions - field 52 (ordering institution) is quoted by [the CBI] in their MT202 as SCBLGB2L, if this is not done SCB London over-type field 52 as SCBLGB2L. This means there is no reference to [the CBI]." These payments, while modified to prevent the U.S. clearing bank from recognizing them as Iranian-originated, were nonetheless compliant with the then-existing U-turn exemption.

29. While both the cover and serial bank-to-bank payments for the CBI followed U-turn routing— that is, the transactions began and ended with a non-U.S. financial institution, and therefore qualified as a permissible transaction under the U-turn exemption, SCB employees believed that both affiliated and unaffiliated U.S. banks would not process any Iran-related transactions, legal or illegal, from SCB. Moreover, SCB employees believed that if Iran-related transactions were transparent, they would be subject to substantial delays despite the fact that the payments were lawful. The procedures for handling Iranian payments were designed to make sure the payments were processed in the United States quickly and with no delay.

The Additional Iranian Bank Business

30. In July 2003, SCB learned that a competitor was exiting the Iranian business completely. As a result, SCB sought to pick up this business and add U.S.-dollar accounts for five Iranian banks at SCB London: Bank Melli, Bank Sepah, Persia International Bank, Bank Saderat, and Bank Mellat. While SCB sought internal approvals to open accounts for the five banks, there were a number of discussions about whether payments sent through to SCB New York should be transparent. The five Iranian banks objected to transparency in payment messages sent to the United States.

31. As it had with the CBI business, prior to taking on the new Iranian business, SCB Group's Legal Department consulted with external U.S. counsel about whether Iranian payment messages to SCB New York needed to be transparent. In response, an attorney at one U.S. law firm, who had previously advised in 2001 that lawful U-turns transactions could be processed on an undisclosed basis as long as SCB New York was aware of them, wrote, "I should point out that permissible U-Turn transactions should be done on a fully disclosed basis, that is, SCB (London)... should disclose all details of the transaction. Not to do so could place SCB (New York) seriously in harm's way under the law and should be a condition for moving forward with any transaction."

32. Following the legal advice, SCB New York informed SCB Group that it would insist upon full transparency in payment messages. In response, SCB London informed SCB New York personnel that this process they were objecting to had been occurring for some time: non-transparent payment messages were already being processed for the CBI. For example, on October 17, 2003, an SCB London employee sent an e-mail to an SCB New York employee explaining the procedures to replace the CBI's SWIFT code with SCB London's code.

Specifically, the e-mail stated, "Please see below some examples of payments received from [the CBI] and how SCB London handles them. [SCB London employee]'s NOTE refers to how we avoid divulging the Iranian ordering party and replace SCBLGB2L as the ordering party." When informed of the situation, the CEO of SCB Americas stated that "it is my understanding that we must cease and desist all these current transactions with Iranian customers that don't fully disclose the remitter and beneficiary since it's not a question of interpretation but rather is clearly the law as regards these types of transactions."

33. As a result of SCB New York's insistence on transparency, the CEO of SCB's Iran representative office informed his SCB colleagues that a full transparency requirement "will be a deal breaker as well as impact our banking license request in Iran."¹¹ Concerned about losing their Iranian business and due to conflicting legal advice, SCB requested advice from a second external U.S. law firm. In October 2003, the second U.S. law firm wrote, "[i]t is our view that these regulations require [SCB New York] to obtain information on the remitter and beneficiary to process U-turn transactions." In response, SCB Head of the Middle East requested further discussion with the attorneys, "given the significant loss of business this opinion will cause to the Bank if confirmed." Specifically, he asked whether, if SCB London provided full transactional details to SCB New York about Iranian payments, SCB New York would be obligated to pass that information along to other U.S. banks in the payment chain. In response, the second U.S. law firm wrote that while they were "unaware of any express requirement that would mandate that SCB NY pass along remitter and beneficiary information to the receiving bank," the failure to do so "would potentially expose SCB NY to risk...."

34. In October 2003, an SCB employee sent an email to the head of the compliance and legal departments at SCB New York discussing SCB's procedures for handling Iranian

¹¹ At this time, SCB was in the process of applying for its first bank branch in Iran.

payments in the context of bringing on the new business. The SCB employee wrote that SCB London had been processing non-transparent U-turns for the CBI and would continue to do so for the new Iranian banks. Another SCB employee informed SCB New York that SCB Dubai also used non-transparent payments for Iranian customers. Thus, the head of compliance and legal in New York knew of these practices as early as October 2003.

35. In January 2004, SCB made the decision to proceed with the Iranian business, but conduct "offshore due diligence" of the transactions at SCB London. As one SCB employee wrote in an e-mail in 2003, SCB New York's Head of Legal "would be comfortable with the proposed course of action but on the basis that the Group was only processing legitimate U-turn transactions and a rigorous vetting process was in place." Another SCB London lawyer wrote, "[SCB New York Head of Legal] is happy with leaving the originator swift code field blank. This is on the basis that London are responsible for the OFAC checks...But this is something he would not say in writing."

36. In making the decision to acquiesce to the Iranians' request for non-transparency, SCB understood that there was potential risk. As one of the SCB lawyers wrote:

There is a view within SCB that it would be very unlikely that the current method of processing u-turns would come to the attention of US regulators, as all the evidence would be offshore and that while SCB as a group remains confident, and has procedures in place outside SCB NY, to ensure that only compliant u-turns are allowed, any potential breach would be one of form rather than substance and treated leniently.

...
if the US authorities do indeed find a breach in the method of processing u-turns there is no guarantee they will treat it as an isolated or minor incident. Taken with other issues which have come up in the past there is a risk that they may decide that a severe penalty is appropriate.

37. To process the five new Iranian banks' payments, SCB London operations personnel initially decided to replace the Iranian banks' SWIFT code with that of SCB London,

as SCB London was already doing with the CBI. When a senior lawyer with SCB London learned of this, he objected to the practice, however, stating that “clearly that is not satisfactory.” He stated that the practice of replacing the CBI’s SWIFT code with SCB London’s code could be misleading, “because a US bank would be getting false information.” Instead, it was agreed that the Iranian SWIFT bank code would be replaced with a “.” in the payment messages to SCB New York, which he considered the same as leaving it blank. The final procedure (which SCB referred to as “repairing”) for processing Iranian payments instructed SCB London’s payment processing staff to:

Ensure that if the field 52 of the payment is blank or that of the remitting bank that it is overtyped at the repair stage to a “.” This will change the outgoing field 52 of the MT103 to a field 52D of “.” (Note: if this is not done then the Iranian Bank SWIFT code may appear - depending upon routing - in the payment message being sent to SCBLUS33).¹²

SCB London’s payment processing staff screened all outgoing payment messages against a list of OFAC-sanctioned entities maintained by SCB London.

38. On February 13, 2004, SCB London opened all five Iranian USD accounts. The accounts operated in this non-transparent manner - that is, using the “repairing” procedure - until approximately May 2006. During this time period, SCB London processed 2,708 payment messages, comprising a total of \$41.6 billion, in which the incoming message contained SCB London’s SWIFT code, and the SCB London employees replaced the code with a “.” in the outgoing message. Moreover, SCB London received an additional 2,481 messages, comprising a total of \$37.9 billion, in which field 52 was blank or included a reference to an Iranian bank, and SCB London employees inserted a “.” in the outgoing message. Like the payments for the CBI, SCB London processed the payments as both cover payments and serial bank-to-bank transactions. The vast majority of these payments, while modified to prevent the U.S. clearing

¹² SCBLUS33 is the SWIFT code for SCB New York.

bank from recognizing them as Iranian, nonetheless complied with the then-existent U-turn exemption.

39. In addition to the U-turn compliant payments, however, there were also approximately 99 payments totaling \$7.4 million in transactions from SCB London for Iranian banks that either terminated in the United States, in violation of IEEPA, or otherwise had a U.S. connection.

Iranian Business at SCB Dubai

40. In addition to the CBI and the five Iranian banks at SCB London, SCB Dubai conducted Iranian business, for both Iranian banks and Iranian corporate customers. To process these transactions, SCB Dubai received incoming payment instructions as either SWIFT payment messages or payment orders. SCB Dubai then typically processed the transactions as cover payments, which were the standard format in SCB Dubai for all customer payments in currencies foreign to the destination country regardless of the country of origin of the customer. The first SWIFT message, a MT 103, was a payment message to a non-U.S. bank informing them of an incoming U.S.-dollar payment on behalf of the Iranian customer; the second SWIFT message, a MT 202, was a cover payment sent to SCB New York for processing. The cover payment messages sent to New York did not contain any references to the Iranian origin of the payments as was usual for all cover payments at that time.

41. Upon learning of the use of cover payments for Iranian accounts at SCB Dubai, SCB's Regional Head of Financial Crime Risk wrote in 2003, "I received this memo below and I am concerned that we might be breaking the sanctions. We may not be exactly breaking the law, but we may be breaking the spirit of the law and may possibly get our NY branch into hot

water.” Despite these concerns, SCB Dubai’s practice of using cover payments for customer payments in currencies foreign to the destination country, including Iranian accounts, continued.

42. From 2001 through 2007, approximately \$3.9 billion of non-transparent Iranian transactions were sent from SCB Dubai through SCB NY. The vast majority of these payments, while undetectable as Iranian payments to the U.S. clearing bank, were nonetheless compliant with the then-existent U-turn exemption.

43. However, in addition to the U-turn compliant payments, there were also at least \$13.4 million in transactions from SCB Dubai involving Iranian entities that terminated in the United States, or were otherwise connected with the United States, in violation of IEEPA.

Total SCB Iranian Business

44. In total, from 2001 through 2007, the vast majority of SCB’s business dealings with Iranian clients, approximately \$241.9 billion, consisted of sending U.S.-dollar denominated payments through SCB New York to other foreign banks, and therefore complied with the then-existing U-turn exemption. In addition to the U-turn compliant payments, there were also \$23.0 million in transactions SCB processed for Iranian customers that terminated in the United States, or were otherwise connected with the United States, in violation of IEEPA.

SCB’s Libyan, Sudanese, and Burmese Conduct

The Dromos Initiative

45. In addition to the business with Iran, SCB conducted business involving other sanctioned countries, including Libya, Sudan, and Burma, primarily from SCB London and SCB Dubai. Most of these payments were processed using the cover payment method and began and ended with a non-U.S. financial institution. Unlike the ITR, however, there was no U-turn exemption for payments related to any other sanctioned country. Therefore, all payments for

these countries, including those that followed U-turn routing, were prohibited by U.S. law, unless specifically licensed by OFAC.

46. In 2002, SCB sought to implement a policy change, known as the Dromos Initiative, which would end the use of cover payments for U.S.-dollar customer payments. The purpose of the Dromos Initiative was to increase fees earned by sending only serial payments through SCB New York, since SCB New York could charge customers more for sending an MT 103 message than an MT 202.

47. A consequence of the Dromos Initiative was the exposure of SCB's cover payment method for payments involving sanctioned countries, some of which were on behalf of charitable organizations and the U.K. government. Prior to Dromos, these payments were sent using the cover method, which ensured that U.S. banks received only the MT 202 message, which did not include originator or originating bank information. Dromos required the use of a single MT 103 message to the U.S. banks. The MT 103 message was required to contain the originator and originating bank information, and thus were transparent to U.S. correspondent banks. Indeed, SCB bank managers recognized that implementing Dromos would likely result in the rejection of U.S.-dollar payments on behalf of or to such customers involving sanctioned countries by U.S. correspondent banks. Thus, payment processors were expressly directed *not* to use the Dromos method for U.S.-dollar payments relating to Iranian banks, the U.K. government, and charitable and development organizations in sanctioned countries. Moreover, payment processors used non-Dromos for other sanctioned organizations.

48. For example, in a late 2002 e-mail to bank managers and payment processors, one senior SCB London manager stated the following about processing payments for government and development organizations doing business with sanctioned countries:

A problem that was raised [in using DROMOS] is the fact that SCB London effect payments into Sudan, Libya, Iraq and North Korea. These are countries with sanctions placed on them by USA but not UK. If we send USD MT100s direct to SCB NY for beneficiaries based in these countries there is a high risk that under OFAC the payments will be rejected / frozen. In the circumstances payments into these countries must continue to be handled as they are no i.e. with direct MT100 to the beneficiary bank and only MT202 cover to SCB NY.

49. In the same e-mail, the senior SCB London manager instructed another bank manager to ensure that payment processors not process such payments through the United States to or from sanctioned countries via Dromos. Thus, SCB instituted a limited internal practice of using cover payments for certain kinds of sanctioned customer payments, even as it globally informed its employees, on numerous occasions, that violating OFAC regulations could result in criminal charges. In that e-mail, the SCB London manager stated that Dromos should be implemented for corporate customers and that they would “wait to see how Dromos effects them.”

The Blocked Libyan Payment

50. In June 2003, an employee in SCB London’s payments department received a payment request from the British Foreign and Commonwealth Office to remit U.S.-dollar funds to the British embassy located in Tripoli, Libya. In an effort to comply with the Dromos Initiative, the SCB London employee did not send the payment via the cover method; rather, the payment was sent to SCB New York via one single payment message that indicated that the payment was destined for Libya, a U.S. sanctioned country at the time. The payment was detected by SCB New York’s OFAC filter and blocked. In the process of attempting to have the payment released, the SCB London employee explained to a bank manager that:

As we are aware that there are US sanctions against Tripoli, the *correct procedure* [emphasis added] would be to remit the USD . . . to New York with no mention of the beneficiary or their bank. A separate MT100 instruction would then be sent . . . to apply the funds . . . for the beneficiary’s account. Instead, due to the new

DROMOS procedures which state that all payments should be sent via SCB New York, a MT100 was sent to New York quoting the full beneficiary details.

The SCB London employee ended the e-mail by explaining that:

I have reeffected the payment today using the correct payment method and I will be debiting the cover from the potential loss account until such time that we received the funds back from New York.

As reflected in this email, rather than wait for an investigation and possible OFAC license, SCB simply resubmitted the blocked payment via the "correct" method with the offending payment details stripped, or "repaired."

51. This incident so concerned SCB New York employees that a senior SCB New York manager sent an e-mail to a supervisor in SCB London stating:

I trust by now that [senior compliance officer] has discussed with you the recent US\$ transfer that SCB London was trying to make to Libya and that we caught and stopped. Many of the issues surrounding this transaction have caused us serious concerns about the overall state of awareness by our sister units of the US legislation regarding dollar transfer to certain locations and in particular, evidence that it may be ignored as a matter of practice by some of our units.

52. An internal investigation conducted by a SCB London lawyer was commenced regarding the "correct procedure" for the re-effected payment. At the outset of the internal investigation, the SCB London lawyer noted in an e-mail that "[SCB London's Head of Operations] confirmed to me that the practice of routing payments to OFAC sanctions targets in this manner is a common one in London."

53. In response to the lawyer's e-mail, SCB London's Head of Operations wrote, "I do not recall using these words or in that context. For example, I would suggest 'payments being common' [sic] cannot possibly be correct. I think the whole issue would be better discussed [sic] verbally." Following the verbal discussion with the SCB London Head of Operations, the SCB London lawyer concluded:

There is no “procedure” in London for avoiding the OFAC filter.... There is no departmental operating instruction (“DOI”) directing SCB UK to avoid the OFAC filter and providing guidance on how to do it. At worst there is an informal practice, that may have been used infrequently.

54. The SCB London payment processors incorrectly believed that the payment was lawful because it was being processed on behalf of the U.K. government. The reference to a non-transparent payment process, however, caused concern among SCB New York employees.

55. At SCB New York, the Head of Legal wrote an e-mail explaining that as a result of the blocked Libyan payment, “SCB NY became aware for the first time that SCB UK has a process for avoiding SCB NY’s OFAC filters.” The SCB New York lawyer went on to note that the internal investigation led by the SCB London lawyer revealed no widespread practice or procedure for circumventing SCB New York’s OFAC filter via cover payments. During the course of the investigation, however, SCB New York learned there were six additional prior payments to the British embassy in Libya, five of which were sent through SCB New York via non-transparent cover payments. SCB never attempted to get a license for the payments.

56. During the internal investigation into the Libyan payments, senior bank managers and internal lawyers drafted a “Global Broadcast” that would remind all SCB branches worldwide of OFAC requirements. One internal lawyer memorialized the “action points” in a meeting with senior bank managers — “[w]e need to revise the existing GIC [Global Instruction] with respect to US\$ payments to OFAC countries.”

57. On August 11, 2003, the Global Broadcast was sent. It stated:

The Bank should not process any US Dollar denominated transactions for any OFAC designated party, unless the Bank has a written license from OFAC authorizing that transaction or US counsel has advised that the transaction is permitted by OFAC...Disciplinary steps will be taken against staff that breach this policy.

SCB's Letter to OFAC

58. At about the same time SCB was revising its global instructions on U.S. sanctions, senior bank managers and internal and external lawyers were discussing how to get the blocked payment released as well as how to inform OFAC of the potential sanctions breach. As a result, SCB New York decided to approach OFAC to obtain licenses for the Libyan transactions relating to payments on behalf of the U.K. embassy staff. One such payment had been blocked and the funds frozen. As noted, that payment had been re-submitted via the cover payment and the funds successfully transferred to Libya. In applying for the license, SCB did not reveal to OFAC that it had already re-sent the blocked payment via the cover method in contravention of sanctions.

59. As a result of this omission, SCB and SCB New York senior bank managers and lawyers, along with the assistance of an external U.S. lawyer, self-reported this matter in a letter to OFAC setting out the history and purpose of all the eight Libyan payments, including the re-submission of the blocked payment by a cover payment. The letter included the following statements to OFAC:

SCB (London) has advised us that, while all eight payment instructions were in conformity with UK law, the use of cover payments was contrary to Standard Chartered Bank's global instructions relating to OFAC sanctioned countries that would have precluded the initiation of such cover payment instructions. We are told by SCB (London) that the foregoing [eight Libyan-related payments] constitutes an isolated case effected in good faith for the UK Government on the belief that such payments were in accordance with applicable law. Further SCB (London) has advised that pending OFAC's issuance of a license to SCB (NY), all further payments related to the British Embassy in Libya will be effected in pounds sterling.

SCB (NY) has made it very clear that it considers the foregoing activity to be unacceptable and that no similar actions relating to remittances on behalf of the UK Government or any other person should be taken for whatever reason because such actions are contrary to the policies and procedures of SCB (NY), and they potentially place SCB (NY) unknowingly in harm's way. To further remind all

branches of their obligations, the Bank's Group Head of Legal and Compliance has sent a group-wide notification reminding SCB operations across the world of their obligations with respect to USD payments under OFAC economic sanctions programs.

60. These statements were misleading in the following two ways. First, the letter claimed that the use of cover payments was "contrary to Standard Chartered Bank's global instructions relating to OFAC sanctioned countries." In fact, SCB used the cover payment method to effect billions of dollars in payments, lawful and unlawful, through SCB New York originating from or for the benefit of customers in Iran, Libya, Burma and Sudan—all U.S. sanctioned countries; and continued to do so in the years following the letter. Second, the letter described the eight Libyan payments as an "isolated case." However, prior to sending the letter, SCB effected 70 Libyan-related cover payments between 2001 and 2003 for approximately \$12.1 million. Moreover, senior bank managers and internal lawyers learned about the use of cover payments for sanctioned countries *before* the letter was sent to OFAC.

61. Contemporaneous communications from within SCB Group and SCB New York demonstrate that the bank's senior management recognized that some of the representations in the OFAC letter were misleading. For example, a senior bank manager in SCB's Wholesale Banking Legal and Compliance Department expressed concern over the truthfulness of certain statements in the letter to OFAC during the drafting process, acknowledging that the use of cover payments was a long-standing feature of the banking practice and SCB had not changed its method of routing payments. Another SCB London employee also noted that there was no SCB Group policy that prohibited the use of cover payments from or for the benefit or sanctioned customers.

62. Nevertheless, the letter was sent to OFAC on August 12, 2003, stating that "the use of cover payments was contrary to Standard Chartered Bank's global instructions relating to

OFAC sanctioned countries that would have precluded the initiation of such cover payment instructions.”

SCB's Continued Cover Payment Business

63. Two days before the letter was sent to OFAC, a payment from the World Health Organization, an SCB London customer, was sent through SCB New York, to the Myanmar Foreign Trade Bank, a SDN, and was effected via the cover method. The payment was not detected by SCB New York. In addition, as noted above and detailed below, cover payments related to sanctioned countries and entities continued on occasion for the next three years.

64. Senior bank managers and internal lawyers investigated why the Burmese payment was effected via cover and not via the Dromos method (one single payment message that included all of the payment details).

65. An internal lawyer noted his findings.

My enquiries of the staff in [SCB London] have not been satisfactory. The individual handling the payment referred me to his team leader who expressed the view that at that time the team took the view that any payment that could conceivable give rise to an *OFAC problem* (emphasis added) should always be dealt with non-dromos

66. After sending the letter to OFAC claiming that SCB did not process cover payments related to sanctioned countries, SCB knowingly and willfully continued to process payments related to sanctioned countries via the cover method so that the payments would not be detected by SCB New York. For example, prior to and after the letter was sent to OFAC, SCB knowingly and willfully transacted millions of dollars in unlawful payments related to Sudan through the U.S. via the cover method.

67. Prior to sending the OFAC letter, SCB sent 70 cover payments, with a total value of \$12.1 million, through SCB New York related to Libya. Subsequent to the OFAC letter, SCB

sent an additional 62 unlicensed cover payments, with a total value of approximately \$150,000, through SCB New York related to Libya. The cover payments related to Libyan transactions stopped when the Libyan sanctions were lifted in 2004.

68. Regarding Sudanese transactions, prior to the letter sent to OFAC, SCB sent approximately 71 cover payments, with a total value of \$15.9 million through SCB New York related to Sudan. After the letter to OFAC, SCB sent approximately 217 cover payments, with a total value of \$79.3 million, through SCB New York related to Sudan.

69. Regarding Burmese transactions, SCB sent a total of 11 payments, with a total value of approximately \$790,000, through SCB New York related to Burma. All of these cover payments occurred after the letter was sent to OFAC stating that cover payments were not used for payments related to sanctioned countries.

70. In addition to the payments related to sanctioned countries, SCB processed U.S.-dollar payments using the cover payment method involving SDNs as well. Specifically, from 2001 through 2007, SCB predominantly used cover payments to process 116 U.S.-dollar transactions, with a total value of \$9.9 million, involving SDNs through the United States. Thus, SCB's use of cover payments in part had the specific effect of depriving its U.S. correspondents, as well as U.S. regulatory and law enforcement officials, of information pertaining to transactions undertaken by SDNs.

71. As a result, SCB engaged in prohibited U.S.-dollar transactions without being detected by U.S. financial institutions, including SCB New York, regulators, or law enforcement authorities, and caused U.S. financial institutions, including SCB New York, to process transactions that otherwise should have been rejected or blocked.

SCB's Trade Finance Business

72. SCB London also processed certain prohibited trade-finance transactions involving banks and importers or exporters from countries subject to OFAC sanctions. These trade finance transactions included import and export letters of credit, inward and outward documentary collections, and guarantees. These transactions involved USD payments and/or the export of goods originating in the U.S. to sanctioned countries. Among the payments processed by SCB London in connection with these trade-finance transactions were 56 payments with an aggregate value of approximately \$46 million involving a Sudanese SDN.

SCB's Written Agreement and Lookback

73. As mentioned above, SCB holds a banking license issued by the state of New York to operate as a foreign bank branch in New York, New York. SCB New York primarily conducts a U.S.-dollar clearing business, but also provides other wholesale banking services. Pursuant to Section 3105(c) of Title 12 of the United States Code, SCB New York is subject to examination by the Federal Reserve Board. Moreover, pursuant to New York State Banking Law Section 10, SCB New York is subject to examination by NYSBD, which is now incorporated into DFS, as well.

74. In November 2003, a joint examination of SCB New York was conducted by the FRBNY and the NYSBD. In its final report to the bank, the FRBNY and NYSBD concluded that “[t]he monitoring of funds transfer activity was found to be ineffective against safeguarding against legal, reputational and compliance risks associated with suspicious and unusual activity in U.S. dollar funds transfer.” Moreover, the report stated, “[t]he identification and control of risk exposures is lacking, and considered far below the level expected for a high-risk profile institution such as SCNY.” The examiners also noted, “we view the condition of the [Bank

Secrecy Act/Anti-Money Laundering] compliance framework as inadequate, especially in view of the large volume in U.S. dollar clearing business and the high-risk nature of a large portion of the underlying accounts.” Finally, the report concluded by stating that:

We have shared our concern with head office and branch senior management regarding the high level of risk exposure to Standard Chartered Bank due to these inadequacies. Management has responded by promising its full attention to this matter and started a plan of corrective action. A prompt and satisfactory resolution of the deficiencies is of utmost importance, and we expect both the head office and branch management to assign this situation the highest priority and provide full support to the plan.

75. As a result of the deficiencies identified in the 2003 examination, the FRBNY and NYSBD entered into a Written Agreement¹³ with SCB Group and SCB New York on October 7, 2004 (hereinafter “the Written Agreement”). The Written Agreement was signed by the then Chief Executive of SCB and the then CEO of SCB Americas. The Written Agreement noted that:

the Bank and the New York Branch are taking steps to enhance due diligence policies and procedures relating to the New York Branch’s funds transfer clearing operations and correspondent accounts for non-U.S. banks and are addressing risks associated with these lines of business, including legal and reputational risks, by implementing industry sound practices designed to identify and effectively manage such risks.

76. As part of the Written Agreement, SCB and SCB New York agreed to do a look-back review of the branch’s activity from July 2002 to September 2004 (hereinafter “the Lookback”) to determine if there was any suspicious activity which should have been reported pursuant to Federal Reserve and New York state banking regulations. Specifically, the purpose of the Lookback was to detect money laundering and other suspicious activity, rather than OFAC violations, though OFAC elements were incorporated into the screening methodology as

¹³ A Written Agreement is a public enforcement action by which the regulators have identified several areas of concern about the bank’s operations, and the bank agrees to take remedial steps to correct the regulators’ concerns.

described further below. The scope of the Lookback covered all accounts and transactions “at, by, or through” SCB New York during the Lookback period.

77. The work plan (the “Work Plan”) SCB/Deloitte submitted to the FRBNY and NYSBD in November 2004 focused on a risk-based assessment of AML deficiencies in SCB New York’s correspondent banking services. One aspect of the work plan discussed screening SCB New York’s wire payment data against the OFAC list of sanctioned countries and SDNs. The first monthly progress report, submitted in December 2004, discussed in detail the methodology for assessing the money laundering risks represented in the data. The report expressly listed a number of categories to be included in the risk assessment. The criteria for “Country/Jurisdiction Risk Ranking” included “OFAC sanctioned countries” and “Terrorist Financing Sponsors/Financiers.” The criteria for “Customer Risk Ranking” included “OFAC SDN and Blocked Persons List.” Despite this detailed risk-rating methodology agreed to by the regulators and the bank, which should have identified all payments involving OFAC sanctioned countries, billions of dollars of transactions were not disclosed. Moreover, SCB did not disclose to the regulators that SCB New York was processing non-transparent payments for customers in sanctioned countries during the Lookback period. Instead, SCB limited its review and report to only transactional information available to SCB New York. As a result, approximately \$88.0 billion of non-transparent Iranian U.S.-dollar transactions that passed through SCB New York during the Lookback period were not included in the review. As one FRBNY examiner explained in an interview with federal and state law enforcement authorities, “the FRBNY was misled, and the Lookback did not meet its objective because SCB may have eliminated some of the suspicious transactions.”

SCB's Lookback Methodology

78. On October 27, 2004, SCB contracted with Deloitte and Touche, LLP ("Deloitte") to work with SCB staff to review SCB New York's wire activity as part of the Lookback. To review the millions of wires processed at, by, or through SCB New York during the Lookback period, SCB and Deloitte devised a methodology to identify potentially suspicious activity. One of the methods for segmenting the data was whether the wire transfer involved a "high-risk jurisdiction." The SCB/Deloitte plan identified high-risk countries as, "OFAC, Non-Cooperative Countries and Territories ('NCCTs'), UN Sanctioned Countries, Money Laundering, Terrorist Financing." SCB/Deloitte proposed that:

Wire transfer activity will then be analyzed for countries that have been designated high risk jurisdictions. The countries involved in the transaction will be determined based on the country of domicile of the customer as well as the country information that is included within the transaction (Originator, Originator Bank, Sending Bank, Beneficiary and Beneficiary Bank).

Thus, if the wire transfer contained a reference to an OFAC sanctioned country in any of the fields mentioned above, it would be designated as relating to a high-risk jurisdiction. Accordingly, "OFAC Sanctioned Countries" were weighted as a 5, the highest rating in SCB/Deloitte's risk rating methodology. Moreover, pursuant to SCB/Deloitte's methodology, a transaction containing a reference to an OFAC sanctioned country generated an automatic alert, which led to the transaction automatically being reviewed by the Lookback team. By contrast, "all SCB branches and affiliates maintaining an account with SCB NY are categorized with the same risk level of zero."

79. The payment data contained in the systems of SCB New York had few, if any, references to sanctioned customers, Iranian or otherwise. This was because the data that would have caused an alert – originator or originating bank information – had been stripped from the

payment messages by SCB's offshore affiliates. The stripped data was not contained in the records of SCB New York. During the Lookback review, SCB did not volunteer the data or inform the regulators of its policy of using cover payments or repairing payment messages on behalf of customers in sanctioned countries, despite the involvement of high-level SCB executives with knowledge of this information.

80. On January 10, 2005, pursuant to the Written Agreement, SCB and SCB New York submitted their December Progress Report to the FRBNY and NYSBD. In the report, SCB and SCB New York explained that the Lookback team had identified approximately 16 million relevant payment messages during the Lookback time period. Of the 16 million messages, 5.5 million, with a total value of \$4.0 trillion, represented customer transactions, while 10.5 million messages, with a total value of \$35.5 trillion, represented bank-to-bank transactions. The report noted that all the payment messages, both customer and bank-to-bank, were parsed by the country listing in eight different fields of the wire transfer: "beneficiary bank address, beneficiary address, credit party address, debit party address, intermediary address, ordering bank address, originator address, and sending bank address." In appendix A of the report, SCB listed the "top countries by number of transactions for addresses where the country/jurisdictions have been identified for each of the eight (8) address fields." Appendix A of the report comprised eight tables, one for each of the address fields, and listed top twenty countries for each field. Iran was not listed in any of the eight tables, despite the fact that, pursuant to the Work Plan SCB/Deloitte submitted to the FRBNY, it should have been.

81. To analyze the payment messages, SCB first reviewed SCB New York's customer transactions, and then reviewed its bank-to-bank transactions.¹⁴ With respect to customer

¹⁴ SCB identified the transactions by the SWIFT payment message type used. Customer transactions were defined as SWIFT MT 100 series message types, while bank-to-bank were defined as SWIFT MT 200 series message types.

transactions, SCB/Deloitte provided the regulators with an overview of the total number of customer transactions by country which passed through SCB New York during the Lookback period. The table included in the February Progress Report listed two hundred and twenty-eight countries along with their corresponding country risk rating, number of originators, number of originating transactions, total origination amount, number of beneficiaries, number of beneficiary transactions, and total beneficiary amount. The table included a listing for Iran, in which SCB/Deloitte reported that there were approximately \$172 million worth of identified originating transactions, and \$118 million of beneficiary transactions. The Iran entry, along with the entries for Cuba, Iraq, and Sudan, were accompanied by double asterisks, however. At the end of the table, it stated the following:

Note**: Cuba, Iran, Iraq (till 5/22/2003) and Sudan are OFAC comprehensive sanctions list. This assignment of customers to these countries may have been in error due to the country extraction process from the address fields. For example, if an address field has only the word 'Miranda', this address potentially may have been mis-assigned to Iran as the country name is embedded in the address field.

In sum, SCB/Deloitte reported that there were at most only \$172 million worth of originating Iranian customer transactions and \$118 million of beneficiary Iranian customer transactions that passed through SCB New York, and that those figures may have been overstated. The partner at Deloitte who was leading the Lookback project explained in an interview that the purpose of the asterisks was to note that these transactions may have been a "false hit."

SCB's Lookback Results for Customer Transactions

82. After identifying the universe of customer transactions, SCB/Deloitte applied its risk-rating methodology to determine which of the customer transactions merited further review by the Lookback team for potential suspicious activity. In its March 2005 Progress Report to the FRBNY and NYSBD, SCB/Deloitte reported the results of its risk-rating methodology applied to

the customer transactions. In total, SCB/Deloitte's risk-rating methodology resulted in approximately 27,155 alerts requiring further review by the Lookback team. In its March Progress Report, SCB/Deloitte segmented the alerts by country, and reported two hundred and twenty-three countries from which alerts had been generated. While SCB/Deloitte reported alerts generated from OFAC sanctioned countries such as Libya, Burma, and Syria, no alerts were generated for transactions involving Iran.

83. Since the methodology was supposed to automatically generate an alert on any transaction involving a sanctioned country, the absence of any Iranian transactions in the March Progress Report indicated that there were no Iranian customer transactions. Moreover, as the partner at Deloitte who was leading the Lookback project explained, a logical reading of the results was that the Iranian payments with the double asterisks that had been disclosed as part of the total universe of customer payments in the prior monthly report to the regulators were in fact "false positives."¹⁵ At the same time, data contained in SCB's offshore centers revealed that SCB New York had processed \$92.5 million in Iranian customer payments.

SCB's Lookback Results for Bank-to-Bank Transactions

84. Following the analysis of the customer transactions, SCB/Deloitte examined the bank-to-bank transactions which occurred at SCB New York during the Lookback period. In the July Progress Report, SCB/Deloitte reiterated that they would provide the regulators information about all suspicious bank-to-bank payments. The bank-to-bank payments were subdivided into standard bank-to-bank transfers and cover payments. With respect to bank-to-bank transactions, SCB/Deloitte wrote, "[a]s stated previously, since there is limited information provided in the

¹⁵ In the Final Consultant's Report given to the regulators at the end of the Lookback in October 2005, SCB/Deloitte included the customer transactions universe table from the February Progress Report with Iran listed with the double asterisks, as well as the table of alerts by country from the March Progress Report, which indicated no alerted transactions involving Iran.

bank-to-bank transactions, all potentially high risk transactions conducted by particular banks in specific jurisdictions will be included in a report detailing the findings.” SCB/Deloitte stated that they would provide “a listing of all bank pairings where the transactions involved high-risk countries/jurisdictions.”

85. The regulators continued to focus on the risks associated with customer payments, asking SCB New York to focus on covers for customer transactions as opposed to true bank to bank payments. For example, at a meeting in May of 2005, a regulator asked whether SCB New York could divide the bank to bank data into “pure bank to banks” and cover payments. In response, an SCB New York employee stated, “we will review the financial institutions involved in the transactions to determine the level of risk [the] institution presents to SCB [and] will review the dollar amounts, country/jurisdiction to further enhance our ‘risk-based’ approach.”

86. With respect to cover payments,¹⁶ SCB/Deloitte informed the regulators that where there was information about the underlying transaction, such as the originator or beneficiary information, the customer information was reviewed pursuant to the methodology used for the customer transactions. Where such information was not available, SCB/Deloitte explained that “the team will identify the banks and countries involved in the transactions for both ‘for further credit’ and ‘cover’ payments transactions and submit a report summarizing the bank pairings (debit/credit parties) and country patterns found within these transactions.” As one SCB New York employee involved in the Lookback explained to the regulators:

¹⁶ The FRBNY and NYSBD regulators asked whether SCB/Deloitte would be identifying cover payments. One of the FRBNY examiners provided search terms that could be used to identify cover payments, including “‘Cover’, ‘cvr’, ‘MT10’, ‘MT 10’, ‘MT-10’, or ‘PUPID.’” SCB/Deloitte used the examiner-provided terms to search for potential cover payments passing through SCB New York, but failed to disclose that SCB London payments system generated the term “CO” to identify cover payments. As one SCB London employee wrote on April 4, 2003, “The only way that you can tell that the MT202 being sent to SCBLUS33 is a cover payment is the inclusion of the letter ‘CO’ at the end of the field 20 line....” As a result of this failure to disclose this coding system, SCB/Deloitte failed to identify \$58.8 billion of additional cover payments.

For cover payments, direct messages go through the banks involved in the transactions, which makes it difficult to determine what the funds will be used for. However, we will review the financial institutions involved in the transactions to determine the level of risk that institution presents to SCB. Additionally, we will review the dollar amounts, county/jurisdiction to further enhance our 'risk-based' approach.

87. In its final report, SCB/Deloitte reported the results of its review of the bank-to-bank transactions. The report had three tables which identified suspicious bank-to-bank transactions to the regulators. The first table listed potentially suspicious bank-to-bank transactions by country. There was no entry for Iran included in the table. The report also listed the suspicious bank-to-bank transactions by customer. No transactions on behalf of Iranian banks were included in the table. Finally, the report listed bank and country pairings where the total transaction dollars were greater than \$1 million over the transaction review timeframe for cover and further credit payments, and the top twenty banks with adverse information where the total transaction dollars were greater than \$1 million over the transaction review timeframe for standard bank-to-bank transactions. Once again, no Iranian banks were listed.

88. In total, there were approximately \$88.0 billion of non-transparent Iranian U.S.-dollar transactions which passed through SCB New York during the Lookback period, of which \$92.5 million were customer transactions, and the remaining were bank-to-bank transactions. Of the Iranian non-transparent bank-to-bank transactions, there were approximately \$25.0 billion of non-transparent serial bank-to-bank transactions, and \$63.0 billion of non-transparent cover payments. Despite this large volume of payments, nowhere in the monthly reports or the final Lookback report did SCB disclose its non-transparent Iranian business which passed through SCB New York to the FRBNY and NYSBD. Because SCB only reviewed wire information available to SCB New York, none of the non-transparent Iranian U.S.-dollar transactions that passed through SCB New York during the Lookback period were included in the review. As one

FRBNY examiner involved in the Lookback explained in an interview with federal and state law enforcement authorities, “[i]t was implicit that SCB New York did not do business with Iran because they were not in the report or discussed in the methodology.”

89. The partner at Deloitte who led the Lookback project explained in an interview with federal and state law enforcement authorities that, based on the methodology used by SCB/Deloitte, Iranian transactions should have been reviewed because they originated from a high-risk jurisdiction. Even if the Iranian payments were lawful U-Turn payments, the Deloitte partner stated that they should have generated an alert so they could have been validated as legitimate. Because the Iranian payments were non-transparent, however, many were risk-ranked as zero as they appeared to be coming from SCB London or SCB Dubai, rather than as automatic alerts involving an OFAC sanctioned country.

90. That Iranian payments were of concern to U.S. authorities was plainly evident to senior executives in New York and London during the same time period that the Lookback review was being conducted. For example, in an e-mail dated May 13, 2005, the Head of Operations at SCB New York sent an email to the CEO of SCB Americas and the SCB Group Head of Compliance in London bearing the subject line “ABN AMRO – VERY CONFIDENTIAL.” The e-mail stated:

Gents:

We have been informed from unofficial, off the record sources, that the consulting firm that is performing the transactional review at ABN Amro has uncovered and the bank has admitted, that their branch network was sending dollar payments through the New York office disguising the beneficiary of the transactions using cover payments.

We are told informally and off the record, that the Fed and Treasury Dept is planning on fining ABN tens of millions of dollars.¹⁷

¹⁷ ABN was a multi-national bank, headquartered in the Netherlands. On July 23, 2004, ABN entered into a Written Agreement with numerous regulators including the FRBNY and the NYSBD. During a look-back review

91. Prompted by this and other information about ABN AMRO Bank N.V. (“ABN”)’s non-transparent Iranian practices, SCB Group sought legal advice regarding its handling of Iranian transactions. From June 2005 through January 2006, two law firms advised SCB Group that the use of non-transparent payment processes, including cover payments, could expose SCB to regulatory action or criminal prosecution.

92. In its final report to the regulators in October 2005, SCB included an assessment of its OFAC Analysis. The analysis read as follows: “All transactions were screened against the OFAC/SDN list provided by D&T. Potential hits were identified and reviewed by the Bank’s OFAC Officer. The review concluded that the payments were either blocked and reported as required or were ‘false positives.’ As a result, no additional OFAC filings during the Transaction Review period were warranted.”

93. SCB did not provide complete information in the Lookback results with respect to reporting on the breakdown between customer payments and bank-to-bank payments, the volume of sanctioned country payments, and the number of alerts related to sanctioned countries.

SCB’s Internal Investigation

SCB’s Exit from the Iranian Business

94. In March 2005, the CEO of SCB Dubai noted that ABN was ending its U.S.-dollar business with Iran due to concerns raised by regulators in the United States. Specifically, he wrote that ABN was “worried about the treatment the bank is receiving inside [the] U.S. generally (Written agreement, etc.) and on assumption there may be a linkage with Iran or that in

mandated by the terms of the Written Agreement, it was discovered that ABN’s branch in New York was processing non-transparent payment messages sent by ABN’s global branch network for customers in sanctioned countries. On December 19, 2005, ABN entered into a consent cease and desist order with the regulators, including the FRBNY and NYSBD, and paid a combined civil monetary penalty of \$80 million to the regulators, OFAC, and the Financial Crimes Enforcement Network. On May 10, 2010, ABN entered into a deferred prosecution agreement with the United States Department of Justice and forfeited \$500 million in connection with its illegal conduct.

their judgement [sic] they might be going forward.” This information led to a bank-wide review of SCB’s sanctions compliance, and specifically SCB’s business with Iran.

95. As part of the sanctions review, an SCB Group lawyer contacted external counsel in the United States, who advised that “[b]ank regulators have been more active in taking enforcement actions against banks that do not have controls in place that are designed to identify suspicious activity taking place in or through U.S. banks.” The external counsel concluded by noting, “we understand that various bank regulators also have increasing interest in ensuring that banks are complying with the OFAC regulations and that they are not taking actions that could be viewed as having as their purpose the evasion of the OFAC regulations.” SCB also obtained advice from another U.S. law firm, which reaffirmed the view that “[t]he US authorities are taking very seriously apparent evasions by some banks of Libyan and Iranian sanctions by means of cover payments.”

96. In August 2005, SCB formed Project Gazelle, which was tasked with reviewing SCB’s business with Iran. As the Project Gazelle team reviewed the Iranian business at SCB London, concern grew as it became aware of the issue of removing Iranian references and replacing them with a “.” in the SWIFT payment messages, a process referred to earlier as “repair.” One SCB senior manager in the legal and compliance department wrote, “read in isolation, [the repair practice] is clearly a process designed to hide, deliberately, the Iranian connection of payments. I am concerned that, in the absence of any other effective, coherent, operational instructions, it would be difficult to resist the inference that the intention of the process is to enable payments to be made that are prohibited by the sanctions.” The SCB manager concluded by stating, “Even if we have robust, detailed, procedures for checking that all the criteria for a permitted U-turn payment are fulfilled, I do not believe that we should continue

the repair process, in view of its potential for misuse to mislead our New York branch, and the perception that it was designed for such purpose [sic].”

97. In November 2005, a memo prepared by the Project Gazelle team addressed to the Group Management Committee noted, “there is a clear risk that the repair process could be perceived as a deliberate measure to conceal the Iranian connection from SCB New York and therefore to evade their controls for filtering potential sanction-breaching payments.” Furthermore, “Even if the procedures in London/Dubai for checking each U-turn payment were very robust, US authorities may well view the repair process negatively, even if strictly lawful. In circumstances where a non-complying payment were made and discovered, the existence of the repair process would likely result in a heavier penalty than might otherwise be applied.” Despite these concerns, no decision was made at the time and the repair process continued at SCB London.

98. In January 2006, SCB Group again received advice from external U.S. counsel about the issue. In their advice, the U.S. lawyers wrote, “we have noted that there is great uncertainty at the moment as to whether anything less than full transparency in payment instructions sent to U.S. depository institutions on behalf of sanctioned banks could be construed by a prosecutor or regulator as intentional deception of a U.S. depository institution, even where SCB has taken reasonable steps to ensure that the payment would not breach the Iranian sanctions regime.” Moreover, the U.S. lawyers noted that the intentional removal of information “could raise issues under various sections of the U.S. criminal code relating to intentional misstatements or omissions of material information if sent to a U.S. depository institution.” The lawyers concluded by stating, “we cannot say that there is no risk that a U.S. prosecutor or

regulator would not try to argue that the foreign bank intentionally misled the U.S. clearing bank by not identifying the payment as one subject to the U.S. sanctions regime.”

99. As a result of this advice, in March 2006, SCB stopped the “repair” process, but continued to process transparent Iranian U-Turn payments pursuant to the U-turn exemption, which remained in force.

100. In September 2006, during an on-site examination of SCB New York by the FRBNY and NYSBD, a FRBNY examiner asked whether the bank was processing Iranian U-Turn payments. The SCB New York employees stated that the branch was, leading the examiner to ask for information about the volume and value of the U-Turn transactions. As a result of the request, SCB New York pulled information about the volume and value of the Iranian U-Turns processed in 2005 and 2006.

101. Upon reviewing the numbers, SCB New York employees were surprised at the dollar value of Iranian U-Turn transactions processed by the branch, as well as the apparent increase in the number of transactions from 2005. In response, the then-CEO of SCB Americas sent a detailed memo to his superiors at SCB explaining his concerns about SCB’s continued business with Iran. In the memo, the then-CEO of SCB Americas wrote:

We understand the Group’s current strategy is one of continuing to provide banking services to customers with legitimate business with Iran, doing business with significant, reputable Iranian corporates and providing U-turn arrangements for Iran’s major banks. Firstly we believe this needs urgent reviewing at Group level to evaluate if the returns and strategic benefits are...still commensurate with the potential to cause very serious or even catastrophic reputational damage to the Group. Secondly, there is equally importantly potential risk of subjecting management in US and in London (e.g. you and I) and elsewhere to personal reputational damage and/or serious criminal liability. Finally we risk limiting the Groups [sic] ability to exit the Written Agreement in a timely fashion with the resultant implications for our growth ambition and strategic freedom that goes way beyond just the US.

102. Prompted in part by the memo from the then-CEO of SCB Americas, on October 10, 2006, SCB made the decision to exit the Iranian business. As one SCB senior manager wrote, "it was decided that we should terminate our clearing and account services for Iranian banks." As he further explained:

The catalyst for the call and the decision was a memo from [SCB Americas CEO] to [the Group Executive Director] reporting that the New York State Banking Department and the Federal Reserve Bank examiners had stated that they would be looking at Iranian U-turn transactions as part of their inspection commencing on 13 November and that the NY branch have been asked to submit to the regulators weekly information on the value and volume of Iranian U-turns processed in the New York Branch.

...

The decision was based on the increasing pressure being exerted on international banks to sever ties with Iran.

103. On October 30, 2006, SCB informed the FRBNY that it was ending its U.S.-dollar clearing activity for all the Iranian banks. The bank ended its U.S.-dollar activity by March 2007.

104. From August 2007, SCB suspended all new Iranian business in any currency.

SCB's Self-Disclosure and Cooperation

105. Having previously informed the Financial Services Authority, its home country regulator in the United Kingdom, SCB approached federal and state authorities in January 2010 to self-report its conduct. SCB acknowledged and accepted responsibility for its conduct.

106. Throughout the course of this investigation, SCB has fully cooperated with U.S. authorities. SCB undertook a voluntary and comprehensive internal review of its historical payment processing and sanctions compliance practices, which has included the following:

- a. An extensive review of records, including hard copy and electronic documents;
- b. Numerous interviews of current and former employees;
- c. A transaction review conducted by an outside consultant, which included, but was

not limited to review of more than 150 million payment messages and trade transactions across various accounts related to OFAC-sanctioned countries, including an analysis of underlying SWIFT transmission data associated with U.S.-dollar activity for accounts of banks in OFAC-sanctioned countries;

d. A voluntarily waiver of the attorney-client and work product privileges with respect to legal advice concerning compliance with U.S. sanctions during the entire review period, including all the legal advice cited herein;

e. Regular and detailed updates to DANY and DOJ on the results of its investigation and forensic SWIFT data analyses, and responding to additional specific requests of DANY and DOJ;

f. Detailed written reports of the Bank's investigation;

g. An agreement to toll any applicable statutes of limitation; and

h. Making current and former SCB employees available for interviews by U.S. authorities.

SCB's Remediation

107. SCB has also taken voluntary steps to enhance and optimize its sanctions compliance programs, including by:

a. Terminating relationships with sanctioned banks and entities and closing its Iranian representative office and branch;

b. Substantially increasing personnel and resources devoted to sanctions compliance, including appointing a senior U.S.-based employee to oversee its sanctions screening compliance program;

c. Enhancing its U.S.-dollar transactions screening systems;

- d. Designing and implementing improved sanctions compliance training for all staff;
- e. Enhancing its global sanctions compliance policies and procedures, including a general prohibition on new transactions on behalf of U.S. designated terrorists, narcotics traffickers, or WMD proliferators in all currencies;

108. SCB has also agreed, as part of its cooperation with DANY and DOJ, to undertake the further work necessary to further enhance and optimize its sanctions compliance programs. SCB has also agreed to cooperate in DANY and DOJ's ongoing investigations into these banking practices. Furthermore, SCB has agreed to continue to comply with the Wolfsberg Anti-Money Laundering Principles of Correspondent Banking.

Exhibit B

Supplemental Factual Statement

EXHIBIT B -- SUPPLEMENTAL STATEMENT OF FACTS

1. This Supplemental Factual Statement is incorporated by reference in, and is part of, the Amended Deferred Prosecution Agreement dated April 9, 2019, between the New York County District Attorney's Office ("DANY") and Standard Chartered Bank ("SCB"), a United Kingdom bank, and the Amended Deferred Prosecution Agreement dated April 9, 2019 between the United States Department of Justice, Criminal Division, Money Laundering and Asset Recovery Section, the United States Attorney's Office for the District of Columbia (collectively, "DOJ") and SCB (together, the "Amended DPAs"). This Supplemental Factual Statement supplements the prior factual statement attached as Exhibit A (the "2012 Factual Statement") to the parties' deferred prosecution agreements, entered on December 10, 2012 (the "2012 DPAs"), and attached as Exhibit A to the Amended DPAs.

2. SCB agrees and stipulates that the information contained in this Supplemental Factual Statement is true and accurate. SCB admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should DOJ or DANY pursue the prosecutions that are deferred by the Amended DPAs, SCB agrees that it will neither contest the admissibility of, nor contradict, this Supplemental Factual Statement in any such proceedings. The following facts, together with the facts set forth in the 2012 Factual Statement, establish beyond a reasonable doubt the charges set forth below and in the Superseding Information filed in conjunction with the DOJ's Amended DPA.

Introduction

3. SCB is a financial institution registered and organized under the laws of England and Wales and headquartered in London. It is one of the world's largest international banks, with operations in more than sixty markets around the world, including operations in Asia, Africa, the Middle East, Europe and the Americas. Since 1976, SCB has held a license issued by the state of New

York to operate as a foreign bank branch in New York, New York ("SCB New York"). SCB New York provides U.S. dollar clearing services for international wire payments, which can involve, among other things, the conversion of payments from a foreign currency into U.S. dollars. SCB New York is subject to oversight and regulation by the Board of Governors of the Federal Reserve System, as well as the New York State Department of Financial Services.

4. Starting in at least 2007, up through and including 2011, SCB knowingly and willfully violated U.S. and New York State laws by processing U.S. dollar transactions through the United States on behalf of customers of SCB's Dubai branch with known Iranian connections and causing financial services to be exported from the United States to Iran in violation of U.S. economic sanctions. The manner in which SCB assisted these customers in evading U.S. sanctions also caused U.S. financial institutions located in New York to process transactions that otherwise should have been rejected, blocked or stopped for investigation pursuant to U.S. economic sanctions involving Iran.

5. As a result of this conduct, SCB processed approximately 9,500 transactions totaling approximately \$240 million through the U.S. financial system, including SCB New York, on behalf of SCB customers in violation of U.S. sanctions. Each of the financial records underlying these transactions contained false entries or omitted truthful information, in that the financial records did not accurately reflect the Iranian connections of the parties involved.

6. More than half of the U.S. dollar transactions described herein were the result of deficiencies in SCB's compliance program that allowed customers to order U.S. dollar transactions via fax and online payment instructions submitted from sanctioned countries, including Iran. SCB compliance employees in the United Arab Emirates ("UAE") were aware of these sanctions risks as early as May 2010, but did not take sufficient steps to identify the location of customers at the time that payment instructions were submitted, allowing transactions to be initiated from sanctioned

countries, including Iran. While the criminal conduct described herein was not known to high-level SCB officials as of the execution of the 2012 DPAs, certain high-level SCB officials that presented to U.S. law enforcement regarding SCB's sanctions compliance during the initial investigation were aware that SCB customers located in sanctioned countries were accessing SCB's online banking system from Iran to initiate payments, and did not share this information with U.S. law enforcement prior to execution of the 2012 DPAs. DANY does not allege that this omission was deliberate.

7. Once presented with evidence of post-2007 sanctions violations, SCB provided substantial cooperation in the government's investigation of the criminal conduct that occurred from 2007 through 2011, including, among other things, providing significant evidence of criminal wrongdoing by SCB employees and customers involved in the scheme. In addition, since mid-2013, SCB has engaged in significant remediation of its U.S. economic sanctions compliance program.

Individuals and Entities Involved in the Conspiracy with SCB

8. Person A worked at SCB's branch office in Dubai, United Arab Emirates ("SCB Dubai") as a Relationship Manager from November 2007 through September 2014. As a Relationship Manager, Person A was the main point of contact between SCB Dubai and numerous small and medium enterprise ("SME") companies that were in his portfolio. Person A interacted with his customers frequently: answering questions, conducting research, and representing the customer's interests to other SCB components, including SCB Dubai's foreign exchange desk.

9. Person B worked at SCB Dubai from approximately January 2008 to January 2014 as a Treasury Sales Manager. Person B handled sales of foreign exchange services for SME customers of SCB Dubai, including encouraging and helping to facilitate foreign exchange transactions, including U.S. dollar foreign exchange transactions. Treasury Sales Managers partnered with Relationship Managers to develop customer relationships.

10. Person C was an Iranian national who ordinarily resided in Iran. Person C controlled Company C-1 and Company C-2, both of which conducted the majority of their business operations in Iran. Company C-1 was a customer of SCB Dubai from around December 2006 through February 2011. Company C-2 was a customer of SCB Dubai from around February 2011 through September 2011. Both Company C-1 and Company C-2 conducted U.S. dollar financial transactions through their accounts at SCB Dubai.

U.S. Sanctions on Iran

11. The International Emergency Economic Powers Act, Title 50, United States Code, Sections 1701 to 1706 ("IEEPA"), granted the President of the United States a broad spectrum of powers necessary to "deal with any unusual and extraordinary threat, which has its source in whole or substantial part outside the United States, to the national security, foreign policy, or economy of the United States, if the President declares a national emergency with respect to such threat." Title 50, United States Code, Section 1701(a).

12. The President exercised these IEEPA powers through Executive Orders that imposed economic sanctions to address particular emergencies and delegate IEEPA powers for the administration of those sanctions programs. On March 15, 1995, the President issued Executive Order No. 12957, finding that "the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States," and declaring "a national emergency to deal with that threat." On May 6, 1995, the President issued Executive Order No. 12959, which imposed comprehensive trade and financial sanctions on Iran. These sanctions prohibited, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or U.S. persons, wherever located. This includes persons in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for

supply, transshipment, or re-exportation, directly or indirectly, to Iran or the Government of Iran. On August 19, 1997, the President issued Executive Order No. 13059, consolidating and clarifying Executive Order Nos. 12957 and 12959 (collectively, the “Executive Orders”). The most recent continuation of this national emergency was executed on March 12, 2019. 84 Fed. Reg. 9219 (Mar. 13, 2019).

13. The Executive Orders authorized the U.S. Secretary of the Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transactions and Regulations (“ITRs”),¹ 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders. With the exception of certain exempt transactions, the ITRs prohibited, among other things, the export of financial services to Iran, including prohibiting U.S. depository institutions from servicing Iranian accounts, and directly crediting or debiting Iranian accounts, without a license from the United States Department of the Treasury, Office of Foreign Assets Control (“OFAC”). 31 C.F.R. § 560.204. The ITRs defined “Iranian accounts” to include accounts of “persons who are ordinarily resident in Iran, except when such persons are not located in Iran” and explicitly prohibited the exportation of financial services performed on behalf of a person in Iran or where the benefit of such services was received in Iran. 31 C.F.R. §§ 560.320, 560.410. The ITRs also prohibited unlicensed transactions by any U.S. person who evades or avoids, has the purpose of evading or avoiding, or attempts to evade or avoid the restrictions imposed under the ITRs. The ITRs were in effect at all times relevant to the conduct described herein.

14. OFAC was located in the District of Columbia.

¹ On October 22, 2012, OFAC renamed and reissued the ITRs as the Iranian Transactions and Sanctions Regulations. All of the conduct described herein took place prior to the renaming.

15. Pursuant to Title 50, United States Code, Section 1705, it is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition issued under IEEPA, including the ITRs.

DOJ Charge

16. DOJ alleges, and SCB admits, that SCB's conduct, as described herein, violated Title 18, United States Code, Section 371, because SCB and its co-conspirators knowingly and willfully conspired to violate IEEPA, which makes it a crime to willfully attempt to commit, conspire to commit, or aid and abet in the commission of any violation of the regulations prohibiting the export of services from the United States to Iran.

DANY Charge

17. DANY alleges, and SCB admits, that SCB's conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, "with intent to defraud, . . . (1) [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)] . . . or (4) [p]revent[] the making of a true entry or cause[] the omission thereof in the business records of an enterprise." It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person's or entity's "intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof." DANY further alleges, and SCB further admits, that SCB's conduct, as described herein, violated New York State Penal Law Section 105.05, which makes it a crime when, with intent that "conduct constituting . . . a felony be performed, [a person] agrees with one [or] more persons to engage in or cause the performance of such conduct."

The 2012 Deferred Prosecution Agreements

18. In December 2012, DOJ and DANY each entered into a two-year deferred prosecution agreement (together, the "2012 DPAs") with SCB resolving a multi-year investigation

into, among other things, U.S. sanctions violations by SCB occurring from 2001 to 2007 involving SCB's intentional altering of payment instructions for U.S. dollar payments in order to hide the involvement of sanctioned countries and entities.²

19. In mid-2012, during the negotiation of the 2012 DPAs, SCB represented to U.S. law enforcement and regulatory agencies that it had stopped doing new business involving Iran in 2007, and since then had been winding down its legacy Iranian business relationships that originated before 2007. SCB also represented that it had made significant improvements to its compliance program since 2007, and it would not rest in its efforts to maintain a best-in-class sanctions and financial crime risk compliance program. SCB officials also detailed to U.S. law enforcement and regulatory agencies in mid-2012 examples of the work it was currently doing to identify customers of SCB Dubai who may have been attempting to undertake business with Iran using deceptive practices, and to exit those banking relationships.

20. After entering into the 2012 DPAs, U.S. law enforcement learned through an unrelated investigation that SCB may have unlawfully processed U.S. dollar transactions for corporate and individual customers with possible ties to Iran and other U.S. sanctioned countries after 2007. SCB agreed to cooperate in DOJ and DANY's investigation into SCB's post-2007 conduct.

The 2007-2011 Criminal Conspiracy

21. After SCB enacted a policy to suspend new Iranian business in August 2007, certain SCB Dubai customers with ties to Iran sought to continue to conduct U.S. dollar financial transactions with Iranian entities using deceptive means. Persons A and B, both employees and agents of SCB, were aware of certain customers' Iranian connections and use of deception, and conspired with those

² SCB's 2001 to 2007 conduct is described in Paragraphs 22 to 104 of the 2012 Factual Statement. In connection with the 2012 DPA with DOJ, SCB agreed to the filing of a criminal information charging SCB with knowingly and willfully conspiring, in violation of Title 18, United States Code, Section 371, to engage in transactions with entities associated with sanctioned countries, including Iran, Sudan, Libya, and Burma, in violation of IEEPA and the regulations promulgated thereunder.

customers after August 2007, to cause U.S. financial services to be exported to Iran in violation of IEEPA and regulations promulgated thereunder.

22. Persons A and B willfully conspired with several people and entities to help Iran-connected customers of SCB Dubai conduct U.S. dollar transactions and cause U.S. financial services to be exported to Iran through SCB. Persons A and B helped Iranian nationals located in Dubai open commercial bank accounts at SCB Dubai, with knowledge that in some instances the commercial entities were fronts for Iranian businesses. Persons A and B also helped Iranian nationals operating such accounts to conduct U.S. dollar financial transactions and to facilitate the transfer of U.S. dollars through the United States for the benefit of Iranian entities.

23. One of the Iran-connected customers of SCB Dubai was Person C, who operated business accounts on behalf of Company C-1 and Company C-2. Person A was the relationship manager for Person C's business accounts from November 2007 through August 2011. Person B helped facilitate foreign currency transactions, including in U.S. dollars, for Person C's business accounts from July 2008 through August 2011.

24. Person C ordinarily resided in Iran while operating the business accounts for Company C-1 and Company C-2 from 2007 through 2011. SCB's core banking system listed Person C as an Iranian person with both UAE and Iranian contact information, including Iranian fax and phone numbers beginning with the +98 country code prefix for Iran. SCB records also contained copies of Person's C's Iranian passport. In addition, SCB records included a 2007 know-your-customer ("KYC") form for Company C-1 stating that the customer had a facility in Iran and exported materials from Iran to various countries. The contact information for Company C-1 listed in SCB's records included at least two Iranian phone numbers each of which began with the +98 country code prefix for Iran. In July 2008, during two separate phone calls recorded by SCB Dubai, Person C told Person B that Person C was in Iran, and later invited Person B to visit in Iran.

25. SCB employees, including Person A and Person B and others, knew that Person C's business organizations were operated from Iran and conducted U.S. dollar transactions through the United States for the benefit of Iranian entities. Between April 2008 and November 2010, SCB stopped multiple payments for Company C-1 based upon Iran-related references in the payment instructions, including the names of various cities in Iran, as well references related to Iranian shipping lines. In June 2009 and September 2009, SCB blocked two outgoing payments from Company C-1 to Iranian beneficiary banks. In August 2010 and again in January 2011, SCB was aware that outgoing payments from Company C-1 were rejected by other financial institutions, including beneficiary banks and correspondent banks, due to Company C-1's Iranian connections. In each instance, SCB employees were aware of the payments stopped due to Iranian connections.

26. Person A and Person B also provided false and misleading information to SCB compliance in order to disguise Person C's Iranian connections. For example, on or about August 24, 2008, Person A responded to an SCB compliance inquiry about Company C-1 by stating, among other things, that Company C-1 did not have any branches outside the UAE without disclosing the information provided on Company C-1's 2007 KYC form. Likewise, when SCB and other financial institutions rejected payment requests from SCB on behalf of Company C-1 and Company C-2, Person A and Person B helped conceal the transactions' Iranian connections through lies and omissions.

27. In December 2010, SCB decided to exit its banking relationship with Company C-1 based in part on the numerous payment requests that were stopped by SCB and other correspondent and beneficiary banks because of Iranian sanctions concerns as described. Person A and Person B helped Person C open a new business account under a new name, Company C-2, so that Person C could continue conducting U.S. dollar transactions through the United States without suffering similar rejections. Although a non-Iranian co-conspirator of Person C was the nominal owner of Company

C-2, Person A and Person B knew that Person C controlled Company C-2. In a January 19, 2011, telephone call recorded by SCB Dubai, Person C asked Person A to extend the closure of Company C-1's account to give Person C time to open the account for Company C-2:

Person C: "You know, about this eh I want to ask [can you please] make eh extend [f]or [C]ompany [C-1] for thirty-one January, because I am waiting for the answer of eh [Company C-2]?"

Person A: "Okay let me try."

Person C: "Please please"

Person A: "Okay let me try. Okay okay."

Person C: "Please, thank you very much, thank you and call me please"

Company C-2's account with SCB Dubai was opened on or about February 14, 2011, and Company C-1's account with SCB Dubai was closed on or about February 13, 2011. On February 15, 2011, Person C called Person A on a recorded SCB telephone line and confirmed that Company C-1's account was closed and Company C-2's account was opened. On February 23, 2011, a customer account record identified Person C as an authorized signatory/dealer on Company C-2's account. Documents contained in SCB's records also show that much of the contact information (telephone number, mobile phone number, fax number, and mailing address) for Company C-2 was the same as Company C-1.

28. Person A and Person B also instructed Person C on how to structure financial transactions that would not raise suspicion of an Iranian connection or other illegality. For example, on or about March 9, 2011, in a telephone call recorded by SCB Dubai, Person A told Person C not to send payments to Iranian individuals directly from Company C-2's account, but rather, to have a co-conspirator transfer the funds from Company C-2's account to his personal account at SCB Dubai and then send the payments to the Iranian individuals in order to avoid having Company C-2's account closed:

Person A: "I am telling you once these go there will be no next time then you'll come back and they will say we will need to close the account [be]cause now even one payment is going [to an individual who] is Iranian."

Person C: "Mm"

Person A: "[The payment] will be stuck. And once it is stuck . . . then you will come to me when no no don't close the account then nothing left and I am telling you."

Person C: "Mm"

Person A: "[The second individual payee] is Iranian, I know [the third individual payee] is Iranian, [and the first individual payee] is Iranian."

Person C: "Mmm how we can do this?"

Person A: "I am telling you, ask ask [co-conspirator] to transfer funds from [Company C-2's account at SCB-Dubai] to his personal account [at SCB-Dubai]. From [his] personal account he can make these five payments."

SCB Dubai closed Company C-2's account in September 2011 due to sanctions concerns.

29. Person A and Person B conspired with other Iran-connected individuals and business organizations during their employment with SCB Dubai during much of the same period and using many of the same tactics as they used with Person C.

30. Person A and Person B willfully engaged in this misconduct knowing that it was in violation of U.S. law. Their conduct was within the scope of their employment with SCB Dubai and their intent was, at least in part, to generate revenue for SCB and to maintain their employment with SCB Dubai.

31. As part of the conspiracy, SCB willfully processed approximately 9,500 U.S. dollar transactions through the United States from November 2007 through August 2011, totaling approximately \$240 million, on behalf of Company C-1 and Company C-2.

32. At no time did SCB or its co-conspirators apply for, receive, or possess a license or authorization from OFAC for the conduct set forth herein. SCB and its co-conspirators failed to provide truthful, accurate, and full information to SCB New York regarding the true source and

purpose of the financial transactions described in Paragraph 31. The transactions caused SCB New York to create financial records that contained false or misleading entries or omissions.

Fax and Online Payment Instructions Submitted from Iran

33. More than half of the criminal transactions SCB processed for Company C-1 and Company C-2—totaling more than \$120 million—were the result of particular deficiencies in SCB’s compliance program which allowed customers to order U.S. dollar transactions via fax and online payment instructions from sanctioned countries, including Iran. Company C-1 and Company C-2 submitted payment instructions from fax numbers bearing the +98 country code for Iran to request more than \$104 million in U.S. dollar transactions from SCB Dubai. Company C-1 and Company C-2 also utilized SCB’s online banking platforms to direct more than \$15 million in additional U.S. dollar transactions from Internet Protocol (“IP”) addresses assigned to Iran.

34. These compliance deficiencies allowed thousands of payment instructions to be issued by individuals located inside a comprehensively sanctioned country such as Iran, and caused hundreds of millions of U.S. dollars to be processed through the United States without a license from OFAC. With respect to both the faxed and online payment instructions, SCB possessed sufficient information to identify the location of the customers submitting the orders, but was too slow to block payments initiated from sanctioned countries. SCB’s failure to act promptly on this information resulted in additional criminal transactions being conducted by Company C-1 and Company C-2 as well as numerous sanctions-violative transactions on behalf of other individuals and entities in sanctioned countries.

35. SCB Dubai compliance officials were aware of the risk of transactions being initiated through payment instructions submitted by customers located in Iran and other sanctioned countries as early as May 2010. By March 2012, high-level SCB officials that presented to U.S. law enforcement regarding SCB’s sanctions compliance during the initial investigation were aware of the online access

issue whereby customers could conduct transactions from IP addresses registered to sanctioned countries, but they did not share their awareness of this issue with U.S. law enforcement or regulatory agencies prior to entry of the 2012 DPAs in December 2012. SCB officials did not disclose these issues until presented with evidence of the compliance deficiencies during the government's investigation into the post-2007 sanctions violations. DANY does not allege that this omission was deliberate. SCB did not comprehensively block online access from sanctioned countries until 2014.

SCB's Knowledge of Heightened Iranian Sanctions Risk at SCB Dubai

36. After SCB suspended all new Iranian business in 2007, bank officials were aware that Iranian entities were seeking to circumvent SCB's new rule. By at least December 2009, SCB officials knew that SCB Dubai's SME business posed a higher Iranian sanctions risk because of, among other things: (1) the close physical proximity of Dubai to Iran; (2) the large number of Iranian nationals operating SMEs in Dubai; and (3) corporate clients associated with Iranian nationals (*e.g.* shareholders, directors, and authorized signatories). Additionally, senior SCB officials were aware of the risk that UAE-based general trading companies ("GTCs") operated by Iranian nationals could be subsidiaries or branches of parent companies in Iran.

37. By 2010 at the latest, SCB officials knew of the risk that UAE-based GTCs could use their relationships with SCB Dubai to attempt to circumvent U.S. sanctions on Iran. For example, SCB officials knew that some Iranian nationals who were not resident in the UAE nonetheless presented UAE residency visas to SCB Dubai employees to open business accounts, raising the risk of sanctions violations. As of early 2011, SCB officials knew that financial transactions from GTC customers of SCB Dubai were being rejected by other SCB branches and by other banks due to the involvement of Iranian parties. In May 2011, high-level SCB compliance employees had compiled a list of GTC customers of SCB Dubai whose transactions were being declined based upon, in part, potential Iranian sanctions violations. In June 2011, SCB Dubai officials also were aware that several

GTC customers of SCB Dubai were presenting checks drawn on Iranian bank accounts, and that some of these customers appeared to be engaged in substantial trade routed through Iranian banks. In response, SCB compliance personnel undertook a variety of efforts to mitigate the risk of Iranian infiltration, but those efforts were insufficient.

38. SCB's sanctions compliance program was not equipped to confront the risks of banking SMEs in Dubai, and it failed to timely detect and prevent the criminal conduct described above. SCB's sanctions compliance program was insufficiently staffed and inadequately resourced. Although SCB was aware that certain SCB Dubai corporate customers, including SMEs, posed higher risk of Iranian sanctions violation, SCB did not dedicate sufficient compliance employees to review the customer due diligence and KYC documents that could have more fully informed SCB of the extent of the problem. In fact, SCB Dubai fell so far behind in reviewing these documents that it took years to clear the backlog.

39. SCB's representations to U.S. law enforcement in 2012 about its compliance program did not sufficiently disclose the deficiencies in its compliance program which allowed the criminal conduct described above to occur. SCB claimed at the time that it had made significant improvements since 2007, and was committed to maintaining a best-in-class program. SCB also described to U.S. law enforcement several examples in which SCB's compliance program successfully identified SCB Dubai customers attempting to evade sanctions controls. In fact, as early as 2008, SCB compliance officials knew that the bank was not timely reviewing and updating customer due diligence forms, and had not devoted sufficient resources to complete the task. SCB was slow to make required improvements to its inadequate compliance program after the 2012 DPAs were executed.

SCB's Remediation and Cooperation

40. Since mid-2013, SCB has engaged in significant remediation, including the comprehensive enhancement of its U.S. economic sanctions compliance program and significant improvements to its financial crime compliance program.

41. Once presented with evidence of potential post-2007 sanctions violations, SCB provided substantial cooperation in the government's investigation of the criminal conduct that occurred from 2007 through 2011. SCB conducted an extensive and thorough internal investigation, voluntarily made foreign-based employees available for interviews, and produced voluminous documentary materials to DOJ and DANY. In addition, SCB produced to DOJ and DANY significant evidence of criminal wrongdoing perpetrated by certain of its agents and employees. While much of SCB's cooperation was required by the 2012 DPAs, SCB's efforts exceeded the cooperation that was required by the 2012 DPAs.

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DEFERRED PROSECUTION AGREEMENT

Société Générale S.A. ("SOCIÉTÉ GÉNÉRALE") is a financial institution registered and organized under the laws of France. SOCIÉTÉ GÉNÉRALE, by and through its attorneys, Skadden, Arps, Slate, Meagher & Flom LLP, and Sullivan & Cromwell LLP, and the District Attorney of the County of New York ("DANY") enter into this Deferred Prosecution Agreement (the "Agreement"). SOCIÉTÉ GÉNÉRALE agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice (the "United States").

1. SOCIÉTÉ GÉNÉRALE agrees that it shall in all respects comply with its obligations in this Agreement and in the Deferred Prosecution Agreement it has entered into with the United States. A violation of SOCIÉTÉ GÉNÉRALE's obligations in its Deferred Prosecution Agreement with the United States may be deemed a violation of this Agreement, at the sole discretion of DANY.

2. SOCIÉTÉ GÉNÉRALE accepts and acknowledges responsibility under the laws of the United States and New York State for its conduct and that of its officers, directors, employees, and agents as set forth in the Statement of Facts, attached hereto as Exhibit A, and incorporated herein by reference (the "Statement of Facts"). SG stipulates that the facts set forth in the Statement of Facts are true and accurate. If DANY initiates a prosecution that is deferred by this Agreement against SOCIÉTÉ GÉNÉRALE, pursuant to Paragraph 6 of this Agreement, SOCIÉTÉ GÉNÉRALE agrees that it will neither contest the admissibility of the Statement of Facts or any other documents provided by SOCIÉTÉ

GÉNÉRALE to DANY, nor contradict in any such proceeding the facts contained within the Statement of Facts.

3. As a result of SOCIÉTÉ GÉNÉRALE's conduct as set forth in the Statement of Facts, DANY has determined that it could initiate a criminal prosecution against SOCIÉTÉ GÉNÉRALE pursuant to New York State Penal Law Section 175.10 and a forfeiture action against certain funds currently held by SOCIÉTÉ GÉNÉRALE, and that such funds would be forfeitable under New York State law. Therefore, SOCIÉTÉ GÉNÉRALE hereby expressly agrees to settle and does settle any and all criminal and forfeiture claims presently held by DANY against those funds for the sum of \$880,000,000 (the "Settlement Amount"), of which \$162,800,000 will be paid directly to DANY in full settlement of SOCIÉTÉ GÉNÉRALE's financial obligations to DANY in this Agreement, to be distributed by DANY to the City and State of New York pursuant to New York State law¹. DANY agrees that the payment made by SOCIÉTÉ GÉNÉRALE in connection with its concurrent settlement of the related criminal action brought by SDNY in the amount of \$717,200,000 shall be credited against the total Settlement Amount². The parties to this Agreement agree that the Settlement Amount will fully satisfy all claims presently held by DANY within the scope of or described in the Statement of Facts or disclosed by SOCIÉTÉ GÉNÉRALE or its subsidiaries or affiliates to DANY during the course of

¹ SOCIÉTÉ GÉNÉRALE and DANY understand that should the U.S. District Court for the Southern District of New York decline to grant a waiver of the Speedy Trial Act pursuant to 18 U.S.C. §3161(h)(2) for the Deferred Prosecution Agreement with the United States referenced in paragraph 1, both SOCIÉTÉ GÉNÉRALE and DANY are released from the terms of this agreement and this agreement is null and void except for the tolling provisions in paragraph 6.

² Of the \$717,200,000, DANY understands and agrees that pursuant to the Justice for United States Victims of State Sponsored Terrorism Act, Title 34, United States Code, Section 20144, one half of the \$717,200,000 paid to the SDNY shall be transferred to the United States Victims of State Sponsored Terrorism Fund following the entry of a final order of forfeiture in U.S. District Court.

DANY's investigation (the "Investigation") and prior to the execution of this Agreement. SOCIÉTÉ GÉNÉRALE shall wire-transfer \$162,800,000 to an account designated by DANY within five (5) business days of the signing of this Agreement..

4. Upon transfer of \$162,800,000 to DANY, SOCIÉTÉ GÉNÉRALE shall release any and all claims it may have to such funds and execute such documents as are necessary to accomplish the forfeiture. SOCIÉTÉ GÉNÉRALE agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Settlement Amount, or any other action or motion seeking to collaterally attack the forfeiture of the Settlement Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

5. In consideration of SOCIÉTÉ GÉNÉRALE's voluntary cooperation with the Investigation, its remedial actions to date and its willingness to: (i) acknowledge and accept responsibility under the laws of the United States and New York State for its actions and the actions of its officers, directors, employees, and agents as set forth in the Statement of Facts; (ii) voluntarily terminate the conduct set forth in the Statement of Facts prior to the commencement of the Investigation; (iii) continue to provide to DANY cooperation, as detailed in this Agreement, including using its reasonable best efforts to voluntarily make U.S. and foreign employees available for interviews, subject to SOCIÉTÉ GÉNÉRALE's and any of its affiliates' obligations under applicable laws and regulations, and collecting, analyzing, and organizing voluminous evidence and information for DANY, except as described in Paragraph 16; (iv) engage in remediation and training as outlined in the Paragraph 17; and (v) settle any criminal claims currently held by DANY for any act within

the scope of or related to the Statement of Facts or this Investigation; DANY agrees as follows:

a. that it shall defer prosecution of SOCIÉTÉ GÉNÉRALE for a period of thirty-six (36) months from the date of this Agreement, or less at the sole discretion of DANY. DANY shall not prosecute SOCIÉTÉ GÉNÉRALE or any of its corporate parents, subsidiaries, affiliates, successors, predecessors, or assignees for any conduct detailed in the Statement of Facts or disclosed by SOCIÉTÉ GÉNÉRALE or its subsidiaries to DANY during the course of this Investigation and prior to the execution of this Agreement so long as SOCIÉTÉ GÉNÉRALE complies with all of its obligations pursuant to this Agreement; and

b. that if SOCIÉTÉ GÉNÉRALE is in full compliance with all of its obligations under this Agreement for the time period set forth in Paragraph 5(a), this Agreement shall expire and be of no further force or effect, except that DANY's agreement not to prosecute SOCIÉTÉ GÉNÉRALE as set forth in the Agreement shall survive. In the event DANY finds, in its sole discretion, that the provisions of this Agreement have been satisfied, the term of the Agreement may be terminated early.

6. SOCIÉTÉ GÉNÉRALE expressly agrees that within six (6) months of a determination by DANY that a material and willful breach by SOCIÉTÉ GÉNÉRALE of this Agreement has occurred, any prosecution for violations of New York State law that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, and which relates to the facts set forth in the Statement of Facts may, in the sole discretion of DANY, be commenced or reinstated against SOCIÉTÉ GÉNÉRALE,

notwithstanding the expiration of any applicable statute of limitations. In the event of a breach, it is the intent of this agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred as of the date this Agreement is signed. SOCIÉTÉ GÉNÉRALE agrees that it will neither contest the admissibility or authenticity of the Statement of Facts or any other documents provided by SOCIÉTÉ GÉNÉRALE to DANY, nor contradict in any proceeding the facts contained in the Statement of Facts. SOCIÉTÉ GÉNÉRALE expressly waives any challenges to the venue and jurisdiction of the Supreme Court of the State of New York for the County of New York in any such prosecution. SOCIÉTÉ GÉNÉRALE's obligations pursuant to this Agreement shall terminate in the event that a prosecution against SOCIÉTÉ GÉNÉRALE by DANY is pursued and not deferred, subject to the provisions set forth in this agreement.

7. SOCIÉTÉ GÉNÉRALE expressly agrees that it shall not, through its present or future attorneys, board of directors, agents, officers or employees authorized to speak on its behalf, make any public statement contradicting the acceptance of responsibility by SOCIÉTÉ GÉNÉRALE set forth above or any statement of fact described in the Statement of Facts. Any such public statements by SOCIÉTÉ GÉNÉRALE, through its present or future attorneys, board of directors, agents, officers or employees authorized to speak on its behalf, subject to the cure rights of SOCIÉTÉ GÉNÉRALE set forth below, shall constitute a breach of this Agreement, and SOCIÉTÉ GÉNÉRALE could thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision of whether any public statement by any such person contradicts the acceptance of responsibility by SOCIÉTÉ GÉNÉRALE set forth in this Agreement, or a fact described in the Statement of

Facts, shall be in the sole discretion of DANY. Upon DANY's notification to SOCIÉTÉ GÉNÉRALE of a public statement by any such person that in whole or in part contradicts the acceptance of responsibility by SOCIÉTÉ GÉNÉRALE set forth above or any statement of fact contained in the Statement of Facts, SOCIÉTÉ GÉNÉRALE may avoid breach of this Agreement by publicly repudiating, subject to DANY's approval, such statement within seventy-two (72) hours of notification by DANY. SOCIÉTÉ GÉNÉRALE shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This paragraph is not intended to apply to any statement made by any present or former SOCIÉTÉ GÉNÉRALE employee, officer, director, or statement made by any individual in the course of any criminal, regulatory, or civil case or investigation initiated by a governmental or private party against such individual or by such individual against SOCIÉTÉ GÉNÉRALE regarding that individual's personal conduct. Subject to this paragraph, SOCIÉTÉ GÉNÉRALE retains the ability to provide information or take legal positions in litigation or other regulatory proceedings in which the United States or DANY is not a party.

8. SOCIÉTÉ GÉNÉRALE agrees that if it or any of its controlled affiliates issues a press release or holds any press conference in connection with this Agreement, SOCIÉTÉ GÉNÉRALE shall first consult with DANY to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect

to matters between DANY and SOCIÉTÉ GÉNÉRALE; and (b) whether DANY has any objection to the release.

9. Should DANY determine, during the term of this Agreement, that SOCIÉTÉ GÉNÉRALE has committed any New York State crime after the signing of this Agreement, SOCIÉTÉ GÉNÉRALE shall, in the sole discretion of DANY, thereafter be subject to prosecution for any such crimes, including but not limited to the conduct described in the Statement of Facts. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal, and any such prosecution may be premised upon any information provided by or on behalf of SOCIÉTÉ GÉNÉRALE. The discovery by DANY of any purely historical criminal conduct that did not take place during the term of the Agreement will not constitute a breach of the Agreement.

10. SOCIÉTÉ GÉNÉRALE shall be permitted to treat any fine and forfeiture as required by applicable accounting provisions. SOCIÉTÉ GÉNÉRALE, however, agrees that it shall not claim, assert, or apply for, either directly or indirectly, any tax deduction, tax credit, or any other offset with regard to any U.S. federal, state, local, or foreign tax or taxable income for any fine or forfeiture paid pursuant to this Agreement.

11. The Settlement Amount paid is final and shall not be refunded in the event of a breach of this Agreement and any subsequent prosecution. In the event of a breach of this Agreement and subsequent prosecution, DANY may pursue additional civil and criminal forfeiture in excess of the Settlement Amount. DANY agrees that under such

circumstances, it shall recommend to the court that the Settlement Amount should be offset against any fine or forfeiture the court may impose as part of a future judgment.

12. Should DANY determine that SOCIÉTÉ GÉNÉRALE has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to SOCIÉTÉ GÉNÉRALE of the alleged breach and allow SOCIÉTÉ GÉNÉRALE a thirty (30) day period from the date of receipt of said notice, or longer, at the discretion of DANY, to cure the breach by making an oral or written presentation to DANY that demonstrates that no breach has occurred, or, to the extent applicable, that the breach is not willful or material, or has been cured. The parties hereto expressly understand and agree that, should SOCIÉTÉ GÉNÉRALE fail to make the above-noted presentation within such time period, it shall be presumed that SOCIÉTÉ GÉNÉRALE is in material breach of this Agreement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of SOCIÉTÉ GÉNÉRALE to DANY or the United States at any time during the Investigation and the term of this Agreement. The information includes (a) all statements made by or on behalf of SOCIÉTÉ GÉNÉRALE, including the attached Statement of Facts, (b) any testimony given by or on behalf of SOCIÉTÉ GÉNÉRALE before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and (c) any leads derived from such statements or testimony. The information shall be admissible in evidence in any and all criminal proceedings brought by DANY against SOCIÉTÉ GÉNÉRALE,

and SOCIÉTÉ GÉNÉRALE shall not assert any claim under the United States Constitution or New York State Constitution or any other rule that any such statements or testimony made by or on behalf of SOCIÉTÉ GÉNÉRALE prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of SOCIÉTÉ GÉNÉRALE will be imputed to SOCIÉTÉ GÉNÉRALE for the purpose of determining whether SOCIÉTÉ GÉNÉRALE has violated any provision of this Agreement shall be in the sole discretion of DANY.

13. DANY agrees that, so long as SOCIÉTÉ GÉNÉRALE complies with all of its obligations pursuant to this Agreement, it shall not seek to prosecute SOCIÉTÉ GÉNÉRALE or any of its subsidiaries, affiliates, successors, predecessors, and assignees for any act within the scope of or related to the Statement of Facts or disclosed by SOCIÉTÉ GÉNÉRALE or its subsidiaries to DANY during the course of this Investigation and prior to the execution of this Agreement, that violated New York State law during the period set forth in the Statement of Facts. This Paragraph does not provide protection against prosecution of SOCIÉTÉ GÉNÉRALE, or any of its affiliates, successors, related companies, employees, officers, or directors, acting within the scope of their employment and for the benefit of SOCIÉTÉ GÉNÉRALE, who knowingly and willfully transmitted or approved the transmission of United States Dollar ("USD") denominated funds through the United States, or involving a U.S. person, in violation of New York State law, that went to, came from, or involved persons or entities designated at the time of the transaction by the

Office of Foreign Assets Control ("OFAC") as a Specially Designated Terrorist, a Specially Designated Global Terrorist, a Foreign Terrorist Organization, or a proliferator of Weapons of Mass Destruction, except in so far as such transactions occurred during the period set forth in the Statement of Facts or disclosed by SOCIÉTÉ GÉNÉRALE or its subsidiaries or affiliates to DANY during the course of this Investigation and prior to the execution of this Agreement. SOCIÉTÉ GÉNÉRALE agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law of New York State with respect to such conduct for a period of eighteen (18) months from the date of this Agreement. The decision about whether SOCIÉTÉ GÉNÉRALE has breached this paragraph of the Agreement shall be at the sole discretion of DANY.

14. SOCIÉTÉ GÉNÉRALE agrees that, if it sells, merges or transfers all or substantially all of its banking operations or assets as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser/successor/transferee to the obligations described in this Agreement. Any such provision in a contract of sale, merger, or transfer shall not expand or impose additional obligations on SOCIÉTÉ GÉNÉRALE or the purchaser/successor/transferee beyond those contained in this Agreement, including but not limited to the SOCIÉTÉ GÉNÉRALE obligations described in Paragraphs 16 and 17.

15. It is understood that nothing in this Agreement shall require SOCIÉTÉ GÉNÉRALE to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement, and this Agreement shall not extend any

protections to any such company or entity. Furthermore, it is understood and agreed that the obligations in this Agreement do not apply to any affiliates that are not controlled by SOCIÉTÉ GÉNÉRALE.

16. It is understood and agreed that SOCIÉTÉ GÉNÉRALE's obligations under this Agreement are subject to applicable laws, and nothing in this Agreement shall be construed to require SOCIÉTÉ GÉNÉRALE to take any steps in violation of applicable law. SOCIÉTÉ GÉNÉRALE agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of DANY, supply any relevant document, electronic data, or other objects in the possession, custody or control of SOCIÉTÉ GÉNÉRALE relating to any transaction within the scope of or relating to the Statement of Facts and known to SOCIÉTÉ GÉNÉRALE. If such data is in electronic format, SOCIÉTÉ GÉNÉRALE shall provide access to such data and assistance in operating any computer and other equipment that is necessary to retrieve the data. Nothing in this Agreement shall be construed to require SOCIÉTÉ GÉNÉRALE to produce any documents, records or tangible evidence, or other information (including testimony or interviews of officers, employees, agents, consultants and representatives) that are protected by the attorney-client privilege, work product doctrine, or other applicable privileges, or that is prohibited from disclosure by French, European Union, or other applicable law, or by the rules and regulations of banking regulators regarding the disclosure of confidential supervisory information. To the extent that SOCIÉTÉ GÉNÉRALE believes in good faith that such materials are covered by any such laws, SOCIÉTÉ GÉNÉRALE shall notify DANY of the existence and type of such materials, and use its reasonable best efforts to produce such

materials, including supporting an application made by DANY to the appropriate governmental agency or court, for authority to provide DANY with the requested materials, provided that SOCIÉTÉ GÉNÉRALE shall not be required to produce any materials where such production would be in breach of applicable local law. At the request of DANY, SOCIÉTÉ GÉNÉRALE shall explain, orally or in writing, as appropriate under the circumstances, the operation and application of any law where SOCIÉTÉ GÉNÉRALE concludes that it would be unlawful to directly or indirectly produce the materials to DANY.

17. SOCIÉTÉ GÉNÉRALE further agrees that it shall, subject to applicable law:

a. Continue to apply the OFAC sanctions list to the same extent as any United Nations ("U.N.") or European Union ("E.U.") sanctions or freeze lists are utilized to USD transactions, the acceptance of customers, and all USD cross-border Society for Worldwide Interbank Financial Telecommunications ("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds;

b. Continue to complete economic sanctions training, covering U.S., U.N., E.U. sanctions and trade control laws for all employees, including officers, (1) involved in the processing or investigation of USD payments; (2) involved in the execution of USD denominated securities trading orders; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., E.U., U.N. sanctions, including the execution of cross-border payments;

c. Continue to apply its written policy requiring the use of SWIFT Message Type ("MT") MT 202COV bank-to-bank payment message where appropriate under SWIFT

Guidelines, and by the date of the first report required by Paragraph 18 of this Agreement, certify continuing application of that policy;

d. Continue to apply and implement compliance procedures and training designed to ensure that the SOCIÉTÉ GÉNÉRALE compliance officer in charge of sanctions is made aware in a timely manner of any known request or attempts by any entity (including, but not limited to, SOCIÉTÉ GÉNÉRALE's customers, financial institutions, companies, organizations, groups, or persons) to withhold or alter its name or other identifying information where the request or attempt appears to be related to circumventing or evading TWEA, the International Emergency Powers Act, and regulations thereunder (collectively, "United States Sanctions Laws"). SOCIÉTÉ GÉNÉRALE shall report to DANY in a timely manner, the name and contact information, if available to SOCIÉTÉ GÉNÉRALE, of any entity that makes such a request;

e. Maintain the electronic database of SWIFT MT payment messages and all documents and materials produced by SOCIÉTÉ GÉNÉRALE to DANY as part of this Investigation relating to USD payments processed during the period from August 2003 through May 2012 in electronic format during the period of this Agreement, including any extensions;

f. Abide by any and all requirements of the Settlement Agreement, dated November 19, 2018, by and between OFAC and SOCIÉTÉ GÉNÉRALE regarding remedial measures or other required actions related to this matter;

g. Abide by any and all requirements of a Cease and Desist Order, dated November 19, 2018, by and between the Board of Governors of the Federal

Reserve System (the "Federal Reserve") and SOCIÉTÉ GÉNÉRALE regarding remedial measures or other required actions related to this matter;

h. Abide by any and all requirements of the Consent Order, dated November 19, 2018, by and between the New York State Department of Financial Services ("DFS") and SOCIÉTÉ GÉNÉRALE regarding remedial measures or other required actions related to this matter;

i. SOCIÉTÉ GÉNÉRALE shall share with DANY any reports, disclosures, or information that SOCIÉTÉ GÉNÉRALE, by the terms of these Settlement Agreements and Cease and Desist and Consent Orders, is required to provide to OFAC, the Federal Reserve, and DFS, subject to receiving the required approvals and consents from OFAC, the Federal Reserve, or DFS. SOCIÉTÉ GÉNÉRALE further agrees that any U.S. sanctions compliance consultant or monitor imposed by the Federal Reserve or DFS shall at SOCIÉTÉ GÉNÉRALE's own expense, submit to DANY any report that it submits to the Federal Reserve or DFS, subject to receiving the required approvals and consents from the Federal Reserve or DFS;

j. Notify DANY of any criminal, civil, administrative or regulatory investigation or action involving SOCIÉTÉ GÉNÉRALE, its current directors, officers, employees, consultants, representatives, and agents related to SOCIÉTÉ GÉNÉRALE's compliance with United States Sanctions Laws, to the extent permitted by the agency conducting the investigation or action and applicable law;

k. Use its reasonable best efforts to make available, at its cost, SOCIÉTÉ GÉNÉRALE's current and former directors, officers, employees, consultants,

representatives, and agents when requested by DANY to provide additional information and materials concerning this Investigation, to testify including sworn testimony before a grand jury or in judicial proceedings, and to be interviewed by law enforcement authorities;

l. When requested by DANY, SOCIÉTÉ GÉNÉRALE shall use its reasonable best efforts to identify additional witnesses who, to SOCIÉTÉ GÉNÉRALE's knowledge, may have material information concerning this Investigation and notify DANY; and

m. Provide information, materials, and testimony as necessary or requested to identify or to establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence concerning this Investigation in any criminal or judicial proceeding.

18. SOCIÉTÉ GÉNÉRALE agrees that for the duration of this Agreement it will provide DANY with quarterly reports within thirty (30) days after the end of each calendar quarter ("Quarterly Reports") describing the status of SOCIÉTÉ GÉNÉRALE's implementation of any remedial changes to its sanctions compliance program required by any of its U.S. regulators, subject to the rules and regulations of banking regulators regarding the disclosure of confidential supervisory information and applicable laws. SOCIÉTÉ GÉNÉRALE agrees to notify DANY where such information has been withheld due to applicable laws, and agrees to use its reasonable best efforts to assist DANY in seeking access to any such information through application to the relevant regulator or other entity. The Quarterly Reports shall identify any violations of United States Sanctions Laws that have come to the attention of SOCIÉTÉ GÉNÉRALE's legal and compliance personnel during this reporting period. At the end of the term of the

Agreement, SOCIÉTÉ GÉNÉRALE's Head of Compliance must certify via his or her signature that SOCIÉTÉ GÉNÉRALE's sanctions compliance measures described in Paragraph 17 have been completed.

19. It is further understood that this Agreement is binding on SOCIÉTÉ GÉNÉRALE and DANY, but specifically does not bind any federal agencies, or any state or local authorities. DANY will bring the cooperation of SOCIÉTÉ GÉNÉRALE and its compliance with its obligations under this Agreement to the attention of any federal, state, or local prosecuting office or regulatory agency, if requested by SOCIÉTÉ GÉNÉRALE or its attorneys.

20. It is further understood that this Agreement does not relate to or cover any conduct by SOCIÉTÉ GÉNÉRALE other than that disclosed during the course of the Investigation or described in the Statement of Facts and this Agreement. Nothing in this Agreement shall prohibit or restrict in any way the ability of any federal agency or department, or any other state or local government from pursuing any criminal, civil, administrative, or regulatory action against any current or former directors, officers, employees, or agents of SOCIÉTÉ GÉNÉRALE or against any other entities or individuals. The parties to this Agreement intend that the Agreement does not confer or provide any benefits, privileges, immunities, or rights to any other individual or entity other than the parties hereto.

21. SOCIÉTÉ GÉNÉRALE and DANY agree that this Agreement and the Statement of Facts shall be disclosed to the public.


22. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between SOCIÉTÉ GÉNÉRALE and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or bind SOCIÉTÉ GÉNÉRALE or DANY unless expressly set forth in writing, signed by DANY, SOCIÉTÉ GÉNÉRALE's attorneys, and a duly authorized representative of SOCIÉTÉ GÉNÉRALE. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties. This Agreement supersedes any prior promises, agreements or conditions between SOCIÉTÉ GÉNÉRALE and DANY. SOCIÉTÉ GÉNÉRALE agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under this Agreement and it agrees to abide by all terms and obligations of this Agreement as described herein.

Acknowledgement on behalf of Société Générale ("SOCIÉTÉ GÉNÉRALE")

I, Nicolas Brooke, Managing Director, General Counsel for Litigation and Investigations, SOCIÉTÉ GÉNÉRALE, the duly authorized representative of SOCIÉTÉ GÉNÉRALE hereby expressly acknowledge the following: (1) that I have read this entire Agreement as well as the other documents filed herewith, including the Statement of Facts; (2) that I have had an opportunity to discuss this Agreement fully and freely with SOCIÉTÉ GÉNÉRALE's counsel, Skadden, Arps, Slate, Meagher & Flom LLP and Sullivan & Cromwell LLP; (3) that SOCIÉTÉ GÉNÉRALE fully and completely understands each and every one of its terms; (4) that SOCIÉTÉ GÉNÉRALE is fully satisfied with the advice and representation provided to it by its counsel, Skadden, Arps, Slate, Meagher & Flom LLP and Sullivan & Cromwell LLP; (5) that I am authorized, on behalf of SOCIÉTÉ GÉNÉRALE to enter into this Agreement; and (6) that SOCIÉTÉ GÉNÉRALE has signed this Agreement knowingly and voluntarily.

18.11.18

DATE



Nicolas Brooke
Managing Director, General Counsel for
Litigation and Investigations,
Société Générale SA

***Acknowledgement by Defense Counsel for Société Générale
("SOCIÉTÉ GÉNÉRALE")***

We, Keith Krakaur, Jamie Boucher, Ryan Junck and David Braff, the attorneys representing SOCIÉTÉ GÉNÉRALE, hereby expressly acknowledge the following: (1) that we have reviewed and discussed this Agreement with our client; (2) that we have explained fully each of the terms of the Agreement to our client; (3) that we have answered fully each and every question put to us by our client regarding the Agreement; and (4) that we believe our client fully and completely understands all of the Agreement's terms.

11/18/18
DATE

[REDACTED]
Keith D. Krakaur
Skadden, Arps, Slate, Meagher & Flom
(UK) LLP

DATE

Jamie L. Boucher
Skadden, Arps, Slate, Meagher & Flom
LLP

11/16/18
DATE

[REDACTED]
Ryan D. Junck
Skadden, Arps, Slate, Meagher & Flom
(UK) LLP


*Acknowledgement by Defense Counsel for Société Générale
("SOCIÉTÉ GÉNÉRALE")*

We, Keith Krakaur, Jamie Boucher, Ryan Junck and David Braff, the attorneys representing SOCIÉTÉ GÉNÉRALE, hereby expressly acknowledge the following: (1) that we have reviewed and discussed this Agreement with our client; (2) that we have explained fully each of the terms of the Agreement to our client; (3) that we have answered fully each and every question put to us by our client regarding the Agreement; and (4) that we believe our client fully and completely understands all of the Agreement's terms.

DATE

Nov. 13, 2018
DATE

Keith D. Krakaur
Skadden, Arps, Slate, Meagher & Flom
(UK) LLP



Jamie L. Boucher
Skadden, Arps, Slate, Meagher & Flom
LLP

DATE

Ryan D. Junck
Skadden, Arps, Slate, Meagher & Flom
(UK) LLP

Nov. 13, 2018
DATE


David Braff
Sullivan & Cromwell LLP

New York County District Attorney's Office

By:

November 19, 2018

DATE



CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

Assistant District Attorneys:
Robert Shull
Julieta V. Lozano
Christopher Conroy
Michael Sachs

EXHIBIT A

STATEMENT OF FACTS

1. This Statement of Facts is made pursuant to, and is part of, the Deferred Prosecution Agreement dated November 18, 2018 between the United States Attorney's Office for the Southern District of New York ("SDNY") and Société Générale S.A. ("SG"), a French bank, and the Deferred Prosecution Agreement dated November 18, 2018 between the New York County District Attorney's Office ("DANY") and SG.

2. The parties agree and stipulate that the information contained in this Statement of Facts is true and accurate.

Introduction

3. SG is a financial institution and global financial services company headquartered in Paris, France, which maintains a branch located in New York, New York ("SGNY"). During the relevant time period, SG's top-level management or "General Management" was led by a Chairman and Chief Executive Office ("CEO") and was responsible for preparing and supervising the implementation of bank strategy, as determined by SG's Board of Directors. To that end, General Management oversaw the Executive Committee ("COMEX"), which was responsible for the implementation of those strategies. Below General Management were the various divisions with bank-wide, or "Group," functions, including the Risk Division ("RISQ") and the General Secretariat ("SEGL"). RISQ was tasked with the supervision of SG's credit, market, and operational risk and had teams dedicated to each of SG's business lines. SEGL was responsible for the supervision of the administration, compliance, legal, tax, insurance, and corporate social responsibility functions and served as the liaison between SG and its regulators,

including foreign regulators.¹ SG's business lines include its retail banking operation in France, Banque de Détail en France ("BDDF") and its Global Finance Department ("GLFI").

4. Starting in at least 2004, up through and including 2010, SG knowingly and willfully violated U.S. and New York State laws by illegally sending payments through the U.S. financial system in violation of U.S. economic sanctions, which caused both affiliated and unaffiliated U.S. financial institutions to process transactions that otherwise should have been rejected, blocked or stopped for investigation pursuant to regulations promulgated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC") relating to transactions involving sanctioned countries and parties.

U.S. Sanctions Laws

5. Pursuant to U.S. law, financial institutions, including SG, are prohibited from participating in certain financial transactions involving persons, entities, and countries that are subject to U.S. economic sanctions ("Sanctioned Entities"). The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") promulgates regulations to administer and enforce U.S. law governing economic sanctions, including regulations for sanctions related to specific countries, as well as sanctions related to Specially Designated Nationals ("SDNs"). SDNs are individuals and companies specifically designated by OFAC as having their assets blocked from the U.S. financial system by virtue of being owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under sanctions programs that are not country-specific. Violators of OFAC regulations are subject to a range of penalties, both criminal and civil, and

¹ The Group Compliance function now reports directly to General Management.

U.S. financial institutions that discover sanctions-violating transactions are required to block or reject those transactions from proceeding and hold the funds involved.

Cuba Sanctions

6. Beginning with Executive Orders issued in 1960 and 1962, the United States has maintained an economic embargo against Cuba through the enactment of various laws and regulations. Pursuant to the Trading with the Enemy Act (“TWEA”), 50 U.S.C. § 4305(b)(1) *et seq.*, OFAC has promulgated the Cuban Assets Control Regulations (the “Cuba Regulations”), which bar financial transactions through the United States for the benefit of Cuban parties, or which involve Cuban property. Specifically, in relevant part, the Cuba Regulations prohibit “[a]ll transfers of credit and all payments between, by, through, or to any banking institution or banking institutions wheresoever located, with respect to any property subject to the jurisdiction of the United States or by any person (including a banking institution) subject to the jurisdiction of the United States” that are undertaken “by, or on behalf of, or pursuant to the direction of [Cuba or any Cuban nationals], or that “involve property in which [Cuba or any Cuban national] has or had any interest of any nature whatsoever, direct or indirect [after July 8, 1963].” 31 C.F.R. § 515.201 (a)(1) and (d). The Cuba Regulations further prohibit “[a]ny transaction for the purpose or which has the effect of evading or avoiding” those restrictions. 31 C.F.R. § 515.201(c)

7. Pursuant to Title 50, United States Code, Section 4315(a) and Title 31, Code of Federal Regulations, Section 501.701, it is a crime to willfully violate any of the regulations issued pursuant to TWEA, including the Cuba Regulations.

Sanctions Involving Other Countries

8. The International Economic Emergency Powers Act ("IEEPA"), 50 U.S.C. § 1701 *et seq.*, authorizes the president "to deal with any unusual and extraordinary threat, which has its source in whole or substantial part outside the United States, to the national security, foreign policy, or economy of the United States" by declaring a national emergency with respect to such threats, 50 U.S.C. § 1701(a), and to take steps to address such threats, including the authority to "investigate, regulate, or prohibit . . . any transactions in foreign exchange," "transfers of credit or payments between, by, through, or to any banking institution, to the extent that such transfers or payments involve any interest of any foreign country or a national thereof," and "the importing or exporting of currency or securities by any person, or with respect to any property, subject to the jurisdiction of the United States[.]" 50 U.S.C. § 1702(a)(1)(A). Pursuant to Title 50, United States Code, Section 1705, it is a crime for any person to "willfully commit[], willfully attempt[] to commit, or willfully conspire[] to commit, or [to] aid[] or abet[] in the commission of" a violation of any regulation or prohibition issued under IEEPA. 50 U.S.C. § 1705(a).

9. At various points in time, presidents have invoked their authority pursuant to IEEPA to impose sanctions on countries that posed a threat to United States security, including, since the 1990's, Iran, Myanmar, Libya, Sudan, and North Korea, and entities and individuals affiliated with those countries. OFAC has promulgated regulations making it unlawful to export goods and services from the United States, including U.S. financial services, to sanctioned countries, individuals, and entities without a license from OFAC. OFAC has provided exemptions for certain types of transactions, however. For example, until November 2008, OFAC permitted U.S. banks to act as an intermediary bank for U.S. dollar transactions related to

Iran between two non-U.S., non-Iranian banks (the “U-turn exemption”). The U-turn exemption applied only to sanctions regarding Iran, and not to sanctions against other countries or entities, and only applied until November 2008.

New York State Law Regarding False Business Records

10. DANY has alleged, and SG accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, “with intent to defraud,...1. [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)]...or 4. [p]revent[] the making of a true entry or cause [] the omission thereof in the business records of an enterprise.” It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person’s or entity’s “intent to defraud includes an intent to commit another crime or aid or conceal the commission thereof.”

Transaction Processing Mechanisms

11. Financial institutions typically transfer funds through a series of electronic messages directing one another to make the debit and credit accounting entries necessary to complete the transaction. Financial institutions regularly employ a messaging system maintained by the Belgium-based Society for Worldwide Interbank Financial Telecommunications, otherwise known as “SWIFT,” to effectuate cross-border transfers. Financial institutions in the United States that process U.S. dollar transactions from other countries utilize sophisticated filters designed to identify and block or reject any transactions involving entities that have been sanctioned by OFAC. The filters generally work by screening wire transfer messages, including SWIFT messages, for any reference to (a) countries under U.S. embargo such as Iran and Cuba, (b) all entities and individuals identified by OFAC as SDNs, and (c) any words or numbers in

wire messages that would indicate that the transaction being processed through the United States involved entities that were subject to U.S. sanctions. Transactions that are identified as violating U.S. sanctions are rejected or blocked and the funds involved may be seized.

Overview of the Conspiracy

12. From at least 2004, up through and including 2010, SG conspired with others known and unknown to knowingly and willfully violate United States sanctions against Cuba by structuring, conducting, and concealing U.S. dollar transactions using the U.S. financial system, and in particular financial institutions located in the County of New York, in connection with U.S. dollar credit facilities involving Cuba, including facilities provided to Cuban banks and other entities controlled by Cuba, and to Cuban and foreign corporations for business conducted in Cuba. SG accomplished this in part by making inaccurate or incomplete notations on SWIFT messages related to these transactions. In total, SG engaged in more than 2,500 sanctions-violating transactions through financial institutions located in the County of New York, valued at close to \$13 billion, during this period.

13. Separately, SG also engaged in a broader practice of processing U.S. transfers on behalf of sanctioned entities while omitting information about the sanctioned entities from the accompanying payment messages to U.S. financial institutions located in the County of New York, in order to circumvent U.S. sanctions (the “Concealment Practice”). With isolated exceptions, this broader practice was terminated by early 2007, and was outside the statute of limitations for TWEA or IEEPA violations, and for violations of New York State law, before the commencement of the investigation of SG.

SG's Concealment Practice

14. Since at least 2002, SG engaged in the Concealment Practice in order to minimize the risk that sanctions-violating transactions would be detected and/or blocked in the United States. SG employees used cover payments for this purpose, in which SG would send one SWIFT payment message to the relevant U.S. bank, located in the County of New York, omitting the "beneficiary" field that would otherwise disclose the ultimate beneficiary of the payment, and listing only the bank to which the funds should be sent. SG would then send a second SWIFT message to the non-U.S. recipient bank, providing the name of the sanctioned party beneficiary to whom the funds should be remitted. Using this procedure (the "Cover Procedure"), SG would ensure that the sanctioned party beneficiary information was not disclosed to the United States bank that was involved in the transaction.²

15. SG employees of the business lines that dealt with sanctioned entities, including GLFI, Correspondent Banking, Money Markets, Coverage and Investment Banking ("CORI"), and the Foreign Exchange and Treasury Departments, as well as BDDF and certain overseas branches, processed payments in such a way as to ensure that references to sanctioned entities did not appear in U.S. dollar payment transfer messages. For example, in July 2002, a manager in SG's Natural Resources and Energy Financing department ("NAT"),³ which was responsible for the operation of credit facilities involving Cuba, sent instructions regarding a proposed credit facility involving a joint venture between a French commodities trading company and a Cuban government entity. In those instructions, the manager noted that:

"We are going to receive transfer orders in USD in favor of certain suppliers in non-Cuban banks. In this case, the USD transfer must not

² Until November 2009, the applicable SWIFT protocols did not require a reference to the ordering party in Single Customer Transfers processed as MT103/202 cover messages.

³ NAT was based in Paris and was a component of GLFI.

in any case mention the name of the ordering party [the joint venture] or its country of origin, Cuba. The clearing will indeed be carried out in NY. I have explicitly asked [the joint venture] to write on its transfer request the instructions to be included.” (bold in original).

The Concealment Practice was used to send U.S. dollar payments to Cuban banks and corporate beneficiaries in connection with other credit facilities involving Cuba that NAT operated.

16. SG’s Cover Procedure was memorialized in writing in 2003, as part of discussions among various SG departments regarding how to deal with U.S. dollar payments that involved sanctioned country financial institutions. In July 2003, a senior member of CORI proposed that SG define “a procedure and a common SG position that we will have to relay to the banks under embargo (Iran, Libya, etc.) for the issuance and receipt of transfers in USD.” This was followed by an August 2003 meeting among CORI, Correspondent Banking, Treasury, and Group Compliance representatives regarding “USD payments to or from OFAC blacklisted financial Institutions” in light of a recommendation by the Financial Action Task Force on Money Laundering (“FATF”)⁴ that correspondent banks identify the ultimate customer ordering a payment. As a result of that meeting, a senior member of SG’s Treasury Department’s back office, drafted a document entitled “Scheme for international settlement” which applied where “the customer belongs to a country under OFAC embargo (Iran, Libya, ...)” and laid out the mechanics of the Cover Procedure. This document noted that for payments by SG to the customer, “[r]egarding the OFAC rules there is no risk for SOCGEN except if we make a mistake in the MT202,” a reference to the omission of information from the SWIFT message

⁴ FATF is a policy making body that works to set standards and promote effective implementation of legal, regulatory, and operational measures for combating threats to the integrity of the international financial system, such as money laundering and terrorist financing. In connection with this mission, it issues recommendations designed to address these threats.

accompanying the transaction, that would, if included, result in the possible blocking of a sanctioned transaction.

17. The purpose of the Cover Procedure, and the Concealment Practice generally, was to circumvent U.S. sanctions by omitting or falsifying information on payment instructions sent through financial institutions located in New York County. For example, a senior member of SG's Money Market department back office ("MMBO") wrote to another MMBO employee in 2004 that "[t]he American authorities have now identified the procedure we were using (two MT 202s) to 'circumvent' the OFAC rules." Similarly, IT employees who worked with the systems that automatically filtered payment messages being sent to the United States for references to Sanctioned Entities described these practices as "circumvention circuits," which "circumvent[ed] the OFAC rules, as many other institutions in Europe are also doing." And, during a July 2004 meeting, the minutes of which were sent to SEGL's group compliance unit ("Group Compliance"), concern was expressed that "SG New York is indicating that the [Federal Reserve] could in the future monitor the covering MT 202 by requesting information on the underlying MT 103: this could put SG at risk for these transactions that are under the US embargo."⁵

18. SG compliance personnel were aware of the Concealment Practice, and some actively promoted it early in the Review Period. For example, in 2003, during SG's establishment of internal transaction monitoring (or "filtering") systems designed to assist with identifying and preventing the processing of transactions that would violate U.S. sanctions, a senior member of Group Compliance directed IT employees to use these tools to identify

⁵ MT 202s and MT 103 are types of SWIFT messages. In the scenario described in the meeting minutes, the underlying MT 103 would have contained the identity of the ultimate sanctioned party originator or beneficiary, which was being omitted from the covering MT 202.

transactions from which party information would have to be removed, so that they would not be blocked by U.S. financial institutions. Instead of declining to process these transactions, the senior member of Group Compliance instructed SG employees to “repair[]” them so that they did “not have Swift messages including an indication of [a Sanctioned Entity].”

19. Starting in May 2004, following an enforcement action by the Federal Reserve against the Swiss Bank UBS for, among other things, engaging in U.S. dollar banknote transactions with countries under U.S. sanctions (the “UBS Action”), SG’s various departments gradually discontinued use of the Concealment Practice. After discussions with SGNY’s OFAC Compliance Officer prompted by the UBS Action, SG’s Money Market and Treasury Departments switched to fully transparent payments in December 2004. Another round of discussions with SGNY’s OFAC Compliance Officer was prompted by the December 2005 sanctions enforcement action by OFAC and various bank regulators against Dutch bank ABN AMRO (the “ABN AMRO Action”). Those discussions led SG’s Correspondent Banking Department to switch to transparent payments for most of its Iranian bank customers in July 2006. Correspondent Banking continued to utilize the Concealment Practice for a significant Iranian Government bank until September 12, 2006, one day before SG’s top management was to meet with the U.S. Department of the Treasury’s Under Secretary for Terrorism and Financial Intelligence regarding Iran’s use of the global financial system. Components of BDDF, GLFI, and certain overseas SG offices continued to use the Concealment Practice through early 2007.

20. In total, SG processed over 9,000 outgoing transactions that failed to disclose an ultimate sanctioned party sender or beneficiary (“non-transparent transactions”), with a total value of more than \$13 billion. The overwhelming majority of these transactions involved an Iranian nexus and would have been eligible for the U-Turn License. There were, however, at

least 887 non-U-turn transactions with a total value of \$292.3 million that were both non-transparent and violated U.S. sanctions. 381 of these transactions with a total value of \$63.6 million were related to the Cuban credit facility conduct described below, while the remaining 506 transactions with a total value of \$228.7 million involved other SG business with a sanctioned nexus.

SG's Operation of U.S. Dollar Credit Facilities to Finance Cuban Business

21. Beginning in at least the early 1990s, SG offered credit financing to various Cuban-related entities and business enterprises. Between 2000 and 2010, SG operated 21 credit facilities (the "Cuban Credit Facilities") that involved substantial U.S.-cleared payments through financial institutions located in the County of New York, in violation of TWEA and the Cuba Regulations. These facilities provided funding to a Cuban government bank ("Cuban Bank 1") that had been designated as an SDN by OFAC, to Cuban government-controlled corporations, and to European corporations in connection with their Cuban business enterprises. The facilities included loans secured by Cuban tax revenues, sugar, oil, and nickel.

22. Of these, the credit facility with the largest volume (60.9%) and value (97.8%) of U.S. dollar-denominated transactions ("Cuban Facility 1") was two separate but linked credit facilities originated in 2000 in order to finance oil transactions between a Dutch commodities trading firm ("Dutch Company 1") and a Cuban corporation with a state monopoly on the production and refining of crude oil in Cuba (Cuban Corporation 1). One facility was a \$40 million revolving line of credit, divided between SG and another French bank ("French Bank 1") to finance Dutch Company 1's importation of crude oil into Cuba to be refined there and sold in U.S. dollar-denominated transactions in the local Cuban market (the "Import Facility"). The other facility was a \$40 million revolving line of credit to finance Dutch Company 1's purchase

of receivables owed to Cuban Corporation 1 from the sale of oil financed by the Import Facility (the "Receivables Purchase Agreement"), in which SG's initial exposure was \$20 million, and which decreased over time. While the Receivables Purchase Agreement was terminated in 2006, the Import Facility continued through October 2010, when it was replaced with a Euro-denominated facility. Between 2003 and 2010 alone, SG engaged in 1,887 U.S. dollar-denominated transactions in connection with Cuban Facility 1, totaling approximately \$14,736,500,000, which represented the overwhelming majority of the Cuba Credit Facility transactions.

23. Between 2000 and 2010, SG maintained 20 other credit facilities for which it conducted U.S. dollar transactions passing through New York financial institutions that violated the Cuba Regulations. Six of these facilities were comprised of loans that SG extended to a Cuban government bank that was designated as an SDN ("Cuban Bank 1"), three through a Jersey-incorporated entity for subsequent transfer to Cuban Bank 1 and secured by Cuban commodities ("Cuban Facilities 4-6") and three directly to Cuban Bank 1 with repayments made by a different Cuban bank from Cuban tax revenues ("Cuban Facilities 7-9"). Another of these facilities ("Cuban Facility 2") was comprised of loans that were extended directly to a Cuban state-owned corporation which operates Cuba's airlines ("Cuban Corporation 2"). Thirteen of these facilities ("Cuban Facilities 3, 13-18, 26-29, and 24-25") involved loans to European corporations in order to finance the purchase, production, and/or export of Cuban commodities.

24. The Cuban Credit Facilities were managed from SG's home office in Paris by the NAT group within GLFI. In addition, in 2002, SG established a Cuba task force including both the RISQ Country Risk department ("RISQ/EMG") and NAT with authority over all of the Cuban Credit Facilities except for Cuban Facility 1 and a handful of other facilities.

25. Between 2003 and 2010, in connection with the Cuban Credit Facilities, SG engaged in 3,100 unlawful U.S. dollar transactions that were processed through United States financial institutions located in the County of New York, worth approximately \$15.1 billion, as illustrated below:

Facilities	USD Transactions	\$ Value (Million)
Cuban Facility 1	1,887	14,736.5 ⁶
Cuban Facility 2	185	39.7
Cuban Facility 3	53	52.1
Cuban Facilities 4-6	168	13.7
Cuban Facilities 7-9	443	91.4
Cuban Facilities 13-18, 26-29	302	134.9
Cuban Facilities 24-25	62	18.0
TOTALS	3,100	15,086.4

SG's Use of the Concealment Practice in Connection with the Cuban Credit Facilities

26. Consistent with SG's broader use of the Concealment Practice, NAT engaged in a deliberate practice of concealing the Cuban nexus of U.S. dollar payments that were made in connection with the Cuban Credit Facilities. This included a large volume of payments (including those relating to Cuban Facility 1) that did not involve a direct Cuban customer of SG, in which SG concealed the Cuban nexus of payments processed through SGNY. It also included approximately 500 U.S. dollar-denominated payments that SG routed through a particular

⁶ The terms of the Import Facility required separate weekly drawdowns and repayments, rather than a single netted debit or credit a particular week. If the payments had been netted the total amount of U.S. dollar payments made in connection with Cuban Facility 1 during this period would have been \$2,047,600,000.

Spanish bank ("Spanish Bank 1") before the payments were processed in the United States in order to further disguise the fact that the transactions violated U.S. sanctions. For example, in a July 2002 memo regarding a proposal for one of the Cuban Credit Facilities, one of NAT's managers advised:

IMPORTANT

...
3) FOR ANY TRANSFER OF FUNDS IN USD FOR WHICH THE BENEFICIARY OR THE BANK HOUSING THE PAYMENTS IS CUBAN, A SPECIFIC PROCEDURE IS IN PLACE: prepare a SWIFT MT 100 reiterating the payment instructions validly signed by [the joint venture receiving the loan] and send it to [Spanish Bank 1's France office]. Arrange a cash transfer in the amount SG requests to [Spanish Bank 1's France office] without reference of the end Cuban beneficiary.

The use of Cover Payments in processing transactions relating to the Cuban Credit Facilities was ongoing when this manager joined SCF in 2002.

27. In a December 2004 memorandum to NAT management describing payment flows in connection with the Cuba-related Facilities, NAT employees stated that "SG has always been sensitive to avoiding the use of USD in its Cuban operations" and that it no longer had any "direct flows in USD from/to Cuba in any of its transactions." Instead, USD flows were made via intermediaries – either banks or non-Cuban corporate entities. The memorandum further explained the Concealment Practice, describing how the transactions processed through intermediary banks were transmitted "without any reference to a Cuban party/transaction." With respect to the Receivables Purchase Agreement portion of the Cuban Facility 1 specifically, the memorandum noted that "SG Paris transfers the USD amount to [Dutch Company 1's] account at [a bank in New York] (no reference is made to the Cuban import) and receives the invoice from [Dutch Company 1]."

SG's Cuban Sanctions Violations Continued Despite Concerns Expressed by Compliance to Top Management.

28. Between May and December 2004, SG reconsidered its Cuba business in light of the UBS Action, and began to shift away from U.S. dollar transactions involving Cuba to avoid U.S. scrutiny and possible sanctions enforcement action.

29. In late November 2004, a senior leader of NAT travelled to Cuba to meet with Cuban banks and government ministries, and communicated to his Cuban counterparties that “given the increased constraints on SG in the context of the reinforcement of the United States’ position towards companies working with countries under embargo, SG is considering taking measures to avoid potential difficulties with the U.S. authorities” including “elimination of any transfer in USD between Cuba and SG.”

30. By about this time, SG’s Group Compliance had expressed significant concerns about continuing to conduct U.S. dollar transactions with Cuban counterparties in light of U.S. sanctions. As reported in a December 1, 2004 email from a senior leader of Group Compliance to a top executive in SEGL, these included that (1) “any discovery of breach” regarding Cuba “attracts the most stringent punishment,” and (2) U.S. authorities, including “criminal authorities,” were focusing on U.S. dollar payments that had been sent through U.S. banks.

31. Several days later, the same senior leader of Group Compliance, after being alerted to a U.S. dollar transaction between SG Canada and an exporter of goods to Cuba in connection with which “[n]o reference to Cuba is made to [the Canadian bank],” contacted the top executive in SEGL and other members of Group Compliance regarding SG’s Cuban business. In that email, the senior leader of Group Compliance noted that “we have lived with the OFAC list for some time and have developed various methods of avoiding it,” and asked

whether “given the new regulatory scrutiny in the US on USD payments do we remain satisfied with those methods?”

32. In mid to late December 2004, as a result of these concerns, SG’s top management determined that U.S. dollar transactions in connection with the Cuban Credit Facilities should be eliminated as quickly as possible, but permitted NAT to continue U.S. dollar transactions in the interim. This decision was first communicated to an SG customer in emails from an NAT employee to Cuban Bank 1 on December 13 and 21, 2004, which stated that “SG top management wishes not to receive/transfer payments in USD any longer as per a scheme to be implemented within the shortest time possible...” and that “SG - and most likely other European lenders alike - has no choice but to eliminate any reference to USD or business involving American entities in its business with Cuba. As you may know, the Spanish bank SCH [Santander] was recently fined by US Authorities for having used USD in 2001 (so remotely !) for its operations with Cuba indirectly. We have no information about any potential threat to their operations in the US but our Compliance Dpt [sic] fears that SG faces such difficulties.”

33. Despite the decisions in 2004 to wind down U.S. dollar transactions for the Cuban Credit Facilities, as well as the Bank’s overall Cuban exposure, SG continued to engage in such transactions for almost six years, until October 2010. SG gradually negotiated repayments of existing facilities in Euros, including through simultaneous foreign exchange transactions, and renewed facilities in Euros or did not renew them at the end of their term.

34. In the interim, SG continued to engage in U.S. dollar transactions in violation of TWEA and the Cuba Regulations, conducting a total of 1,921 violative transactions with a total value of approximately \$10.3 billion from 2005 to 2010. Many of those transactions were processed through New York County.

35. The conduct continued despite the ongoing awareness of Group Compliance, and despite awareness by the participants of ongoing U.S. sanctions enforcement actions, most notably the December 2005 ABN AMRO Action. For example, on February 7, 2006, an employee in the RISQ Financial Institutions department (“RISQ/CMC”) sent an email to members of NAT, as well as RISQ and Group Compliance employees regarding a meeting held that day with the SGNY Compliance Department regarding transactions with Iranian banks in light of the ABN AMRO Action. In that email, the RISQ/CMC employee raised concerns that a U.S. investigation of SG’s Iran transactions could reveal SG’s conduct with respect to Cuba:

In this manner, by means of an investigation centered on a country such as Iran, the U.S. authorities can put their finger on the movements of funds in USD relating to other countries – so Cuba – . At least, it is what we have understood. Of course, we have not brought up the case of Cuba with the SGNY Compliance Department. Nevertheless, but we have understood that Iran was – to a certain extent – the “lesser evil” by which the “worst” could happen.

The email noted that “[s]ince end 2005[sic]/beginning 2005, it was decided to avoid to the maximum any transactions executed in USD with Cuba” and described some of the methods used including the foreign exchange procedure that had been implemented for some of the Cuban Credit Facilities. The employee further wrote that “[w]e can also wonder how the type of USD/EUR foreign exchange transaction mentioned earlier . . . could be perceived by the U.S. authorities and whether it complies with the procedures provided for in the USA for this type of transaction.”

36. During this time, SG continued to utilize the Concealment Practice to disguise the nature of the U.S. dollar transactions it effected in connection with Cuban Credit Facilities. For example, a January 2006 agreement with respect to Cuban Facility 3 expressly stated that the U.S. dollar payments between SG and a Russian bank that was a sub-participant in the facility should be made through SGNY “without including any mention or reference to Cuba, any Cuban

entity or to the Caribbean, either in the correspondence (electronic, paper or fax), the SWIFT messages or the fund transfer SWIFTS” (underline in original).

Termination of Cuban Facility 1 and the Final U.S. Dollar Payment.

37. By early 2010, all Cuban Credit Facilities had ended or been converted to Euro payments except for Cuban Facility 1. On March 30, 2010, as part of a NAT effort to refinance this facility, Cuban Facility 1 came to the attention of the recently created Group Sanctions Compliance function, when NAT sought approval to open an SG account in Euros with a Cuban bank acting as collection agent for Cuban Corporation 1 in connection with extending a new U.S. dollar facility to Dutch Company 1 to replace Cuban Facility 1.

38. A senior leader of Group Sanctions Compliance responded on April 1, 2010, based on information provided by phone, that “we have understood that this transaction is tied to a financing in USD (from SG to [Dutch Company 1] and from [Dutch Company 1] to [Cuban Corporation 1]). This type of structure is sanctioned by the U.S. Authorities.” As a result, Compliance was “unfavorable to this transaction.”

39. Following this objection, a new Euro facility was extended to Dutch Company 1 to replace Cuban Facility 1 in October 2010. In connection with this new facility, Dutch Company 1 paid SG Paris a final \$600,000 arrangement fee (the “Arrangement Fee”) through SGNY, despite the clear confirmation from Group Sanctions Compliance that U.S. dollar payments in connection with the facility violated U.S. sanctions. The payment instructions sent to Dutch Company 1 stated that: “The Arrangement Fees [sic], payable in USD should be paid to the following account. Please pay attention not to mention any reference to [Cuban Corporation 1] within the references of this settlement.” NAT employees, including supervisors, responsible for the facility and Cuban Facility 1 received both the instruction from Group Sanctions

Compliance that such an arrangement would be a violation of U.S. sanctions and a copy of the payment instruction, but nonetheless raised no objection.

SG's Failure to Disclose Its Wrongdoing in a Timely Manner

40. Despite the awareness of both Group Compliance and senior SG management that SG had engaged in both the Concealment Practice and the unlawful U.S. dollar payments under the Cuban Credit Facilities, SG did not disclose its conduct to OFAC or any other U.S. regulator or law enforcement agency prior to the commencement of the present investigation.

41. This investigation was triggered by the blocking by other U.S. financial institutions, in March 2012, of two transactions that SG processed on behalf of a Sudanese sanctioned entity, and a subsequent February 2013 voluntary disclosure by SG regarding \$22.8 million in transactions with the Sudanese entity and a small amount of transactions with other Sanctioned Entities that violated U.S. sanctions. The Bank did not disclose the existence of the Concealment Practice and the Cuban Credit Facilities at that time. SG thereafter engaged in discussions with the various criminal and regulatory agencies investigating its conduct (the "Investigating Agencies") regarding the scope of the voluntary lookback the Bank had agreed to conduct into its compliance with U.S. sanctions laws. SG did not disclose the Concealment Practice or the Cuban Credit Facilities during these discussions, and its proposals for the scope of that lookback did not include the time period, business lines, or geographic regions that would have revealed that unlawful conduct. It was only after SG performed a detailed forensic analysis based on the broader scope of investigation required by the Investigating Agencies that it disclosed, in October 2014, the Concealment Practice and the Cuban Credit Facilities to the Investigating Agencies.

42. As a result of this untimely disclosure, the statute of limitations for TWEA or IEEPA violations relating to the Concealment Practice, and to much of the individual conduct involving the Cuban Credit Facilities, had already run by the time the Investigating Agencies learned of them.

SG's Subsequent Provision of Information to the Government and Remediation Efforts

43. After the belated disclosure of its misconduct, SG cooperated substantially with the investigation. SG conducted an extensive and thorough transactional and conduct review and signed tolling agreements and extensions of those tolling agreements with the Government. Consistent with SG's understanding of its obligations under French law, SG produced voluminous documentary materials to the Investigating Agencies. SG was also responsive and helpful in presenting the results of its investigation, answering questions for the Investigating Agencies, and facilitating potential interviews of its employees, also pursuant to an MLAT request.

44. SG has also engaged in significant remediation. SG terminated its unlawful conduct in 2010 prior to the commencement of any investigation. Beginning in 2009, SG also made major improvements in its sanctions compliance program. In 2009, SG created a central Group Sanctions Compliance function, which has increased from a single employee when initiated to 31 employees by 2017. More generally, SG increased its Group Compliance personnel between 2009 and 2017 from 169 employees to 785 employees, and its Group Financial Crime personnel from 16 to 106. SG has also made various enhancements to its compliance IT, and the overall Compliance budget has increased from €53.8 million in 2010 to €186 million in 2016. In July 2010, SG issued a Group Sanctions Policy making clear the scope of U.S. sanctions, and reorganized its policies for escalation and review of potential sanctions

issues. It implemented a formal recusal policy for U.S. persons working at SG with respect to sanctioned party business in 2014. SG has also instituted biannual training of employees regarding sanctions issues.

PX-25

DEFERRED PROSECUTION AGREEMENT

Crédit Agricole Corporate and Investment Bank ("CACIB") is a financial institution registered and organized under the laws of France. CACIB, by and through its attorneys, Skadden, Arps, Slate, Meagher & Flom LLP, and the District Attorney of the County of New York ("DANY") enter into this Deferred Prosecution Agreement (the "Agreement"). CACIB agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice (the "United States").

1. CACIB agrees that it shall in all respects comply with its obligations in this Agreement and in the Deferred Prosecution Agreement it has entered into with the United States. A violation of CACIB's obligations in its Deferred Prosecution Agreement with the United States may be deemed a violation of this Agreement, at the sole discretion of DANY.

2. CACIB accepts and acknowledges responsibility for its conduct and that of its officers, directors, employees, and agents as set forth in the Factual Statement, attached hereto as Exhibit A, and incorporated herein by reference (the "Factual Statement"). If DANY initiates a prosecution that is deferred by this Agreement against CACIB, pursuant to paragraph 6 of this Agreement, CACIB agrees that it will neither contest the admissibility of the Factual Statement or any other documents provided by CACIB to DANY, nor contradict in any such proceeding the facts contained within the Factual Statement.

3. As a result of CACIB's conduct as set forth in the Factual Statement, DANY has determined that it could initiate a criminal prosecution against CACIB pursuant to New York State Penal Law Section 175.10 and a forfeiture action against certain funds currently held by CACIB, and that such funds would be forfeitable under New York State law. Therefore, CACIB hereby expressly agrees to settle and does settle any and all criminal and forfeiture claims presently held by DANY against those funds for the sum of \$312,000,000 (the "Settlement Amount"), half of which (\$156,000,000) will be paid directly to DANY in full settlement of CACIB's financial obligations in this Agreement, to be distributed by DANY to the City and State of New York pursuant to New York State law.¹ The parties to this Agreement agree that the Settlement Amount will fully satisfy all claims presently held by DANY within the scope of or described in the Factual Statement or disclosed by CACIB or its subsidiaries or affiliates to DANY during the course of this investigation and prior to the execution of this Agreement. CACIB shall wire-transfer \$156,000,000 within five (5) business days of the signing of this Agreement.

4. Upon transfer of \$156,000,000 to DANY, CACIB shall release any and all claims it may have to such funds and execute such documents as are necessary to

¹ Pursuant to the Deferred Prosecution Agreement with the United States being entered into contemporaneously, CACIB has also agreed to pay separately \$156,000,000, the other half of the Settlement Amount, to the United States for violations of Title 18, United States Code, Section 371, by conspiring to violate Title 50, United States Code, Sections 1701-1705 (International Emergency Economic Powers Act, or "IEEPA") and Title 50, United States Code, Appendix, Sections 1-6, 7-39, and 41-44 (Trading With the Enemy Act, or "TWEA"), and regulations issued thereunder.

accomplish the forfeiture. CACIB agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Settlement Amount, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Settlement Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

5. In consideration of CACIB's voluntary cooperation with DANY's investigation (the "Investigation"), its remedial actions to date, and its willingness to: (i) acknowledge and accept responsibility for its actions and the actions of its officers, directors, employees, and agents as set forth in the Factual Statement; (ii) voluntarily terminate the conduct set forth in the Factual Statement prior to the commencement of DANY's investigation; (iii) continue to provide to DANY cooperation, as detailed in this Agreement and the Factual Statement, including voluntarily making U.S. and foreign employees available for interviews, and collecting, analyzing, and organizing voluminous evidence and information for DANY, except as described in Paragraph 16 (iv) engage in remediation and training as outlined in the Paragraph 17; and (v) settle any criminal claims currently held by DANY for any act within the scope of or related to the Factual Statement or this investigation; DANY agrees as follows:

a. that it shall defer prosecution of CACIB for a period of thirty-six (36) months from the date of this Agreement, or less at the sole discretion of DANY. DANY shall not prosecute CACIB or any of its corporate parents, subsidiaries, affiliates, successors, predecessors, and assignees for any conduct detailed in the

Factual Statement or disclosed by CACIB or its subsidiaries to DANY during the course of this investigation and prior to the execution of this Agreement so long as CACIB complies with all of its obligations pursuant to this Agreement; and

b. that if CACIB is in full compliance with all of its obligations under this Agreement for the time period set forth in Paragraph 5(a), this Agreement shall expire and be of no further force or effect.

6. CACIB expressly agrees that within six (6) months of a determination by DANY that a material and willful breach by CACIB of this Agreement has occurred, any prosecution for violations of New York State law that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, and which relates to the facts set forth in the Factual Statement may, in the sole discretion of DANY, be commenced or reinstated against CACIB, notwithstanding the expiration of any applicable statute of limitations. In the event of a breach, it is the intent of this agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred as of the date this Agreement is signed. CACIB agrees that it will neither contest the admissibility or authenticity of the Factual Statement or any other documents provided by CACIB to DANY, nor contradict in any proceeding the facts contained in the Factual Statement. CACIB expressly waives any challenges to the venue and jurisdiction of the Supreme Court of the State of New York for the County of New York.

7. CACIB expressly agrees that it shall not, through its present or future attorneys, board of directors, agents, officers or employees, make any public statement contradicting the acceptance of responsibility by CACIB set forth above or any statement of fact described in the Factual Statement. Any such public statements by CACIB, through its present or future attorneys, board of directors, agents, officers or employees, shall, subject to the cure rights of CACIB set forth below, constitute a willful and material breach of this Agreement, and CACIB would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision of whether any public statement by any such person contradicts the acceptance of responsibility by CACIB set forth in this Agreement, or a fact described in the Factual Statement, shall be in the sole discretion of DANY. Upon DANY's notification to CACIB of a public statement by any such person that in whole or in part contradicts the acceptance of responsibility by CACIB set forth above or any statement of fact contained in the Factual Statement, CACIB may avoid breach of this Agreement by publicly repudiating, subject to DANY's approval, such statement within seventy-two (72) hours of notification by DANY. CACIB shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Factual Statement. This paragraph is not intended to apply to any statement made by any present or former CACIB employee, officer, director, or statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or

private party against such individual or by such individual against CACIB regarding that individual's personal conduct. Subject to this paragraph, CACIB retains the ability to provide information or take legal positions in litigation or other regulatory proceedings in which the United States or DANY is not a party.

8. CACIB agrees that if it, its parent company, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, CACIB shall first consult with DANY to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between DANY and CACIB; and (b) whether DANY has any objection to the release.

9. Should DANY determine, during the term of this Agreement, that CACIB has committed any New York State crime after the signing of this Agreement, CACIB shall, in the sole discretion of DANY, thereafter be subject to prosecution for any such crimes, including but not limited to the conduct described in the Factual Statement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal, and any such prosecution may be premised upon any information provided by or on behalf of CACIB. The discovery by DANY of any purely historical criminal conduct that did not take place during the term of the Agreement will not constitute a breach of the Agreement.

10. CACIB shall be permitted to treat any fine and forfeiture as required by applicable accounting provisions. CACIB, however, agrees that it shall not claim,

assert, or apply for, either directly or indirectly, any tax deduction, tax credit, or any other offset with regard to any U.S. federal, state, local, or foreign tax or taxable income for any fine or forfeiture paid pursuant to this Agreement.

11. The Settlement Amount paid is final and shall not be refunded in the event of a breach of this Agreement and any subsequent prosecution. In the event of a breach of this Agreement and subsequent prosecution, DANY may pursue additional civil and criminal forfeiture in excess of the Settlement Amount.

12. Should DANY determine that CACIB has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to CACIB of the alleged breach and allow CACIB a two (2) week period from the date of receipt of said notice, or longer, at the discretion of DANY, to cure the breach by making an oral or written presentation to DANY that demonstrates that no breach has occurred, or, to the extent applicable, that the breach is not willful or material, or has been cured. The parties hereto expressly understand and agree that, should CACIB fail to make the above-noted presentation within such time period, it shall be presumed that CACIB is in material breach of this Agreement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of CACIB to DANY or the United States at any time, unless otherwise agreed when the information was provided. The information includes (a) all statements made by or on behalf of CACIB, including the

attached Factual Statement, (b) any testimony given by or on behalf of CACIB before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and (c) any leads derived from such statements or testimony. The information shall be admissible in evidence in any and all criminal proceedings brought by DANY against CACIB and CACIB shall not assert any claim under the United States Constitution or New York State Constitution or any other rule that any such statements or testimony made by or on behalf of CACIB prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of CACIB will be imputed to CACIB for the purpose of determining whether CACIB has violated any provision of this Agreement shall be in the sole discretion of DANY.

13. DANY agrees that, so long as CACIB complies with all of its obligations pursuant to this Agreement, it shall not seek to prosecute CACIB or any of its corporate parents, subsidiaries, affiliates, successors, predecessors, and assignees for any act within the scope of or related to the Factual Statement or disclosed by CACIB or its subsidiaries to DANY during the course of this investigation and prior to the execution of this Agreement, that violated New York State law during the period set forth in the Factual Statement. This Paragraph does not provide protection against prosecution of CACIB, or any of its affiliates, successors, related companies, employees, officers, or directors, acting within the scope of their

employment and for the benefit of CACIB, who knowingly and willfully transmitted or approved the transmission of United States Dollar ("USD") denominated funds through the United States, or involving a U.S. person, in violation of New York State law, that went to, came from, or involved persons or entities designated at the time of the transaction by the Office of Foreign Assets Control ("OFAC") as a Specially Designated Terrorist, a Specially Designated Global Terrorist, a Foreign Terrorist Organization, or a proliferator of Weapons of Mass Destruction (a "Special SDN Transaction"), except in so far as such transactions occurred during the period set forth in the Factual Statement or disclosed by CACIB or its subsidiaries or affiliates to DANY during the course of this investigation and prior to the execution of this Agreement. CACIB agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law of New York State with respect to such conduct for a period of eighteen (18) months from the date of this Agreement. The decision about whether CACIB has breached this paragraph of the Agreement shall be at the sole discretion of DANY.

14. CACIB agrees that, if it sells, merges or transfers all or substantially all of its business operations or assets as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser/successor/transferee to the obligations described in this Agreement. Any such provision in a contract of sale, merger, or transfer shall not expand or impose additional obligations on CACIB or the purchaser/successor/transferee beyond

those contained in this Agreement, including but not limited to the CACIB obligations described in Paragraphs 16 and 17.

15. It is understood that nothing in this Agreement shall require CACIB to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement, and this Agreement shall not extend any protections to any such company or entity.

16. CACIB agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of DANY, supply any relevant document, electronic data, or other objects in the possession, custody or control of CACIB as of the date of this Agreement relating to any transaction within the scope of or relating to the Factual Statement and known to CACIB at the time of the signing of this Agreement. If such data is in electronic format, CACIB shall provide access to such data and assistance in operating any computer and other equipment that is necessary to retrieve the data. Except as provided herein, nothing in this Agreement shall be construed to require CACIB to produce any documents, records or tangible evidence, or other information that are protected by the attorney-client privilege or the attorney work product doctrine, or that is prohibited from disclosure by French or other applicable law or by the rules and regulations of banking regulators regarding the disclosure of confidential supervisory information. To the extent that CACIB believes in good faith that such materials are covered by any such laws, CACIB shall use its best efforts to produce such materials, including supporting an application made by DANY to the appropriate governmental agency or court, for authority to

provide DANY with the requested materials, provided that CACIB shall not be required to produce any materials where such production would be in breach of applicable local law. At the request of DANY, CACIB shall provide a written memorandum explaining the operation and application of any local law where CACIB concludes that it would be unlawful to directly or indirectly produce the materials to DANY.

17. CACIB further agrees that it shall:

a. Continue to apply the OFAC sanctions list to the same extent as any United Nations ("U.N.") or European Union ("E.U.") sanctions or freeze lists are utilized to USD transactions, the acceptance of customers, and all USD cross-border Society for Worldwide Interbank Financial Telecommunications ("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds;

b. Continue to complete Financial Economic Crime sanctions training, covering U.S., U.N., E.U. sanctions and trade control laws for all employees, including officers, (1) involved in the processing or investigation of USD payments; (2) involved in the execution of USD denominated securities trading orders; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., E.U., U.N. sanctions, including the execution of cross-border payments. By the date of the first report required by Paragraph 18 of this Agreement, CACIB must certify the training has been completed;

c. Continue to apply its written policy requiring the use of SWIFT Message Type ("MT") MT 202COV bank-to-bank payment message where appropriate under SWIFT Guidelines, and by the date of the first report required by Paragraph 18 of this Agreement, certify continuing application of that policy;

d. Continue to apply and implement compliance procedures and training designed to ensure that the CACIB compliance officer in charge of sanctions is made aware in a timely manner of any known request or attempts by any entity (including, but not limited to, CACIB's customers, financial institutions, companies, organizations, groups, or persons) to withhold or alter its name or other identifying information where the request or attempt appears to be related to circumventing or evading U.S. sanctions laws. CACIB's Head of Compliance, or his or her designee, shall report to DANY in a timely manner, the name and contact information, if available to CACIB, of any entity that makes such a request;

e. Maintain the electronic database of SWIFT MT payment messages and all documents and materials produced by CACIB to DANY as part of this investigation relating to USD payments processed during the period from August 2003 through 2008 in electronic format during the period of this Agreement, including any extensions;

f. Abide by any and all requirements of the Settlement Agreement, dated October 19, 2015, by and between OFAC and CACIB regarding remedial measures or other required actions related to this matter;

g. Abide by any and all requirements of a Cease and Desist Order, dated October 19, 2015, by and between the Board of Governors of the Federal Reserve System (the "Federal Reserve") and CACIB regarding remedial measures or other required actions related to this matter;

h. Abide by any and all requirements of the Consent Order, dated October 19, 2015, by and between the New York State Department of Financial Services ("DFS") and CACIB regarding remedial measures or other required actions related to this matter;

i. CACIB shall share with DANY any reports, disclosures, or information that CACIB, by the terms of these Settlement Agreements and Cease and Desist and Consent Orders, is required to provide to OFAC, the Federal Reserve, and DFS, subject to receiving the required approvals and consents from OFAC, the Federal Reserve, or DFS. CACIB further agrees that any compliance consultant or monitor imposed by the Federal Reserve or DFS shall at CACIB's own expense, submit to DANY any report that it submits to the Federal Reserve or DFS, subject to receiving the required approvals and consents from the Federal Reserve or DFS;

j. Notify DANY of any criminal, civil, administrative or regulatory investigation or action involving CACIB, its current directors, officers, employees, consultants, representatives, and agents related to CACIB's compliance with U.S. sanctions laws, to the extent permitted by the agency conducting the investigation or action and applicable law;

k. Use its best efforts to make available, at its cost, CACIB's current and former directors, officers, employees, consultants, representatives, and agents when requested by DANY to provide additional information and materials concerning this investigation, to testify including sworn testimony before a grand jury or in judicial proceedings, and to be interviewed by law enforcement authorities;

l. When requested by DANY, CACIB shall use its best efforts to identify additional witnesses who, to CACIB's knowledge, may have material information concerning this investigation and notify DANY; and

m. Provide information, materials, and testimony as necessary or requested to identify or to establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence concerning this investigation in any criminal or judicial proceeding.

18. CACIB agrees that it will report to DANY every 90 days during the term of the Agreement regarding remediation and implementation of the compliance measures described in Paragraph 17. Such reports must include specific and detailed accounts of CACIB's sanctions compliance improvements. At the end of the term of the Agreement, CACIB's Head of Compliance must certify via his or her signature that CACIB's sanctions compliance improvements have been completed.

19. It is further understood that this Agreement is binding on CACIB and DANY, but specifically does not bind any federal agencies, or any state or local authorities. DANY will bring the cooperation of CACIB and its compliance with its

obligations under this Agreement to the attention of any federal, state, or local prosecuting office or regulatory agency, if requested by CACIB or its attorneys.

20. It is further understood that this Agreement does not relate to or cover any conduct by CACIB other than that disclosed during the course of the investigation or described in the Factual Statement and this Agreement. Nothing in this Agreement shall prohibit or restrict in any way the ability of any federal agency or department, or any other state or local government from pursuing any criminal, civil, administrative, or regulatory action against any current or former directors, officers, employees, or agents of CACIB or against any other entities or individuals. The parties to this Agreement intend that the Agreement does not confer or provide any benefits, privileges, immunities, or rights to any other individual or entity other than the parties hereto.

21. CACIB and DANY agree that this Agreement and the Factual Statement shall be disclosed to the public.

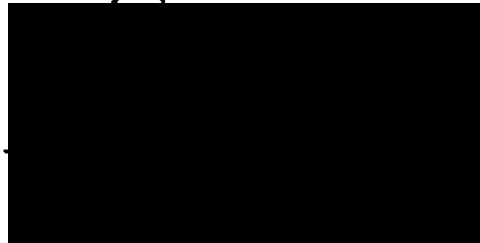
22. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between CACIB and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or bind CACIB or DANY unless expressly set forth in writing, signed by DANY, CACIB's attorneys, and a duly authorized representative of CACIB. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties. This Agreement supersedes any prior promises, agreements or

conditions between CACIB and DANY. CACIB agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under this Agreement and it agrees to abide by all terms and obligations of this Agreement as described herein.

Acknowledgement on behalf of Crédit Agricole Corporate and Investment Bank ("CACIB")

I, Bruno Fontaine, General Counsel, the duly authorized representative of CACIB hereby expressly acknowledge the following: (1) that I have read this entire Agreement as well as the other documents filed herewith, including the Statement of Facts; (2) that I have had an opportunity to discuss this Agreement fully and freely with CACIB's counsel, Skadden, Arps, Slate, Meagher & Flom LLP; (3) that CACIB fully and completely understands each and every one of its terms; (4) that CACIB is fully satisfied with the advice and representation provided to it by its counsel, Skadden, Arps, Slate, Meagher & Flom LLP; (5) that I am authorized, on behalf of CACIB to enter into this Agreement; and (6) that CACIB has signed this Agreement knowingly and voluntarily.

October 19, 2015
DATE



Acknowledgment by Defense Counsel for Crédit Agricole Corporate and Investment Bank ("CACIB")

We, Keith Krakur, Jamie Boucher and Ryan Junck, the attorneys representing CACIB, hereby expressly acknowledge the following: (1) that we have reviewed and discussed this Agreement with our client; (2) that we have explained fully each one of the terms of the Agreement to our client; (3) that we have answered fully each and every question put to us by our client regarding the Agreement; and (4) that we believe our client fully and completely understands all of the Agreement's terms.

10/19/15
DATE

[REDACTED]
Keith D. Krakur
Skadden, Arps, Slate, Meagher & Flom LLP

10/19/15
DATE

[REDACTED]
Jamie L. Boucher
Skadden, Arps, Slate, Meagher & Flom LLP

10-19-2015
DATE

[REDACTED]
Ryan D. Junck
Skadden, Arps, Slate, Meagher & Flom LLP

New York County District Attorney's Office

10/20/15
DATE

By:



CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

Assistant District Attorneys:

Kim Han

Christopher Conroy

David Szuchman

FACTUAL STATEMENT

Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreement dated October 19, 2015, between the United States Attorney's Office for the District of Columbia ("USAO-DC") and Crédit Agricole Corporate and Investment Bank ("CACIB"), a French bank that previously operated under the name, "Calyon," and between the New York County District Attorney's Office ("DANY") and CACIB. CACIB admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should USAO-DC or DANY pursue the prosecution that is deferred by this Agreement, CACIB agrees that it will neither contest the admissibility of, nor contradict, this Factual Statement in any proceeding.

2. Pursuant to U.S. law, financial institutions, including CACIB, are prohibited from participating in certain financial transactions involving persons, entities, and countries subject to U.S. economic sanctions. The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") promulgates economic sanctions, including regulations for sanctions related to specific countries, as well as sanctions related to Specially Designated Nationals ("SDNs").¹

3. From at least in or around August 2003 up through and including September 2008, CACIB, through its subsidiary in Switzerland, Crédit Agricole (Suisse) SA ("CAS"), and its predecessor entities, Crédit Agricole Indosuez (Suisse) SA ("CAIS")

¹ SDNs are individuals and companies specifically designated as having their assets blocked from the U.S. financial system by virtue of being owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under programs that are not country-specific.

and Crédit Lyonnais (Suisse) SA (“CLS”), violated U.S. and New York State laws by sending prohibited payments through the U.S. financial system on behalf of entities subject to U.S. economic sanctions. In an effort to evade detection by U.S. bank personnel as well as U.S. authorities, CAS and its predecessor entities knowingly, intentionally, and willfully concealed the sanctioned entities’ involvement with these transactions. Consequently, U.S. and New York financial institutions processed transactions that otherwise should have been rejected, blocked, or stopped for investigation pursuant to regulations promulgated by OFAC relating to transactions involving sanctioned countries and parties.

4. The conduct of CAS and its predecessor entities included, among other things, (i) sending payments on behalf of sanctioned customers without reference to the payments’ origin; (ii) eliminating payment data that would have revealed the involvement of sanctioned countries with the specific intent to evade U.S. sanctions; and (iii) using alternative payment methods to mask the involvement of sanctioned entities, including the use of two payment messages, for payments involving sanctioned financial institutions that were sent to the United States.

5. By providing banking services on behalf of sanctioned entities, CAS and its predecessor entities: (i) prevented detection by U.S. regulatory and law enforcement authorities of financial transactions that violated U.S. sanctions; (ii) prevented U.S. financial institutions from filing required reports with the U.S. government; (iii) caused false information to be recorded in the records of U.S. financial institutions; (iv) caused U.S. financial institutions not to make records that they otherwise would have been required by U.S. law to make; and (v) caused false entries to be made in the business

records of financial institutions located in New York, New York. These payment methods deceived U.S. financial institutions and created the false appearance that the transactions had no connection to sanctioned entities.

CACIB's Business Organization and Assets

6. Crédit Agricole S.A. ("CASA") is currently the largest retail banking group in France and one of the largest retail banking groups in Europe. As of December 31, 2014, CASA had €1.59 trillion of consolidated assets. CASA is headquartered in Montrouge, France. CASA has a number of subsidiaries and affiliates, including, among others, CACIB and Crédit Lyonnais ("CL"). CL was ultimately rebranded "LCL" and continues to operate an extensive retail banking network in France. The CASA group has a presence in over 60 countries, with 11,300 branches worldwide. CASA is listed on the Paris Stock Exchange (Euronext Paris). CASA acquired CL in and around 2003.

7. CACIB is the result of a 2004 transfer of the corporate and investment banking operations of CL to another CASA subsidiary, Crédit Agricole Indosuez ("CAI"). CACIB initially operated under the name "Calyon." In 2010, it began operating under its current name, CACIB. Hereinafter, regardless of whether the entity was operating under the name "Calyon" or "CACIB," the entity is identified as CACIB.

8. CLS was a subsidiary of CL that CL operated in Switzerland prior to CASA's acquisition of CL.

9. CAIS was a subsidiary of CAI that CAI operated in Switzerland prior to CASA's acquisition of CL.

10. CAS was formed in March 2005. CACIB combined the operations of CLS and CAIS to form CAS.

11. Since at least 1997, CAI, and subsequently CACIB, had a license issued by the state of New York to operate as a foreign bank branch in New York, New York. Prior to the 2004 merger, CL had a license issued by the state of New York to operate as a foreign bank branch in New York, New York.

Applicable Law

The International Emergency Economic Powers Act

12. The International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. §§ 1701-1706, authorized the President of the United States (“the President”) to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declared a national emergency with respect to that threat.

13. It is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition issued under IEEPA.

The Sudanese Sanctions

14. On November 3, 1997, President Clinton issued Executive Order No. 13067, which imposed a trade embargo against Sudan and blocked all property and interests in property of the Government of Sudan. Effective July 1, 1998, OFAC issued the Sudanese Sanctions Regulations (“SSR”), 31 C.F.R. Part 538, to implement Executive Order No. 13067. On October 13, 2006, President George W. Bush issued Executive Order No. 13412 (collectively with Executive Order No. 13067, the “Sudanese Executive Orders”), which continued the comprehensive blocking of the Government of Sudan imposed by Executive Order No. 13067, but exempted the then-regional Government of South Sudan from the definition of the Government of Sudan. The

Sudanese Executive Orders prohibited virtually all trade and investment activities between the United States and Sudan, including, but not limited to, broad prohibitions on: (i) the importation into the United States of goods or services from Sudan; (ii) the exportation or re-exportation of any goods, technology, or services from the United States or by a U.S. person to Sudan; and (iii) trade- and service-related transactions with Sudan by U.S. persons, including financing, facilitating, or guaranteeing such transactions. The Sudanese Executive Orders further prohibited “[a]ny transaction by any U.S. person or within the U.S. that evades or avoids, or has the purposes of evading or avoiding, or attempts to violate any of the prohibitions set forth in [the SSR].” With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Sudanese sanctions generally prohibited the export of services to Sudan from the United States.

The Burmese Sanctions

15. In May 1997, President Clinton, pursuant to IEEPA, issued Executive Order No. 13047, finding that “the actions and policies of the Government of Burma constitute an unusual and extraordinary threat to the national security and foreign policy of the United States” and “declare[d] a national emergency to deal with that threat.” The Executive Order prohibited new investment in Burma by U.S. persons. The Executive Order also prohibited “any approval or other facilitation by a United States person, wherever located, of a transaction by a foreign person where the transaction would constitute new investment in Burma” and “any transaction by a United States person or within the United States that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions” set forth in the OFAC regulations.

16. In July 2003, President Bush signed the Burmese Freedom and Democracy Act of 2003 (“BFDA”) to restrict the financial resources of Burma’s ruling military junta, and issued Executive Order No. 13310, which blocked all property and interest in property of other individuals and entities meeting the criteria set forth in that order. President Bush subsequently issued Executive Order Nos. 13448 and 13464, expanding the list of persons and entities whose property must be blocked. Executive Order No. 13310 also prohibited the importation into the U.S. of articles that are a product of Burma and the exportation or re-exportation to Burma of financial services from the U.S., or by U.S. persons, wherever located. The “exportation or re-exportation of financial services to Burma” is defined to include the transfer of funds, directly or indirectly, from the U.S.

The Iranian Sanctions

17. On March 15, 1995, President William J. Clinton issued Executive Order No. 12957, finding that “the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States,” and declaring “a national emergency to deal with that threat.”

18. President Clinton followed this with Executive Order No. 12959, issued on May 6, 1995, which imposed comprehensive trade and financial sanctions on Iran. These sanctions prohibited, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or by U.S. persons, wherever located. This included persons in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or re-exportation, directly

or indirectly, to Iran or the Government of Iran. On August 19, 1997, President Clinton issued Executive Order No. 13059, consolidating and clarifying Executive Order Nos. 12957 and 12959 (collectively, the “Executive Orders”). The Executive Orders authorized the U.S. Secretary of the Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transaction Regulations (“ITRs”),² 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders.

19. With the exception of certain exempt transactions, the ITRs prohibited, among other things, U.S. depository institutions from servicing Iranian accounts and directly crediting or debiting Iranian accounts. One such exception would be transactions for which a validated export license had been obtained from OFAC, which is located in the District of Columbia. The ITRs also prohibit transactions that evade or avoid, have the purpose of evading or avoiding, or attempt to evade or avoid the restrictions imposed under the ITRs. The ITRs were in effect at all times relevant to the conduct described below.

20. While the ITRs promulgated for Iran prohibited USD transactions, they contained a specific exemption for USD transactions that did not directly credit or debit a U.S. financial institution. This exemption is commonly known as the “U-turn exemption.”

21. The U-turn exemption permitted banks to process Iranian USD transactions that began and ended with a non-U.S. financial institution, but were cleared through a U.S. correspondent bank. In relevant part, the ITRs provided that U.S. banks

² Effective October 22, 2012, the Department of the Treasury renamed and reissued the ITRs as the Iranian Transactions and Sanctions Regulations.

were “authorized to process transfers of funds to or from Iran, or for the direct or indirect benefit of persons in Iran or the Government of Iran, if the transfer . . . is by order of a foreign bank which is not an Iranian entity from its own account in a domestic bank . . . to an account held by a domestic bank . . . for a [second] foreign bank which is not an Iranian entity.” 31 C.F.R. §560.516(a)(1). That is, a USD transaction to or for the benefit of Iran could be routed through the United States as long as a non-U.S. offshore bank originated the transaction and the transaction terminated with a non-U.S. offshore bank. These U-turn transactions were only permissible where no U.S. person or entity had direct contact with the Iranian bank or customer and were otherwise permissible (e.g., the transactions were not on behalf of an SDN).

22. Effective November 10, 2008, OFAC revoked the U-turn exemption for Iranian transactions. As of that date, U.S. depository institutions were no longer authorized to process Iranian U-turn payments.

23. At no time did CACIB or its co-conspirators apply for, receive, or possess a license or authorization from OFAC for any of the unlawful transactions discussed below.

The Trading with the Enemy Act & Cuban Asset Control Regulations

24. Beginning with Executive Orders issued in 1960 and 1962, which found that the actions of the Government of Cuba threatened the U.S. national and hemispheric security, the United States has maintained an economic embargo against Cuba through the enactment of various laws and regulations. Pursuant to the Trading with the Enemy Act (“TWEA”), 12 U.S.C. Section 95a et seq., OFAC has promulgated a series of rules

and regulations that prohibit virtually all financial and commercial dealings with Cuba, Cuban businesses, and Cuban assets.

25. Unless authorized by OFAC, the Cuban Assets Control Regulations (“CACRs”) prohibit persons subject to the jurisdiction of the United States from engaging in financial transactions involving or benefiting Cuba or Cuban nationals, including all “transfers of credit and all payments” and “transactions in foreign exchange.” 31 C.F.R. § 515.201(a). Furthermore, unless authorized by OFAC, persons subject to the jurisdiction of the United States are prohibited from engaging in transactions involving property in which Cuba or Cuban nationals have any direct or indirect interest, including all “dealings in . . . any property or evidences of indebtedness or evidences of ownership of property by any person subject to the jurisdiction of the United States” and all “transfers outside the United States with regard to any property or property interest subject to the jurisdiction of the United States.” 31 C.F.R. § 515.201(b). The CACRs also prohibit any “transaction for the purpose or which has the effect of evading or avoiding any of the prohibitions” set forth in the OFAC regulations. 31 C.F.R. § 515.201(c).

USAO-DC Charge

26. USAO-DC has alleged, and CACIB accepts, that its conduct, as described herein, violated Title 18, United States Code, Section 371, because CACIB conspired to violate IEEPA, specifically Title 50, United States Code, Section 1705, which makes it a crime to willfully attempt to commit, conspire to commit, or aid and abet in the commission of any violation of the regulations prohibiting the export of services from the United States to Iran, Sudan, and Burma; and because CACIB conspired to violate

TWEA, specifically Title 50, United States Code appendix, Section 16, which makes it a crime to willfully violate any of the regulations prohibiting the performance of certain transactions with Cuba.

DANY Charge

27. DANY has alleged, and CACIB accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 (Falsifying Business Records in the Second Degree) and 175.10 (Falsifying Business Records in the First Degree), which make it a crime to, “with intent to defraud, . . . [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)] . . . or [p]revent[] the making of a true entry or cause[] the omission thereof in the business records of an enterprise.” Pursuant to New York State Penal Law section 175.10, it is a felony to Falsify Business Records, pursuant to New York State Penal Law section 175.05, when the “intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof.”

International Customer Payments at CACIB

28. CACIB is a member of the Society for Worldwide Interbank Financial Telecommunications (“SWIFT”) and historically has used the SWIFT system to transmit international payment messages to and from other financial institutions around the world, including its New York branch. There are a variety of different SWIFT message formats, depending on the type of payment or transfer to be executed. For example, when a bank customer sends an international wire payment, the de facto standard to execute such a payment is an MT 103 SWIFT message, and when a financial institution sends a bank-to-bank credit transfer the de facto standard is an MT 202 SWIFT message. The different

message types contain different fields of information to be completed by the sending party. During the relevant period, some of these fields were mandatory—that is, they had to be completed for a payment to be processed—and others were optional.

29. In general, U.S. dollar denominated transactions between two individuals or entities who reside outside the United States and who maintain accounts at different non-U.S. banks must transit through the United States through the use of SWIFT messages. This process is typically referred to as “clearing” through U.S. correspondent banks.

30. During the relevant time period, CACIB typically executed and processed international U.S. dollar denominated wire payments on behalf of clients in two ways. The first method, known as a “serial payment,” was to send a single message, commonly referred to as an MT 103, to each financial institution in the transmission chain, identifying the originator and beneficiary of the U.S. dollar denominated payment. The second method, known as a “cover payment” involved sending two SWIFT messages in connection with a single payment. In the cover payment method, one message—typically an MT 103—identifying the originating customer and beneficiary of the payment, was sent directly from the customer’s bank (i.e., Foreign Bank A) to the ultimate beneficiary’s bank (i.e., Foreign Bank B) while a second message—typically an MT 202—identifying only the originating bank (but not the customer or the beneficiary) accompanied the funds as they transferred through the United States. During the relevant time period, cover payment messages typically did not require the sending bank to identify the party originating a payment or its ultimate beneficiary, whereas serial payment messages did.

As a result, the U.S.-based bank did not receive information needed to stop transactions involving sanctioned entities.

CACIB's System for Sanctioned Entities

31. Financial institutions in the United States that process U.S. dollar transactions from overseas, including CACIB's branch in New York ("CACIB NY"), are expected to screen financial transactions, including international wire payments effected through the use of SWIFT messages, to ensure such transactions do not violate U.S. sanctions. Because of the vast volume of wire payments processed by financial institutions in the United States, most institutions employ sophisticated computer software, commonly referred to as filters, to automatically screen all wire payment messages against a list of sanctioned entities. When the filters detect a possible match to a sanctioned entity, the payment is stopped and held for further manual review. When a financial institution detects a transaction that violates sanctions, the institution must "reject" the payment—that is, refuse to process or execute the payment and notify OFAC of the attempted transaction. If a party to the payment is an SDN, then the payment must be frozen or "blocked" and the bank must notify OFAC. The sending bank must then demonstrate to OFAC that the payment does not violate sanctions before the funds can be released and the payment processed.

32. During the relevant time period, CACIB NY utilized an automated OFAC filter that screened all incoming MT 103 and MT 202 payment messages, including all U.S. dollar denominated payment messages sent by CAS and other CACIB branches, using search terms to identify both SDNs and companies owned or controlled by SDNs, or persons located in targeted countries. CLS, CAIS, and CAS, for the duration of the

relevant period, failed to conduct comprehensive filtering akin to the type of filtering conducted by CACIB NY. After September 11, 2001, in accordance with Swiss regulations, CLS and CAIS added terrorists designated by OFAC—a subset of the SDN List—to their filters. However, CAS did not actually filter against the complete SDN List until after September 2005. And it was not until 2008 that CAS began filtering transactions to identify, in a comprehensive fashion, entities involved in transactions that were owned by, controlled by, or located in targeted countries.

CACIB’S Procedures And Policies Regarding Sanctioned Entities

33. During the review period, CACIB engaged in billions of dollars of lawful U-turn transactions involving Iran. While these transactions were permissible under OFAC regulations in effect at that time, it was CACIB policy to not disclose the Iranian connection of such transactions to any U.S. parties. In September 2005, CACIB London drafted a memorandum entitled *Special Treatment of Iranian Related Payments/Operational Risk* that directed that “no mention of Iran” should be “made on [the MT 202 cover payment]” to the U.S. correspondent banks. The memo noted the knowledge of “the various departments involved in this process i.e. front, middle and the back-office ... of this special treatment as procedures have been implemented to cover this aspect of operational risk.” A separate cover memo to the memo stated that this matter had been vetted “through Compliance and Legal to ensure that all aspects are covered.”

34. In particular, the memo stated that the bank had been “routing USD payments” in a manner that “prevent[ed] funds being seized by the U.S. authorities.” Not surprisingly, personnel within the CACIB network viewed this policy as CACIB

memorializing a procedure for circumventing U.S. sanctions. For example, in a February 2006 email to a senior compliance officer at CAS, a senior manager within the Monitoring and Investigations Unit (“MOIN”) noted “[a]lthough a note has been drawn up by the Group in particular for transactions in USD with Iran as the destination (commercial transactions/oil), the question finally arises of the implementation of *a payments system allowing the US embargo rules to be got around.*” (Emphasis added.)

35. Furthermore, on March 21, 2007, a Head Office Financial Security employee wrote in an email to another employee, “...on the express condition that the goods are never of Iranian origin or manufacture-this does not fall within the scope of the note. However, it is evident that in the event of flows and therefore of SWIFTs, references to IRAN in the free fields must be avoided, so as not to have to provide lengthy justification to the Yankee authorities.” On March 22, 2007, the same employee approved an otherwise permissible U-turn transaction regarding goods of Iranian origin owned by a Turkish company if there was “No reference to the country of origin in the SWIFT 10X or 20X messages.”

36. Similarly, in October 2005, an employee at CACIB Dubai—in response to press reports of ABN Amro's U.S. sanctions violations—referenced the use of cover payments for Iranian payments, specifically noting that the MT 202 message was to be sent “*without mentioning the name of the Iranian Bank, or any related reference to the concerned transaction,*” (emphasis in original), and questioned whether CACIB’s practices were lawful. This email was ultimately forwarded to compliance personnel at CACIB NY, who promptly raised the issue with CACIB’s compliance department in

Paris. In the course of raising concerns, a compliance officer at CACIB NY explained that the email raised concerns that “stripping” was occurring within the Bank’s network.

37. On January 31, 2006, another CACIB NY compliance officer questioned the lack of transparency with cover payments, asking a senior manager responsible for compliance at CACIB Paris whether CACIB policy prohibited bank personnel from noting in MT 202s whether the bank-to-bank payment was related to an underlying customer payment (*i.e.*, an MT 103). The senior manager from CACIB Paris responded, stating that Paris reviewed and approved Iranian-related USD payments and that bank personnel were not precluded from noting that an MT 202 was related to an MT 103. But the senior manager failed to disclose that, for Iranian payments, CACIB Paris had a policy that precluded CACIB from mentioning Iran in messages sent through the United States related to U-turn payments. Accordingly, while CACIB NY Compliance personnel had the broadest knowledge of U.S. sanctions of any personnel within the CASA network, CACIB’s, CLS’s, CAIS’s, and CAS’s policies, procedures and/or practices for processing international payments involving sanctioned countries or entities removed CACIB NY compliance personnel, their filter, and their expertise from the review process.

CLS

38. From as early as 1997, certain CLS personnel were aware of the U.S. sanctions against Sudan and the fact that these sanctions applied to payments CLS sent through the United States. On November 11, 1997, a CLS senior commercial bank manager disseminated a memo reflecting the fact that Sudan had been added to the list of countries under U.S. embargo. Specifically, the memo stated that “it is strictly prohibited

to pass by a U.S. correspondent, or by C.L. New York.” Again in 1998, the same employee wrote and disseminated a policy to CLS’s Client Administration department directing that no transactions involving Iran, Sudan, or other sanctioned countries, could pass by a U.S. correspondent or CL New York. Specifically, the policy stated “[a]ll funds in USD in transit with U.S. banks, referring to governmental and non-governmental entities, as well as individuals residing in the above-mentioned countries are legally blocked.”

39. CL New York compliance personnel also provided training to CLS compliance personnel on U.S. sanctions that explained that “OFAC imposes controls on transactions and can freeze foreign assets under U.S. jurisdiction.”

40. Despite these directives and the training they received, CLS personnel allowed 11 Sudanese banks to maintain USD accounts with CLS, including six SDN banks, one of which was not on the SDN List, but was considered an SDN by operation of law, and processed payments from these accounts through the United States. Many of these payments were bank-to-bank transfers, which could be completed through a single MT 202 message. Because these types of transactions did not require the use of an MT 103, CLS could not obfuscate the sanctioned entities’ involvement using the cover payment method. Accordingly, CLS created two MT 202s—one MT 202 message reflecting the involvement of a sanctioned entity that was sent directly to the payee’s foreign bank, and a different MT 202 message that did not divulge such information that was sent to the U.S. correspondent banks.

41. An example of how this practice worked is reflected in a payment that occurred on or about September 9, 2004. CLS sent \$1 million on behalf of one of its

sanctioned Sudanese clients for the benefit of a sanctioned Sudanese bank. In the MT 202 CLS sent to the Lebanese bank, at which the Sudanese bank held an account, both the Sudanese originator and the Sudanese beneficiary were listed. However, CLS failed to identify the ultimate beneficiary in the MT 202 message it sent to the U.S. correspondent bank and deceptively listed the Lebanese bank as the beneficiary of the transaction rather than the ultimate Sudanese beneficiary.

42. Two facts demonstrate that CLS's use of two MT 202 messages was a method for circumventing sanctions. First, additional fees were incurred by employing this process. The sanctioned entity sending such a payment would unnecessarily incur a fee for generating two MT 202s, when all of the lawful objectives of such a payment could be accomplished through a single payment message. Second, as a general rule, CLS processed payments using two MT 202 messages for Sudanese banks, while CLS processed bank-to-bank payments for non-sanctioned banks using a single MT 202 message. Specifically, from August 1, 2003 to March 1, 2005, CLS processed bank-to-bank payments using two MT 202 messages approximately 83% of the time for sanctioned Sudanese banks but only 11% of the time for non-sanctioned banks.

43. Furthermore, CLS policies made clear that its personnel were using cover payments in an effort to circumvent U.S. sanctions. For example, in an email dated March 23, 2004, a CLS senior back office manager disseminated a policy that required the ordering party be reflected on MT 202 messages, except for when a risk of embargo was possible.

44. In addition, throughout the relevant period, there were repeated instances of Sudanese banks, including one that was an SDN, requesting that CLS not mention its name in MT 202 messages sent to U.S. correspondent banks.

45. CLS also replaced client information in certain MT 103 messages with phrases such as “one of our clients” and “our good customer” to prevent the disclosure of ordering parties and beneficiaries covered by Swiss bank secrecy laws. This practice, however, prevented CL New York from determining whether any of the participants’ involved in the transactions violated U.S. sanctions law.

46. In 2003, CL’s Head Office circulated a memo stating that the phrases described above, among others, should not be used anymore and would be added to the filter. Despite this instruction, CLS continued to employ the practice of replacing client information with ambiguous phrases, such as, “one of our clients” and “our good customer.”

47. On several occasions throughout the relevant period, CL New York learned—despite CLS’s efforts—that a transaction involved a sanctioned entity and either blocked or rejected such a payment. CLS did not question CL New York about the applicability of U.S. sanctions laws to the transactions they sent through the United States. Moreover, CL New York explicitly reminded CLS compliance personnel that transactions that transit through the United States were subject to U.S. sanctions laws after some of these payments were rejected or blocked. By way of example, on or about August 28, 2003, a CL New York compliance officer sent an approximately two-page email to two CLS compliance personnel providing “a summary of the OFAC oversight

regulations requirements that affect both CLA [Crédit Lyonnais Americas] and CL entities that transact business through the United States.”

48. Despite rejected payments and clear admonitions from CL New York, CLS persisted in sending non-transparent messages that violated U.S. sanctions laws through the United States. Indeed, for three transactions totaling approximately \$50,000, CLS went so far as to resubmit rejected payments, removing the information that caused the initial payment to be rejected with the intent of completing the illegal transactions.

CAIS/CAS

49. In 2003, CAIS’s Compliance department was divided into two groups: (1) Legal and Compliance, and (2) the Monitoring and Investigations unit (“MOIN”). Both were under the supervision of the Office of the General Secretary. Prior to 2004, Legal and Compliance had responsibility for U.S. sanctions compliance, meaning the business lines and operational units turned to, and relied upon, Legal and Compliance for guidance. In 2004, this responsibility was shifted from Legal and Compliance to MOIN.

50. Throughout the relevant period, certain CAIS and CAS personnel, including personnel within Legal and Compliance and MOIN, knew that U.S. sanctions laws applied to transactions that CAIS and CAS sent through the United States.

51. CAS developed policies and procedures to use cover payments (*i.e.*, MT 202 messages) which did not reference *any* sanctioned entity’s involvement in transactions, fully recognizing that this payment method would conceal from CACIB NY and other U.S. financial institutions the fact that these transactions concerned sanctioned parties. CAS did not share its policies and procedures for processing international

payments with CACIB NY, and CACIB NY lacked access to CAS's systems that contained these policies and procedures.

52. As early as 2001, an attorney who was part of CAIS's management team sent an email to a CACIB employee based in Paris, which stated that "to the extent the process used by our establishment via our U.S. correspondent bank ([U.S. Bank 1]), and whereby our establishment erroneously misleads the latter as to the real beneficiary for the transfers...and by the designation of an institutional beneficiary instead and in place of the actual one...whose identity [the U.S. correspondent] is unaware, we could expose ourselves to various sanctions in the USA. To our knowledge, the majority of the Group entities operate in the same manner."

53. This knowledge was not limited at CAIS to the Legal and Compliance team. On February 2, 2004, a back office analyst made an internal note in the CAIS message system regarding omitting information in payment messages. She wrote, "[v]arious payments of ours were stopped by the U.S. banks, because within the text body of our instructions (MT 103 or 202), certain words such as Iraq, Iran, etc. were used, words which appear on the U.S. Banks automatic block list. Consequently, be vigilant and do not put too much detailed information in your payments, thus avoiding costly back values."

54. In 2004, when responsibilities for U.S. sanctions compliance were shifted to MOIN, the group required all transactions concerning countries subject to U.S. sanctions, and sanctions imposed by other jurisdictions, to be forwarded to MOIN for review and authorization.

55. As early as June 10, 2004—shortly after this shift—a senior manager within MOIN, after noting in an email that “the reach of the American sanctions is . . . limited” and only applied to the “American territory,” acknowledged that a payment involving a sanctioned entity that transited through the United States could potentially be blocked if the U.S. clearer learned of the existence of the sanctioned entity.

56. Beginning in April 2005, a senior manager within MOIN commonly acknowledged in emails that U.S. sanctions applied to transactions that were sent through the United States: “OFAC (United States) has taken economic sanctions against Sudan and Iran for transactions which occur on U.S. territory and/or which are made out in Dollars and/or for which U.S. companies and individuals appear . . . and for which individual approval must be obtained from the U.S. authorities.” This language demonstrates that certain CAS employees knew that U.S. sanctions applied to transactions that transited through the United States.

57. In and around 2006, MOIN’s own compliance materials acknowledged the “extra-territorial reach” of U.S. sanctions laws and that these laws cover “all investments and transactions in the United States or that involve a U.S. person anywhere in the world.”

58. On or about February 2, 2006, the Office of the General Secretary drafted a memorandum that stated “the simple fact of using a clearing bank in the United States requires complying with [anti-money laundering and OFAC] rules.”

59. Despite this knowledge, MOIN authorized many of the USD transactions forwarded to them, even though they violated U.S. sanctions, often precisely because the payment messages that were going to be sent to the United States would not reference a

sanctioned entity's involvement in a transaction. The clear intent of ensuring that payment messages sent to the United States did not reflect information about sanctioned entities is reflected in a series of communications regarding two transactions that were rejected on or about March 29, 2006. After CACIB NY notified a senior manager within the Office of the General Secretary of the rejected payments, the senior manager raised these rejected payments with a senior manager within MOIN and another member of MOIN. Rather than asking how payments that violated Sudanese sanctions were sent to the United States, the senior manager within the Office of the General Secretary questioned why MT 103s were sent in connection with the payments and why CAS's systems that were processing payments involving Sudan used this message type (a message type that would clearly reveal the involvement of Sudanese entities). When the senior manager within MOIN reported that the back office sent MT 202 messages to CACIB NY containing the ordering party's name and that CACIB NY learned of the Sudanese connection to the transactions through its own due diligence, CAS personnel complained about the heightened due diligence from their U.S. counterparts. No one within CAS took any steps, at that time, to stop all USD MT 202 payments involving Sudan that cleared through the United States.

60. Instead, MOIN authorized a number of other transactions involving Sudan to transit through the United States while emphasizing payment messages that would be sent through the United States did not reference Sudan. For example, in March 2006, in an email copying a senior manager within the Office of the General Secretary, MOIN authorized a letter of credit for a Sudanese SDN bank, one of which was not on the SDN List, but was considered an SDN by operation of law. Specifically, the email stated that

“at no moment shall information related to the transactions as such (End Beneficiary/Counterparty/End Bank) be transmitted/indicated within the aforementioned messages in accordance with what is acceptable under U.S. regulations.” MOIN authorized the transaction despite the fact that less than a year earlier CACIB NY rejected a nearly half-million dollar payment involving this Sudanese bank.

61. Similarly, on October 10, 2006, in discussing a payment where the beneficiary was a Sudanese bank, a senior manager within MOIN approved the transaction, but instructed a senior back office employee that, “given the nature of both of these counterparties (Sudan) and the currency used (USD), I am reiterating the conditions established for the implementation of this transaction, to note: ... At no moment shall information related to the transactions as such (End Beneficiary/Counterparty/End Bank) be transmitted/indicated within the aforementioned messages. . . .”

62. In addition, certain CAS employees outside of MOIN directed sanctioned Sudanese banks to omit any reference to Sudan in MT 202 cover payment messages sent to U.S. correspondent banks. For example, on July 26, 2005, a senior back office manager sent a SWIFT message to a Sudanese bank designated by OFAC as an SDN, stating, “We understand from drawer that you are ready to effect the relative payment. We therefore ask you to instruct your correspondent to cover our USD account held with [CACIB], New York,...(without any reference to Sudan in their cover through U.S. correspondent.” Similarly on November 21, 2005, another CAS back office employee gave the same instruction to a Sudanese SDN bank to omit any reference to Sudan in the cover payment sent through the U.S. correspondent bank.

63. CAS also employed the practice of replacing client information on payment messages with ambiguous phrases such as, “one of our clients” and “our good customer.” The practice continued despite the fact that CACIB NY had entered into a Commitment Letter in September 2005 with the Federal Reserve Bank of New York and the New York State Department of Financial Services (then the New York State Banking Department) in which it committed to enhance its Anti-Money Laundering and Bank Secrecy Act functions. After a February 2006 meeting, CAS and CACIB NY developed a Modus Operandi whereby CAS agreed to screen all outgoing transactions against the SDN List to ensure CACIB NY that CAS was not originating payments on behalf of sanctioned entities, and CACIB NY agreed to submit informational requests to CAS for processing in an agreed upon manner.

64. In December 2006, the Head Office decided to diversify USD clearing banks and CAS started using a non-affiliated bank based in the United States as its exclusive clearer. After establishing a relationship with a new clearing bank, MOIN persisted in approving transactions involving Sudanese entities, so long as messages that were sent to the United States did not reveal the involvement of the Sudanese entity:

- a. On or about July 20, 2007, a senior manager within MOIN, in an email to several bank employees, directed that (i) any reference to Sudan in a new letter of credit (“L/C”) should be deleted since USD was the currency that would be used and/or (ii) the L/C should be modified so as to settle the transaction in another currency.

- b. On or about July 31, 2007, a member of MOIN noted when approving a proposed resale of Sudanese goods that the “SWIFT will not contain any reference to Sudan.”
- c. On or about August 24, 2007, a MOIN employee again approved a transaction in favor of a CAS client involving the purchase of \$187,433 of Sudanese goods in which the port of loading was located in Sudan. The MOIN employee noted that this transaction was acceptable since the L/C associated with this transaction did not reference Sudan. Indeed, the L/C simply stated that the port of loading for the goods purchased in this transaction was “African Ports.”
- d. On September 5, 2007, the same MOIN employee acknowledged that for a transaction involving a different CAS client, a reference to Sudan could cause a “blocking or rejection of such a transaction” and directed that “**no reference is made to SUDAN and/or KHARTOUM.**” [emphasis in original].
- e. On or about January 17, 2008, MOIN authorized a USD transaction involving Sudan, noting the payment messages, which were going to be generated in England would contain “no mention of Sudan, the BL’s [bills of lading] indicating Port Sudan as the loading harbor.”

65. As late as February 4, 2008, a senior manager within MOIN stated that it would be prudent to avoid any mention of Sudan in letters of credit concerning goods of Sudanese origin or goods loaded in a port located in Sudan because “indeed, there is a risk that the operation may be blocked, if one of the correspondents knew the information

contained in the LC. It is a low risk, but we still have to be careful about it with taking right measures (other currency, deletion of the word “Sudan” in the LC, etc...).”

66. In sum, CLS and CAIS, and later CAS, employed deceptive practices that concealed the involvement of sanctioned entities and thereby deprived CL NY, CACIB NY, and other U.S. financial institutions of the ability to filter for, and consequently block and/or reject, sanctioned payments. In total, from approximately August 2003 through approximately September 2008, CLS and CAIS, and later CAS, processed at least \$312 million in payments in violation of U.S. sanctions laws. The overwhelming majority of these violations involved Sudanese entities. Additionally, other violations implicated Cuban, Burmese, and Iranian entities.

CACIB’s Internal Investigation

67. Throughout the course of this investigation, CACIB has cooperated with U.S. authorities. CACIB undertook a voluntary and comprehensive internal review of its historical payment processing and sanctions compliance practices, which has included the following:

- a. Committing substantial resources to conducting an extensive review of records, including hard copy and electronic documents;
- b. Numerous interviews of current and former employees;
- c. A transaction review conducted by outside counsel and an outside consultant, which included, but was not limited to, reviewing millions of payment messages and trade transactions across various accounts related to sanctioned countries, including an analysis of underlying SWIFT transmission data associated with USD activity for accounts of banks in sanctioned countries;

- d. Regular and detailed updates to DANY and USAO-DC on the results of its investigation and forensic SWIFT data analyses, and responding to additional specific requests of DANY and USAO-DC;
- e. Multiple agreements to toll any applicable statutes of limitation; and
- f. Making numerous current and former CACIB employees available for interviews by U.S. authorities.

CACIB's Remediation

68. CACIB has also taken voluntary steps to enhance and optimize its sanctions compliance programs, including by:

- a. Installing more sophisticated filtering software;
- b. Creating additional compliance-focused groups to address sanctions compliance and correspondent bank due diligence;
- c. Hiring numerous additional compliance employees;
- d. Adopting written compliance policies that address U.S. sanctions against Iran, Burma, Sudan, and Cuba;
- e. Requiring the use and filtering of the MT 202COV on the earliest date on which the new payment messages could be used;
- f. Adopting the Wolfsberg Principles for transparency in payment messages;
- g. Enhancing its trade finance due diligence protocols;
- h. Implementing extensive compliance training; and
- i. Retaining outside counsel to help the Bank assess and further improve existing compliance programs and strategies.

69. CACIB has also agreed, as part of its cooperation with DANY and USAO-

DC, to undertake the further work necessary to further enhance and optimize its sanctions compliance programs. CACIB has also agreed to cooperate in DANY and USAO-DC's ongoing investigations into these banking practices. Furthermore, CACIB has agreed to continue to comply with the Wolfsberg Anti-Money Laundering Principles of Correspondent Banking.

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DEFERRED PROSECUTION AGREEMENT

1. Commerzbank AG ("Commerzbank"), by and through its attorneys Petrillo Klein & Boxer LLP and Alston & Bird LLP, and the District Attorney of the County of New York ("DANY"), enter into this Deferred Prosecution Agreement (the "Agreement"). There are no promises, agreements, or conditions, express or implied, other than those set forth in this Agreement. No modification, deletion, or addition to the Agreement will be valid or binding on either party unless put into writing and signed by all parties. This Agreement supersedes any prior promises, agreements, or conditions between Commerzbank and DANY. DANY and Commerzbank, with the advice of its attorneys, agree as set forth below.

2. Commerzbank accepts and acknowledges responsibility for its conduct, and that of its employees, set forth in the Factual Statement, attached hereto as Exhibit A, and incorporated herein by reference (the "Factual Statement"). As a result of the conduct set forth in the Factual Statement, DANY has determined that it could initiate a criminal prosecution against Commerzbank pursuant to New York State Penal Law Section 175.10, and a forfeiture action against certain funds currently held by Commerzbank, and that such funds could be forfeitable under New York State law.

3. Commerzbank hereby expressly agrees to settle, and does settle, any and all criminal and forfeiture claims DANY has determined it could initiate for the total sum of \$342,000,000 (the "Settlement Amount"), half of which (\$171,000,000) will be paid directly to DANY in full settlement of Commerzbank's financial obligations in this Agreement, to be distributed by DANY to the City and State of New York pursuant to New York State law.¹ The

¹ Pursuant to a separate Deferred Prosecution Agreement with the United States, Commerzbank also has agreed to pay separately \$171,000,000, the other half of the Settlement Amount, to the United States, for conspiring to violate Title 18, United States Code, Section 371, and Title 50, United States Code, Sections 1701-1705 (International Emergency Economic Powers Act, or "IEEPA"), and regulations issued thereunder.

parties to this Agreement agree that the Settlement Amount will fully satisfy all claims currently held by DANY within the scope of or described in the Factual Statement or disclosed by Commerzbank or its subsidiaries to DANY prior to the date of this Agreement. Commerzbank shall wire-transfer \$171,000,000 to an account designated by DANY within five (5) business days of the signing of this Agreement.

4. Upon transfer of \$171,000,000 to DANY, Commerzbank shall release any and all claims it may have to such funds and execute such documents as are necessary to accomplish the forfeiture. Commerzbank agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Settlement Amount, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Settlement Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

5. In consideration of Commerzbank's voluntary cooperation with DANY's investigation (the "Investigation"), its remedial actions to date, and its willingness to: (i) acknowledge responsibility for its actions and the actions of its directors, officers, employees, and agents, as set forth in the Factual Statement; (ii) voluntarily terminate the conduct set forth in the Factual Statement prior to the commencement of DANY's investigation; (iii) continue to provide to DANY substantial cooperation, as detailed in this Agreement and the Factual Statement, including voluntarily making U.S. and foreign employees available for interviews, and collecting, analyzing, and organizing voluminous evidence and information for DANY; (iv) engage in remediation and training as outlined in Paragraph 8; and (v) settle any criminal claims currently held by DANY for any act within the scope of or related to the Factual Statement or this investigation; DANY agrees as follows:

(a) That it shall defer prosecution of Commerzbank for a period of thirty-six (36) months from the signing of this Agreement, or less at the sole discretion of DANY. DANY shall not prosecute Commerzbank or any of its subsidiaries, affiliates, successors, predecessors, and assigns, for any conduct within the scope of or described in the Factual Statement or for any conduct disclosed by Commerzbank or its subsidiaries to DANY prior to the date of this Agreement, if Commerzbank complies with all of its obligations pursuant to this Agreement; and

(b) That if Commerzbank is in compliance with all its obligations under this Agreement for the time period set forth above in Paragraph 5(a), this Agreement shall expire and be of no further force or effect.

6. Commerzbank expressly agrees that within six (6) months of determination by DANY that a material and willful breach by Commerzbank of this Agreement has occurred, any prosecution for violations of New York State law that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, and which relates to the facts set forth and described in the Factual Statement, may, in the sole discretion of DANY, be commenced or reinstated against Commerzbank, notwithstanding the expiration of any applicable statute of limitations. In the event of a breach, it is the intent of this agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred as of the date this Agreement is signed. Commerzbank also agrees that it will neither contest the admissibility or authenticity of the Factual Statement or any other documents provided by Commerzbank to DANY, nor contradict in any proceeding the facts contained in the Factual Statement. Further, Commerzbank expressly waives any challenges to the venue and jurisdiction of the Supreme Court of the State of New York for the County of New York.

7. Commerzbank agrees to abide by and implement the following as conditions of its deferred prosecution:

(a) Commerzbank agrees to continue to cooperate with DANY in any and all investigations of Commerzbank or any of its present or former officers, directors, employees, agents, and consultants, or any other party, relating to the conduct described in the Factual Statement and any other conduct under investigation by DANY at any time during the period of this Agreement, whether or not those investigations are concluded during the period of this Agreement;

(b) Commerzbank agrees to implement financial sanctions training, which covers U.S., E.U., and U.N. sanctions and trade control laws, for all employees, including officers, (1) involved in the processing or investigation of USD payments; (2) involved in the execution of USD denominated securities trading orders; and (3) involved in transactions or business activities, including trade-based finance, involving any nation or entity subject to U.S., E.U. or U.N. sanctions, including the execution of cross-border payments. By September 30, 2015, Commerzbank must certify the training has been completed;

(c) Commerzbank agrees to implement compliance policies, procedures, and training designed to prevent and detect violations of U.S. sanctions and trade control laws and related New York State criminal laws throughout its operations;

(d) Commerzbank agrees to implement compliance policies, procedures, and training designed to ensure that Commerzbank, including any compliance and legal officers responsible for sanctions compliance at Commerzbank, is made aware in a timely manner of any known request or attempts by any entity (including, but not limited to, Commerzbank's customers and other financial institutions, companies, organizations, groups, or persons) to evade U.S. sanctions laws, including but not limited to, withholding or altering its name or other identifying information,

where the request or attempt may result in the circumvention or evasion of U.S. sanctions laws. Commerzbank shall report to DANY the name and contact information, if available to Commerzbank, of any entity or person that makes such a request. Commerzbank further agrees to timely report to DANY any known attempts by any Commerzbank employee to circumvent or evade, or aid in the circumvention or evasion of U.S. sanctions laws in any way. By September 30, 2015, Commerzbank must certify that such procedures have been implemented;

(e) Commerzbank agrees to abide by any and all requirements of the Settlement Agreement, dated March 11, 2015, by and between OFAC and Commerzbank regarding remedial measures or other required actions related to this matter;

(f) Commerzbank agrees to abide by any and all requirements of the Cease and Desist Order, dated March 11, 2015, by and between the Board of Governors of the Federal Reserve System (the "Federal Reserve") and Commerzbank regarding remedial measures or other required actions related to this matter;

(g) Commerzbank agrees to abide by any and all requirements of the Consent Order, dated March 11, 2015, by and between New York State Department of Financial Services ("DFS") and Commerzbank regarding remedial measures or other required actions related to this matter;

(h) Commerzbank shall share with DANY any reports, disclosures, or information that Commerzbank, by the terms of these Settlement Agreements and Cease and Desist and Consent Orders, is required to provide to OFAC, the Federal Reserve, and DFS, subject to receiving the required approvals and consents from OFAC, the Federal Reserve, or DFS. Commerzbank further agrees that any compliance consultant or monitor imposed by the Federal Reserve or DFS shall, at Commerzbank's own expense, submit to DANY any report that it submits to the Federal Reserve or DFS, subject to receiving the required approvals and consents from the Federal Reserve or DFS.

(i) Commerzbank shall maintain the electronic database of SWIFT Message Transfer ("MT") payment messages relating to USD payments processed during the period from 2002 through 2008 in electronic format during the period of this Agreement;

(j) Commerzbank shall provide to DANY, upon request, any document, record, or other tangible evidence relating to matters about which DANY or any designated government or law enforcement agency inquires of it, related to DANY's Investigation;

(k) Commerzbank shall disclose all factual information with respect to its activities, including those of its affiliates and those of its current and former directors, officers, employees, and agents, and consultants, including any evidence or allegations and internal or external investigations, related to investigations by DANY known to Commerzbank or about which DANY may inquire, and provide to DANY any information and documents that come to Commerzbank's attention that may be relevant to DANY's Investigation, including identifying and informing DANY of any witnesses who, to Commerzbank's knowledge, may have material information concerning DANY's Investigation;

(l) Commerzbank shall attend all meetings at which DANY requests its presence, and make reasonable efforts to make available, at its cost, Commerzbank's current and former directors, officers, employees, representatives, agents, and consultants when requested by DANY, to: provide additional information and materials concerning this Investigation; to be interviewed by DANY or any designated government or law enforcement agency; and to testify, including sworn testimony before a grand jury or in any judicial proceeding, including but not limited to, testimony as necessary or requested to identify or establish the location, authenticity, or other basis for admission into evidence of documents or physical evidence;

(m) Nothing in this Agreement, including, but not limited to, all of the provisions of Paragraph 7 of this Agreement, shall be construed to require Commerzbank to produce any

documents, records, reports, or tangible evidence, that are protected from disclosure by the attorney-client privilege or the work product doctrine, or subject to German or other applicable law and legal principles, including confidentiality, criminal, or data protection laws. To the extent a request requires transmittal through formal government channels and that request is not in contravention of the attorney-client privilege, the work product doctrine, German or other applicable law and legal principles, including confidentiality laws, criminal laws, or data protection laws, Commerzbank agrees to use its best efforts to facilitate such transfer, and agrees not to oppose any such request that is made in accordance with applicable law, either publicly or privately. And, Commerzbank agrees that it will provide, at its own expense, fair and accurate translations of any documents produced by Commerzbank directly pursuant to this Agreement, or pursuant to any Mutual Legal Assistance Treaty requests;

(n) Commerzbank shall promptly bring to DANY's attention all credible evidence or allegations of criminal conduct by Commerzbank, or any of its employees acting within the scope of their employment, and related to DANY's Investigation, of which Commerzbank's Managing Board, senior management, or United States or German legal or compliance personnel are aware;

(o) Commerzbank shall bring to DANY's attention any administrative, regulatory, civil, or criminal proceeding or investigation of Commerzbank, or its directors, officers, employees, consultants, representatives or agents that relates to DANY's Investigation; and

(p) Commerzbank shall commit no crimes under the laws of the State of New York after the date of the signing of this Agreement.

8. Should DANY determine that Commerzbank has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to Commerzbank of the alleged breach and allow Commerzbank a two-week period from the date of receipt of said notice, or longer, at the discretion of DANY, to cure the breach by making an oral or written

presentation to DANY that demonstrates that no breach has occurred, or, to the extent applicable, that the breach is not willful or material. The parties hereto expressly understand and agree that, should Commerzbank fail to make the above-noted presentation within such time period, it shall be presumed that Commerzbank is in material breach of this Agreement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of Commerzbank to DANY or the United States, including the facts contained in the Factual Statement, unless otherwise agreed when the information was provided.

9. Should DANY determine, during the term of this Agreement, that Commerzbank has committed any New York State crime after the date of the signing of this Agreement, Commerzbank shall, in the sole discretion of DANY, thereafter be subject to prosecution for any such crimes, as well as for the conduct described in the Factual Statement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal, and any such prosecution may be premised upon any information provided by or on behalf of Commerzbank to DANY or the United States at any time, unless otherwise agreed when the information was provided. The discovery by DANY of any purely historical criminal conduct that did not take place during the term of the Agreement will not constitute a breach of the Agreement.

10. Commerzbank shall be permitted to treat any fine and forfeiture as required by applicable accounting provisions. Commerzbank, however, agrees that it shall not claim, assert, or apply for, either directly or indirectly, any tax deduction, tax credit, or any other offset with regard to any U.S. federal, state, or local tax or taxable income for any fine or forfeiture paid pursuant to this Agreement.

11. The Settlement Amount paid is final and shall not be refunded in the event of a breach of this Agreement and any subsequent prosecution. In the event of a breach of this Agreement and subsequent prosecution, DANY may pursue additional civil and criminal forfeiture in excess of the Settlement Amount.

12. DANY agrees that it shall not seek to prosecute Commerzbank or its subsidiaries, affiliates, successors, predecessors, and assigns for any act within the scope of or related to the Factual Statement or this investigation, that violated New York State law during the period from 2002 through the date of this Agreement, unless, other than the transactions that have already been disclosed and documented to DANY during the course of this investigation, Commerzbank, its employees, officers, or directors, acting within the scope of their employment and for the benefit of Commerzbank, knowingly and willfully transmitted or approved the transmission of United States Dollar ("USD")-denominated funds through the United States, or involving a U.S. person, in violation of New York State law, that went to or came from persons or entities designated at the time of the transaction by the Office of Foreign Assets Control as a Specially Designated Terrorist, a Specially Designated Global Terrorist, a Foreign Terrorist Organization, or a proliferator of Weapons of Mass Destruction (an "Undisclosed Special SDN Transaction"). Commerzbank agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law of New York State with respect to such conduct for a period of eighteen (18) months from the date of this Agreement. The decision about whether Commerzbank has breached this paragraph of the Agreement shall be at the sole discretion of DANY.

13. This Agreement does not provide any protection against prosecution except as set forth above, and it applies only to Commerzbank and its subsidiaries, affiliates, successors, predecessors, and assigns, and not to any individuals. Commerzbank agrees to continue to cooperate, including by providing information, documents, and witnesses, as outlined above in

Paragraph 7 of this Agreement, in any proceeding or any prosecution of any individual pursuant to this investigation. In particular, this Agreement provides no immunity from prosecution to any individual and shall not restrict the ability of DANY to charge any individual for any criminal offense and seek the maximum term of imprisonment applicable to any such violation of New York State Penal Law.

14. This Agreement is binding on Commerzbank and DANY only and specifically does not bind any federal agencies or any other state or local authorities.

15. Commerzbank acknowledges that, by virtue of a resolution, the Managing Board of Commerzbank affirms that it has authority to enter into this Agreement and has (a) reviewed the Agreement and the Factual Statement, or has been advised of the contents thereof; (b) consulted with legal counsel in connection with the signing of this Agreement; (c) voted to enter into this Agreement and to admit to the contents of the Factual Statement; (d) voted to consent to the forfeiture outlined in this Agreement; (e) voted to authorize the corporate officer identified below to sign and execute this Agreement and all other documents necessary to carry out the provisions of this Agreement.

16. Commerzbank expressly agrees that it shall not, through its attorneys, Managing Board, or agents, officers, or employees who are authorized to speak for Commerzbank (individually, "Commerzbank Representative"), make any public statement contradicting the acceptance of responsibility by Commerzbank set forth in this Agreement or any statement of fact contained in the Factual Statement. Any such public statements by any authorized Commerzbank Representative shall, subject to the cure rights of Commerzbank set forth below, constitute a breach of this Agreement, and Commerzbank would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision about whether any public statement by any authorized Commerzbank Representative contradicts the acceptance of responsibility by Commerzbank set

forth in this Agreement, or a fact described in the Factual Statement, shall be in the sole discretion of DANY. Upon DANY's notification to Commerzbank of a public statement by any authorized Commerzbank Representative that in whole or in part contradicts the acceptance of responsibility by Commerzbank set forth in this Agreement, or any statement of fact contained in the Factual Statement, Commerzbank may avoid breach of this Agreement by publicly repudiating, subject to DANY's approval, such statement within seventy-two (72) hours of notification by DANY. Commerzbank shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Factual Statement. This Paragraph is not intended to apply to any statement made by any present or former Commerzbank employee, officer, or director, or any statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a government or private party against such individual regarding that individual's personal conduct. Subject to this paragraph, Commerzbank retains the ability to provide information or to take legal positions in litigation or other regulatory proceedings in which the United States or DANY is not a party.

17. This Agreement shall bind Commerzbank, its subsidiaries, affiliated entities, assignees, and its successor corporation, if any, and any other person or entity that assumes the obligations contained herein. No change in name or in corporate or individual control, business reorganization, change in ownership, merger, change of legal status, sale or purchase of assets, divestiture of assets, or similar action shall alter Commerzbank's obligations under this Agreement. Commerzbank shall not engage in any action to seek to avoid the obligations set forth in this Agreement.

Acknowledgment on behalf of Commerzbank AG

I, Günter Hugger, General Counsel and Divisional Board Member Legal, the duly authorized representative of Commerzbank AG, hereby expressly acknowledges the following: (1) that I have read this entire Agreement as well as the other documents filed herewith in conjunction with this Agreement, including the Factual Statement; (2) that I have had an opportunity to discuss this Agreement fully and freely with the Managing Board of Commerzbank and with Commerzbank's counsel; (3) that the Managing Board of Commerzbank fully and completely understands each and every one of the terms of this Agreement; (4) that the Managing Board of Commerzbank is fully satisfied with the advice and representation provided to it by its counsel; (5) that I am authorized, on behalf of Commerzbank AG, to enter into this Agreement; and (6) that Commerzbank AG has signed this Agreement knowingly and voluntarily.

Commerzbank AG

June 11, 2015
DATE


Günter Hugger
General Counsel
Divisional Board Member Legal

Acknowledgment by Defense Counsel for Commerzbank AG

We, Nelson A. Boker and Thomas E. Crocker, attorneys representing Commerzbank AG, hereby expressly acknowledge the following: (1) that we have reviewed and discussed this Agreement with our client; (2) that we have explained fully each one of the terms of the Agreement to our client; (3) that we have answered fully each and every question put to us by our client regarding the Agreement; and (4) that we believe our client fully and completely understands all of the Agreement's terms.

3-11-15
DATE


Nelson A. Boker
Petrillo Klein & Boker, LLP

3/11/15
DATE


Thomas E. Crocker
Alston & Bird LLP

New York County District Attorney's Office

3/12/15
DATE

By:

[REDACTED]

CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

David Szuchman for Cyrus R. Vance, Jr.

Assistant District Attorneys:

Garrett Lynch
Elson Ho
David Szuchman
Polly Greenberg

ATTACHMENT A -- STATEMENT OF FACTS

Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreement dated 3/11/15, between the Criminal Division of the United States Department of Justice, the United States Attorney's Office for the District of Columbia (collectively, "DOJ") and Commerzbank AG ("Commerz"), and between the New York County District Attorney's Office ("DANY") and Commerz. Commerz hereby agrees and stipulates that the following information is true and accurate. Commerz admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should DOJ or DANY pursue the prosecution that is deferred by this Agreement, Commerz agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts establish beyond a reasonable doubt the charges set forth in the criminal Information attached to this Agreement, and set forth below in Paragraphs 18 and 19. All conduct discussed in this Factual Statement occurred on or about the dates described.

2. Starting in or around January 2002 and ending in or around December 2008, Commerz violated U.S. and New York State laws by assisting clients—such as Iranian companies—in evading U.S. sanctions. Specifically, Commerz sent payments involving sanctioned entities or entities affiliated with sanctioned countries through the U.S. financial system. Commerz knowingly and willfully concealed from U.S. financial institutions and regulators the sanctioned entities' connection to these transactions and intentionally falsified the business records of these institutions. Consequently, U.S. financial institutions processed transactions that otherwise should have been rejected, blocked, or stopped for investigation.

3. Commerz's criminal conduct included, among other things, (i) sending payments from Frankfurt on behalf of sanctioned clients without reference to the payments' origin; (ii) eliminating payment data that would have revealed the involvement of sanctioned entities; (iii) directing an Iranian client to transfer payments in the name of its subsidiary companies to mask the Iranian client's involvement; (iv) issuing checks to an Iranian client that showed only the Iranian bank's account number and not its name; and (v) using alternative payment methods to mask the involvement of sanctioned entities.

4. By providing these banking services to clients that themselves were subject to U.S. sanctions or clients that were doing business with sanctioned entities, Commerz: (i) prevented detection by U.S. regulatory and law enforcement authorities of financial transactions that violated U.S. sanctions; (ii) prevented U.S. financial institutions from filing required sanctions-related reports with the U.S. government; (iii) caused false information and entries to be recorded in the business records of U.S. financial institutions located in New York, New York; and (iv) caused U.S. financial institutions not to make records that they otherwise would have been required by U.S. law to make.

5. This conduct occurred in various business units within Commerz in locations in Germany.

Bank Background

6. Commerz conducts business in Europe, North America, South America, Asia, Africa, and Australia. Commerz is currently headquartered in Frankfurt, Germany, and has over 1,200 branches in Germany alone. Commerz is represented outside Germany by 23 foreign branches, 35 representative offices—including a representative office in Tehran, Iran, from the late 1970s through the relevant period—and 7 subsidiaries, spread across more than 50 countries.

Commerz is listed on exchanges in Germany, London, and Switzerland, and its shares can be purchased in the United States through American Depositary Receipts.

7. Since 1967 Commerz has had a license issued by the state of New York to operate as a foreign bank branch in New York, New York. The Branch provides U.S. Dollar ("USD") clearing for international wire payments and provides banking services to German companies, subsidiaries of German companies located in the United States, and U.S. companies.

Applicable Law

8. The International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1701-1706, authorized the President of the United States ("the President") to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declared a national emergency with respect to that threat. Pursuant to the authority under IEEPA, the President and the executive branch have issued orders and regulations governing and prohibiting certain transactions with Iran by U.S. persons or involving U.S.-origin goods.

9. Pursuant to 50 U.S.C. § 1705, it is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition issued under IEEPA.

The Iranian Sanctions

10. On March 15, 1995, President William J. Clinton issued Executive Order No. 12957, finding that "the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States," and declaring "a national emergency to deal with that threat."

11. President Clinton followed this with Executive Order No. 12959, issued on May 6, 1995, which imposed comprehensive trade and financial sanctions on Iran. These sanctions prohibited, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or by U.S. persons, wherever located. This included persons in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or re-exportation, directly or indirectly, to Iran or the Government of Iran. On August 19, 1997, President Clinton issued Executive Order No. 13059, consolidating and clarifying Executive Order Nos. 12957 and 12959 (collectively, the "Executive Orders"). The Executive Orders authorized the U.S. Secretary of the Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transaction Regulations ("ITRs"),¹ 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders.

12. With the exception of certain exempt transactions, the ITRs prohibited, among other things, U.S. depository institutions from servicing Iranian accounts and directly crediting or debiting Iranian accounts. One such exception would be transactions for which a validated export license had been obtained from the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC"), which was located in the District of Columbia. The ITRs also prohibit transactions that evade or avoid, have the purpose of evading or avoiding, or attempt to evade or avoid the restrictions imposed under the ITRs. The ITRs were in effect at all times relevant to the conduct described below.

¹ Effective October 22, 2012, the Department of the Treasury renamed and reissued the ITR as the Iranian Transactions and Sanctions Regulations.

13. While the ITRs promulgated for Iran prohibited USD transactions, they contained a specific exemption for USD transactions that did not directly credit or debit a U.S. financial institution. This exemption is commonly known as the "U-turn exemption."

14. The U-turn exemption permitted banks to process Iranian USD transactions that began and ended with a non-U.S. financial institution, but were cleared through a U.S. correspondent bank. In relevant part, the ITR provided that U.S. banks were "authorized to process transfers of funds to or from Iran, or for the direct or indirect benefit of persons in Iran or the Government of Iran, if the transfer . . . is by order of a foreign bank which is not an Iranian entity from its own account in a domestic bank . . . to an account held by a domestic bank . . . for a [second] foreign bank which is not an Iranian entity." 31 C.F.R. §560.516(e)(1). That is, a USD transaction to or for the benefit of Iran could be routed through the United States as long as a non-U.S. offshore bank originated the transaction and the transaction terminated with a non-U.S. offshore bank. These U-turn transactions were only permissible where no U.S. person or entity had direct contact with the Iranian bank or customer and were otherwise permissible (e.g., the transactions were not on behalf of an Specially Designated National ("SDN")).²

15. Effective November 10, 2008, OFAC revoked the U-turn exemption for Iranian transactions. As of that date, U.S. depository institutions were no longer authorized to process Iranian U-turn payments.

The Sudanese Sanctions

16. On November 3, 1997, President Clinton issued Executive Order No. 13067, which imposed a trade embargo against Sudan and blocked all property and interests in property of the Government of Sudan. Effective July 1, 1998, OFAC issued the Sudanese Sanctions

² OFAC publishes an SDN List, which includes individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and weapons of mass destruction proliferators designated under programs that are not country-specific.

Regulations ("SSR"), 31 C.F.R. Part 538, to implement Executive Order No. 13067. On October 13, 2006, President George W. Bush issued Executive Order No. 13412 (collectively with Executive Order No. 13067, the "Sudanese Executive Orders"), which continued the comprehensive blocking of the Government of Sudan imposed by Executive Order No. 13067, but exempted the then-regional Government of South Sudan from the definition of the Government of Sudan. The Sudanese Executive Orders prohibited virtually all trade and investment activities between the United States and Sudan, including, but not limited to, broad prohibitions on: (i) the importation into the United States of goods or services from Sudan; (ii) the exportation or re-exportation of any goods, technology, or services from the United States or by a U.S. person to Sudan; and (iii) trade- and service-related transactions with Sudan by U.S. persons, including financing, facilitating, or guaranteeing such transactions. The Sudanese Executive Orders further prohibited "[a]ny transaction by any U.S. person or within the U.S. that evades or avoids, or has the purposes of evading or avoiding, or attempts to violate any of the prohibitions set forth in [the SSR]." With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Sudanese sanctions generally prohibited the export of services to Sudan from the United States.

17. At no time did Commerz or its co-conspirators apply for, receive, or possess a license or authorization from OFAC for any of the criminal conduct set forth below.

DOJ Charge

18. DOJ has alleged, and Commerz accepts, that its conduct, as described herein, violated Title 18, United States Code, Section 371, because Commerz conspired to violate IEEPA, which makes it a crime to willfully attempt to commit, conspire to commit, or aid and

abet in the commission of any violation of the regulations prohibiting the export of services from the United States to Iran, Sudan, and SDNs.

DANY Charge

19. DANY has alleged, and Commerz accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, "with intent to defraud, . . . 1. [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)] . . . or 4. [p]revent[] the making of a true entry or cause[] the omission thereof in the business records of an enterprise." It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person or entity's "intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof."

International Customer Payments at Commerz During the Relevant Period

20. Commerz is a member of the Society for Worldwide Interbank Financial Telecommunications ("SWIFT") and historically has used the SWIFT system to transmit international payment messages to and from other financial institutions around the world, including its U.S. branch, located in New York, New York. There are a variety of different SWIFT message formats, depending on the type of payment or transfer to be executed. For example, when a corporate or individual customer sends an international wire payment, the de facto standard to execute such a payment is known as an MT 103 SWIFT message, and when a financial institution sends a bank-to-bank credit transfer the de facto standard is known as an MT 202 SWIFT message. The different message types contain different fields of information to be completed by the sending party. During the relevant period, some of these fields were

mandatory—that is, they had to be completed for a payment to be processed—and others were optional.

21. Transactions in USD between two individuals or entities who reside outside the United States and who maintain accounts at different non-U.S. banks typically must transit through the United States through the use of SWIFT messages. This process is typically referred to as "clearing" through U.S. correspondent banks.

22. During the relevant time period, Commerz typically executed and processed international USD payments on behalf of clients in one of two ways. The first method, known as a "serial payment," was to send a single message, commonly an MT 103, to each financial institution in the transmission chain, identifying the originator and beneficiary of the USD payment. The second method, known as a "cover payment," involved breaking a payment message into two parts and sending two SWIFT messages in connection with a single payment. In the cover payment method, one message—typically an MT 103—identifying both the originating customer and beneficiary of the payment was sent directly from the customer's bank (i.e., Foreign Bank A) to the ultimate beneficiary's bank (i.e., Foreign Bank B) while a second message—typically an MT 202—identifying only the bank originating the cover payment (but not the customer or the beneficiary) accompanied the funds as they transferred through the United States. During the relevant time period, cover payment messages did not require the sending bank to identify the party originating a commercial payment or its ultimate beneficiary, whereas serial payment messages did. As a result, where the cover payment method was employed, the U.S.-based bank did not receive information needed to stop transactions involving sanctioned entities.

Commerz's System for OFAC Compliance During the Relevant Period

23. Financial institutions in the United States are obligated to screen financial transactions, including international wire payments effected through the use of SWIFT messages, to ensure they do not violate U.S. sanctions. Because of the vast volume of wire payments processed by financial institutions in the United States, most institutions employ sophisticated computer software, commonly referred to as filters, to automatically screen all wire payments against a list of sanctioned entities. When the filters detect a possible match to a sanctioned entity, the payment is stopped and held for further manual review. When a financial institution detects a transaction that violates sanctions, the institution must "block" or "reject" the payment—that is, refuse to process or execute the payment and notify OFAC of the attempted transaction. If a party to the payment is an SDN, then the payment must be frozen or "blocked" and the bank must notify OFAC. The sending bank must then demonstrate to OFAC that the payment does not violate sanctions before the funds can be released and the payment processed.

24. During the relevant time period, significant differences existed between Commerz New York's filtering practices and Commerz Frankfurt's filtering practices. Throughout the relevant period, Commerz New York utilized an automated OFAC filter that screened all incoming MT 103 and MT 202 payment messages and, in 2003, Commerz New York significantly upgraded its filtering technologies.

25. Commerz Frankfurt, which processed most international customer payments, lacked an automated sanctions filter for a significant portion of the relevant period. Commerz Frankfurt and other European branches did not begin implementing an automated filtering program until the latter part of 2004, and it was not until 2006 that implementation was completed at all European branches. Moreover, the filter that the European branches

implemented was not as technologically advanced as the one implemented by Commerz New York in 2003. Indeed, Commerz Frankfurt's filter did not receive an upgrade similar to the one Commerz New York received in 2003 until 2011.

26. The differences between Commerz New York's compliance capabilities and the compliance capabilities of the European branches were not limited to the technological differences in the filters they used. There was complete agreement among Commerz New York and Commerz Frankfurt employees interviewed by federal and state investigators that Commerz New York's Compliance personnel had the broadest knowledge of U.S. sanctions of any personnel within the Commerz network. However, Commerz Frankfurt's practice of using cover payments for transactions involving sanctioned countries or entities entirely removed Commerz New York Compliance personnel from the review process, ensuring that cover payments involving sanctioned entities could not be detected or stopped for further review by Commerz New York's filter.

27. As a direct result of this inherently non-transparent payment process, Commerz New York processed approximately \$263 million in transactions in violation of U.S. sanctions. Throughout the relevant time period, certain Commerz Senior Management and Compliance personnel were aware of the policies and procedures that resulted in Commerz processing and sending non-transparent USD payment messages through the United States on behalf of sanctioned clients.

Iran

Background

28. Commerz has a history, dating back to the 1950s, of conducting business on behalf of Iranian banks, corporations, and individuals, as well as non-Iranian clients who engage

in transactions with Iranian entities. Throughout the relevant period, Commerz was sensitive to the potential impact of U.S. sanctions on its Iranian business that cleared through the United States and engaged in various practices to avoid and to evade the impact of U.S. sanctions.

In 2003 Commerz Developed and Memorialized Internal Guidance for Concealing the Iranian Background of USD Payment Messages

29. In light of the concerns about increasing United States scrutiny of Iranian transactions that transited through financial institutions in the United States, various groups within Commerz Frankfurt began preparing and disseminating guidance regarding how European personnel should structure transactions to avoid being delayed, rejected, or blocked in the United States. On April 17, 2003, Commerz finalized a policy entitled, "Routing Instructions Iranian banks for USD payments." This policy admonished employees to "[u]nder no circumstances mention the Iranian background in the cover order." In other words, the Germany-based recipients of this policy were to, under no circumstances, mention the Iranian customer or connection in payment messages sent to the United States. An earlier draft of this policy explained the reason that Iranian links must be removed from payment instructions, warning the reader that "[t]here is a high risk that transactions and cover payments with Iranian Background via USA might be blocked." The target groups for this policy included Commerz Frankfurt, other German branches of the bank, and customer support groups. Neither the final nor draft policies were shared with Commerz New York, though.

30. By concealing these payment details, Commerz Frankfurt prevented Commerz New York and other U.S. financial institutions located in New York and elsewhere in the United States from identifying, reviewing, or stopping transactions that involved sanctioned entities.

In 2003 Commerz Added Iranian Banks As Clients After Other European Banks Ended Their Relationships With the Iranian Banks

31. By the second half of 2003, several of Commerz's European competitors decided to stop processing USD transactions on behalf of Iranian clients and banks due to U.S. Iranian sanctions. Commerz saw this as a business opportunity because several Iranian banks needed to establish new relationships with other financial institutions in order to continue conducting business in USD. The Bank, with the knowledge of Senior Management, took on significant additional USD clearing business on behalf of several Iranian banks. Thus, the issue of clearing Iranian USD payments through the United States took on greater significance.

32. The resulting increase in the volume and significance of Iranian business at Commerz led to the establishment of a centralized process for handling certain Iranian USD payments within Commerz, and the Bank designated one group of employees within the Frankfurt Back Office to manually process those payments. The job of this group was to review payments and amend them if necessary, to ensure that they would not get stopped by OFAC filters when sent to financial institutions in the United States, including Commerz New York. During the relevant period, Commerz had no similar special manual review protocol for payment processing for non-sanctioned countries or entities.

33. In July 2003, a Back Office employee emailed other employees explaining that two state-owned Iranian banks, Bank Melli and Bank Saderat, wanted to begin routing their entire USD clearing business through Commerz. The Back Office employee closed his email by writing, "If for whatever reason CB New York inquires why our turnover has increase [sic] so dramatically under no circumstances may anyone mention that there is a connection to the clearing of Iranian banks!!!!!!!!!!!!" (emphasis in original). This Back Office employee sent the

email at the direction of the Financial Institutions Group, a large group within Commerz responsible for servicing Commerz's financial institution clients, including the Iranian banks.

34. Commerz employees instructed their Iranian clients about how to help the Bank implement this overwriting policy designed to evade U.S. sanctions or sanctions review in the United States. On September 17, 2003, a Back Office employee sent an email advising a major Iranian Bank that maintained a USD account with Commerz to list "non ref" in the ordering party field in all of its future payment messages. The author of the email had tested Commerz's compliance systems in Frankfurt, and he knew that writing "non ref" would trigger a manual review of the payment, thereby enabling Commerz personnel to ensure that the messages did not contain any Iranian information. And according to one Back Office employee interviewed by federal and state investigators, Commerz personnel explained to employees of Iranian bank clients the kinds of information that could lead to payments being delayed, rejected, or blocked within the United States, and encouraged the Iranian banks to omit this type of information from their payment requests so that Commerz employees would not have to manually remove it.

Senior Management Was Formally Advised of Iranian Payment Modification

35. Senior Management at Commerz knew of the steps taken to evade U.S. sanctions involving Commerz's Iranian clients.

36. In a memo dated October 6, 2003, a Back Office employee informed members of Middle Management that in light of Commerz's increased Iranian business, and a new banking law that came into effect in Germany in July 2003, Section 25b KWG of the Germany Banking Law,³ it was necessary to have clear rules regarding: (i) the "neutralization" of Iranian ordering

³ Section 25b KWG of the German Banking Law required any German financial institution acting as an intermediary bank to include in serial MT103 payment messages the identity of the originating party. The clear purpose of this law was to increase transparency by allowing the recipient of a payment message to know the identity of the entities with whom they were conducting business.

party information by substituting Commerz's bank code, and (ii) the use of cover payments to facilitate Iranian transactions by splitting the messages in two and using Commerz's name in the cover payment messages sent to the United States.

37. Management at Commerz was warned that the Bank's practices for Iranian clients raised "concerns." Specifically, on October 13, 2003, in an email to a member of Commerz's Senior Management, the head of Commerz's Internal Audit division relayed the general concerns expressed by the back office employee on October 6, and advised that Iranian bank names in payment messages transiting through the United States were being "neutralized" and warned that "it raises concerns if we consciously reference the suppression of the ordering party in our work procedures in order to avoid difficulties in the processing of payments with the U.S.A." The Senior Executive responded to the Head of Audit that the Senior Executive responsible for Financial Institutions would investigate the issue. When asked by federal and state investigators why he wanted the issue investigated, the Senior Executive held up a copy of the email message he had received from the head of Internal Audit and stated, "this smells."

38. Although members of Middle Management eventually responded to the Senior Executive, they failed to address the problem spotted by the Head of the Audit Division, namely "consciously referenc[ing] the suppression of the ordering party[.] in order to avoid difficulties in the processing of payments with the U.S.A." Rather, in a memo dated November 11, 2003, members of Middle Management informed members of the Board and Senior Management that the April 2003 policy on routing instructions for USD payments from Iranian Banks remained in effect and "in accordance with the [described] U-turn transaction-cover payments[.]" The authors of the November 11, 2003, memo also claimed that overwriting was "not anticipated" with respect to future USD payments "and would contravene [§25b KWG]." Instead, the memo

advocated for the use of cover payments, noting that an advantage of using cover payments for Iranian transactions was that "it can also be avoided that the Iranian banks are mentioned in the . . . cover payments running through the U.S., which is permissible but would raise significant delay" While the authors of the memo expressed their mistaken belief that a policy of using cover payments "takes account of the OFAC regulations" and the Bank's obligations under German law, they failed to address the original reason the Head of Audit questioned this policy: "consciously referenc[ing] suppression of the ordering party in our work procedures in order to avoid difficulties in the processing of payments with the U.S.A." Senior Management failed to reassert the Head of Audit's concern. Senior Management also did not take steps to ensure that Middle Management understood that overwriting *could not* occur in light of Middle Management's representation that overwriting was "not anticipated." Indeed, Senior Management did not take any steps in response to this memorandum, and overwriting continued.

39. Within a week, Senior Management received a presentation acknowledging that overwriting continued. Specifically, on November 19, 2003, the author of the October 6, 2003, memo circulated a presentation to Senior Management in the Financial Institutions, Audit and Compliance groups that attempted to memorialize the rules Commerz had developed for processing Iranian payments. The presentation discussed a number of different ways SWIFT messages involving Iranian entities could be structured, including: (i) sending a serial MT 103 to all of the banks participating in the transaction, and (ii) using a cover transaction (*i.e.*, splitting a payment into two messages and sending both an MT 103 to the foreign branch of the beneficiary and an MT 202 to the clearing institution in the United States). The presentation noted that for serial MT 103 payments relating to Iran the standard procedure at the Bank had been to manually replace the name of the ordering party with the bank code for Commerz Frankfurt because if the

text were not changed the payments might be blocked due to U.S. sanctions. The presentation warned, however, that altering the identity of the ordering party in an MT 103 might violate a new German law that came into effect in July 2003. Unlike the November 11, 2003, memo, the November 19, 2003, presentation did not represent that overwriting was "not anticipated." Instead, it explicitly stated that MT 103 payments with Iranian backgrounds were "currently being overwritten." Meanwhile, with respect to cover payments, the presentation noted that the Bank's system for generating payment messages automatically replaced the name of the ordering party with the code for Commerz Frankfurt in all MT 202 message sent to the United States. Senior Management failed to provide any type of response to this presentation.

Despite Senior Management Being Put on Notice of Overwriting in October 2003, the Practice Persisted Until July 2004

40. Between October 13, 2003, and March 31, 2004, employees at Commerz adhered to and enforced the bank's Iranian overwriting policies, and the Bank processed transactions in violation of U.S. sanctions.

41. On or about March 31, 2004, the author of the October 6, 2003 memo emailed the members of Senior Management he had emailed on November 19, 2003, noting that they had not provided guidance to the questions he had raised in November 2003 concerning Commerz's overwriting practices with respect to Iranian payments. Despite this reminder, Senior Management failed to take immediate action to address the issue.

42. Between March 31, 2004, and July 23, 2004, employees at Commerz, including an employee within the Frankfurt Compliance Department, adhered to and enforced the Bank's Iranian overwriting policies. The rigor with which the Bank enforced the policy during this period is exemplified by an email from a Back Office employee who wrote, when commenting on the overwriting procedures, "NO EXPERIMENTS PLEASE!!! Have fun with this and

greetings." (Emphasis in original.) The Bank continued to process transactions in violation of U.S. sanctions.

43. On or about July 23, 2004, Senior Management finally responded to the questions raised starting in October 2003 and provided guidance that the practice of overwriting Iranian MT 103 payment messages should stop. Despite the fact that they were informed that Commerz personnel were using MT 202 messages in processing Iranian payments specifically because this policy "avoided that the Iranian banks are mentioned in the . . . cover payments running through the U.S.," Senior Management took no steps to investigate whether, as the Head of Audit suggested, such special procedures raised any concerns. Furthermore, neither Senior Management nor any Bank personnel instructed employees at the Iranian banks to cease their practice of omitting information from their payment messages to evade detection by U.S. clearing banks. Senior Management also failed to inform Commerz personnel in New York of the Iranian procedures at Commerz Frankfurt that had been in effect until July 2004, even though it was widely accepted that the Commerz New York employees were far more knowledgeable of U.S. sanctions.

44. Senior Management's primary response to the concerns first raised in 2003 was to solicit in October 2004 a legal opinion from external counsel regarding OFAC-related transactions and the lack of transparency to the bank's New York branch from the use of cover payments in those transactions. This opinion was not provided by external counsel until July 2005. In addition, when seeking that opinion from external counsel about the propriety of using cover payments in connection with lawful transactions involving Iran, the Bank failed to disclose that: (i) for over a year, the Bank had a policy of overwriting serial payments; (ii) that the Bank's procedures advocated using cover payments precisely because cover payments reduced the

likelihood of payments being delayed in the United States; and (iii) that the Head of Audit had expressed reservations about the Bank's use of cover payments specifically because it prevented the U.S. clearing banks from learning of the Iranian background of those payments. Even without all of this information, external counsel—who opined that cover payments could, under certain circumstances, be used in connection with Iranian U-Turn payments—expressed concerns about using cover payments to process Iranian payments in certain contexts. Specifically, external counsel noted that there was “increasing concern among regulators [about the] possible misuse of bank-to-bank transfer mechanisms for what are, in fact, commercial transactions.” External counsel even went so far as, with respect to “wholesale bank-to-bank transfers and netting transactions,” to “advise against the use of [cover payments that contained less robust information about transactions] for purposes of clearing any transaction that may in fact be in respect of a single transaction, or a limited number of transactions, including an identifiable transaction for the benefit of a Blocked Party, as opposed to truly wholesale clearing transactions where many transactions are aggregated and offset.”

Commerz Issued Checks to an Iranian Bank that Intentionally Concealed the Bank's Iranian Identity

45. On June 24, 2004, Commerz employees and employees from Bank Mellī, an Iranian bank, devised another method to allow Bank Mellī to continue to make USD payments in violation of U.S. sanctions. A member of the Financial Institutions Group reported to a member of Middle Management that he and employees of Bank Mellī had agreed that in lieu of sending direct wire payments to beneficiaries in the United States (in violation of U.S. sanctions), Bank Mellī would use checks to pay U.S. beneficiaries. The Commerz employee's rationale was that: “The checks do [not] feature stamps or similar, but rather just signatures and display no evidence of an Iranian background and thus can be cleared without any problem.”

46. On July 1, 2004, the Bank provided Bank Melli with 500 checks for a USD account that specifically referenced only Bank Melli's account number, and not its name.

47. Between July 1, 2004, and August 31, 2004, Bank Melli negotiated 108 of these checks for payments into the United States, in violation of IEEPA. These 108 checks had a total value of approximately \$2 million.

Total Commerz Iranian Business During the Relevant Period

48. In total, during the period from January 1, 2002, through December 31, 2007, Commerz processed approximately \$32.7 million in Iranian payments (in addition to the IRISL payments described below) that either terminated in the United States, or otherwise were connected to the United States, in violation of U.S. sanctions, and caused false entries to be made in the business records of financial institutions located in New York, New York.

The Islamic Republic of Iran Shipping Lines

Commerz Established a Relationship with the Islamic Republic of Iran Shipping Lines at a Time When Other European Banks Were Re-evaluating Their Iranian Business

49. In approximately 2002, Commerz Hamburg established a customer relationship with the Islamic Republic of Iran Shipping Lines ("IRISL"), an entity that was designated by OFAC as an SDN on September 10, 2008. By the latter part of 2004, IRISL's relationship with Commerz Hamburg had grown to the point that IRISL was, by revenue, one of Commerz Hamburg's ten largest clients.

50. In January 2005, Commerz New York rejected a series of payments on behalf of Lancellin Shipping Company Ltd., an IRISL special purpose entity ("SPE"),⁴ registered in

⁴ An SPE is a type of corporate entity commonly used by shipping companies throughout the world to incorporate individual ships as a means of, among other things, limiting the liability of the parent company - that is, if a ship incurs a liability (e.g., from a crash or environmental disaster), those seeking damages are limited to the

Cyprus (these messages contained references to IRISL Europe GmbH, a wholly-owned IRISL subsidiary registered in Hamburg), and IRISL Europe GmbH due to the link to IRISL.

Commerz Hamburg Developed a "Safe Payments Solution" to Ensure that IRISL's Payments Were Not Delayed or Rejected in the United States

51. On January 24, 2005, after Commerz New York had rejected the payments, one of the relationship managers in the Hamburg branch of the Bank met with employees from IRISL. A memorandum summarizing the meeting noted that IRISL "is looking for a possibility to conduct its payments without interruption." The Commerz relationship manager noted, "[d]ue to the tense political relations between Iran and the U.S., sanctions that have existed for some years against Iran and Iranian companies have been tightened." Specifically, with respect to IRISL, the memorandum observed, "The number of rejected payments recently increased sharply since the word "IRISL" results in inquiries at foreign banks. Based on inquiries from Commerzbank, New York we assume that it appears as a term on the embargo list." (Emphasis in original.)

52. In order to avoid having IRISL's payments stopped by Commerz New York, the Commerz relationship manager proposed a "safe payments solution." Specifically, any payment to or from IRISL that would otherwise trigger U.S. sanctions instead would be routed through accounts in the name of either Lancelin Shipping Company Ltd. or Company 1, IRISL SPEs. Crucially for Commerz, U.S. sanctions filters would not catch Company 1 and Lancelin because they appeared to be Cypriot companies with no apparent connection to IRISL or Iran. Because, under the "safe payment solution," Company 1 and Lancelin received payments wholly unrelated to them, Commerz zeroed out the balance of Company 1's and Lancelin's accounts on a daily

assets of the SPE. IRISL created and used a number of subsidiary SPEs, which it domiciled and registered in Malta and Cyprus.

basis and transferred the funds to accounts held in the name of IRISL Europe GmbH pursuant to a cash pooling agreement.

53. The Commerz relationship manager detailed the mechanics of the "safe payments solution" in a written presentation that he delivered to IRISL on January 25, 2005, noting that "[t]he current rejections show that IRISL is in the OFAC list" (emphasis in original). The presentation explained that "payments which are sent through a . . . subsidiary are unlikely to be rejected to our present knowledge." The Commerz relationship manager explained that he sent the presentation "to visualize our thoughts regarding a 'safe payments' solution which would reduce the returned payments and the danger of funds frozen by US bankers due to existing restrictions."

54. An email chain from May 2005 demonstrates how the "safe payments solution" was used to process USD transactions and also describes how both IRISL and Commerz employees violated U.S. sanctions. On or about May 18, 2005, IRISL and Commerz employees learned that a payment from IRISL Europe GmbH to a bank in Moscow, Russia, had been rejected because the branch was a wholly-owned subsidiary of a U.S. bank. On or about May 23, 2005, a Commerz relationship manager for IRISL advised IRISL employees to resubmit the payment, to "make this a safe payment b/o [by order] of Lancofin or [Company 1]."

55. Commerz Hamburg and IRISL switched the use of SPEs when OFAC filters were updated to detect the use of a particular SPE. On January 10, 2006, Commerz New York rejected a USD payment to Company 1 and notified Commerz Frankfurt Compliance. On January 24, 2006, an IRISL employee emailed other IRISL employees an instruction that they should stop using the Company 1 account for "safe payments" and instead should use the Lancofin account, copying a relationship manager from Commerz Hamburg on the email.

Similarly, on April 18, 2006, Commerz New York rejected a payment on behalf of Lancelin, citing "US sanctions against Iran." Three months later, on July 19, 2006, an IRISL relationship manager at Commerz communicated a change in the structure of the "safe payment solution." Company 1 and Lancelin would no longer receive payments on behalf of IRISL and IRISL Europe GmbH. Instead, two other IRISL SPEs were to be used for processing payments on behalf of IRISL and IRISL Europe GmbH.

56. Commerz charged IRISL more money for this special "safe payment" service. On February 1, 2005, an IRISL relationship manager at Commerz emailed IRISL employees regarding proposed fees for transactions. The relationship manager proposed charging, in general, five Euros for each foreign payment. But for foreign payments sent as part of the "safe payment solution," the employee proposed charging 20 Euros, noting that, "[b]y providing no details which are current[ly] subject to the OFAC embargo database, the risk of payments being frozen or rejected by US banks or their subsidiaries will be significantly reduced."

57. Supervisors in Commerz's Hamburg office knew of and condoned the "safe payments solution." For example, in March 2005, Commerz New York began raising questions about Company 1's connection to IRISL. On March 10, 2005, a Hamburg relationship manager for IRISL prepared a draft response to Commerz New York in which the relationship manager acknowledged that IRISL was a shareholder of Company 1. The relationship manager's supervisors, however, reviewed the response and instructed him to remove the information that IRISL was a Company 1 shareholder. Ultimately, after additional questions from Commerz Frankfurt about the connection between Company 1 and IRISL, Commerz Hamburg revealed Company 1's connection to IRISL to the Frankfurt Compliance officer, who, in turn, shared the response with Commerz New York. Commerz New York added Company 1 to its OFAC filter.

Commerz New York Escalated Concerns Regarding Commerz Hamburg's Conduct

58. In the first half of 2006, Commerz Frankfurt replaced certain Compliance personnel, including the Global Head of Compliance.

59. On or about June 27, 2006, in response to a request from the new Global Head of Compliance, the Head of Commerz New York's Compliance Department emailed members of her team, asking if there were any concerns they wanted her to share with the new Global Head of Compliance. One of Commerz New York's Compliance employees responded with several items, one of which was "[p]ersistent disregarding of OFAC rules by foreign branches. Hamburg is notorious for it." In an interview with federal and state investigators, the Head of Commerz New York Compliance explained that in her meeting with the Global Head of Compliance, she generally shared her department's concern with sanctions compliance at foreign branches.

OFAC Raised Concerns About Commerz's Relationship with IRISL and Designated IRISL As an SDN

60. On or about July 15, 2008, the Head of Commerz's Global Compliance, the Head of Global Sanctions, the Head of Commerz New York's Compliance, and outside counsel for the Bank met with a number of officials from OFAC in Washington, D.C. Commerz's Head of New York Compliance took notes of the meeting. According to the notes, OFAC "appeared taken aback to hear that IRISL remained a [Commerz] Customer."

61. On or about September 10, 2008, OFAC placed IRISL, IRISL Europe GmbH, and several IRISL SPEs on its SDN list based on evidence that the IRISL family of companies was engaged in weapons of mass destruction proliferation activity. In the press release announcing the designation, OFAC noted "[n]ot only does IRISL facilitate the transport of cargo for U.N.

designated proliferators, it also falsifies documents and uses deceptive schemes to shroud its involvement in illicit commerce. . . . IRISL's actions are part of a broader pattern of deception and fabrication that Iran uses to advance its nuclear and missile programs." OFAC advised that "as international attention over Iran's [Weapons of Mass Destruction] programs has increased, IRISL has pursued new strategies which could afford it the potential to evade future detection of military shipments." OFAC warned that "[t]hese designations also highlight the dangers of doing business with IRISL and its subsidiaries. Countries and firms, including customers, business partners, and maritime insurers doing business with IRISL, may be unwittingly helping the shipping line facilitate Iran's proliferation activities."

62. On or about September 11, 2008, a senior official at OFAC personally forwarded the press release announcing IRISL's SDN designation to the Head of Compliance at Commerz New York. And, on or about September 11, 2008, a Commerz relationship manager for IRISL forwarded OFAC's press release to several Commerz Hamburg employees with responsibilities related to IRISL. In the email, the relationship manager noted that the penalties were "directed toward IRISL and their subsidiaries" and that the U.S. government alleged "that IRISL as Iranian government carrier systematically circumvents the Iranian arms embargo."

After IRISL, IRISL Europe GmbH, and Several IRISL SPEs and Related Entities Were Designated as SDNs by OFAC, Commerz Continued to Process USD Payments on Behalf of Known IRISL Entities

63. Notably, throughout the relevant period, Commerz employees who had responsibilities related to IRISL viewed IRISL, IRISL Europe GmbH, and all of the IRISL subsidiaries and related entities, including IRISL SPEs, as one single customer. In interviews with federal and state investigators, employees consistently confirmed that the Bank's internal metrics treated IRISL and all of its subsidiaries and related entities collectively as one customer

group. As such, several employees who had IRISL-related responsibilities at Commerz told federal and state investigators in interviews that they assumed that once IRISL and IRISL Europe GmbH were designated, all IRISL entities were designated.

64. Nonetheless, Commerz continued handling USD business on behalf of IRISL subsidiaries and related entities after IRISL had been designated by OFAC as an SDN.

65. Between September 10, 2008, and December 31, 2008, Commerz transmitted payment messages, totaling approximately \$39,567,720 in value, many of which were on behalf of IRISL subsidiaries and related entities through Commerz New York, or other U.S. financial institutions that had a U.S. connection, or that flowed through the United States after the revocation of the U-turn exemption. All of these payments (which were in addition to the other Iranian payments described above) were processed in violation of IEEPA and ITRs, and caused false entries to be made in the business records of financial institutions located in New York, New York.

Sudan

66. Commerz also conducted a significant amount of business with Sudan in violation of U.S. sanctions. Notably, there has never been a U-turn exemption for Sudanese payments. Thus, at relevant times all USD payments on behalf of Sudanese clients that terminated in, flowed through, or were otherwise connected to the United States were prohibited by IEEPA and SSRs, unless specifically exempted or licensed by OFAC.

67. Generally, the illegal Sudanese payments were processed using the non-transparent cover payment method, which ensured that the U.S. clearing bank (Commerz New York) received a payment message that did not include originator or beneficiary information.

68. As it had done for certain of its Iranian clients, Commerz instructed Sudanese banks on how to evade U.S. sanctions. For example, on August 2, 2001, the Commerz relationship manager for Sudan—a member of Middle Management—sent a letter to a Sudanese bank explaining that when the customer wanted to receive a USD payment that had to clear through the United States the payment should be structured as a cover payment, and that “[i]t is very important that the [cover payment] does not mention your bank as beneficiary nor make any other reference to Sudan, to avoid the funds are blocked in New York.” (Emphasis in original.) In an interview with federal and state investigators, the relationship manager explained that it was his understanding that the transaction would be rejected or blocked in the United States if this information were revealed to a U.S. bank and that he provided this advice in an effort to ensure the customer payments were not rejected or blocked. The Sudanese relationship manager also orally instructed employees at Sudanese banks to avoid mentioning Sudan in payments that transited through the United States.

69. Commerz also structured payment messages to prevent Commerz New York from identifying payments as involving Sudan and therefore enforcing U.S. sanctions to stop payments. For example, on August 19, 2005, a member of Commerz’s Back Office contacted a Commerz Frankfurt Compliance officer about a USD transaction involving a letter of credit for a Sudanese SDN bank. The Back Office employee outlined how he intended to structure the payment and sought confirmation that the proposed structure would not cause any problems with the transaction being processed in the United States. The Commerz Frankfurt Compliance officer responded, “[a]s long as the Sudan background or notify address is not visible in payments to the U.S., the statement [that the Sudanese background would not be visible to the United States] is accurate.”

70. Commerz continued to clear Sudanese USD transactions through the United States despite knowing that these transactions were illegal under U.S. law. In an August 2005 memorandum from the Compliance and Legal departments, the Board members were informed of external counsel's July 2005 legal opinion on cover payments, which made clear that the Bank could not use cover payments to effect unlawful Sudanese payments. Knowledge of this opinion eventually filtered down to lower level Commerz employees, and on September 19, 2005, the Commerz relationship manager for Sudan sent a memorandum to another Financial Institutions employee acknowledging that the practice of using cover payments to circumvent U.S. sanctions was illegal: "In the past the blocking of [Sudanese] funds used to be occasionally avoided by the transmission of an MT 202. This does not reveal the sender so that the U.S. American authorities do not recognize the background and hence the funds are not blocked. This procedure is, according to the U.S. American opinion, illegal[.]" Despite the fact that Senior Management was unequivocally informed in August 2005 that these Sudanese cover payments were unlawful, these transactions persisted until April 10, 2006, when the Bank ultimately announced that all USD accounts involving Sudanese clients should be closed.

71. Between January 1, 2002, and December 31, 2007, Commerz transmitted payment messages, totaling approximately \$183,428,000 in value, through Commerz New York in violation of IEEPA and SSRs, and caused false entries to be made in the business records of financial institutions located in New York, New York. Of these payment messages, approximately \$35,071,000 of the payments were on behalf of, or involved, SDNs.

Other Sanctions Violations

72. The Bank also conducted business involving client SDNs located in countries other than Iran and Sudan in violation of IEEPA and New York State laws.

73. Between January 1, 2002, and December 31, 2007, Commerz transmitted payments on behalf of, or involving, Cuban SDNs, totaling approximately \$3,557,000, through Commerz New York or other U.S. financial institutions in violation of IEEPA and New York State laws.

74. Between January 1, 2002, and December 31, 2007, Commerz transmitted payments on behalf of, or involving, Burmese SDNs, totaling approximately \$2,711,000, through Commerz New York or other U.S. financial institutions in violation of IEEPA and New York State laws.

75. Between January 1, 2002, and December 31, 2007, Commerz transmitted payments totaling approximately \$2,019,000, through Commerz New York or other U.S. financial institutions in violation of IEEPA and New York State laws on behalf of SDNs not affiliated with Iran, Sudan, Cuba, or Burma.

Commerz's Internal Investigation

76. Throughout the course of this investigation, Commerz has cooperated with U.S. authorities. Commerz undertook a voluntary and comprehensive internal review of its historical payment processing and sanctions compliance practices, which has included the following:

- a. An extensive review of records, including hard copy and electronic documents;
- b. Numerous interviews of current and former employees;
- c. A transaction review conducted by an outside consultant, which included, but was not limited to review of millions of payment messages and trade transactions across various accounts related to sanctioned countries, including an analysis of underlying SWIFT transmission data associated with USD activity for accounts of banks in sanctioned countries;

- d. Regular and detailed updates to DANY and DOJ on the results of its investigation and forensic SWIFT data analyses, and responding to additional specific requests for information and investigation of DANY and DOJ;
- e. A detailed written report of the Bank's investigation;
- f. Agreements to toll any applicable statutes of limitation by Commerz and by its subsidiary, Commerzbank International S.A. Luxembourg;
- g. Partial waiver of the attorney-client privilege; and
- h. Making numerous current and former Commerz employees available for interviews by U.S. authorities in Europe, New York, and Washington D.C.

Commerz's Remediation

77. Commerz has also taken voluntary steps to enhance and optimize its sanctions compliance programs, including by:

- a. Installing more sophisticated filtering software and testing, improving and fine-tuning its transaction monitoring software;
- b. Hiring numerous additional senior and junior compliance employees with extensive sanctions-related expertise;
- c. Enhancing written compliance policies that address U.S. sanctions against Iran, Burma, North Korea, Sudan, and Cuba;
- d. Enhancing its transactions monitoring and client on-boarding due diligence, including from an OFAC perspective;
- e. Enhancing its trade finance due diligence protocols;
- f. Implementing extensive compliance training; and

- g. Retaining several outside consultants to help the Bank assess and further improve existing compliance programs and strategies, including with respect to correspondent banking.

78. Commerz has also agreed, as part of its cooperation with DANY and DOJ, to complete the ongoing work necessary to further enhance and optimize its sanctions compliance programs. Commerz has also agreed to cooperate in DANY and DOJ's ongoing investigations into these banking practices and has agreed to continue to comply with the Wolfsberg Anti-Money Laundering Principles of Correspondent Banking.

PX-27

DEFERRED PROSECUTION AGREEMENT

HSBC Holdings plc ("HSBC Holdings") is a financial institution holding company registered and organized under the laws of England and Wales. HSBC Holdings, by and through its undersigned representatives pursuant to authority granted by HSBC Holdings' Board of Directors, and the District Attorney of the County of New York ("DANY"), enter into this Deferred Prosecution Agreement (the "Agreement"). HSBC Holdings agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice (the "Department").

1. HSBC Holdings agrees that it shall in all respects comply with its obligations under this Agreement.

2. HSBC Holdings accepts and acknowledges responsibility for the conduct of its officers, directors, employees, and agents as set forth in the Factual Statement attached hereto as Exhibit A and incorporated herein by reference (the "Factual Statement"). If DANY initiates a prosecution that is deferred by this Agreement against HSBC Holdings, HSBC Holdings agrees that it will neither contest the admissibility of the Factual Statement or any other documents provided by HSBC Holdings to DANY, nor contradict in any such proceedings the facts contained in the Factual Statement.

3. As a result of the conduct set forth in the Factual Statement, DANY has determined that it could institute a criminal prosecution against HSBC Holdings pursuant to New York State Penal Law Section 175.10, and a forfeiture action against certain funds currently held by HSBC Holdings, and that such funds could be forfeitable under New York State law. Therefore, HSBC Holdings hereby expressly agrees to settle, and does settle, any and all criminal and forfeiture claims DANY has determined it could institute against those funds for the sum of \$375,000,000 (the "Settlement Amount"). The parties to this Agreement agree that the

Settlement Amount will fully satisfy all claims currently held by DANY based upon the conduct set forth in the Statement of Facts.¹

4. In consideration of HSBC Holdings' voluntary cooperation with this investigation, its remedial actions to date, and its willingness to: (i) acknowledge and accept responsibility for the actions of its officers, directors, employees, and agents as set forth in the Factual Statement; (ii) voluntarily terminate the conduct set forth in the Factual Statement prior to the commencement of DANY's investigation; (iii) continue to provide to DANY substantial cooperation in any ongoing investigation of the conduct of HSBC Holdings' current or former officers, directors, employees, agents, and consultants; (iv) engage in remediation and training as outlined in Paragraph 13; and (v) settle any criminal claims currently held by DANY for any act within the scope of the Factual Statement; DANY agrees as follows:

(a) that it shall defer prosecution of HSBC Holdings for a period of twenty-four (24) months from the date of this Agreement, or less at the sole discretion of DANY. DANY shall not prosecute HSBC Holdings for any conduct detailed in the Factual Statement if HSBC Holdings complies with all its obligations pursuant to this Agreement; and

(b) that if HSBC Holdings is in compliance with all its obligations under this Agreement for the time period set forth above in Paragraph 4(a), this Agreement shall expire and be of no further force or effect.

5. HSBC Holdings expressly agrees that within six (6) months of determination by DANY that a material and willful breach by HSBC Holdings of this Agreement has occurred,

¹ Pursuant to a separate Deferred Prosecution Agreement with the United States, HSBC has agreed to pay the entire Settlement Amount (\$375,000,000) to the United States for violations of Title 18, United States Code, Section 371, by conspiring to violate (1) Title 50, United States Code, Appendix Sections 3, 5, and 16 (Trading With the Enemy Act, or "TWEA"), and regulations issued thereunder, and (2) Title 50, United States Code, Sections 1702 and 1705 (International Emergency Economic Powers Act, or "IEEPA"), and regulations issued thereunder. The Settlement Amount will be equitably shared by the United States with DANY pursuant to the policy set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* (April 2009).

any violations of New York State law that were not time-barred by the applicable statute of limitations as of the date of this Agreement, and which relate to the facts set forth in the Factual Statement may, in the sole discretion of DANY, be charged against HSBC Holdings, notwithstanding the provisions or expiration of any applicable statute of limitations. HSBC Holdings expressly waives any challenges to the venue and jurisdiction of the Supreme Court of the State of New York for the County of New York.

6. HSBC Holdings expressly agrees that it shall not, through its attorneys, board of directors, agents, officers, or employees, make any public statement contradicting the acceptance of responsibility by HSBC Holdings set forth above or any statement of fact contained in the Factual Statement. Any such public statements by HSBC Holdings, its attorneys, board of directors, agents, officers, or employees, shall constitute a material breach of this Agreement, and HSBC Holdings would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision about whether any public statement by any such person contradicting the acceptance of responsibility by HSBC Holdings set forth above or any fact contained in the Factual Statement will be imputed to HSBC Holdings, for the purpose of determining whether HSBC Holdings has breached this Agreement, shall be in the sole and reasonable discretion of DANY. Upon DANY's notification to HSBC Holdings of a public statement by any such person that in whole or in part contradicts the acceptance of responsibility by HSBC Holdings set forth above or any statement of fact contained in the Factual Statement, HSBC Holdings may avoid breach of this Agreement by publicly repudiating such statement within seventy-two (72) hours of notification by DANY. This paragraph is not intended to apply to any statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct, nor does this

paragraph affect HSBC Holdings' right to take legal or factual positions in litigation or other legal proceedings in which the United States or DANY is not a party.

7. Should DANY determine, during the term of this Agreement, that HSBC Holdings has committed any New York State crime after the date of the signing of this Agreement, HSBC Holdings shall, in the sole discretion of DANY, thereafter be subject to prosecution for any such crimes, including but not limited to the conduct described in the Factual Statement. The discovery by DANY of any purely historical criminal conduct that did not take place during the term of the Agreement will not constitute a breach of the Agreement.

8. Should DANY determine that HSBC Holdings has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to HSBC Holdings of the alleged breach and allow HSBC Holdings a thirty (30) day period from the date of receipt of said notice, or longer, at the discretion of DANY, to cure the breach by making a presentation to DANY that demonstrates that no breach has occurred, or, to the extent applicable, that the breach is not willful or material, or has been cured. The parties hereto expressly understand and agree that, should HSBC Holdings fail to make the above-noted presentation within such time period, it shall be presumed that HSBC Holdings is in material breach of this Agreement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of HSBC Holdings to DANY or the United States at any time, unless otherwise agreed when the information was provided.

9. DANY agrees that it shall not seek to prosecute HSBC Holdings or any of its corporate parents, subsidiaries, affiliates, successors, predecessors, and assigns for any act within

the scope of or related to the Factual Statement, that violated New York State law during the period set forth in the Factual Statement. This Paragraph does not provide protection against prosecution of HSBC Holdings, or any of its affiliates, successors, related companies, employees, officers, or directors, acting within the scope of their employment and for the benefit of HSBC Holdings, who knowingly and willfully transmitted or approved the transmission of United States Dollar ("USD") denominated funds through the United States, or involving a U.S. person, in violation of New York State law, that went to, came from, or involved persons or entities designated at the time of the transaction by the Office of Foreign Assets Control ("OFAC") as a Specially Designated Terrorist, a Specially Designated Global Terrorist, a Foreign Terrorist Organization, or a proliferator of Weapons of Mass Destruction (a "Special SDN Transaction"), except insofar as such transactions occurred during the period set forth in the Factual Statement and were disclosed to DANY during the course of this investigation and prior to the execution of this Agreement. Any prosecution related to a Special SDN Transaction may be premised upon any information provided by or on behalf of HSBC Holdings to DANY or any investigative agency, whether prior to or subsequent to this Agreement, or any leads derived from such information, including information contained in the Statement of Facts. HSBC Holdings agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law of New York State with respect to such conduct for a period of eighteen (18) months from the date of this Agreement.

10. HSBC Holdings agrees that, if it sells, merges, or transfers all or substantially all of its business operations or assets as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser/successor/transferee

to the obligations described in this Agreement. Any such provision in a contract of sale, merger, or transfer shall not expand or impose additional obligations on HSBC Holdings or the purchaser/successor/transferee beyond those contained in the Agreement, including but not limited to HSBC Holdings' obligations as described in Paragraphs 13 and 14.

11. It is understood that nothing in this Agreement shall require HSBC Holdings to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement, and this Agreement shall not extend any protections to any such company or entity.

12. HSBC Holdings agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of DANY, supply any relevant documents, electronic data, or other objects in HSBC Holdings' possession, custody, or control, as of the date of this Agreement relating to any transaction within the scope of or relating to the Factual Statement and known to HSBC Holdings at the time of the signing of this Agreement. If such data is in electronic format, HSBC Holdings shall provide access to such data and assistance in operating any computer and other equipment that is necessary to retrieve the data. This obligation shall not include production of materials covered by the attorney-client privilege, the work product doctrine, or other applicable confidentiality, criminal, or data protection laws except as provided herein. To the extent that HSBC Holdings believes in good faith that such materials are covered by any confidentiality, criminal, or data protection laws, HSBC Holdings shall use its best efforts to produce such materials, including supporting an application made by DANY to the appropriate governmental agency or court, for authority to provide DANY with the requested materials, provided that HSBC Holdings shall not be required to produce any materials where such production would be in breach of applicable local law. At the request of DANY, HSBC

Holdings shall provide a written memorandum explaining the operation and application of any local law where HSBC Holdings concludes that it would be unlawful to directly or indirectly produce the materials to DANY.

13. HSBC Holdings further agrees that it shall:

(a) continue to cooperate fully with DANY in any and all investigations of HSBC Holdings or any of its present and former officers, directors, employees, agents, and consultants, or any other party, started prior to the signing of this Agreement;

(b) use its good faith efforts to make available, at HSBC Holdings' cost, current and former HSBC Holdings directors, officers, employees, consultants, representatives, and agents when requested by DANY to provide additional information and materials concerning any and all investigations started prior to the signing of this Agreement; to give sworn testimony, including before any grand jury or in any judicial proceeding; and to be interviewed by law enforcement authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of HSBC Holdings, may have material information regarding these matters;

(c) provide any information, materials, documents, databases, or transaction data in HSBC Holdings' possession, custody, or control requested by DANY in connection with the investigation or prosecution of any current or former officers, directors, employees, agents, and consultants, started prior to the signing of this Agreement;

(d) continue to apply the OFAC sanctions list to the same extent as any United Nations ("U.N.") or European Union ("E.U.") sanctions or freeze lists to USD transactions, the acceptance of customers, and all USD cross-border Society for Worldwide Interbank Financial

Telecommunications ("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds;

(e) implement compliance procedures and training designed to ensure that the HSBC Holdings compliance officer in charge of sanctions is made aware in a timely manner of any known requests or attempts by any entity (including, but not limited to, HSBC Holdings' customers, financial institutions, companies, organizations, groups, or persons) to withhold or alter its name or other identifying information where the request or attempt appears to be related to circumventing or evading U.S. sanctions laws. HSBC Holdings' Head of Compliance, or his or her designee, shall report to DANY the name and contact information, if available to HSBC Holdings, of any entity that makes such a request;

(f) maintain the electronic database of SWIFT Message Transfer ("MT") payment messages and all documents and materials produced by HSBC Holdings to DANY as part of this investigation relating to USD payments processed during the period from 2001 through 2007 in electronic format for a period of two years from the date of this Agreement;

(g) notify DANY of any criminal, civil, administrative, or regulatory investigation or action involving HSBC Holdings, its current directors, officers, employees, consultants, representatives, and agents, and related to U.S. sanctions;

(h) provide information, materials, and testimony as necessary or requested to identify or to establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or judicial proceeding;

(i) by September 30, 2013, certify that HSBC Holdings has rolled out and completed Financial Economic Crime sanctions training, to include training that covers U.S., U.N., and E.U. sanctions and trade control laws, for all employees, including officers, (1) involved in the

processing or investigation of USD payments; (2) involved in the execution of USD denominated securities trading orders; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., E.U. or U.N. sanctions, including the execution of cross-border payments;

(j) by June 30, 2013, certify that HSBC Holdings has implemented a written policy to require the use of the SWIFT MT 202COV bank-to-bank payment message where appropriate under SWIFT guidelines; and

(k) abide by any and all requirements of the settlement agreements, dated December 10, 2012 by and between OFAC and HSBC Holdings, and the Office of the Comptroller of the Currency and HSBC Bank USA, N.A., regarding remedial measures or other required actions related to this matter.

14. It is understood that this Agreement is binding on HSBC Holdings and DANY only, and specifically does not bind any federal agency or any state or local authorities. DANY will bring the cooperation of HSBC Holdings and its compliance with its other obligations under this Agreement to the attention of any federal, state, or local prosecuting office or regulatory agency, if requested by HSBC Holdings or its attorneys.

15. It is further understood that this Agreement does not relate to or cover any conduct by HSBC Holdings other than that disclosed during the course of the investigation related to the Factual Statement and this Agreement, and it does not relate to or cover any conduct by HSBC Holdings involving Special SDN Transactions, except insofar as such transactions occurred during the period set forth in the Factual Statement and were disclosed to DANY during the course of this investigation and prior to the execution of this Agreement.

16. Nothing in this Agreement shall prohibit any federal agency or department, or any state or local government from pursuing any criminal, civil, administrative, or regulatory action against any current or former directors, officers, employees, or agents of HSBC Holdings or against any other entities or individuals. The parties to this Agreement intend that the Agreement does not confer or provide any benefits, privileges, immunities, or rights to any other individual or entity other than the parties hereto.

17. HSBC Holdings and DANY agree that this Agreement and the Factual Statement shall be disclosed to the public.

18. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between HSBC Holdings and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or bind HSBC Holdings or DANY unless expressly set forth in writing, signed by DANY, HSBC Holdings' attorneys, and a duly authorized representative of HSBC Holdings. This Agreement supersedes any prior promises, agreements, or conditions between HSBC Holdings and DANY. HSBC Holdings agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this Agreement, and it agrees to abide by all the terms and obligations of the Agreement as described herein.

Acknowledgment

I, Marc Moses, the duly authorized representative of HSBC Holdings plc, hereby expressly acknowledge the following: (1) that I have read this entire Agreement, as well as the other documents filed herewith, including the Factual Statement; (2) that I have had an opportunity to discuss this Agreement fully and freely with HSBC Holdings plc's attorneys; (3) that HSBC Holdings plc fully and completely understands each and every one of its terms; (4) that HSBC Holdings plc is fully satisfied with the advice and representation provided to it by its counsel, Cahill Gordon & Reindel LLP and Sullivan & Cromwell LLP; (5) that I am authorized on behalf of HSBC Holdings plc to enter into this Agreement; and (6) that HSBC Holdings plc has signed this Agreement voluntarily.


10 December 2012
DATE:


Marc Moses
Group Chief Risk Officer
HSBC Holdings plc


Counsel for HSBC Holdings plc.

We, David N. Kelley and Samuel W. Seymour, the attorneys for HSBC Holdings plc, hereby expressly acknowledge the following: (1) that we have discussed this Agreement with our client; (2) that we have fully explained each one of its terms to our client; (3) that we have fully answered each and every question put to us by our client regarding the Agreement; and (4) we believe our client completely understands all of the Agreement's terms.

December 10, 2012
DATE


David N. Kelley
Anirudh Bansal
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005

December 10, 2012
DATE


Samuel W. Seymour
Alexander J. Willscher
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004

New York County District Attorney's Office

DATE

12/11/12

By:



CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

Assistant District Attorneys:

Garrett Lynch
Judith Weinstock
Adam Kaufmann
Polly Greenberg

EXHIBIT A

FACTUAL STATEMENT

1. The following Factual Statement is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the New York County District Attorney's Office ("DANY") and HSBC Holdings plc ("HSBC Holdings"), and as part of a separate Deferred Prosecution Agreement between the United States Department of Justice, Criminal Division, Asset Forfeiture and Money Laundering Section, the United States Attorney's Office for the Eastern District of New York, and the United States Attorney's Office for the Northern District of West Virginia (collectively, the "Department") and HSBC Holdings and HSBC Banks USA, N.A. ("HSBC Bank USA").
2. HSBC Holdings hereby agrees and stipulates that the following information is true and accurate. HSBC Holdings admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. If this matter were to proceed to trial, DANY and the Department would prove beyond a reasonable doubt by admissible evidence the facts alleged below and set forth in the criminal Information filed by the Department.

Bank Structure

3. HSBC Bank USA is a federally chartered banking institution and subsidiary of HSBC North America Holdings, Inc. ("HSBC North America"). HSBC North America is an indirect subsidiary of HSBC Holdings. HSBC Holdings is the ultimate parent company of one of the world's largest banking and financial services groups with approximately 6,900 offices in over 80 countries (collectively, HSBC Holdings and its subsidiaries are the "HSBC Group"). The group is comprised of financial institutions throughout the world ("HSBC Group Affiliates") that are owned by various intermediate holding companies and ultimately, but indirectly, by HSBC Holdings, which is incorporated and headquartered in England. The Department of the Treasury, Office of the Comptroller of the Currency ("OCC") is HSBC Bank USA's primary regulator.

Evasion of U.S. Sanctions

4. From the mid-1990s through at least September 2006, HSBC Group violated both U.S. and New York State criminal laws by knowingly and willfully moving or permitting to be moved illegally hundreds of millions of dollars through the U.S. financial system on behalf of banks located in Cuba, Iran, Libya, Sudan, and Burma, and persons listed as parties or jurisdictions sanctioned by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") (collectively, the "Sanctioned Entities") in violation of U.S. economic sanctions.

5. HSBC Group engaged in this criminal conduct by: (a) following instructions from the Sanctioned Entities not to mention their names in U.S. dollar payment messages sent to HSBC Bank USA and other financial institutions located in the United States; (b) amending and reformatting U.S. dollar payment messages to remove information identifying the Sanctioned Entities; (c) using a less transparent method of payment messages, known as cover payments; and (d) instructing at least one Sanctioned Entity how to format payment messages in order to avoid bank sanctions filters that could have caused payments to be blocked or rejected at HSBC Group or HSBC Bank USA.
6. HSBC Group's conduct, which occurred outside the United States, caused HSBC Bank USA and other financial institutions located in the United States to process payments that otherwise should have been held for investigation, rejected, or blocked pursuant to U.S. sanctions regulations administered by OFAC. Additionally, by its conduct, HSBC Group: (a) prevented HSBC Bank USA and other financial institutions in the United States from filing required BSA and OFAC-related reports with the U.S. Government; (b) caused false information to be recorded in the records of U.S. financial institutions located in New York, New York; and (c) caused U.S. financial institutions not to make records that they otherwise would have been required by law to make.

Applicable Law

7. At all times relevant to this matter, various U.S. economic sanctions laws regulated and/or criminalized financial and other transactions involving sanctioned countries, entities, and persons. Those laws applied to transactions occurring within U.S. territorial jurisdiction and to transactions involving U.S. persons, including U.S. corporations, anywhere in the world. OFAC promulgated regulations to administer and enforce the economic sanctions laws, including regulations for economic sanctions against specific countries, as well as sanctions against Specially Designated Nationals ("SDNs"). SDNs are individuals, groups, and entities that have been designated by OFAC as terrorists, financial supporters of terrorism, proliferators of weapons of mass destruction, and narcotics traffickers.

Cuba Sanctions

8. Beginning with Executive Orders and regulations issued at the direction of President John F. Kennedy, the United States has maintained an economic embargo against Cuba through the enactment of various laws and regulations. These laws, restricting U.S. trade and economic transactions with Cuba, were promulgated under the Trading With the Enemy Act ("TWEA"), 50 U.S.C. app. §§ 1-44. These laws are administered by OFAC, and prohibit virtually all financial and commercial dealings with Cuba, Cuban businesses, and Cuban assets.

Iran Sanctions

9. In 1987, President Ronald W. Reagan issued Executive Order No. 12613, which imposed a broad embargo on imports of Iranian-origin goods and services. United States sanctions against Iran were strengthened in 1995 and 1997 when President William J. Clinton issued Executive Order Nos. 12957, 12959, and 13059. These Executive Orders prohibit virtually all trade and investment activities between the United States and Iran. With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Iranian sanctions generally prohibit the export of services to Iran from the United States. Until 2008, OFAC regulations permitted U.S. depository institutions to handle certain “U-Turn” transactions, in which the U.S. depository institution acts only as an intermediary bank in clearing a U.S. dollar payment between two non-U.S., non-Iranian banks.

Libya Sanctions

10. On January 7, 1986, President Reagan issued Executive Order No. 12543 imposing broad economic sanctions against Libya. Subsequently, President Reagan issued Executive Order No. 12544 on January 8, 1986, ordering the blocking of all property and interests in property of the Government of Libya. President George H. W. Bush strengthened those sanctions in 1992, pursuant to Executive Order No. 12801. On September 20, 2004, President George W. Bush issued Executive Order No. 13357, terminating the national emergency with regard to Libya and revoking the sanction measures imposed by the prior Executive Orders.

Sudan Sanctions

11. On November 3, 1997, President Clinton issued Executive Order No. 13067 imposing a trade embargo against Sudan and blocking all property, and interests in property, of the Government of Sudan. President George W. Bush strengthened those sanctions in 2006 pursuant to Executive Order No. 13412. Under these Executive Orders, virtually all trade and investment activities between the United States and Sudan are prohibited. With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Sudanese sanctions generally prohibit the export of services to Sudan from the United States.

Burma Sanctions

12. On May 20, 1997, President Clinton issued Executive Order No. 13047, which prohibited both new investment in Burma by U.S. persons and U.S. persons’ facilitation of new investment in Burma by foreign persons. On July 28, 2003, President George W. Bush signed the Burmese Freedom and Democracy Act of 2003 (“BFDA”) to restrict the financial resources of Burma’s ruling military junta. To implement the BFDA and to take additional steps, President Bush issued Executive Order No. 13310 on July 28, 2003, which blocked all

property and interests in property of certain listed Burmese entities¹ and provided for the blocking of property and interest in property of other individuals and entities meeting the criteria set forth in Executive Order No. 13310. Executive Order No. 13310 also prohibited the importation into the United States of articles that are a product of Burma and the exportation or re-exportation to Burma of financial services from the United States, or by U.S. persons, wherever located. The “exportation or re-exportation of financial services to Burma” is defined to include the transfer of funds, directly or indirectly, from the United States. On July 11, 2012, President Barack Obama signed an executive order easing restrictions to allow U.S. companies to do business in Burma.

Department of Justice Charges

13. The Department alleges, and HSBC Holdings admits, that its conduct, as described herein, violated TWEA. Specifically, HSBC Holdings violated 50 U.S.C. app. §§ 5 and 16, which makes it a crime to willfully violate or attempt to violate any regulation issued under TWEA, including regulations restricting transactions with Cuba. The Department further alleges, and HSBC Holdings admits, that its conduct, as described herein, violated the International Emergency Economic Powers Act (“IEEPA”). Specifically, HSBC Holdings violated 50 U.S.C. § 1705, which makes it a crime to willfully violate or attempt to violate any regulation issued under IEEPA, including regulations restricting transactions with Iran, Libya, Sudan, and Burma.

New York State Penal Law Charge

14. DANY alleges, and HSBC Holdings admits, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, “with intent to defraud, . . . (i) make[] or cause[] a false entry in the business records of an enterprise [defined as any company or corporation] . . . or (iv) prevent[] the making of a true entry or cause the omission thereof in the business records of an enterprise.” It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person or entity’s “intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof.”

Conduct in Violation of U.S. Sanctions Laws

15. From at least 2000 through 2006, HSBC Group knowingly and willfully engaged in conduct and practices outside the United States that caused HSBC Bank USA and other financial institutions located in the United States to process payments in violation of U.S. sanctions. To hide these transactions, HSBC Group Affiliates altered and routed payment messages in a

¹ President Bush subsequently issued Executive Order Nos. 13448 and 13464, expanding the list of persons and entities whose property must be blocked.

manner that ensured that payments involving sanctioned countries and entities cleared without difficulty through HSBC Bank USA and other U.S. financial institutions in New York County and elsewhere. The total value of OFAC-prohibited transactions for the period of HSBC Group's review, from 2000 through 2006, was approximately \$660 million. This includes approximately \$250 million involving Sanctioned Entities in Burma; \$183 million involving Sanctioned Entities in Iran; \$169 million involving Sanctioned Entities in Sudan; \$30 million involving Sanctioned Entities in Cuba; and \$28 million involving Sanctioned Entities in Libya.

16. Financial institutions in the United States are obligated to screen financial transactions, including wire payment processing, to make certain they do not execute transactions that violate U.S. sanctions. OFAC regularly publishes a comprehensive list of Sanctioned Entities that includes names of individuals, entities, their variations, and, if known, addresses, dates of birth, passport numbers, and other identifying information. Because of the vast volume of wire payments processed by financial institutions, most financial institutions employ sophisticated computer software, known as OFAC filters, to automatically screen all wire payments against the official OFAC list (as well as similar lists containing names of individuals and entities sanctioned by the United Nations and the European Union). When the filters detect a possible match to a Sanctioned Entity, the payment is stopped and held for further review. When a financial institution detects a funds transfer that violates sanctions, the institution must refuse to process or execute that payment. This is termed a "rejection." If a party to the payment is an SDN, then the payment must be frozen (or "blocked") and the bank must notify OFAC. The sending bank must then demonstrate to OFAC that the payment does not violate sanctions before the funds can be released and the payment processed. Thus, foreign banks seeking to send payments involving sanctioned countries or entities through U.S. banks must by-pass or subvert the OFAC filters to make sure the payments pass through the U.S. clearing banks. HSBC Group accomplished this using a number of methods.

Amending Payment Messages

17. Specifically, beginning in the 1990s, HSBC Bank plc ("HSBC Europe"), a wholly owned subsidiary of HSBC Group, devised a procedure whereby the Sanctioned Entities put a cautionary note in their SWIFT payment messages including, among others, "care sanctioned country," "do not mention our name in NY," or "do not mention Iran."² Payments with these cautionary notes automatically fell into what HSBC Europe termed a "repair queue"

² HSBC Group is a member of the Society for Worldwide Interbank Financial Telecommunications ("SWIFT") and historically has used the SWIFT system to transmit international payment messages with financial institutions around the world, including its U.S. affiliate, HSBC Bank USA.

where HSBC Europe employees manually removed all references to the Sanctioned Entities. The payments were then sent to HSBC Bank USA and other financial institutions in the United States without reference to the Sanctioned Entities, ensuring that the payments would be processed without delay and not be blocked or rejected and referred to OFAC.

18. HSBC Group was aware of this practice as early as 2000. In 2003 HSBC Group's Head of Compliance acknowledged that amending payment messages "could provide the basis for an action against [HSBC] Group for breach of sanctions." At that time, HSBC Group Compliance instructed HSBC Europe to stop the practice. However, HSBC Europe appealed, and due to the "significant business opportunities" offered by the Sanctioned Entities, HSBC Group's Head of Compliance granted HSBC Europe an extension to continue processing payments in the same manner. HSBC Europe also was concerned about some other factors, including technical and logistical issues with SWIFT payments and HSBC Europe's payment processing system. Over the next several years, HSBC Europe and HSBC Middle East sought and obtained numerous extensions allowing the amendment of payment messages from the Sanctioned Entities to continue until 2006.
19. HSBC Bank USA had express policies requiring full transparency in processing payments involving Sanctioned Entities. In 2001, a senior compliance officer at HSBC Group told HSBC Bank USA that HSBC Group would not permit HSBC Group Affiliates to amend payment messages to avoid detection by sanctions filters in the United States. Yet, contrary to this assurance, HSBC Group Affiliates intentionally hid the practice of amending payments involving Sanctioned Entities from HSBC Bank USA. As a result, during the relevant time period, HSBC Bank USA and other financial institutions in the United States processed hundreds of millions of dollars in transactions involving Sanctioned Entities in violation of U.S. sanctions.

Cover Payments

20. Historically, HSBC Group processed U.S. dollar payment messages from and through numerous global locations. During the relevant time period, HSBC Group consolidated its U.S. dollar payment processing so that the payments were predominately processed at HSBC Europe's Multi-Currency Payment Processing Center in England and later at HSBC Middle East Limited ("HSBC Middle East") in Dubai.
21. International wire payments generally are executed via the secured communications services provided by SWIFT, and the communications underlying the actual payments are commonly referred to as SWIFT messages. When a bank customer sends an international wire payment, the de facto standard to execute such a payment is the MT 103 SWIFT message (also called a serial payment, or a serial MT 103 payment). When a financial institution sends a bank-to-bank credit transfer, the de facto standard is the MT 202 SWIFT message. The crucial

difference, during the relevant time period, was that MT 202 payments typically did not require the bank to identify the originating party to the transactions, and banks typically did not include that information in MT 202 messages.³ A “cover payment” typically involves both types of messages: an MT 103 message identifying all parties to the transaction is sent from the originating bank to the beneficiary, but the funds are transferred through the United States via an MT 202 message that lacks that detail. Instead of using MT 103 payment messages for transactions involving the Sanctioned Entities, which would have revealed the identity of the ordering customer and beneficiary, HSBC Group used MT 202 “cover payment” messages for these bank-to-bank credit transfers, which did not. Consequently, U.S. financial institutions were unable to detect when payments were made to or from a Sanctioned Entity.

22. HSBC Group employees understood that cover payments hid the identity of the ordering customer and beneficiary, and therefore allowed for straight-through processing of transactions that would have otherwise been stopped for review in the United States. They also knew that using MT 103 payments would likely result in the payment being delayed, rejected, or blocked.
23. Although HSBC Europe instituted nominal processes to screen for SDNs when processing transactions from Sanctioned Entities, and make determinations as to whether or not payments fit within certain exceptions such as the U-Turn exemption, they employed inadequately trained payment clerks and untested automated filters in the process. As a result, HSBC Europe could not verify with a sufficient degree of accuracy or reliability whether payments it processed from Sanctioned Entities complied with OFAC restrictions. In processing these payments and sending them to HSBC Bank USA, HSBC Europe provided HSBC Bank USA with no information that the payments involved Sanctioned Entities, and thus prevented HSBC Bank USA from exercising its own due diligence and OFAC screening.⁴
24. As early as July 2001, HSBC Bank USA told HSBC Group’s Head of Compliance that it was concerned that the use of cover payments prevented HSBC Bank USA from confirming

³ Subsequent changes to MT 202 messaging formats now generally require the inclusion of originating party information when an MT 202 message is utilized to execute a customer payment.

⁴ Until 2008, OFAC regulations included an exception to the prohibition on Iranian transactions that permitted certain transactions known as “U-Turns.” While HSBC Europe and HSBC Middle East processed approximately \$20 billion in otherwise permissible Iranian U-Turn payments during the period, employees amended payment messages and used cover payments to conceal the nature of the transactions from HSBC Bank USA and other financial institutions in the United States, which deprived the U.S. banks of their ability to filter and review the transactions to determine whether they were legal under OFAC regulations.

whether the underlying transactions met OFAC requirements. From 2001 through 2006, HSBC Bank USA repeatedly told senior compliance officers at HSBC Group that it would not be able to properly screen Sanctioned Entity payments if payments were being sent utilizing the cover method. These protests were ignored.

25. HSBC Europe resisted sending serial payments to HSBC Bank USA because it was concerned that payments would be blocked or rejected, and that Sanctioned Entity banks, specifically those from Iran, would discontinue their relationships with HSBC Europe due to the increased costs associated with serial payments. These Iranian relationships resulted in revenue of millions of dollars per year for HSBC Group Affiliates outside of the United States. It was not until 2006 that HSBC Group ordered all HSBC Group Affiliates to use serial payments for U.S. dollar transactions.

Straight-Through Processing Instructions

26. In April 2001, HSBC Europe instructed an Iranian bank how to evade detection by OFAC filters and ensure its payments would be processed without delay or interference. The HSBC Europe employee wrote, “we have found a solution to processing your payments with minimal manual intervention....the key is to always populate field 52 - if you do not have an ordering party then quote ‘One of our Clients’...outgoing payment instruction from HSBC will not quote [Iranian bank] as sender - just HSBC London....This then negates the need to quote ‘do not mention our name in New York.’”⁵ Thus, according to the instructions sent by HSBC Europe, if the Iranian bank entered the term “One of our Clients” into Field 52, there would be no interference with the processing of the wire payment, whether it was OFAC-compliant or not. Ultimately, this business was never taken on due to protests from HSBC Bank USA.
27. In July 2001, HSBC Bank USA’s Chief Compliance Officer confronted HSBC Group’s Head of Compliance on this issue and was assured that “Group Compliance would not support blatant attempts to avoid sanctions, or actions which would place [HSBC Bank USA] in a potentially compromising position.”
28. HSBC Europe issued guidelines to deal with transactions that came from the Sanctioned Entities. One of these was to refer flagged payments back to the Sanctioned Entity for “clarification.” In doing so, HSBC Europe was alerting the Sanctioned Entity that the

⁵ Field 52 is a data code field in a SWIFT payment message that identifies the bank of the ordering customer, or the “originating bank.” When the originating bank was Iranian, its inclusion in a payment message could trigger review by the clearing bank in New York. For payments using MT 103 messages, Field 52 was mandatory. For MT 202 cover payments, it was optional.

payment message as sent was prohibited by OFAC sanctions. The Sanctioned Entities responded by reformatting the payment so that it would be processed through the U.S. clearing banks, including HSBC Bank USA, without being subject to U.S. filters.

HSBC Bank USA's and HSBC Group's Cooperation

29. From early in this investigation, HSBC Bank USA and HSBC Group have fully cooperated and have provided valuable assistance to law enforcement. With the assistance of outside counsel, HSBC Bank USA has made numerous, detailed, and periodic reports to the Department and DANY concerning those findings.
30. To date, HSBC Bank USA has produced more than 9 million pages of documents. HSBC Bank USA has also made past and present employees, including HSBC Group employees throughout the world, available to be interviewed by the Department and DANY as requested.
31. In addition to the cooperative steps listed above, HSBC Bank USA has assisted the Government in investigations of certain individuals suspected of money laundering and terrorist financing.
32. HSBC Group discontinued its use of the U-Turn exemption in October 2006, over two years before it was abolished by OFAC. HSBC Group implemented a policy voluntarily discontinuing all business with Iranian banks, persons, and entities, regardless of currency, in 2007.

PX-28

DEFERRED PROSECUTION AGREEMENT

Standard Chartered Bank ("SCB") is a financial institution registered and organized under the laws of England and Wales. SCB, by and through its attorneys, Sullivan & Cromwell LLP, and the District Attorney of the County of New York ("DANY") enter into this Deferred Prosecution Agreement (the "Agreement"). SCB agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice ("DOJ").

1. SCB agrees that it shall in all respects comply with its obligations under this Agreement.

2. SCB accepts and acknowledges responsibility for its conduct, and that of its employees, as set forth in the Factual Statement attached hereto as Exhibit A and incorporated herein by reference (the "Factual Statement"). If DANY initiates a prosecution that is deferred by this Agreement against SCB, SCB agrees that it will neither contest the admissibility of the Factual Statement or any other documents provided by SCB to DANY, nor contradict in any such proceeding the facts contained within the Factual Statement.

3. As a result of SCB's conduct, as set forth in the Factual Statement, DANY has determined that it could institute a criminal prosecution against SCB pursuant to New York State Penal Law Section 175.10, and a forfeiture action against certain funds currently held by SCB, and that such funds could be forfeitable under New York State law. Therefore, SCB hereby expressly agrees to settle, and does settle, any and all criminal and forfeiture claims DANY has determined it could institute against those funds for the sum of \$227,000,000 (the "Settlement

Amount”).¹ The parties to this Agreement agree that the Settlement Amount will fully satisfy all claims presently held by DANY.

4. In consideration of SCB’s voluntary cooperation with this investigation, its remedial actions to date, and its willingness to: (i) acknowledge responsibility for its actions; (ii) voluntarily self-report its conduct and cooperate in this investigation; (iii) voluntarily terminate the conduct set forth in the Factual Statement prior to the commencement of DANY’s investigation; (iv) continue to provide to DANY substantial cooperation, as detailed in the Factual Statement; (v) engage in remediation and training as outlined in Paragraph 14; and (vi) settle any criminal claims currently held by DANY for any act within the scope of or related to the Factual Statement or this investigation; DANY agrees as follows:

(a) That it shall defer prosecution of SCB for a period of twenty-four (24) months from the signing of this Agreement, or less at the sole discretion of DANY. DANY shall not prosecute SCB if it complies with all of its obligations pursuant to this Agreement; and

(b) That if SCB is in compliance with all its obligations under this Agreement for the time period set forth above in Paragraph 4(a), this Agreement shall expire and be of no further force or effect.

5. SCB expressly agrees that within six (6) months of determination by DANY that a material and willful breach by SCB of this Agreement has occurred, any violations of New York State law that were not time-barred by the applicable statute of limitations as of the date of this Agreement, and which relate to the facts set forth in the Factual Statement may, in the sole

¹ Pursuant to a separate Deferred Prosecution Agreement with the United States, SCB has agreed to pay the entire Settlement Amount (\$227,000,000) to the United States for violations of Title 18, United States Code, Section 371, by conspiring to violate Title 50, United States Code, Section 1705 (International Emergency Economic Powers Act, or “IEEPA”), and regulations issued thereunder. The Settlement Amount will be equitably shared by the United States with DANY pursuant to the policy set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* (April 2009).

discretion of DANY, be charged against SCB, notwithstanding the provisions or expiration of any applicable statute of limitations. SCB expressly waives any challenges to the venue and jurisdiction of the Supreme Court of the State of New York for the County of New York.

6. DANY recognizes that the Deferred Prosecution Agreement between SCB and DOJ may need to be approved by the United States District Court for the District of Columbia, in accordance with 18 U.S.C. Section 3161(h)(2). Should that Court decline to approve the Deferred Prosecution Agreement between SCB and the United States for any reason, DANY and SCB are released from any obligations imposed upon them by this Agreement, this Agreement shall be null and void, and DANY shall not premise any prosecution of SCB, its employees, officers or directors upon any admissions or acknowledgements contained or referenced in this Agreement or the Deferred Prosecution Agreement between SCB and the United States.

7. SCB expressly agrees that it shall not, through its attorneys, board of directors, agents, officers, or employees, make any public statement contradicting the acceptance of responsibility by SCB set forth above or the facts described in the Factual Statement. Any such public statements by SCB, its attorneys, board of directors, agents, officers, or employees, shall, subject to the cure rights of SCB set forth below, constitute a willful and material breach of this Agreement, and SCB would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision about whether any public statement by any such person contradicting the acceptance of responsibility by SCB set forth above or the facts described in the Factual Statement will be imputed to SCB, for the purpose of determining whether SCB has breached this Agreement, shall be in the sole discretion of DANY. Upon DANY's notification to SCB of a public statement by any such person that in whole or in part contradicts the acceptance of responsibility by SCB set forth above or the facts described in the Factual Statement, SCB may

avoid breach of this Agreement by publicly repudiating such statement within 5 business days of notification by DANY. SCB shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Factual Statement. This Paragraph does not apply to any statement made by any present or former office, director, employee, or agent of SCB in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of SCB. Subject to this paragraph, SCB retains the ability to provide information or take legal positions in litigation or other regulatory proceedings in which DANY or DOJ is not a party.

8. Should DANY determine, during the term of this Agreement, that SCB has committed any New York State crime after the date of the signing of this Agreement, SCB shall, in the sole discretion of DANY, thereafter be subject to prosecution for any such crimes, including but not limited to the conduct described in the Factual Statement. The discovery by DANY of any purely historical criminal conduct that did not take place during the term of the Agreement will not constitute a breach of the Agreement.

9. Should DANY determine that SCB has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to SCB of the alleged breach and allow SCB a two-week period from the date of receipt of said notice, or longer, at the discretion of DANY, to cure the breach by making a presentation to DANY that demonstrates that no breach has occurred, or, to the extent applicable, that the breach is not willful or material, or has been cured. The parties hereto expressly understand and agree that, should SCB fail to make the above-noted presentation within such time period, it shall be presumed that SCB is in material breach of this Agreement. The parties further understand and agree that the exercise of

discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of SCB to DANY or the United States at any time, unless otherwise agreed when the information was provided.

10. DANY agrees that it shall not seek to prosecute SCB or any of its corporate parents, subsidiaries, affiliates, successors, predecessors, and assigns for any act within the scope of or related to the Factual Statement or this investigation, that violated New York State law during the period from 2001 through the date of this Agreement, unless, other than the transactions that have already been disclosed and documented to DANY during the course of this investigation, SCB, its employees, officers, and directors, acting within the scope of their employment and for the benefit of SCB, knowingly and willfully transmitted or approved the transmission of United States Dollar ("USD")-denominated funds through the United States, or involving a U.S. person, in violation of New York State law, that went to or came from persons or entities designated at the time of the transaction by the Office of Foreign Assets Control as a Specially Designated Terrorist, a Specially Designated Global Terrorist, a Foreign Terrorist Organization, or a proliferator of Weapons of Mass Destruction (an "Undisclosed Special SDN Transaction"). SCB agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law of New York State with respect to such conduct for a period of eighteen (18) months from the date of this Agreement. The decision about whether SCB has breached this paragraph of the Agreement shall be at the sole discretion of DANY.

11. SCB agrees that, if it sells, merges, or transfers all or substantially all of its business operations or assets as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any

contract for sale, merger, or transfer a provision binding the purchaser/successor/transferee to the obligations described in this Agreement. Any such provision in a contract of sale, merger, or transfer shall not expand or impose additional obligations on SCB or the purchaser/successor/transferee beyond those contained in the Agreement, including but not limited to SCB's obligations as described in Paragraphs 13 and 14.

12. It is understood that nothing in this Agreement shall require SCB to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement, and this Agreement shall not extend any protections to any such company or entity.

13. SCB agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of DANY, supply any relevant documents, electronic data, or other objects in SCB's possession, custody, or control, as of the date of this Agreement relating to any transaction within the scope of or relating to the Factual Statement and known to SCB at the time of the signing of this Agreement. If such data is in electronic format, SCB shall provide access to such data and assistance in operating any computer and other equipment that is necessary to retrieve the data. This obligation shall not include production of materials covered by the attorney-client privilege, the work product doctrine, or other applicable confidentiality, criminal, or data protection laws except as provided herein. To the extent that SCB believes in good faith that such materials are covered by any confidentiality, criminal, or data protection laws, SCB shall use its best efforts to produce such materials, including supporting an application made by DANY to the appropriate governmental agency or court, for authority to provide DANY with the requested materials, provided that SCB shall not be required to produce any materials where such production would be in breach of applicable local law. At the request of DANY, SCB shall provide a written memorandum explaining the operation and application of any local law where

SCB concludes that it would be unlawful to directly or indirectly produce the materials to DANY.

14. SCB further agrees that it shall:

(a) Continue to apply the OFAC sanctions list to the same extent as any United Nations ("U.N.") or European Union ("E.U.") sanctions or freeze lists are utilized to USD transactions, the acceptance of customers, and all USD cross-border Society for Worldwide Interbank Financial Telecommunications ("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds;

(b) Continue to complete Financial Economic Crime sanctions training, which covers U.S., U.N., and E.U. sanctions and trade control laws, for all employees, including officers, (1) involved in the processing or investigation of USD payments; (2) involved in the execution of USD denominated securities trading orders; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., E.U. or U.N. sanctions, including the execution of cross-border payments. By June 30, 2013, SCB must certify the training has been completed;

(c) Continue to apply its written policy requiring the use of the Society for Worldwide Interbank Financial Telecommunications ("SWIFT") Message Type ("MT") 202COV bank-to-bank payment message where appropriate under SWIFT guidelines, and by June 30, 2013, certify continuing application of that policy;

(d) Continue to apply and implement compliance procedures and training designed to ensure that the SCB compliance officer in charge of sanctions is made aware in a timely manner of any known requests or attempts by any entity (including, but not limited to, SCB's customers, financial institutions, companies, organizations, groups, or persons) to withhold or alter its name

or other identifying information where the request or attempt appears to be related to circumventing or evading U.S. sanctions laws. SCB's Head of Compliance, or his or her designee, shall report to DANY the name and contact information, if available to SCB, of any entity that makes such a request;

(e) Maintain the electronic database of SWIFT Message Transfer ("MT") payment messages relating to USD payments processed during the period from 2001 through 2007 in electronic format for a period of two years from the date of this Agreement;

(f) Abide by any and all requirements of the Settlement Agreement, dated December 7, 2012, by and between OFAC and SCB regarding remedial measures or other required actions related to this matter;

(g) Abide by any and all requirements of the Cease and Desist Order, dated December 7, 2012, by and between the Board of Governors of the Federal Reserve System and SCB regarding remedial measures or other required actions related to this matter;

(h) Abide by any and all requirements of the Consent Order, dated September 21, 2012, by and between the New York State Department of Financial Services and SCB regarding remedial measures or other required actions related to this matter;

(i) Notify DANY of any criminal, civil, administrative or regulatory investigation or action of SCB or its current directors, officers, employees, consultants, representatives, and agents related to SCB's compliance with U.S. sanctions laws, to the extent permitted by the agency conducting the investigation or action and applicable law;

(j) Use its good faith efforts to make available, at its cost, SCB's current and former directors, officers, employees, consultants, representatives, and agents when requested by DANY, to provide additional information and materials concerning this investigation, to testify

including sworn testimony before a grand jury or in a judicial proceeding, and to be interviewed by law enforcement authorities;

(k) Use its good faith efforts to identify additional witnesses who, to SCB's knowledge may have material information concerning this investigation, and notify DANY; and

(l) Provide information, materials, and testimony as necessary or requested to identify or to establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or judicial proceeding.

15. It is understood that this Agreement is binding on SCB and DANY only, and specifically does not bind any federal agencies or any state or local authorities. DANY will bring the cooperation of SCB and its compliance with its other obligations under this Agreement to the attention of federal, state, or local prosecuting offices or regulatory agencies, if requested by SCB or its attorneys.

16. It is further understood that this Agreement does not relate to or cover any conduct by SCB other than that disclosed during the course of the investigation or described in the Factual Statement and this Agreement. Nothing in this Agreement restricts in any way the ability of any federal department or agency, or any other state or local government from proceeding criminally, civilly, or administratively, against any current or former directors, officers, employees, or agents of SCB or against any other entities or individuals. The parties to this Agreement intend that the Agreement does not confer or provide any benefits, privileges, immunities, or rights to any other individual or entity other than the parties hereto.

17. SCB and DANY agree that this Agreement and the Factual Statement shall be disclosed to the public.

18. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between SCB and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or bind SCB or DANY unless expressly set forth in writing, signed by DANY, SCB's attorneys, and a duly authorized representative of SCB. This Agreement supersedes any prior promises, agreements, or conditions between SCB and DANY. SCB agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under this Agreement, and it agrees to abide by all the terms and obligations of the Agreement as described herein.


Acknowledgment on behalf of Standard Chartered Bank

I, Dr. Tim Miller, Director, Property, Research & Assurance, the duly authorized representative of Standard Chartered Bank, hereby expressly acknowledge the following: (1) that I have read this entire Agreement as well as the other documents filed herewith in conjunction with this Agreement, including the Statement of Facts; (2) that I have had an opportunity to discuss this Agreement fully and freely with Standard Chartered Bank's counsel, Sullivan & Cromwell LLP; (3) that Standard Chartered Bank fully and completely understands each and every one of the terms of this Agreement; (4) that Standard Chartered Bank is fully satisfied with the advice and representation provided to it by its counsel, Sullivan & Cromwell LLP; (5) that I am authorized, on behalf of Standard Chartered Bank, to enter into this Agreement; and (6) that Standard Chartered Bank has signed this Agreement knowingly and voluntarily.

Standard Chartered Bank

DATE

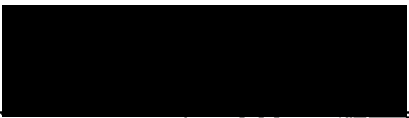
7 / XII / 2012


Dr. Tim Miller
Director, Property, Research & Assurance

Acknowledgment by Defense Counsel for Standard Chartered Bank

We, Samuel W. Seymour and Nicolas Bourtin, the attorneys representing Standard Chartered Bank, hereby expressly acknowledge the following: (1) that we have reviewed and discussed this Agreement with our client; (2) that we have explained fully each one of the terms of the Agreement to our client; (3) that we have answered fully each and every question put to us by our client regarding the Agreement; and (4) that we believe our client fully and completely understands all of the Agreement's terms.

Dec. 7, 2012
DATE


Samuel W. Seymour
Sullivan & Cromwell LLP

Dec. 7, 2012
DATE

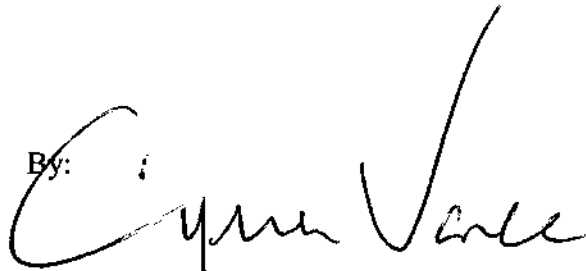

Nicolas Bourtin
Sullivan & Cromwell LLP

New York County District Attorney's Office

DATE

12/10/12

By:



CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

Assistant District Attorneys:

Edward Starishevsky
Adam Kaufmann
Polly Greenberg
Chris Conroy

Exhibit A

FACTUAL STATEMENT

EXHIBIT A -- FACTUAL STATEMENT

Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreement dated December 7, 2012, between the Criminal Division of the United States Department of Justice, and the United States Attorney's Office for the District of Columbia (collectively, "DOJ") and Standard Chartered Bank ("SCB"), a United Kingdom bank, and between the New York County District Attorney's Office ("DANY") and SCB.

2. Starting in early 2001 and ending in 2007, SCB violated U.S. and New York State laws by illegally sending payments through the U.S. financial system on behalf of entities subject to U.S. economic sanctions. SCB knowingly and willfully engaged in this criminal conduct, which caused both affiliated and unaffiliated U.S. financial institutions to process transactions that otherwise should have been rejected, blocked, or stopped for investigation pursuant to regulations promulgated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC") relating to transactions involving sanctioned countries and parties.¹

3. Further, SCB made statements that were misleading to OFAC in 2003 in the course of explaining why SCB had effected payments that violated U.S. sanctions laws.

4. SCB also provided incomplete information in relation to sanctioned country payments in its submissions and responses to SCB's U.S. bank regulators, the Federal Reserve Bank of New York ("FRBNY") and the New York State Banking Department ("NYSBD"),² during a targeted Bank Secrecy Act/Anti-Money Laundering ("BSA/AML") examination and

¹ In addition to sanctioning individual countries, OFAC publishes a Specially Designated National List. This list includes individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific.

² NYSBD was recently incorporated into the New York Department of Financial Services ("DFS").

look-back review mandated by a written agreement entered into with FRBNY and NYSBD in October 2004. This failure to inform was despite the fact that SCB and the regulators had agreed that financial transactions with OFAC sanctioned entities posed a de facto AML risk.

5. SCB's criminal conduct included, among other things, (i) processing payments through its branches in London ("SCB London") and Dubai ("SCB Dubai") on behalf of sanctioned customers without reference to the payments' origin; (ii) eliminating payment data that would have revealed the involvement of sanctioned countries; and (iii) using alternative payment methods to mask the involvement of sanctioned countries. SCB's unlawful actions, which occurred both inside and outside the United States, caused financial institutions located in the United States to unknowingly provide banking services to sanctioned entities, prevented detection by U.S. regulatory and law enforcement authorities of financial transactions that violated U.S. sanctions, and caused false entries to be made in the business records of financial institutions located in New York, New York.

6. This conduct occurred in various business units within SCB in locations around the world, and certain payment practices were done with the knowledge and approval of senior corporate managers and the legal and compliance departments of SCB.

SCB's Business Organization and Assets

7. SCB was formed in 1969 through the merger of two banks, the Standard Bank of British South Africa and the Chartered Bank of India, Australia and China. SCB is currently one of the world's largest international banks, with over 1,700 branches, offices, and outlets in more than 70 countries. Headquartered in London, SCB has operations in consumer, corporate and institutional banking, and treasury services and operates principally in Asia, Africa, and the Middle East.

8. In 2012, SCB had over \$500 billion in assets. SCB is listed on the London and Hong Kong stock exchanges as well as on the Bombay and National Stock Exchanges in India.

9. Since 1976, SCB has had a license issued by the state of New York to operate as a foreign bank branch in New York, New York (“SCB New York”). The branch provides only wholesale banking services, primarily U.S.-dollar clearing for international wire payments. SCB New York is the seventh largest dollar clearer in the world, clearing approximately 195 billion in U.S. dollar payments per day.

Applicable Law

The Iranian Sanctions

10. On March 15, 1995, President William J. Clinton issued Executive Order No. 12957, finding that “the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States,” and declaring “a national emergency to deal with that threat.”

11. President Clinton followed this with Executive Order No. 12959, issued on May 6, 1995, which imposed comprehensive trade and financial sanctions on Iran. These sanctions prohibit, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or United States persons, wherever located. This includes persons in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or re-exportation, directly or indirectly, to Iran or the Government of Iran. On August 19, 1997, President Clinton issued Executive Order No. 13059, consolidating and clarifying Executive Order Nos. 12957 and 12959 (collectively, the “Executive Orders”). The Executive Orders authorized the United States Secretary of the

Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transaction Regulations (“ITRs”), 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders.

12. With the exception of certain exempt transactions, the ITRs prohibit, among other things, U.S. depository institutions from servicing Iranian accounts and directly crediting or debiting Iranian accounts. The ITRs also prohibit transactions by any U.S. person who evades or avoids, has the purpose of evading or avoiding, or attempts to evade or avoid the restrictions imposed under the ITRs. The ITRs were in effect at all times relevant to the conduct described below.

13. While the ITRs promulgated for Iran prohibited United States Dollar (“USD”) transactions, they contained a specific exemption for USD transactions that did not directly credit or debit a U.S. financial institution. This exemption is commonly known as the “U-turn exemption.”

14. The U-turn exemption permitted banks to process Iranian USD transactions that began and ended with a non-U.S. financial institution, but were cleared through a U.S. correspondent bank. In a relevant part, the ITR provided that U.S. banks were “authorized to process transfers of funds to or from Iran, or for the direct or indirect benefit of persons in Iran or the Government of Iran, if the transfer . . . is by order of a foreign bank which is not an Iranian entity from its own account in a domestic bank . . . to an account held by a domestic bank . . . for a [second] foreign bank which is not an Iranian entity.” 31 CFR §560.516(a)(1). That is, a U.S. dollar transaction to or for the benefit of Iran could be routed through the U.S. as long as a non-U.S. offshore bank originated the transaction and the transaction terminated with a non-U.S.

offshore bank. These U-turn transactions were only permissible where no U.S. person or entity had direct contact with the Iranian bank or customer and were otherwise permissible (e.g., the transactions were not on behalf of a Specially Designated National, (“SDN”)).³

15. Effective November 10, 2008, OFAC revoked the U-turn exemption for Iranian transactions. As of that date, U.S. depository institutions were no longer authorized to process Iranian U-turn payments.

The Libyan Sanctions

16. On January 7, 1986, President Ronald W. Reagan issued Executive Order No. 12543, which imposed broad economic sanctions against Libya. Executive Order No. 12544 followed one day later, which ordered the blocking of all property and interests in property of the Government of Libya. President George H.W. Bush strengthened those sanctions in 1992 pursuant to Executive Order No. 12801. These sanctions remained in effect until September 22, 2004, when President George W. Bush issued Executive Order No. 13357, which terminated the national emergency with regard to Libya and revoked the sanction measures imposed by the prior Executive Orders.

The Sudanese Sanctions

17. On November 3, 1997, President Clinton issued Executive Order No. 13067, which imposed a trade embargo against Sudan and blocked all property and interests in property of the Government of Sudan. President George W. Bush strengthened those sanctions in 2006 pursuant to Executive Order No. 13412 (collectively, the “Sudanese Executive Orders”). The Sudanese Executive Orders prohibited virtually all trade and investment activities between the

³ OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called “Specially Designated Nationals” or “SDNs.”

United States and Sudan, including, but not limited to, broad prohibitions on: (a) the importation into the United States of goods or services from Sudan; (b) the exportation or re-exportation of any goods, technology, or services from the United States or by a United States person to Sudan; and (c) trade- and service-related transactions with Sudan by United States persons, including financing, facilitating, or guaranteeing such transactions. The Sudanese Executive Orders further prohibited “[a]ny transaction by a United States person or within the United States that evades or avoids, has the purposes of evading or avoiding, or attempts to violate any of the prohibitions set forth in [these orders].” With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Sudanese Sanctions generally prohibited the export of services to Sudan from the United States.

The Burmese Sanctions

18. On May 20, 1997, President Clinton issued Executive Order No. 13047, which prohibited both new investment in Burma by U.S. persons and U.S. persons’ facilitation of new investment in Burma by foreign persons.

19. On July 28, 2003, President George W. Bush signed the Burmese Freedom and Democracy Act of 2003 (“BFDA”) to restrict the financial resources of Burma’s ruling military junta, and issued Executive Order No. 13310, which blocked all property and interest in property of other individuals and entities meeting the criteria set forth in that order. President Bush subsequently issued Executive Order Nos. 13448 and 13464, expanding the list of persons and entities whose property must be blocked. Executive Order No. 13310 also prohibited the importation into the United States of articles that are a product of Burma and the exportation or re-exportation to Burma of financial services from the United States, or by U.S. persons,

wherever located. The “exportation or reexportation of financial services to Burma” is defined to include the transfer of funds, directly or indirectly, from the United States.

DOJ Charge

20. DOJ has alleged, and SCB accepts, that its conduct, as described herein, violated Title 18, United States Code, Section 371, by conspiring to violate the International Emergency Economic Powers Act (“IEEPA”), specifically Title 50, United States Code, Section 1705, which makes it a crime to willfully attempt to commit, conspire to commit, or aid and abet in the commission of any violation of the regulations prohibiting the export of services from the United States to Iran, Libya, Sudan, and Burma.

DANY Charge

21. DANY has alleged, and SCB accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, “with intent to defraud, . . . 1. [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)] . . . or 4. [p]revent[] the making of a true entry or cause[] the omission thereof in the business records of an enterprise.” It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person or entity’s “intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof.”

SCB’s Iranian Conduct

The CBI Account

22. SCB provided banking services to Iranian clients starting in or about 1993. In early 2001, the Central Bank of Iran (the “CBI”) asked SCB to act as its correspondent bank with respect to international U.S.-dollar payments, including payments relating to oil sales by the

National Iranian Oil Company. At that time, the CEO of SCB's Iran representative office⁴ wrote a memo in support of expanding the CBI account, noting that "[t]o be the bank handling Iran's oil receipts would be very prestigious for SCB. In essence, SCB would be acting as Treasurer to the CBI/the country."

23. As part of the agreement, the CBI instructed SCB London to remove any reference to Iran in the SWIFT⁵ payment messages transiting through SCB New York. According to the CEO of SCB's Iran representative office, the CBI's "concern in all negotiations with SCB was not including their name in payment transactions." As one SCB employee wrote about the CBI account, "this account must remain completely secret to the U.S." While the CBI claimed that the reason was to avoid delays in processing payments,⁶ the CEO of SCB's Iran representative office explained in an interview with federal and state law enforcement authorities, that he believed the Iranians' real concern was that the U.S. government would gain information about the Iranians' business dealings if the payments were transparent.⁷ In essence, the CBI made clear to SCB that payment processing that showed the CBI's involvement in the transaction was not an option if SCB was to receive the business.

24. Prior to taking on the Iranian business, SCB Group's Legal Department consulted with external U.S. counsel, who opined that, with respect to U-turn transactions, it did not matter whether the information as to the Iranian origin or destination of the payment was specified in

⁴ SCB opened an Iranian representative office in Tehran in 1993. In 2005, the CBI granted SCB a license to open a branch in the Kish Free Trade Zone on Kish Island, Iran. The Kish Island branch opened in September 2005 but has never been fully operational. SCB has now closed the representative office and the Kish Island branch.

⁵ SWIFT is the Society for Worldwide Interbank Financial Telecommunications which is the international system to transmit payment messages with other financial institutions around the world, including U.S. correspondent banks. SWIFT messages contain various informational fields.

⁶ Delays may be caused when a payment message is stopped by a filter known as an OFAC filter, which is a software program designed, in part, to identify transactions involving sanctioned parties. Once the transaction is stopped, a bank employee manually reviews the transaction to confirm whether it is an impermissible payment or instead a false positive or an exempted/licensed payment.

⁷ As referred to herein, transparent payments generally reveal the originating party, the ultimate beneficiary, and all intermediate payment steps.

the payment messages to SCB New York. In a follow-up memorandum, however, that same external counsel wrote that the Iranian information could be removed from payment messages “as long as [SCB] New York otherwise knows or has the ability to know that such payments are of a type that are authorized under the ITR....” The external counsel concluded by stating, “it is advisable that [SCB] London and [SCB] New York between themselves agree to a standard operating procedure for such payments or that such payments be identified in a way that both [SCB] London and [SCB] New York may readily determine that such payments conform to and are consistent” with the ITR. Despite this legal advice, no such operating procedure was ever put into place.

25. The majority of the CBI’s payments were processed by SCB London as cover payments or serial bank-to-bank payments. Typically, a cover payment is executed through a combination of the two types of SWIFT messages: an MT 103 message, which is the de facto standard for cross-border customer credit transfers, and an MT 202 message, which is the de facto standard for bank-to-bank credit transfers. In a cover payment, an MT 103 is sent from the originator’s bank to the ultimate beneficiary’s bank, but the funds are actually transferred through the United States via an MT 202 to a U.S. correspondent bank. In a serial bank-to-bank payment, there is only a single payment message generated: an MT 202 to a U.S. correspondent bank.

26. As a general rule, at SCB London, the payment processing system automatically populated information about the ordering bank from the incoming payment message into Field 52 of the outgoing MT 202 message that was to be sent to SCB New York, which served as SCB London’s U.S. correspondent bank.⁸ To process the CBI’s payments without revealing their

⁸ According to SWIFT protocols in effect prior to 2009, Field 52 in a MT 202 was an optional field used to specify the financial institution of the ordering customer, when the customer was different from the sender of the message.

Iranian origin however, SCB London's payment processing team put in place "a special instruction to overtype the field 52 of the outgoing message to SCBLGB2L until we can educate [the CBI] to quote what we want."⁹ Later, SCB London provided specific instructions to the CBI to omit its unique SWIFT code in one field of its payment messages and to place SCB London's SWIFT code in another field to conceal the payment's origin. Specifically, an SCB employee wrote:

Dear [CBI Representative],
Based on SWIFT messages that we have received from you to date could we request that you make the following amendments to future messages as this will help us to process the messages more efficiently -
...
(2) MT 202 In Field 21, we suggest that you omit BMJITH as part of the reference. We are concerned that, as this is very close to your SWIFT code, there is a risk that our outgoing payment message may be rejected in New York if this is included.
Please place our SWIFT code, SCBLGB2L, in Field 52.
Thank you for your cooperation.
...
Kind regards,
[SCB London employee]¹⁰

27. As a result of this e-mail, the CBI began inserting SCB London's unique SWIFT code in field 52 of its MT 202 messages, as well as omitting BMJITH from field 21. Between 2001 and 2006, the CBI sent approximately 2,226 messages with a total value of \$28.9 billion to SCB London. These messages contained the SCBLGB2L code in field 52, and were sent onto SCB New York for processing either as a cover payment or serial bank-to-bank payment. These

SWIFT revised its messaging protocols in 2009 to ensure that originating and beneficiary data is included in all customer cover payments.

⁹SCBLGB2L refers to the unique SWIFT code for SCB London. The effect of the instruction was to mask the fact that the payment originated from the CBI, and instead made it appear that the message originated from SCB London. As a result, SCB New York (as well as any other intermediary bank in the U.S.) would have no way of knowing that the payment it was processing was on behalf of the CBI.

¹⁰ According to SWIFT protocols, Field 21 in a MT 202 message is used to contain a reference to a related transaction. As mentioned above, Field 52 in a MT202 is used to specify the financial institution of the ordering customer, when the customer is different from the sender of the message. BMJITH was a common reference term used by the CBI in its payment messages, which most likely referred to the CBI's full Farsi name, Bank Markazi Jomhuri Islami Tehran.

payments, while modified to prevent the U.S. clearing bank from recognizing them as Iranian-originated, were nonetheless compliant with the then-existent U-turn exemption.

28. In the instances in which the CBI failed to insert SCB London's SWIFT code in the payment messages, SCB London's payment processing staff did so manually. From 2001 through January 2007, in approximately 458 payment messages comprising \$2.3 billion of transactions, SCB London manually inserted its own SWIFT code into field 52. In addition to field 52, SCB London staff also removed any other Iranian references in the outgoing payment messages to New York. As one SCB employee explained, "Re the process for effecting [the CBI]'s payment instructions - field 52 (ordering institution) is quoted by [the CBI] in their MT202 as SCBLGB2L, if this is not done SCB London over-type field 52 as SCBLGB2L. This means there is no reference to [the CBI]." These payments, while modified to prevent the U.S. clearing bank from recognizing them as Iranian-originated, were nonetheless compliant with the then-existing U-turn exemption.

29. While both the cover and serial bank-to-bank payments for the CBI followed U-turn routing— that is, the transactions began and ended with a non-U.S. financial institution, and therefore qualified as a permissible transaction under the U-turn exemption, SCB employees believed that both affiliated and unaffiliated U.S. banks would not process any Iran-related transactions, legal or illegal, from SCB. Moreover, SCB employees believed that if Iran-related transactions were transparent, they would be subject to substantial delays despite the fact that the payments were lawful. The procedures for handling Iranian payments were designed to make sure the payments were processed in the United States quickly and with no delay.

The Additional Iranian Bank Business

30. In July 2003, SCB learned that a competitor was exiting the Iranian business completely. As a result, SCB sought to pick up this business and add U.S.-dollar accounts for five Iranian banks at SCB London: Bank Melli, Bank Sepah, Persia International Bank, Bank Saderat, and Bank Mellat. While SCB sought internal approvals to open accounts for the five banks, there were a number of discussions about whether payments sent through to SCB New York should be transparent. The five Iranian banks objected to transparency in payment messages sent to the United States.

31. As it had with the CBI business, prior to taking on the new Iranian business, SCB Group's Legal Department consulted with external U.S. counsel about whether Iranian payment messages to SCB New York needed to be transparent. In response, an attorney at one U.S. law firm, who had previously advised in 2001 that lawful U-turns transactions could be processed on an undisclosed basis as long as SCB New York was aware of them, wrote, "I should point out that permissible U-Turn transactions should be done on a fully disclosed basis, that is, SCB (London)... should disclose all details of the transaction. Not to do so could place SCB (New York) seriously in harm's way under the law and should be a condition for moving forward with any transaction."

32. Following the legal advice, SCB New York informed SCB Group that it would insist upon full transparency in payment messages. In response, SCB London informed SCB New York personnel that this process they were objecting to had been occurring for some time: non-transparent payment messages were already being processed for the CBI. For example, on October 17, 2003, an SCB London employee sent an e-mail to an SCB New York employee explaining the procedures to replace the CBI's SWIFT code with SCB London's code.

Specifically, the e-mail stated, “Please see below some examples of payments received from [the CBI] and how SCB London handles them. [SCB London employee]’s NOTE refers to how we avoid divulging the Iranian ordering party and replace SCBLGB2L as the ordering party.” When informed of the situation, the CEO of SCB Americas stated that “it is my understanding that we must cease and desist all these current transactions with Iranian customers that don’t fully disclose the remitter and beneficiary since it’s not a question of interpretation but rather is clearly the law as regards these types of transactions.”

33. As a result of SCB New York’s insistence on transparency, the CEO of SCB’s Iran representative office informed his SCB colleagues that a full transparency requirement “will be a deal breaker as well as impact our banking license request in Iran.”¹¹ Concerned about losing their Iranian business and due to conflicting legal advice, SCB requested advice from a second external U.S. law firm. In October 2003, the second U.S. law firm wrote, “[i]t is our view that these regulations require [SCB New York] to obtain information on the remitter and beneficiary to process U-turn transactions.” In response, SCB Head of the Middle East requested further discussion with the attorneys, “given the significant loss of business this opinion will cause to the Bank if confirmed.” Specifically, he asked whether, if SCB London provided full transactional details to SCB New York about Iranian payments, SCB New York would be obligated to pass that information along to other U.S. banks in the payment chain. In response, the second U.S. law firm wrote that while they were “unaware of any express requirement that would mandate that SCB NY pass along remitter and beneficiary information to the receiving bank,” the failure to do so “would potentially expose SCB NY to risk....”

34. In October 2003, an SCB employee sent an email to the head of the compliance and legal departments at SCB New York discussing SCB’s procedures for handling Iranian

¹¹ At this time, SCB was in the process of applying for its first bank branch in Iran.

payments in the context of bringing on the new business. The SCB employee wrote that SCB London had been processing non-transparent U-turns for the CBI and would continue to do so for the new Iranian banks. Another SCB employee informed SCB New York that SCB Dubai also used non-transparent payments for Iranian customers. Thus, the head of compliance and legal in New York knew of these practices as early as October 2003.

35. In January 2004, SCB made the decision to proceed with the Iranian business, but conduct “offshore due diligence” of the transactions at SCB London. As one SCB employee wrote in an e-mail in 2003, SCB New York’s Head of Legal “would be comfortable with the proposed course of action but on the basis that the Group was only processing legitimate U-turn transactions and a rigorous vetting process was in place.” Another SCB London lawyer wrote, “[SCB New York Head of Legal] is happy with leaving the originator swift code field blank. This is on the basis that London are responsible for the OFAC checks...But this is something he would not say in writing.”

36. In making the decision to acquiesce to the Iranians’ request for non-transparency, SCB understood that there was potential risk. As one of the SCB lawyers wrote:

There is a view within SCB that it would be very unlikely that the current method of processing u-turns would come to the attention of US regulators, as all the evidence would be offshore and that while SCB as a group remains confident, and has procedures in place outside SCB NY, to ensure that only compliant u-turns are allowed, any potential breach would be one of form rather than substance and treated leniently.

...

if the US authorities do indeed find a breach in the method of processing u-turns there is no guarantee they will treat it as an isolated or minor incident. Taken with other issues which have come up in the past there is a risk that they may decide that a severe penalty is appropriate.

37. To process the five new Iranian banks’ payments, SCB London operations personnel initially decided to replace the Iranian banks’ SWIFT code with that of SCB London,

as SCB London was already doing with the CBI. When a senior lawyer with SCB London learned of this, he objected to the practice, however, stating that “clearly that is not satisfactory.” He stated that the practice of replacing the CBI’s SWIFT code with SCB London’s code could be misleading, “because a US bank would be getting false information.” Instead, it was agreed that the Iranian SWIFT bank code would be replaced with a “.” in the payment messages to SCB New York, which he considered the same as leaving it blank. The final procedure (which SCB referred to as “repairing”) for processing Iranian payments instructed SCB London’s payment processing staff to:

Ensure that if the field 52 of the payment is blank or that of the remitting bank that it is overtyped at the repair stage to a “.” This will change the outgoing field 52 of the MT103 to a field 52D of “.” (Note: if this is not done then the Iranian Bank SWIFT code may appear - depending upon routing - in the payment message being sent to SCBLUS33).¹²

SCB London’s payment processing staff screened all outgoing payment messages against a list of OFAC-sanctioned entities maintained by SCB London.

38. On February 13, 2004, SCB London opened all five Iranian USD accounts. The accounts operated in this non-transparent manner - that is, using the “repairing” procedure - until approximately May 2006. During this time period, SCB London processed 2,708 payment messages, comprising a total of \$41.6 billion, in which the incoming message contained SCB London’s SWIFT code, and the SCB London employees replaced the code with a “.” in the outgoing message. Moreover, SCB London received an additional 2,481 messages, comprising a total of \$37.9 billion, in which field 52 was blank or included a reference to an Iranian bank, and SCB London employees inserted a “.” in the outgoing message. Like the payments for the CBI, SCB London processed the payments as both cover payments and serial bank-to-bank transactions. The vast majority of these payments, while modified to prevent the U.S. clearing

¹² SCBLUS33 is the SWIFT code for SCB New York.

bank from recognizing them as Iranian, nonetheless complied with the then-existent U-turn exemption.

39. In addition to the U-turn compliant payments, however, there were also approximately 99 payments totaling \$7.4 million in transactions from SCB London for Iranian banks that either terminated in the United States, in violation of IEEPA, or otherwise had a U.S. connection.

Iranian Business at SCB Dubai

40. In addition to the CBI and the five Iranian banks at SCB London, SCB Dubai conducted Iranian business, for both Iranian banks and Iranian corporate customers. To process these transactions, SCB Dubai received incoming payment instructions as either SWIFT payment messages or payment orders. SCB Dubai then typically processed the transactions as cover payments, which were the standard format in SCB Dubai for all customer payments in currencies foreign to the destination country regardless of the country of origin of the customer. The first SWIFT message, a MT 103, was a payment message to a non-U.S. bank informing them of an incoming U.S.-dollar payment on behalf of the Iranian customer; the second SWIFT message, a MT 202, was a cover payment sent to SCB New York for processing. The cover payment messages sent to New York did not contain any references to the Iranian origin of the payments as was usual for all cover payments at that time.

41. Upon learning of the use of cover payments for Iranian accounts at SCB Dubai, SCB's Regional Head of Financial Crime Risk wrote in 2003, "I received this memo below and I am concerned that we might be breaking the sanctions. We may not be exactly breaking the law, but we may be breaking the spirit of the law and may possibly get our NY branch into hot

water.” Despite these concerns, SCB Dubai’s practice of using cover payments for customer payments in currencies foreign to the destination country, including Iranian accounts, continued.

42. From 2001 through 2007, approximately \$3.9 billion of non-transparent Iranian transactions were sent from SCB Dubai through SCB NY. The vast majority of these payments, while undetectable as Iranian payments to the U.S. clearing bank, were nonetheless compliant with the then-existent U-turn exemption.

43. However, in addition to the U-turn compliant payments, there were also at least \$13.4 million in transactions from SCB Dubai involving Iranian entities that terminated in the United States, or were otherwise connected with the United States, in violation of IEEPA.

Total SCB Iranian Business

44. In total, from 2001 through 2007, the vast majority of SCB’s business dealings with Iranian clients, approximately \$241.9 billion, consisted of sending U.S.-dollar denominated payments through SCB New York to other foreign banks, and therefore complied with the then-existing U-turn exemption. In addition to the U-turn compliant payments, there were also \$23.0 million in transactions SCB processed for Iranian customers that terminated in the United States, or were otherwise connected with the United States, in violation of IEEPA.

SCB’s Libyan, Sudanese, and Burmese Conduct

The Dromos Initiative

45. In addition to the business with Iran, SCB conducted business involving other sanctioned countries, including Libya, Sudan, and Burma, primarily from SCB London and SCB Dubai. Most of these payments were processed using the cover payment method and began and ended with a non-U.S. financial institution. Unlike the ITR, however, there was no U-turn exemption for payments related to any other sanctioned country. Therefore, all payments for

these countries, including those that followed U-turn routing, were prohibited by U.S. law, unless specifically licensed by OFAC.

46. In 2002, SCB sought to implement a policy change, known as the Dromos Initiative, which would end the use of cover payments for U.S.-dollar customer payments. The purpose of the Dromos Initiative was to increase fees earned by sending only serial payments through SCB New York, since SCB New York could charge customers more for sending an MT 103 message than an MT 202.

47. A consequence of the Dromos Initiative was the exposure of SCB's cover payment method for payments involving sanctioned countries, some of which were on behalf of charitable organizations and the U.K. government. Prior to Dromos, these payments were sent using the cover method, which ensured that U.S. banks received only the MT 202 message, which did not include originator or originating bank information. Dromos required the use of a single MT 103 message to the U.S. banks. The MT 103 message was required to contain the originator and originating bank information, and thus were transparent to U.S. correspondent banks. Indeed, SCB bank managers recognized that implementing Dromos would likely result in the rejection of U.S.-dollar payments on behalf of or to such customers involving sanctioned countries by U.S. correspondent banks. Thus, payment processors were expressly directed *not* to use the Dromos method for U.S.-dollar payments relating to Iranian banks, the U.K. government, and charitable and development organizations in sanctioned countries. Moreover, payment processors used non-Dromos for other sanctioned organizations.

48. For example, in a late 2002 e-mail to bank managers and payment processors, one senior SCB London manager stated the following about processing payments for government and development organizations doing business with sanctioned countries:

A problem that was raised [in using DROMOS] is the fact that SCB London effect payments into Sudan, Libya, Iraq and North Korea. These are countries with sanctions placed on them by USA but not UK. If we send USD MT100s direct to SCB NY for beneficiaries based in these countries there is a high risk that under OFAC the payments will be rejected / frozen. In the circumstances payments into these countries must continue to be handled as they are no i.e. with direct MT100 to the beneficiary bank and only MT202 cover to SCB NY.

49. In the same e-mail, the senior SCB London manager instructed another bank manager to ensure that payment processors not process such payments through the United States to or from sanctioned countries via Dromos. Thus, SCB instituted a limited internal practice of using cover payments for certain kinds of sanctioned customer payments, even as it globally informed its employees, on numerous occasions, that violating OFAC regulations could result in criminal charges. In that e-mail, the SCB London manager stated that Dromos should be implemented for corporate customers and that they would “wait to see how Dromos effects them.”

The Blocked Libyan Payment

50. In June 2003, an employee in SCB London’s payments department received a payment request from the British Foreign and Commonwealth Office to remit U.S.-dollar funds to the British embassy located in Tripoli, Libya. In an effort to comply with the Dromos Initiative, the SCB London employee did not send the payment via the cover method; rather, the payment was sent to SCB New York via one single payment message that indicated that the payment was destined for Libya, a U.S. sanctioned country at the time. The payment was detected by SCB New York’s OFAC filter and blocked. In the process of attempting to have the payment released, the SCB London employee explained to a bank manager that:

As we are aware that there are US sanctions against Tripoli, the *correct procedure* [emphasis added] would be to remit the USD . . . to New York with no mention of the beneficiary or their bank. A separate MT100 instruction would then be sent . . . to apply the funds . . . for the beneficiary’s account. Instead, due to the new

DROMOS procedures which state that all payments should be sent via SCB New York, a MT100 was sent to New York quoting the full beneficiary details.

The SCB London employee ended the e-mail by explaining that:

I have reeffected the payment today using the correct payment method and I will be debiting the cover from the potential loss account until such time that we received the funds back from New York.

As reflected in this email, rather than wait for an investigation and possible OFAC license, SCB simply resubmitted the blocked payment via the “correct” method with the offending payment details stripped, or “repaired.”

51. This incident so concerned SCB New York employees that a senior SCB New York manager sent an e-mail to a supervisor in SCB London stating:

I trust by now that [senior compliance officer] has discussed with you the recent US\$ transfer that SCB London was trying to make to Libya and that we caught and stopped. Many of the issues surrounding this transaction have caused us serious concerns about the overall state of awareness by our sister units of the US legislation regarding dollar transfer to certain locations and in particular, evidence that it may be ignored as a matter of practice by some of our units.

52. An internal investigation conducted by a SCB London lawyer was commenced regarding the “correct procedure” for the re-effected payment. At the outset of the internal investigation, the SCB London lawyer noted in an e-mail that “[SCB London’s Head of Operations] confirmed to me that the practice of routing payments to OFAC sanctions targets in this manner is a common one in London.”

53. In response to the lawyer’s e-mail, SCB London’s Head of Operations wrote, “I do not recall using these words or in that context. For example, I would suggest ‘payments being common’ [sic] cannot possibly be correct. I think the whole issue would be better dicussed [sic] verbally.” Following the verbal discussion with the SCB London Head of Operations, the SCB London lawyer concluded:

There is no “procedure” in London for avoiding the OFAC filter.... There is no departmental operating instruction (“DOI”) directing SCB UK to avoid the OFAC filter and providing guidance on how to do it. At worst there is an informal practice, that may have been used infrequently.

54. The SCB London payment processors incorrectly believed that the payment was lawful because it was being processed on behalf of the U.K. government. The reference to a non-transparent payment process, however, caused concern among SCB New York employees.

55. At SCB New York, the Head of Legal wrote an e-mail explaining that as a result of the blocked Libyan payment, “SCB NY became aware for the first time that SCB UK has a process for avoiding SCB NY’s OFAC filters.” The SCB New York lawyer went on to note that the internal investigation led by the SCB London lawyer revealed no widespread practice or procedure for circumventing SCB New York’s OFAC filter via cover payments. During the course of the investigation, however, SCB New York learned there were six additional prior payments to the British embassy in Libya, five of which were sent through SCB New York via non-transparent cover payments. SCB never attempted to get a license for the payments.

56. During the internal investigation into the Libyan payments, senior bank managers and internal lawyers drafted a “Global Broadcast” that would remind all SCB branches worldwide of OFAC requirements. One internal lawyer memorialized the “action points” in a meeting with senior bank managers — “[w]e need to revise the existing GIC [Global Instruction] with respect to US\$ payments to OFAC countries.”

57. On August 11, 2003, the Global Broadcast was sent. It stated:

The Bank should not process any US Dollar denominated transactions for any OFAC designated party, unless the Bank has a written license from OFAC authorizing that transaction or US counsel has advised that the transaction is permitted by OFAC...Disciplinary steps will be taken against staff that breach this policy.

SCB's Letter to OFAC

58. At about the same time SCB was revising its global instructions on U.S. sanctions, senior bank managers and internal and external lawyers were discussing how to get the blocked payment released as well as how to inform OFAC of the potential sanctions breach. As a result, SCB New York decided to approach OFAC to obtain licenses for the Libyan transactions relating to payments on behalf of the U.K. embassy staff. One such payment had been blocked and the funds frozen. As noted, that payment had been re-submitted via the cover payment and the funds successfully transferred to Libya. In applying for the license, SCB did not reveal to OFAC that it had already re-sent the blocked payment via the cover method in contravention of sanctions.

59. As a result of this omission, SCB and SCB New York senior bank managers and lawyers, along with the assistance of an external U.S. lawyer, self-reported this matter in a letter to OFAC setting out the history and purpose of all the eight Libyan payments, including the re-submission of the blocked payment by a cover payment. The letter included the following statements to OFAC:

SCB (London) has advised us that, while all eight payment instructions were in conformity with UK law, the use of cover payments was contrary to Standard Chartered Bank's global instructions relating to OFAC sanctioned countries that would have precluded the initiation of such cover payment instructions. We are told by SCB (London) that the foregoing [eight Libyan-related payments] constitutes an isolated case effected in good faith for the UK Government on the belief that such payments were in accordance with applicable law. Further SCB (London) has advised that pending OFAC's issuance of a license to SCB (NY), all further payments related to the British Embassy in Libya will be effected in pounds sterling.

SCB (NY) has made it very clear that it considers the foregoing activity to be unacceptable and that no similar actions relating to remittances on behalf of the UK Government or any other person should be taken for whatever reason because such actions are contrary to the policies and procedures of SCB (NY), and they potentially place SCB (NY) unknowingly in harm's way. To further remind all

branches of their obligations, the Bank's Group Head of Legal and Compliance has sent a group-wide notification reminding SCB operations across the world of their obligations with respect to USD payments under OFAC economic sanctions programs.

60. These statements were misleading in the following two ways. First, the letter claimed that the use of cover payments was “contrary to Standard Chartered Bank’s global instructions relating to OFAC sanctioned countries.” In fact, SCB used the cover payment method to effect billions of dollars in payments, lawful and unlawful, through SCB New York originating from or for the benefit of customers in Iran, Libya, Burma and Sudan—all U.S. sanctioned countries; and continued to do so in the years following the letter. Second, the letter described the eight Libyan payments as an “isolated case.” However, prior to sending the letter, SCB effected 70 Libyan-related cover payments between 2001 and 2003 for approximately \$12.1 million. Moreover, senior bank managers and internal lawyers learned about the use of cover payments for sanctioned countries *before* the letter was sent to OFAC.

61. Contemporaneous communications from within SCB Group and SCB New York demonstrate that the bank’s senior management recognized that some of the representations in the OFAC letter were misleading. For example, a senior bank manager in SCB’s Wholesale Banking Legal and Compliance Department expressed concern over the truthfulness of certain statements in the letter to OFAC during the drafting process, acknowledging that the use of cover payments was a long-standing feature of the banking practice and SCB had not changed its method of routing payments. Another SCB London employee also noted that there was no SCB Group policy that prohibited the use of cover payments from or for the benefit or sanctioned customers.

62. Nevertheless, the letter was sent to OFAC on August 12, 2003, stating that “the use of cover payments was contrary to Standard Chartered Bank’s global instructions relating to

OFAC sanctioned countries that would have precluded the initiation of such cover payment instructions.”

SCB’s Continued Cover Payment Business

63. Two days before the letter was sent to OFAC, a payment from the World Health Organization, an SCB London customer, was sent through SCB New York, to the Myanmar Foreign Trade Bank, a SDN, and was effected via the cover method. The payment was not detected by SCB New York. In addition, as noted above and detailed below, cover payments related to sanctioned countries and entities continued on occasion for the next three years.

64. Senior bank managers and internal lawyers investigated why the Burmese payment was effected via cover and not via the Dromos method (one single payment message that included all of the payment details).

65. An internal lawyer noted his findings.

My enquiries of the staff in [SCB London] have not been satisfactory. The individual handling the payment referred me to his team leader who expressed the view that at that time the team took the view that any payment that could conceivable give rise to an *OFAC problem* (emphasis added) should always be dealt with non-dromos

66. After sending the letter to OFAC claiming that SCB did not process cover payments related to sanctioned countries, SCB knowingly and willfully continued to process payments related to sanctioned countries via the cover method so that the payments would not be detected by SCB New York. For example, prior to and after the letter was sent to OFAC, SCB knowingly and willfully transacted millions of dollars in unlawful payments related to Sudan through the U.S. via the cover method.

67. Prior to sending the OFAC letter, SCB sent 70 cover payments, with a total value of \$12.1 million, through SCB New York related to Libya. Subsequent to the OFAC letter, SCB

sent an additional 62 unlicensed cover payments, with a total value of approximately \$150,000, through SCB New York related to Libya. The cover payments related to Libyan transactions stopped when the Libyan sanctions were lifted in 2004.

68. Regarding Sudanese transactions, prior to the letter sent to OFAC, SCB sent approximately 71 cover payments, with a total value of \$15.9 million through SCB New York related to Sudan. After the letter to OFAC, SCB sent approximately 217 cover payments, with a total value of \$79.3 million, through SCB New York related to Sudan.

69. Regarding Burmese transactions, SCB sent a total of 11 payments, with a total value of approximately \$790,000, through SCB New York related to Burma. All of these cover payments occurred after the letter was sent to OFAC stating that cover payments were not used for payments related to sanctioned countries.

70. In addition to the payments related to sanctioned countries, SCB processed U.S.-dollar payments using the cover payment method involving SDNs as well. Specifically, from 2001 through 2007, SCB predominantly used cover payments to process 116 U.S.-dollar transactions, with a total value of \$9.9 million, involving SDNs through the United States. Thus, SCB's use of cover payments in part had the specific effect of depriving its U.S. correspondents, as well as U.S. regulatory and law enforcement officials, of information pertaining to transactions undertaken by SDNs.

71. As a result, SCB engaged in prohibited U.S.-dollar transactions without being detected by U.S. financial institutions, including SCB New York, regulators, or law enforcement authorities, and caused U.S. financial institutions, including SCB New York, to process transactions that otherwise should have been rejected or blocked.

SCB's Trade Finance Business

72. SCB London also processed certain prohibited trade-finance transactions involving banks and importers or exporters from countries subject to OFAC sanctions. These trade finance transactions included import and export letters of credit, inward and outward documentary collections, and guarantees. These transactions involved USD payments and/or the export of goods originating in the U.S. to sanctioned countries. Among the payments processed by SCB London in connection with these trade-finance transactions were 56 payments with an aggregate value of approximately \$46 million involving a Sudanese SDN.

SCB's Written Agreement and Lookback

73. As mentioned above, SCB holds a banking license issued by the state of New York to operate as a foreign bank branch in New York, New York. SCB New York primarily conducts a U.S.-dollar clearing business, but also provides other wholesale banking services. Pursuant to Section 3105(c) of Title 12 of the United States Code, SCB New York is subject to examination by the Federal Reserve Board. Moreover, pursuant to New York State Banking Law Section 10, SCB New York is subject to examination by NYSBD, which is now incorporated into DFS, as well.

74. In November 2003, a joint examination of SCB New York was conducted by the FRBNY and the NYSBD. In its final report to the bank, the FRBNY and NYSBD concluded that “[t]he monitoring of funds transfer activity was found to be ineffective against safeguarding against legal, reputational and compliance risks associated with suspicious and unusual activity in U.S. dollar funds transfer.” Moreover, the report stated, “[t]he identification and control of risk exposures is lacking, and considered far below the level expected for a high-risk profile institution such as SCNY.” The examiners also noted, “we view the condition of the [Bank

Secrecy Act/Anti-Money Laundering] compliance framework as inadequate, especially in view of the large volume in U.S. dollar clearing business and the high-risk nature of a large portion of the underlying accounts.” Finally, the report concluded by stating that:

We have shared our concern with head office and branch senior management regarding the high level of risk exposure to Standard Chartered Bank due to these inadequacies. Management has responded by promising its full attention to this matter and started a plan of corrective action. A prompt and satisfactory resolution of the deficiencies is of utmost importance, and we expect both the head office and branch management to assign this situation the highest priority and provide full support to the plan.

75. As a result of the deficiencies identified in the 2003 examination, the FRBNY and NYSBD entered into a Written Agreement¹³ with SCB Group and SCB New York on October 7, 2004 (hereinafter “the Written Agreement”). The Written Agreement was signed by the then Chief Executive of SCB and the then CEO of SCB Americas. The Written Agreement noted that:

the Bank and the New York Branch are taking steps to enhance due diligence policies and procedures relating to the New York Branch’s funds transfer clearing operations and correspondent accounts for non-U.S. banks and are addressing risks associated with these lines of business, including legal and reputational risks, by implementing industry sound practices designed to identify and effectively manage such risks.

76. As part of the Written Agreement, SCB and SCB New York agreed to do a look-back review of the branch’s activity from July 2002 to September 2004 (hereinafter “the Lookback”) to determine if there was any suspicious activity which should have been reported pursuant to Federal Reserve and New York state banking regulations. Specifically, the purpose of the Lookback was to detect money laundering and other suspicious activity, rather than OFAC violations, though OFAC elements were incorporated into the screening methodology as

¹³ A Written Agreement is a public enforcement action by which the regulators have identified several areas of concern about the bank’s operations, and the bank agrees to take remedial steps to correct the regulators’ concerns.

described further below. The scope of the Lookback covered all accounts and transactions “at, by, or through” SCB New York during the Lookback period.

77. The work plan (the “Work Plan”) SCB/Deloitte submitted to the FRBNY and NYSBD in November 2004 focused on a risk-based assessment of AML deficiencies in SCB New York’s correspondent banking services. One aspect of the work plan discussed screening SCB New York’s wire payment data against the OFAC list of sanctioned countries and SDNs. The first monthly progress report, submitted in December 2004, discussed in detail the methodology for assessing the money laundering risks represented in the data. The report expressly listed a number of categories to be included in the risk assessment. The criteria for “Country/Jurisdiction Risk Ranking” included “OFAC sanctioned countries” and “Terrorist Financing Sponsors/Financiers.” The criteria for “Customer Risk Ranking” included “OFAC SDN and Blocked Persons List.” Despite this detailed risk-rating methodology agreed to by the regulators and the bank, which should have identified all payments involving OFAC sanctioned countries, billions of dollars of transactions were not disclosed. Moreover, SCB did not disclose to the regulators that SCB New York was processing non-transparent payments for customers in sanctioned countries during the Lookback period. Instead, SCB limited its review and report to only transactional information available to SCB New York. As a result, approximately \$88.0 billion of non-transparent Iranian U.S.-dollar transactions that passed through SCB New York during the Lookback period were not included in the review. As one FRBNY examiner explained in an interview with federal and state law enforcement authorities, “the FRBNY was misled, and the Lookback did not meet its objective because SCB may have eliminated some of the suspicious transactions.”

SCB's Lookback Methodology

78. On October 27, 2004, SCB contracted with Deloitte and Touche, LLP (“Deloitte”) to work with SCB staff to review SCB New York’s wire activity as part of the Lookback. To review the millions of wires processed at, by, or through SCB New York during the Lookback period, SCB and Deloitte devised a methodology to identify potentially suspicious activity. One of the methods for segmenting the data was whether the wire transfer involved a “high-risk jurisdiction.” The SCB/Deloitte plan identified high-risk countries as, “OFAC, Non-Cooperative Countries and Territories (‘NCCTs’), UN Sanctioned Countries, Money Laundering, Terrorist Financing.” SCB/Deloitte proposed that:

Wire transfer activity will then be analyzed for countries that have been designated high risk jurisdictions. The countries involved in the transaction will be determined based on the country of domicile of the customer as well as the country information that is included within the transaction (Originator, Originator Bank, Sending Bank, Beneficiary and Beneficiary Bank).

Thus, if the wire transfer contained a reference to an OFAC sanctioned country in any of the fields mentioned above, it would be designated as relating to a high-risk jurisdiction. Accordingly, “OFAC Sanctioned Countries” were weighted as a 5, the highest rating in SCB/Deloitte’s risk rating methodology. Moreover, pursuant to SCB/Deloitte’s methodology, a transaction containing a reference to an OFAC sanctioned country generated an automatic alert, which led to the transaction automatically being reviewed by the Lookback team. By contrast, “all SCB branches and affiliates maintaining an account with SCB NY are categorized with the same risk level of zero.”

79. The payment data contained in the systems of SCB New York had few, if any, references to sanctioned customers, Iranian or otherwise. This was because the data that would have caused an alert – originator or originating bank information – had been stripped from the

payment messages by SCB's offshore affiliates. The stripped data was not contained in the records of SCB New York. During the Lookback review, SCB did not volunteer the data or inform the regulators of its policy of using cover payments or repairing payment messages on behalf of customers in sanctioned countries, despite the involvement of high-level SCB executives with knowledge of this information.

80. On January 10, 2005, pursuant to the Written Agreement, SCB and SCB New York submitted their December Progress Report to the FRBNY and NYSBD. In the report, SCB and SCB New York explained that the Lookback team had identified approximately 16 million relevant payment messages during the Lookback time period. Of the 16 million messages, 5.5 million, with a total value of \$4.0 trillion, represented customer transactions, while 10.5 million messages, with a total value of \$35.5 trillion, represented bank-to-bank transactions. The report noted that all the payment messages, both customer and bank-to-bank, were parsed by the country listing in eight different fields of the wire transfer: "beneficiary bank address, beneficiary address, credit party address, debit party address, intermediary address, ordering bank address, originator address, and sending bank address." In appendix A of the report, SCB listed the "top countries by number of transactions for addresses where the country/jurisdictions have been identified for each of the eight (8) address fields." Appendix A of the report comprised eight tables, one for each of the address fields, and listed top twenty countries for each field. Iran was not listed in any of the eight tables, despite the fact that, pursuant to the Work Plan SCB/Deloitte submitted to the FRBNY, it should have been.

81. To analyze the payment messages, SCB first reviewed SCB New York's customer transactions, and then reviewed its bank-to-bank transactions.¹⁴ With respect to customer

¹⁴ SCB identified the transactions by the SWIFT payment message type used. Customer transactions were defined as SWIFT MT 100 series message types, while bank-to-bank were defined as SWIFT MT 200 series message types.

transactions, SCB/Deloitte provided the regulators with an overview of the total number of customer transactions by country which passed through SCB New York during the Lookback period. The table included in the February Progress Report listed two hundred and twenty-eight countries along with their corresponding country risk rating, number of originators, number of originating transactions, total origination amount, number of beneficiaries, number of beneficiary transactions, and total beneficiary amount. The table included a listing for Iran, in which SCB/Deloitte reported that there were approximately \$172 million worth of identified originating transactions, and \$118 million of beneficiary transactions. The Iran entry, along with the entries for Cuba, Iraq, and Sudan, were accompanied by double asterisks, however. At the end of the table, it stated the following:

Note**: Cuba, Iran, Iraq (till 5/22/2003) and Sudan are OFAC comprehensive sanctions list. This assignment of customers to these countries may have been in error due to the country extraction process from the address fields. For example, if an address field has only the word 'Miranda', this address potentially may have been mis-assigned to Iran as the country name is embedded in the address field.

In sum, SCB/Deloitte reported that there were at most only \$172 million worth of originating Iranian customer transactions and \$118 million of beneficiary Iranian customer transactions that passed through SCB New York, and that those figures may have been overstated. The partner at Deloitte who was leading the Lookback project explained in an interview that the purpose of the asterisks was to note that these transactions may have been a “false hit.”

SCB's Lookback Results for Customer Transactions

82. After identifying the universe of customer transactions, SCB/Deloitte applied its risk-rating methodology to determine which of the customer transactions merited further review by the Lookback team for potential suspicious activity. In its March 2005 Progress Report to the FRBNY and NYSBD, SCB/Deloitte reported the results of its risk-rating methodology applied to

the customer transactions. In total, SCB/Deloitte's risk-rating methodology resulted in approximately 27,155 alerts requiring further review by the Lookback team. In its March Progress Report, SCB/Deloitte segmented the alerts by country, and reported two hundred and twenty-three countries from which alerts had been generated. While SCB/Deloitte reported alerts generated from OFAC sanctioned countries such as Libya, Burma, and Syria, no alerts were generated for transactions involving Iran.

83. Since the methodology was supposed to automatically generate an alert on any transaction involving a sanctioned country, the absence of any Iranian transactions in the March Progress Report indicated that there were no Iranian customer transactions. Moreover, as the partner at Deloitte who was leading the Lookback project explained, a logical reading of the results was that the Iranian payments with the double asterisks that had been disclosed as part of the total universe of customer payments in the prior monthly report to the regulators were in fact "false positives."¹⁵ At the same time, data contained in SCB's offshore centers revealed that SCB New York had processed \$92.5 million in Iranian customer payments.

SCB's Lookback Results for Bank-to-Bank Transactions

84. Following the analysis of the customer transactions, SCB/Deloitte examined the bank-to-bank transactions which occurred at SCB New York during the Lookback period. In the July Progress Report, SCB/Deloitte reiterated that they would provide the regulators information about all suspicious bank-to-bank payments. The bank-to-bank payments were subdivided into standard bank-to-bank transfers and cover payments. With respect to bank-to-bank transactions, SCB/Deloitte wrote, "[a]s stated previously, since there is limited information provided in the

¹⁵ In the Final Consultant's Report given to the regulators at the end of the Lookback in October 2005, SCB/Deloitte included the customer transactions universe table from the February Progress Report with Iran listed with the double asterisks, as well as the table of alerts by country from the March Progress Report, which indicated no alerted transactions involving Iran.

bank-to-bank transactions, all potentially high risk transactions conducted by particular banks in specific jurisdictions will be included in a report detailing the findings.” SCB/Deloitte stated that they would provide “a listing of all bank pairings where the transactions involved high-risk countries/jurisdictions.”

85. The regulators continued to focus on the risks associated with customer payments, asking SCB New York to focus on covers for customer transactions as opposed to true bank to bank payments. For example, at a meeting in May of 2005, a regulator asked whether SCB New York could divide the bank to bank data into “pure bank to banks” and cover payments. In response, an SCB New York employee stated, “we will review the financial institutions involved in the transactions to determine the level of risk [the] institution presents to SCB [and] will review the dollar amounts, country/jurisdiction to further enhance our ‘risk-based’ approach.”

86. With respect to cover payments,¹⁶ SCB/Deloitte informed the regulators that where there was information about the underlying transaction, such as the originator or beneficiary information, the customer information was reviewed pursuant to the methodology used for the customer transactions. Where such information was not available, SCB/Deloitte explained that “the team will identify the banks and countries involved in the transactions for both ‘for further credit’ and ‘cover’ payments transactions and submit a report summarizing the bank pairings (debit/credit parties) and country patterns found within these transactions.” As one SCB New York employee involved in the Lookback explained to the regulators:

¹⁶ The FRBNY and NYSBD regulators asked whether SCB/Deloitte would be identifying cover payments. One of the FRBNY examiners provided search terms that could be used to identify cover payments, including “‘Cover’, ‘cvr’, ‘MT10’, ‘MT 10’, ‘MT-10’, or ‘PUPID.’” SCB/Deloitte used the examiner-provided terms to search for potential cover payments passing through SCB New York, but failed to disclose that SCB London payments system generated the term “CO” to identify cover payments. As one SCB London employee wrote on April 4, 2003, “The only way that you can tell that the MT202 being sent to SCBLUS33 is a cover payment is the inclusion of the letter ‘CO’ at the end of the field 20 line....” As a result of this failure to disclose this coding system, SCB/Deloitte failed to identify \$58.8 billion of additional cover payments.

For cover payments, direct messages go through the banks involved in the transactions, which makes it difficult to determine what the funds will be used for. However, we will review the financial institutions involved in the transactions to determine the level of risk that institution presents to SCB. Additionally, we will review the dollar amounts, county/jurisdiction to further enhance our ‘risk-based’ approach.

87. In its final report, SCB/Deloitte reported the results of its review of the bank-to-bank transactions. The report had three tables which identified suspicious bank-to-bank transactions to the regulators. The first table listed potentially suspicious bank-to-bank transactions by country. There was no entry for Iran included in the table. The report also listed the suspicious bank-to-bank transactions by customer. No transactions on behalf of Iranian banks were included in the table. Finally, the report listed bank and country pairings where the total transaction dollars were greater than \$1 million over the transaction review timeframe for cover and further credit payments, and the top twenty banks with adverse information where the total transaction dollars were greater than \$1 million over the transaction review timeframe for standard bank-to-bank transactions. Once again, no Iranian banks were listed.

88. In total, there were approximately \$88.0 billion of non-transparent Iranian U.S.-dollar transactions which passed through SCB New York during the Lookback period, of which \$92.5 million were customer transactions, and the remaining were bank-to-bank transactions. Of the Iranian non-transparent bank-to-bank transactions, there were approximately \$25.0 billion of non-transparent serial bank-to-bank transactions, and \$63.0 billion of non-transparent cover payments. Despite this large volume of payments, nowhere in the monthly reports or the final Lookback report did SCB disclose its non-transparent Iranian business which passed through SCB New York to the FRBNY and NYSBD. Because SCB only reviewed wire information available to SCB New York, none of the non-transparent Iranian U.S.-dollar transactions that passed through SCB New York during the Lookback period were included in the review. As one

FRBNY examiner involved in the Lookback explained in an interview with federal and state law enforcement authorities, “[i]t was implicit that SCB New York did not do business with Iran because they were not in the report or discussed in the methodology.”

89. The partner at Deloitte who led the Lookback project explained in an interview with federal and state law enforcement authorities that, based on the methodology used by SCB/Deloitte, Iranian transactions should have been reviewed because they originated from a high-risk jurisdiction. Even if the Iranian payments were lawful U-Turn payments, the Deloitte partner stated that they should have generated an alert so they could have been validated as legitimate. Because the Iranian payments were non-transparent, however, many were risk-ranked as zero as they appeared to be coming from SCB London or SCB Dubai, rather than as automatic alerts involving an OFAC sanctioned country.

90. That Iranian payments were of concern to U.S. authorities was plainly evident to senior executives in New York and London during the same time period that the Lookback review was being conducted. For example, in an e-mail dated May 13, 2005, the Head of Operations at SCB New York sent an email to the CEO of SCB Americas and the SCB Group Head of Compliance in London bearing the subject line “ABN AMRO – VERY CONFIDENTIAL.” The e-mail stated:

Gents:

We have been informed from unofficial, off the record sources, that the consulting firm that is performing the transactional review at ABN Amro has uncovered and the bank has admitted, that their branch network was sending dollar payments through the New York office disguising the beneficiary of the transactions using cover payments.

We are told informally and off the record, that the Fed and Treasury Dept is planning on fining ABN tens of millions of dollars.¹⁷

¹⁷ ABN was a multi-national bank, headquartered in the Netherlands. On July 23, 2004, ABN entered into a Written Agreement with numerous regulators including the FRBNY and the NYSBD. During a look-back review

91. Prompted by this and other information about ABN AMRO Bank N.V. (“ABN”)’s non-transparent Iranian practices, SCB Group sought legal advice regarding its handling of Iranian transactions. From June 2005 through January 2006, two law firms advised SCB Group that the use of non-transparent payment processes, including cover payments, could expose SCB to regulatory action or criminal prosecution.

92. In its final report to the regulators in October 2005, SCB included an assessment of its OFAC Analysis. The analysis read as follows: “All transactions were screened against the OFAC/SDN list provided by D&T. Potential hits were identified and reviewed by the Bank’s OFAC Officer. The review concluded that the payments were either blocked and reported as required or were ‘false positives.’ As a result, no additional OFAC filings during the Transaction Review period were warranted.”

93. SCB did not provide complete information in the Lookback results with respect to reporting on the breakdown between customer payments and bank-to-bank payments, the volume of sanctioned country payments, and the number of alerts related to sanctioned countries.

SCB’s Internal Investigation

SCB’s Exit from the Iranian Business

94. In March 2005, the CEO of SCB Dubai noted that ABN was ending its U.S.-dollar business with Iran due to concerns raised by regulators in the United States. Specifically, he wrote that ABN was “worried about the treatment the bank is receiving inside [the] U.S. generally (Written agreement, etc.) and on assumption there may be a linkage with Iran or that in

mandated by the terms of the Written Agreement, it was discovered that ABN’s branch in New York was processing non-transparent payment messages sent by ABN’s global branch network for customers in sanctioned countries. On December 19, 2005, ABN entered into a consent cease and desist order with the regulators, including the FRBNY and NYSBD, and paid a combined civil monetary penalty of \$80 million to the regulators, OFAC, and the Financial Crimes Enforcement Network. On May 10, 2010, ABN entered into a deferred prosecution agreement with the United States Department of Justice and forfeited \$500 million in connection with its illegal conduct.

their judgement [sic] they might be going forward.” This information led to a bank-wide review of SCB’s sanctions compliance, and specifically SCB’s business with Iran.

95. As part of the sanctions review, an SCB Group lawyer contacted external counsel in the United States, who advised that “[b]ank regulators have been more active in taking enforcement actions against banks that do not have controls in place that are designed to identify suspicious activity taking place in or through U.S. banks.” The external counsel concluded by noting, “we understand that various bank regulators also have increasing interest in ensuring that banks are complying with the OFAC regulations and that they are not taking actions that could be viewed as having as their purpose the evasion of the OFAC regulations.” SCB also obtained advice from another U.S. law firm, which reaffirmed the view that “[t]he US authorities are taking very seriously apparent evasions by some banks of Libyan and Iranian sanctions by means of cover payments.”

96. In August 2005, SCB formed Project Gazelle, which was tasked with reviewing SCB’s business with Iran. As the Project Gazelle team reviewed the Iranian business at SCB London, concern grew as it became aware of the issue of removing Iranian references and replacing them with a “.” in the SWIFT payment messages, a process referred to earlier as “repair.” One SCB senior manager in the legal and compliance department wrote, “read in isolation, [the repair practice] is clearly a process designed to hide, deliberately, the Iranian connection of payments. I am concerned that, in the absence of any other effective, coherent, operational instructions, it would be difficult to resist the inference that the intention of the process is to enable payments to be made that are prohibited by the sanctions.” The SCB manager concluded by stating, “Even if we have robust, detailed, procedures for checking that all the criteria for a permitted U-turn payment are fulfilled, I do not believe that we should continue

the repair process, in view of its potential for misuse to mislead our New York branch, and the perception that it was designed for such purpose [sic].”

97. In November 2005, a memo prepared by the Project Gazelle team addressed to the Group Management Committee noted, “there is a clear risk that the repair process could be perceived as a deliberate measure to conceal the Iranian connection from SCB New York and therefore to evade their controls for filtering potential sanction-breaching payments.” Furthermore, “Even if the procedures in London/Dubai for checking each U-turn payment were very robust, US authorities may well view the repair process negatively, even if strictly lawful. In circumstances where a non-complying payment were made and discovered, the existence of the repair process would likely result in a heavier penalty than might otherwise be applied.” Despite these concerns, no decision was made at the time and the repair process continued at SCB London.

98. In January 2006, SCB Group again received advice from external U.S. counsel about the issue. In their advice, the U.S. lawyers wrote, “we have noted that there is great uncertainty at the moment as to whether anything less than full transparency in payment instructions sent to U.S. depository institutions on behalf of sanctioned banks could be construed by a prosecutor or regulator as intentional deception of a U.S. depository institution, even where SCB has taken reasonable steps to ensure that the payment would not breach the Iranian sanctions regime.” Moreover, the U.S. lawyers noted that the intentional removal of information “could raise issues under various sections of the U.S. criminal code relating to intentional misstatements or omissions of material information if sent to a U.S. depository institution.” The lawyers concluded by stating, “we cannot say that there is no risk that a U.S. prosecutor or

regulator would not try to argue that the foreign bank intentionally misled the U.S. clearing bank by not identifying the payment as one subject to the U.S. sanctions regime.”

99. As a result of this advice, in March 2006, SCB stopped the “repair” process, but continued to process transparent Iranian U-Turn payments pursuant to the U-turn exemption, which remained in force.

100. In September 2006, during an on-site examination of SCB New York by the FRBNY and NYSBD, a FRBNY examiner asked whether the bank was processing Iranian U-Turn payments. The SCB New York employees stated that the branch was, leading the examiner to ask for information about the volume and value of the U-Turn transactions. As a result of the request, SCB New York pulled information about the volume and value of the Iranian U-Turns processed in 2005 and 2006.

101. Upon reviewing the numbers, SCB New York employees were surprised at the dollar value of Iranian U-Turn transactions processed by the branch, as well as the apparent increase in the number of transactions from 2005. In response, the then-CEO of SCB Americas sent a detailed memo to his superiors at SCB explaining his concerns about SCB’s continued business with Iran. In the memo, the then-CEO of SCB Americas wrote:

We understand the Group’s current strategy is one of continuing to provide banking services to customers with legitimate business with Iran, doing business with significant, reputable Iranian corporates and providing U-turn arrangements for Iran’s major banks. Firstly we believe this needs urgent reviewing at Group level to evaluate if the returns and strategic benefits are...still commensurate with the potential to cause very serious or even catastrophic reputational damage to the Group. Secondly, there is equally importantly potential risk of subjecting management in US and in London (e.g. you and I) and elsewhere to personal reputational damage and/or serious criminal liability. Finally we risk limiting the Groups [sic] ability to exit the Written Agreement in a timely fashion with the resultant implications for our growth ambition and strategic freedom that goes way beyond just the US.

102. Prompted in part by the memo from the then-CEO of SCB Americas, on October 10, 2006, SCB made the decision to exit the Iranian business. As one SCB senior manager wrote, “it was decided that we should terminate our clearing and account services for Iranian banks.” As he further explained:

The catalyst for the call and the decision was a memo from [SCB Americas CEO] to [the Group Executive Director] reporting that the New York State Banking Department and the Federal Reserve Bank examiners had stated that they would be looking at Iranian U-turn transactions as part of their inspection commencing on 13 November and that the NY branch have been asked to submit to the regulators weekly information on the value and volume of Iranian U-turns processed in the New York Branch.

...

The decision was based on the increasing pressure being exerted on international banks to sever ties with Iran.

103. On October 30, 2006, SCB informed the FRBNY that it was ending its U.S.-dollar clearing activity for all the Iranian banks. The bank ended its U.S.-dollar activity by March 2007.

104. From August 2007, SCB suspended all new Iranian business in any currency.

SCB’s Self-Disclosure and Cooperation

105. Having previously informed the Financial Services Authority, its home country regulator in the United Kingdom, SCB approached federal and state authorities in January 2010 to self-report its conduct. SCB acknowledged and accepted responsibility for its conduct.

106. Throughout the course of this investigation, SCB has fully cooperated with U.S. authorities. SCB undertook a voluntary and comprehensive internal review of its historical payment processing and sanctions compliance practices, which has included the following:

- a. An extensive review of records, including hard copy and electronic documents;
- b. Numerous interviews of current and former employees;
- c. A transaction review conducted by an outside consultant, which included, but was

not limited to review of more than 150 million payment messages and trade transactions across various accounts related to OFAC-sanctioned countries, including an analysis of underlying SWIFT transmission data associated with U.S.-dollar activity for accounts of banks in OFAC-sanctioned countries;

d. A voluntarily waiver of the attorney-client and work product privileges with respect to legal advice concerning compliance with U.S. sanctions during the entire review period, including all the legal advice cited herein;

e. Regular and detailed updates to DANY and DOJ on the results of its investigation and forensic SWIFT data analyses, and responding to additional specific requests of DANY and DOJ;

f. Detailed written reports of the Bank's investigation;

g. An agreement to toll any applicable statutes of limitation; and

h. Making current and former SCB employees available for interviews by U.S. authorities.

SCB's Remediation

107. SCB has also taken voluntary steps to enhance and optimize its sanctions compliance programs, including by:

a. Terminating relationships with sanctioned banks and entities and closing its Iranian representative office and branch;

b. Substantially increasing personnel and resources devoted to sanctions compliance, including appointing a senior U.S.-based employee to oversee its sanctions screening compliance program;

c. Enhancing its U.S.-dollar transactions screening systems;

- d. Designing and implementing improved sanctions compliance training for all staff;
- e. Enhancing its global sanctions compliance policies and procedures, including a general prohibition on new transactions on behalf of U.S. designated terrorists, narcotics traffickers, or WMD proliferators in all currencies;

108. SCB has also agreed, as part of its cooperation with DANY and DOJ, to undertake the further work necessary to further enhance and optimize its sanctions compliance programs. SCB has also agreed to cooperate in DANY and DOJ's ongoing investigations into these banking practices. Furthermore, SCB has agreed to continue to comply with the Wolfsberg Anti-Money Laundering Principles of Correspondent Banking.

PX-29

DEFERRED PROSECUTION AGREEMENT

ING Bank, N.V. ("ING Bank") is a financial institution registered and organized under the laws of the Netherlands. ING Bank, by and through its attorneys, Sullivan & Cromwell LLP, and the District Attorney of the County of New York ("DANY") enter into this Deferred Prosecution Agreement (the "Agreement"). ING Bank agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice ("DOJ").

1. ING Bank agrees that it shall in all respects comply with its obligations under this Agreement.

2. ING Bank accepts and acknowledges responsibility for its conduct, and that of its employees, as set forth in the Factual Statement attached hereto as Exhibit A and incorporated herein by reference (the "Factual Statement").

3. As a result of ING Bank's conduct, as set forth in the Factual Statement, DANY has determined that it could institute a criminal prosecution against ING Bank pursuant to New York State Penal Law Section 175.10, and a forfeiture action against certain funds currently held by ING Bank, and that such funds could be forfeitable under New York State law. Therefore, ING Bank hereby expressly agrees to settle, and does settle, any and all criminal and forfeiture claims DANY has determined it could institute against those funds for the sum of \$619,000,000 (the "Settlement Amount"), half of which will be paid directly to DANY, to be distributed by DANY to the City and State of New York pursuant to New York State law.¹ The parties to this Agreement agree that the Settlement Amount will fully satisfy all claims presently held by

¹ Pursuant to a separate Deferred Prosecution Agreement with the United States, ING Bank has also agreed to pay separately \$309,500,000 to the United States for violations of Title 18, United States Code, Section 371, by conspiring to violate (1) Title 50, United States Code, Section 1705 (International Emergency Economic Powers Act, or "IEEPA"), and regulations issued thereunder, and (2) Title 50, United States Code, Appendix, Sections 1-6, 7-39, and 41-44 (Trading With the Enemy Act, or "TWEA"), and regulations issued thereunder.

DANY. ING Bank shall wire-transfer one half of the Settlement Amount (\$309,500,000) to DANY within five (5) business days of the date of court approval of the Deferred Prosecution Agreement with the United States.

4. In consideration of ING Bank's voluntary cooperation with this investigation, its remedial actions to date, and its willingness to: (i) acknowledge responsibility for its actions; (ii) voluntarily terminate the conduct set forth in the Factual Statement prior to the commencement of DANY's investigation; (iii) continue to provide to DANY substantial cooperation, as detailed in the Factual Statement; (iv) engage in remediation and training as outlined in Paragraph 14; and (v) settle any criminal claims currently held by DANY for any act within the scope of or related to the Factual Statement or this investigation; DANY agrees as follows:

(a) that it shall defer prosecution of ING Bank for a period of eighteen (18) months from the date of this Agreement, or less at the sole discretion of DANY. DANY shall not prosecute ING Bank if it complies with all of its obligations pursuant to this Agreement; and

(b) that if ING Bank is in compliance with all its obligations under this Agreement for the time period set forth above in Paragraph 4(a), this Agreement shall expire and be of no further force or effect.

5. ING Bank expressly agrees that within six (6) months of determination by DANY that a material and willful breach by ING Bank of this Agreement has occurred, any violations of New York State law that were not time-barred by the applicable statute of limitations as of the date of this Agreement, and which relate to the facts set forth in the Factual Statement may, in the sole discretion of DANY, be charged against ING Bank, notwithstanding the provisions or expiration of any applicable statute of limitations. ING Bank expressly waives any challenges to

the venue and jurisdiction of the Supreme Court of the State of New York for the County of New York.

6. DANY recognizes that the Deferred Prosecution Agreement between ING Bank and DOJ must be approved by the United States District Court for the District of Columbia, in accordance with 18 U.S.C. Section 3161(h)(2). Should that Court decline to approve the Deferred Prosecution Agreement between ING Bank and the United States for any reason, DANY and ING Bank are released from any obligations imposed upon them by this Agreement, this Agreement shall be null and void, and DANY shall not premise any prosecution of ING Bank, its employees, officers or directors upon any admissions or acknowledgements contained or referenced in this Agreement or the Deferred Prosecution Agreement between ING Bank and the United States.

7. ING Bank expressly agrees that it shall not, through its attorneys, board of directors, agents, officers, or employees, make any public statement contradicting, excusing, or justifying any statement of fact contained in the Factual Statement. Any such public statements by ING Bank, its attorneys, board of directors, agents, officers, or employees, shall constitute a material breach of this Agreement, and ING Bank would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision about whether any public statement by any such person contradicting, excusing, or justifying a fact contained in the Factual Statement will be imputed to ING Bank, for the purpose of determining whether ING Bank has breached this Agreement, shall be in the sole and reasonable discretion of DANY. Upon DANY's notification to ING Bank of a public statement by any such person that in whole or in part contradicts, excuses, or justifies a statement of fact contained in the Factual Statement, ING Bank may avoid breach of this Agreement by publicly repudiating such statement within seventy-two (72) hours

of notification by DANY. This paragraph is not intended to apply to any statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct, nor does this paragraph affect ING Bank's right to take legal or factual positions in litigation or other legal proceedings in which the United States or DANY is not a party.

8. Should DANY determine, during the term of this Agreement, that ING Bank has committed any New York State crime after the date of the signing of this Agreement, ING Bank shall, in the sole discretion of DANY, thereafter be subject to prosecution for any such crimes, including but not limited to the conduct described in the Factual Statement. The discovery by DANY of any purely historical criminal conduct that did not take place during the term of the Agreement will not constitute a breach of the Agreement.

9. Should DANY determine that ING Bank has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to ING Bank of the alleged breach and allow ING Bank a two-week period from the date of receipt of said notice, or longer, at the discretion of DANY, to cure the breach by making a presentation to DANY that demonstrates that no breach has occurred, or, to the extent applicable, that the breach is not willful or material, or has been cured. The parties hereto expressly understand and agree that, should ING Bank fail to make the above-noted presentation within such time period, it shall be presumed that ING Bank is in material breach of this Agreement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf

of ING Bank to DANY or the United States at any time, unless otherwise agreed when the information was provided.

10. DANY agrees that it shall not seek to prosecute ING Bank or any of its corporate parents, subsidiaries, affiliates, successors, predecessors, and assigns for any act within the scope of or related to the Factual Statement or this investigation, that violated New York State law during the period from 1995 through the date of this Agreement, unless, other than the transactions that have already been disclosed and documented to DANY during the course of this investigation, ING Bank, its employees, officers, and directors, acting within the scope of their employment and for the benefit of ING Bank, knowingly and willfully transmitted or approved the transmission of United States Dollar ("USD")-denominated funds through the United States, or involving a U.S. person, in violation of New York State law, that went to or came from persons or entities designated at the time of the transaction by the Office of Foreign Assets Control as a Specially Designated Terrorist, a Specially Designated Global Terrorist, a Foreign Terrorist Organization, or a proliferator of Weapons of Mass Destruction (an "Undisclosed Special SDN Transaction"). ING agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law of New York State with respect to such conduct for a period of eighteen (18) months from the date of this Agreement. The decision about whether ING Bank has breached this paragraph of the Agreement shall be at the sole discretion of DANY.

11. ING Bank agrees that, if it sells, merges, or transfers all or substantially all of its business operations or assets as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser/successor/transferee to the obligations described in this Agreement. Any such provision in a contract of sale, merger, or

transfer shall not expand or impose additional obligations on ING Bank or the purchaser/successor/transferee beyond those contained in the Agreement, including but not limited to ING Bank's obligations as described in Paragraphs 13 and 14.

12. It is understood that nothing in this Agreement shall require ING Bank to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement, and this Agreement shall not extend any protections to any such company or entity.

13. ING Bank agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of DANY, supply any relevant documents, electronic data, or other objects in ING Bank's possession, custody, or control, as of the date of this Agreement relating to any transaction within the scope of or relating to the Factual Statement and known to ING Bank at the time of the signing of this Agreement. If such data is in electronic format, ING Bank shall provide access to such data and assistance in operating any computer and other equipment that is necessary to retrieve the data. This obligation shall not include production of materials covered by the attorney-client privilege, the work product doctrine, or other applicable confidentiality, criminal, or data protection laws except as provided herein. To the extent that ING Bank believes in good faith that such materials are covered by any confidentiality, criminal, or data protection laws, ING Bank shall use its best efforts to produce such materials, including supporting an application made by DANY to the appropriate governmental agency or court, for authority to provide DANY with the requested materials, provided that ING Bank shall not be required to produce any materials where such production would be in breach of applicable local law. At the request of DANY, ING Bank shall provide a written memorandum explaining the operation and application of any local law where ING Bank concludes that it would be unlawful to directly or indirectly produce the materials to DANY.

14. ING Bank further agrees that it shall:

(a) continue to apply the OFAC sanctions list to the same extent as any United Nations ("U.N.") or European Union ("E.U.") sanctions or freeze lists are utilized to USD transactions, the acceptance of customers, and all USD cross-border Society for Worldwide Interbank Financial Telecommunications ("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds;

(b) by December 31, 2012, complete the rollout of the Financial Economic Crime sanctions training, which covers U.S., U.N., and E.U. sanctions and trade control laws, for all employees, including officers, (1) involved in the processing or investigation of USD payments; (2) involved in the execution of USD denominated securities trading orders; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., E.U. or U.N. sanctions, including the execution of cross-border payments. After this process has been completed, ING Bank must certify that this training program has successfully been rolled out and been completed;

(c) by December 31, 2012, certify that ING Bank has implemented a written policy to require the use of the Society for Worldwide Interbank Financial Telecommunications ("SWIFT") Message Type ("MT") 202COV bank-to-bank payment message where appropriate under SWIFT guidelines;

(d) implement compliance procedures and training designed to ensure that the ING Bank compliance officer in charge of sanctions is made aware in a timely manner of any known requests or attempts by any entity (including, but not limited to, ING Bank's customers, financial institutions, companies, organizations, groups, or persons) to withhold or alter its name or other identifying information where the request or attempt appears to be related to circumventing or

evading U.S. sanctions laws. ING Bank's Head of Compliance, or his or her designee, shall report to DANY the name and contact information, if available to ING Bank, of any entity that makes such a request;

(e) maintain the electronic database of SWIFT Message Transfer ("MT") payment messages relating to USD payments processed during the period from 2002 through April 30, 2007 in electronic format for a period of two years from the date of this Agreement; and

(f) abide by any and all requirements of the Settlement Agreement, dated June __, 2012, by and between OFAC and ING Bank regarding remedial measures or other required actions related to this matter.

15. It is understood that this Agreement is binding on ING Bank and DANY only, and specifically does not bind any federal agencies or any state or local authorities. DANY will bring the cooperation of ING Bank and its compliance with its other obligations under this Agreement to the attention of federal, state, or local prosecuting offices or regulatory agencies, if requested by ING Bank or its attorneys.

16. It is further understood that this Agreement does not relate to or cover any conduct by ING Bank other than that disclosed during the course of the investigation or described in the Factual Statement and this Agreement.




17. ING Bank and DANY agree that this Agreement and the Factual Statement shall be disclosed to the public.

18. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between ING Bank and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or bind ING Bank or DANY unless expressly set forth in writing, signed by DANY, ING

Bank's attorneys, and a duly authorized representative of ING Bank. This Agreement supersedes any prior promises, agreements, or conditions between ING Bank and DANY. ING Bank agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under this Agreement, and it agrees to abide by all the terms and obligations of the Agreement as described herein.

Acknowledgment


We, Jan-Willem Vink, General Counsel, and J.V. Koos Timmermans, Vice Chairman, Management Board Banking, the duly authorized representatives of ING Bank, N.V., hereby expressly acknowledge the following: (1) that we have read this entire Agreement; (2) that we have had an opportunity to discuss this Agreement fully and freely with ING Bank N.V. attorneys; (3) that ING Bank N.V. fully and completely understands each and every one of its terms; (4) that ING Bank N.V. is fully satisfied with the advice and representation provided to it by its counsel, Sullivan & Cromwell LLP; and (5) that ING Bank N.V. has signed this Agreement voluntarily.

ING Bank, N.V. 

DATE P. June 2012 Jan-Willem Vink
General Counsel, ING Bank, N.V.

DATE P. Jan 2012 J.V. Koos Timmermans
Vice Chairman, Management Board
Banking, ING Bank, N.V.


Counsel for ING Bank, N.V.

We, Karen Patton Seymour and Elizabeth T. Davy, the attorneys for ING Bank, N.V., hereby expressly acknowledge the following: (1) that we have discussed this Agreement with our client; (2) that we have fully explained each one of its terms to our client; (3) that we have fully answered each and every question put to us by our client regarding the Agreement; and (4) we believe our client completely understands all of the Agreement's terms.

June 8, 2012
DATE


Karen Patton Seymour
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004

June 8, 2012
DATE


Elizabeth T. Davy
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004

New York County District Attorney's Office

June 11, 2012
DATE

By:



CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

Assistant District Attorneys:

Sally Pritchard
Garrett Lynch
Adam Kaufmann
Polly Greenberg

Exhibit A

FACTUAL STATEMENT

EXHIBIT A -- FACTUAL STATEMENT

Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreement dated June __, 2012, between the National Security Division and the Criminal Division of the United States Department of Justice, and the United States Attorney's Office for the District of Columbia (collectively, "DOJ") and ING Bank, N.V. ("ING Bank"), a Dutch bank, and between the New York County District Attorney's Office ("DANY") and ING Bank.

2. Starting in the early 1990s and continuing until 2007, ING Bank violated U.S. and New York State laws by moving billions of dollars illegally through the U.S. financial system on behalf of entities subject to U.S. economic sanctions. ING Bank knowingly and willfully engaged in this criminal conduct, which caused unaffiliated U.S. financial institutions to process transactions that otherwise should have been rejected, blocked, or stopped for investigation pursuant to regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") relating to transactions involving sanctioned countries and parties.

3. ING Bank committed this criminal conduct by, among other things, (i) processing payments for ING Bank's Cuban banking operations through its branch in Curaçao on behalf of Cuban customers without reference to the payments' origin; (ii) providing U.S. dollar trade finance services to sanctioned entities through misleading payment messages, shell companies and the misuse of an internal ING Bank suspense account; (iii) eliminating payment data that would have revealed the involvement of sanctioned countries and entities, including Cuba and Iran; (iv) advising sanctioned

clients on how to conceal their involvement in U.S. dollar transactions; (v) fabricating ING Bank endorsement stamps for two Cuban banks to fraudulently process U.S. dollar travelers' checks; and (vi) threatening to punish certain employees if they failed to take specified steps to remove references to sanctioned entities in payment messages. ING Bank's actions, which occurred outside the United States and largely within the ING Wholesale Banking division, caused unaffiliated financial institutions located in the United States to provide banking services to sanctioned entities, evaded detection by U.S. regulatory and law enforcement authorities, and caused unaffiliated U.S. financial institutions to falsify business records located in New York, New York.

4. This conduct occurred in various business units within ING Bank's Wholesale Banking division, in locations around the world with the knowledge, approval and encouragement of senior corporate managers and the Legal and Compliance departments of ING Groep, N.V. ("ING Groep").

5. Over the years, several ING Bank employees raised concerns to corporate management about the bank's sanctions violations. However, no action was taken.

ING Bank's Business Organization and Assets

6. ING Bank is one of the largest banks in the Netherlands. In 2011, it had approximately \$1.2 trillion in assets. ING Groep was established in 1991 through the merger of Nationale-Nederlanden, the largest insurer in the Netherlands, and NMB Postbank Groep, one of the largest banks in the Netherlands, and is the parent entity to ING Bank.

7. Headquartered in Amsterdam, ING Bank offers a variety of banking products and services, including retail and commercial banking, wholesale banking, and trade and

commodity finance. Today, the bank has over 70,000 employees throughout Europe, the United Kingdom, the Americas and Asia.

8. ING Bank has a representative office in New York (“ING New York”), which is supervised and regulated by the Federal Reserve System and the New York State Department of Financial Services.

Applicable Law

Cuban Sanctions

9. Beginning with Executive Orders and regulations issued at the direction of President John F. Kennedy, the United States has maintained an economic embargo against Cuba through the enactment of various laws and regulations. These laws, which prohibit virtually all financial and commercial dealings with Cuba, Cuban businesses and Cuban assets, were promulgated under the Trading With the Enemy Act (“TWEA”), 50 U.S.C. app. §§ 1-44, and are generally administered by the Office of Foreign Assets Control (“OFAC”), located in the District of Columbia.

10. Unless authorized by OFAC, the Cuban Assets Control Regulations (“CACRs”) prohibit persons subject to the jurisdiction of the United States from engaging in financial transactions involving or benefiting Cuba or Cuban nationals, including all “transfers of credit and all payments” and “transactions in foreign exchange.” 31 C.F.R. § 515.201(a). Furthermore, unless authorized by OFAC, persons subject to the jurisdiction of the United States are prohibited from engaging in transactions involving property in which Cuba or Cuban nationals have any direct or indirect interest, including all “dealings in . . . any property or evidences of indebtedness or evidences of ownership of property by any person subject to the jurisdiction of the United States” and all “transfers outside the

United States with regard to any property or property interest subject to the jurisdiction of the United States.” 31 C.F.R. § 515.201(b). The CACRs also prohibit any “transaction for the purpose or which has the effect of evading or avoiding any of the prohibitions” set forth in the OFAC regulations. 31 C.F.R. § 515.201(c).

Iranian Sanctions

11. The International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. §§ 1701-1706, authorizes the President of the United States (the “President”) to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declares a national emergency with respect to that threat. Pursuant to the authority under IEEPA, the President and the executive branch have issued orders and regulations governing and prohibiting certain transactions with Iran by U.S. persons or involving U.S.-origin goods.

12. In Executive Order 12957, issued on March 15, 1995, the President found that “the actions and policies of the Government of Iran constitutes an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States and ... declare[d] a national emergency to deal with that threat.”

13. On May 6, 1995, the President issued Executive Order 12959 to take additional steps with respect to the national emergency declared in Executive Order 12957 and to impose comprehensive trade and financial sanctions on Iran. These sanctions prohibit, among other things, the exportation, reexportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or by a United States person, wherever located. This prohibition includes the

exportation, reexportation, sale, or supply of any goods, technology, or services to a person in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or reexportation, directly or indirectly, to Iran or the Government of Iran. On August 19, 1997, the President issued Executive Order 13059 consolidating and clarifying Executive Orders 12957 and 12959 (collectively, the "Executive Orders"). The Executive Orders authorized the United States Secretary of the Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transaction Regulations ("ITRs"), 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders.

14. With the exception of certain exempt transactions, the ITRs prohibit, among other things, U.S. depository institutions from servicing Iranian accounts and directly crediting or debiting Iranian accounts. The ITRs also prohibit transactions by any U.S. person who evades or avoids, has the purpose of evading or avoiding, or attempts to evade or avoid the restrictions imposed under the ITRs.

DOJ Charge

15. DOJ has alleged, and ING Bank accepts, that its conduct, as described herein, violated Title 18, United States Code, Section 371, by conspiring to violate:

- a. TWEA, Title 50, United States Code, Appendix Sections 1-44, and regulations promulgated thereunder, principally 31 C.F.R. § 515.201, which prohibits U.S. persons from engaging in financial transactions involving or benefiting Cuba or Cuban nationals, and 31 C.F.R. § 515.201(c), which

prohibits attempts to evade or avoid the restrictions contained in the CACRs;
and

- b. IEEPA, specifically Title 50, United States Code, Section 1705, which makes it a crime to willfully attempt to commit, conspire to commit, or aid and abet in the commission of any violation of the ITRs, principally 31 C.F.R. § 560.204, which prohibits the exportation of services from the United States to Iran, and 31 C.F.R. § 560.203, which prohibits attempts to evade or avoid the restrictions contained in the ITRs.

DANY Charge

16. DANY has alleged, and ING Bank accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, “with intent to defraud, . . . (i) make or cause a false entry in the business records of an enterprise (defined as any company or corporation) . . . or (iv) prevent the making of a true entry or cause the omission thereof in the business records of an enterprise.” It is a felony under Section 175.10 of the New York State Penal Law if a violation under Section 175.05 is committed and the person or entity’s “intent to defraud includes an intent to commit another crime or to aid or conceal the commission of a crime.”

ING Bank’s Conduct in Curaçao and Cuba

17. ING Bank was the first foreign bank to establish an office in Cuba since the 1959 revolution. In 1994, the Cuban government issued a license for ING Bank to participate in Netherlands Caribbean Bank (“NCB”), a joint venture between ING Bank and Acemex, a shipping company owned by the Cuban government. Based on ING Bank’s

participation in NCB, the Cuban government also permitted ING Bank to open its own representative office on the island in 1994 ("ING Havana").

18. NCB held U.S. dollar bank accounts, and issued U.S. dollar loans and letters of credit for commercial clients. NCB's ability to transact in U.S. dollars was one of its key competitive advantages over other Cuban banks.

19. ING Havana provided trade and commodity finance to Cuban ministries and international clients.

20. ING Curaçao was a branch office of ING Bank. From the early 1990s until 2006, ING Curaçao processed U.S. dollar payments for NCB, ING Havana and a third Cuban bank without reference to the payments' Cuban origin. ING Curaçao personnel completed the payment messages so that the transactions appeared to the unaffiliated correspondent U.S. financial institution to originate from either ING Curaçao or NCB. Every one of those transactions was prohibited by U.S. economic sanctions. To commit this criminal conduct, ING Bank undertook several measures to conceal the involvement of Cuban parties from an unaffiliated U.S. correspondent bank in New York.

21. ING Bank managers ordered employees in the Payments department to omit the words "Cuba" or "Havana" from SWIFT payment messages for Cuban parties.¹ In that regard, in 1997, an ING Curaçao executive distributed the following email:

dear all . . . Very often we are mentioning Cuba or Havana in payment instructions, related to our U.S.\$ account in [our U.S. correspondent bank]. This create [sic] continuously problems with our correspondent banks in the U.S.A. I strongly request you in payment instructions to our

¹ ING is a member of the Society for Worldwide Interbank Financial Telecommunications ("SWIFT") and has historically used the SWIFT system to transmit international payment messages with other financial institutions around the world, including its U.S. correspondent banks.

U.S.A correspondents etc NOT!!!! to use the word Cuba or Havana. If you do not know , how to fill in the documents, please approach your department head.

22. Management made clear that any employee who revealed the involvement of Cuban parties in a payment message would be subject to reprimand and possible termination. For instance, in 2001, a senior manager in the Human Resources Department of ING Curaçao distributed this email “[o]n behalf of the Management”:

Dear colleagues,

A couple of days ago an incorrect transaction resulted in a loss of 180,000 Usd for the Bank. Due to the U.S. embargo against Cuba, all transactions through the United States to Cuban beneficiaries are being confiscated.

Although everybody within our processing department is aware of this, we still want to ratify to everyone that all Cuban transactions should be checked thoroughly. It is unacceptable to suffer these kinds of unnecessary losses. If by any means, these kinds of mistakes repeats itself in the future it will have severe consequences for the concerning parties.

23. Another senior executive at the branch responded as follows: “Personally, I’m more concerned that due to such errors the names of NCB and ING Curaçao might be linked to Cuba transactions. This will be more severe compared to interest loss on blocked accounts.”

24. Bank employees complied with management’s demands, and thereby deceived unaffiliated U.S. correspondent banks.

25. As a general matter, all U.S. dollar payment messages sent on behalf of NCB and ING Havana to unaffiliated U.S. correspondent banks indicated that the originating bank was either ING Curaçao or NCB. “NEDCAR,” “Netherlands Caribbean Bank” or “ING

Curaçao” was substituted in payment messages for the originating Cuban customer’s name.

26. ING Curaçao’s back-office software system was manually coded to omit the addresses of NCB and ING Havana customers from outgoing SWIFT messages.

27. Instead of using serial MT 103 payment messages for Cuban transactions, which would have revealed the identity of the ordering customer and beneficiary, ING Curaçao used MT 202 “cover payment” messages, which did not.²

28. ING Curaçao also used its own OFAC filter as another way to identify and strip Cuban references from outgoing payment messages.³ ING Curaçao thus used a compliance tool to circumvent U.S. sanctions.

29. On at least two occasions, payments were blocked when complete originator information was mistakenly included in outgoing SWIFT messages. Both times, ING Curaçao knowingly made intentional misrepresentations to an unaffiliated U.S. correspondent bank in New York in an effort to recover the lost funds by asserting that the payments were supposed to be denominated in a currency other than U.S. dollars. In both instances, those efforts failed, but in these instances ING Curaçao acted on instructions and with knowledge of ING Groep Compliance and Legal departments. One senior member of ING Groep’s Compliance department said he saw “no problem” with

² An MT 103 message is the de facto standard for cross-border customer credit transfers, whereas the MT 202 message is the de facto standard for bank-to-bank credit transfers. Typically, a cover payment is executed through a combination of the two types of SWIFT messages: an MT 103 is sent from the actual originator to the ultimate beneficiary, but the funds are actually transferred through the United States via an MT 202, which lacks that detail. Consequently, the U.S. financial institution would not be in a position to detect whether the payment is made to or from a sanctioned country or entity.

³ An OFAC filter is software designed, in part, to identify transactions involving sanctioned parties.

lying to ING's unaffiliated correspondent bank, while an attorney in ING Groep's Legal department described the deception as a "little white lie."

30. ING Bank also advised its sanctioned clients on ways to evade other banks' OFAC filters when receiving incoming payments at ING Curaçao. Some Cuban clients instructed their debtors to make U.S. dollar payments to corporate aliases. Others eliminated their names from incoming payment messages; for those clients, NCB would send a facsimile to ING Curaçao with crediting instructions.

31. ING Bank managers instructed ING Curaçao not to share information about the bank's Cuban operations with ING Bank employees in the United States, lest ING Curaçao be deemed a "person subject to the jurisdiction of the United States" for purposes of the CACRs. 31 C.F.R. § 515.329. But instead of adhering to that policy, many ING Curaçao managers and staff simply referred to the Cuban business as "Other Caribbean" in reports to ING New York.

32. ING Bank managers failed to take action when warnings were given about the ramifications of its Cuban U.S. dollar business.

- a. In 1995, ING Bank considered expanding its Cuban operations. The bank's outside attorney warned "that U.S. dollars should not be used for the purpose of making an investment in Cuba or as a transaction currency in implementing the Proposed Services."
- b. In 2003, the Legal Department at ING New York questioned whether the Curaçao branch was violating U.S. economic sanctions. After a discussion with relevant personnel in Curaçao, the bank's Corporate Special Investigations staff found that using cover payments prevented them from

being “blocked” in the United States, and that the procedure “complies . . . completely with the FATF requirement and can simply be done via SWIFT.” The employee concluded “[i]n and of itself this is not an offense”, but used the term “handighei” to describe the procedure, which roughly translates to “tricky business.” When that finding was relayed to a top official of ING Groep Compliance he responded, in relevant part:

While I myself was in Curaçao for three years, the problem was solved in the following manner. The specification was coded and anyone who used the word “Cuba,” “Havana” or something similar in specifications was fired summarily. . . . Given the American laws, this discussion is absolutely useless because [the U.S. correspondent bank] has to comply with the OFAC list. Therefore, pay in Euros or code and thus in fact provide incorrect info to [the U.S. correspondent bank]. In the nineties we did not make a fuss about this, but now things are different.

- c. In 2004, the Director of the Compliance department at ING New York issued a memorandum on OFAC compliance for distribution throughout the Americas region. The memorandum stated:

ING has mandated that all OFAC requirements will apply to ING Wholesale staff operating in the Americas. As a result Americas based staff must not solicit or conduct business with countries, entities and individuals on the “OFAC list.” This particularly applies to Cuba, which is on the OFAC list.

The memorandum was sent to the Compliance Officer at ING Curaçao, but was not distributed it to any employees.

33. Between 2001 and 2006, ING Curaçao processed over \$2 billion in transactions involving sanctioned countries and entities.

ING Bank's Conduct in the Netherlands – TCF Rotterdam

34. ING Bank's Trade and Commodity Finance department in Rotterdam ("TCF Rotterdam") provides trade finance to a variety of industries. For many years, one of its most important clients was the Fondel Group, a Rotterdam-based commodities concern with close ties to Cuba. Two Fondel Group companies, Niref and Curef,⁴ are majority-owned by the Cuban government. Both companies have been identified as blocked Cuban entities on OFAC's list of Specially Designated Nationals since 1989. U.S. sanctions prohibit U.S. persons – including U.S. financial institutions – from conducting any transactions with Niref or Curef. TCF Rotterdam nonetheless provided these entities with U.S. dollar trade financing, and helped them conduct numerous transactions through the U.S. financial system. TCF Rotterdam thus caused unaffiliated U.S. financial institutions to unwittingly do prohibited business with Specially Designated Nationals.

35. In 1993, a financial institution in New York blocked a \$1 million payment from Niref's account at TCF Rotterdam to a Russian counterparty. Working together, ING and the Fondel Group tried unsuccessfully to recover the funds. TCF Rotterdam managers falsely told the unaffiliated New York financial institution and OFAC that Niref was 100% Dutch-owned.

36. Greendown Holland B.V. ("Greendown Holland"), another Fondel Group company, maintained a U.S. dollar account at TCF Rotterdam. Between 1992 and 2004,

⁴ Niref is the exclusive sales agent for Cubaniquel, a Cuban-owned nickel company. Curef trades in Cuban scrap metal.

the Cuban government indirectly owned 51% of Greendown Holland; but unlike Niref, Greendown Holland was not on OFAC's list of Specially Designated Nationals.

37. In the midst of TCF Rotterdam's efforts to recover Niref's blocked funds, the Head of the TCF department instructed his subordinates to substitute the name "Greendown Holland" for Niref in connection with the bank's U.S. dollar transactions for the sanctioned entity. Thereafter, Niref issued invoices and received and made U.S. dollar payments using the "Greendown Holland" name to avoid the risk that Niref's U.S. dollar payments would be blocked or confiscated in the United States. TCF Rotterdam employees routed incoming U.S. dollar payments into Niref's U.S. dollar account even though Greendown Holland was listed as the beneficiary in the payment messages. Internal ING Bank documents openly reflected this practice, noting, for example: "Niref is a so-called black-listed company in the U.S.A whereby U.S. Dollar [sic] coverages through U.S.A banks can be attached. In order to avoid this some sales are routed through Greendown (not to be disclosed outside the Bank)."

38. About three years later, TCF Rotterdam instituted a similar practice on behalf of Curef using another Fondel Group company known as "Triumph," which appeared to have no Cuban ownership. TCF Rotterdam opened a U.S. dollar account for Triumph, the sole purpose of which was to receive and send U.S. dollars through unaffiliated financial institutions in New York on behalf of Curef. The Head of the TCF department explained that "Triumph acts as a special purpose front office for Curef for certain transactions. (Highly confidential)."

39. Following standing instructions, TCF Rotterdam's back office employees would transfer U.S. dollars between the U.S. dollar accounts of Triumph and Curef.

40. In addition to allowing the Fondel Group to use shell companies to conceal transactions with Specially Designated Nationals, TCF Rotterdam used its own internal suspense account to process U.S. dollar payments on behalf of at least three sanctioned Fondel Group entities. TCF Rotterdam did so to prevent the payments from being rejected or blocked by U.S. financial institutions. The outgoing SWIFT messages for such payments falsely identified ING Bank, instead of the relevant Fondel Group company, as the originator to unaffiliated U.S. financial institutions.

41. For over a decade, TCF Rotterdam thus knowingly and willfully facilitated the Fondel Group's use of shell companies and its own infrastructure to allow the Fondel Group and its affiliates, some of which were Specially Designated Nationals, to engage in U.S. dollar transactions without being detected by unaffiliated U.S. financial institutions or law enforcement authorities. The practices were frequently and openly described in the Fondel Group's credit applications, which were submitted to senior executives and Risk Management at TCF Rotterdam. On two occasions, in 1997 and 2003, Risk Management raised concerns about the risks inherent in the use of shell companies to circumvent U.S. economic sanctions. Their warnings were ignored.

42. Between 2003 and 2006, TCF Rotterdam processed approximately \$118 million U.S. dollar transactions on behalf of Niref, Curef, Greendown Holland and Triumph.

ING Bank's Conduct in the Netherlands (Amsterdam Office) and Belgium

43. As it did elsewhere, ING's offices in the Netherlands and Belgium provided various services to sanctioned entities and customers that did business with sanctioned entities, including U.S. dollar payment processing, documentary trade services and structured finance services. For example, ING processed payments on behalf of one

customer, Aviation Services International (“ASI”), through the United States for trade services relating to the procurement by ASI of U.S. origin aircraft parts for ASI’s Iranian clients.

44. ING Bank’s office in Belgium (“ING Belgium”) held a USD correspondent account for the Central Bank of Iran, also known as Bank Markazi, which was used to receive proceeds of oil purchases by ING customers from the National Iranian Oil Company (“NIOC”). NIOC is part of the Government of Iran. ING Bank’s office in the Netherlands (“ING Netherlands”) confirmed letters of credit in favor of NIOC in connection with those transactions. These transactions were processed by ING Netherlands using cover payments, in accordance with NIOC’s instruction that no Iranian names be mentioned to U.S. financial institutions, which could lead to the delay, blockage, or rejection of the payments—a practice which differed from the automated processing of payments for non-sanctioned entities.

45. Until 2008, the U.S. government had an exemption allowing certain transactions termed as “U-Turn” transactions. Although payments may have complied with the U-Turn provision then in effect, ING Bank employees used cover payments without making any determination as to whether the underlying transactions were legal or illegal. ING employees believed that unaffiliated U.S. banks would not process any Iran-related transactions, legal or illegal, from ING Bank. Employees further believed that the only way for ING Bank to get Iranian transactions through unaffiliated U.S. banks was to ensure that the U.S. banks’ filters could not identify the Iranian origin of the transactions. The U.S. banks would then process the Iranian transactions without knowing where the money was destined.

46. These included at least \$6 million in transactions for Iranian concerns that were rejected by U.S. financial institutions, but then resubmitted by ING without any Iranian references. The transactions also included at least \$76 million in transactions for Iranian concerns that terminated in the United States, in violation of IEEPA.

47. When, in 2003, ING Bank opened the U.S. dollar account for Bank Markazi, it had initially planned to open the account at ING Netherlands, but employees there were unwilling to manually process payments, which they thought might be necessary to comply with Bank Markazi's request that its name not be included in payment messages sent to the U.S. ING Netherlands employees did not want to assume the risk of making errors during manual routing that they believed could cause U.S. correspondent banks to confiscate dollars from the Central Bank of Iran. Employees at ING Belgium, by contrast, were willing to assume the risk. Moreover, ING management in both Belgium and the Netherlands concluded that its other Iranian business was too lucrative to forego the Bank Markazi account.

48. ING Belgium employees used cover MT 202 SWIFT messages to execute payments. The effect of using MT 202 cover payment messages was to remove the identity of the ordering customer and beneficiary. This practice—dubbed the “Dual MT 202 method”—was described in various internal documents, which noted that care should be taken by ING employees to remove any reference to Iran from payment data.

49. Because of the Central Bank of Iran's U.S. dollar account at ING Belgium, ING Netherlands' Documentary Trade Department was able to service the letters of credit for NIOC, with the payments routed to ING Belgium through unaffiliated U.S. correspondent banks. Employees at ING Netherlands and ING Belgium understood that this inter-

branch practice was created “since NIOC/Bank Markazi are special clients that require special procedure.” As one employee stated, “the motivation is to avoid mentioning any Iranian [sic] names in New York, for reasons we all know.”

50. Beginning in 2001, ING Netherlands established a syndicated loan facility for National Petrochemical Company (“NPC”), an Iranian oil concern. NPC is part of the Government of Iran. Proceeds from the company’s oil sales were deposited into an escrow account at ING Netherlands, from which the company could withdraw surplus funds. Pursuant to the company’s instructions, on several occasions, ING Netherlands employees in the Structured Finance Department executed U.S. dollar payments from the escrow account through U.S. financial institutions without reference to Iranian names.

51. Despite all of these efforts, some transactions for sanctioned entities were blocked, rejected or cancelled by ING’s unaffiliated U.S. correspondent bank. On numerous occasions, ING employees in the Netherlands and Belgium resubmitted those payments, either amending a SWIFT field or changing the payment method from serial to cover to conceal references to sanctioned parties.

52. In 2003, an employee from ING Bank’s office in the United Kingdom (“ING London”) sent a Compliance representative the bank’s “Modus Operandi” for U.S. dollar payments in connection with letters of credit issued in favor of NIOC: a cover payment to another bank in New York for the company’s account at the other bank’s London branch, without any reference to Iranian names. The ING London employee asked whether ING Bank could continue to conduct these transactions in the “climate of anti-money-laundering and OFAC sanctions.” The Compliance employee told him that he could continue.

53. The issue of U.S. economic sanctions was raised again in May 2004, when Wholesale Banking Compliance at ING London circulated an email to employees in several European offices explaining that certain countries, including Cuba and Iran, were subject to U.S. economic sanctions and that ING should not carry out U.S. dollar transactions from or to entities in those countries. A senior member of ING Groep's Legal Department responded by email:

You are absolutely right in warning the business for the fines the OFAC can hand out. But on the other hand we have been dealing with Cuba (and ways around clearing through Manhattan) for a lot of years now and I'm pretty sure that we know what we are doing in avoiding any fines. So don't worry and direct any future concerns to me so that we can discuss before stirring up the whole business.

When asked, the author of this email said that the Compliance officer's email came at a time when Compliance was "killing the business away."

ING Bank's Conduct in France

54. As in Curaçao, ING France processed U.S. dollar payments on behalf of Cuban entities. In 2002, a \$3 million payment on behalf of a Cuban bank was blocked by another financial institution. Senior managers from ING France and headquarters in Amsterdam tried unsuccessfully to recover the funds. Meanwhile, they debated whether ING Bank or the Cuban bank should be liable for the loss. After personally meeting with senior representatives of the Cuban bank and the Cuban Central Bank, a senior internal lawyer at ING Groep in Amsterdam concluded that ING France was liable because it had contravened its prior practice of not mentioning "the name of the ultimate beneficiary" in SWIFT payment messages for the Cuban bank. In other words, ING France would bear

the loss because it had failed to adhere to a general policy of deceiving other unaffiliated financial institutions in order to evade U.S. economic sanctions.

55. Soon thereafter, that general policy was memorialized in a document titled “Procedure for payments in U.S.D to Cuba.” It stated:

OBJECTIVES OF THE PROCEDURE

Reminder: The United States has imposed an embargo over, amongst other things, all movements of funds in favour of Cuban residents and Cuban banks.

We have accounts on our books with Cuban banks, who entrust us with payments transactions from their account in U.S.D. In order to avoid these payment funds from being frozen by the United States, you must follow the following procedure.

Procedure

We have opened a U.S.D account no 06915020001 on the books of [another financial institution] for U.S.D payments concerning Cuban banks, but payments should only be made to this bank where the ultimate Cuban beneficiary of the payments also has an account with [the other financial institution].

For all other payments, a SWIFT MT103 must be sent to the bank (other than in the United States) which holds the beneficiary’s account on its books, specifying in field 59 of the message the beneficiary bank or the beneficiary (name or SWIFT code) and indicating in field 54 the SWIFT code of the bank in the United States at which we are covering it.

Under no circumstances should the covering message addressed to our correspondent bank in the United States contain the name and SWIFT code of a Cuban bank, but only the SWIFT code of the bank to which we have addressed the payment.

56. This memorandum was widely circulated at ING France to high-level executives. ING France’s Compliance Department reviewed it but made no objections. It was later posted to ING France’s intranet site, where it was visible to all branch employees until ING Bank launched its internal investigation in 2006.

57. In addition to processing payments for sanctioned entities, between 2000 and 2006, ING France provided a U.S. dollar travelers' check cashing service to two Cuban banks. The practice began in 2000 at the request of a Cuban bank that forwarded U.S. dollar travelers' checks to ING France, which in turn endorsed the checks and sent them to the United States for payment. Later that same year, ING France gave the Cuban bank permission to fraudulently use an ING France endorsement stamp. The stamp was in French; it bore the signature of an ING France payments department manager and the initials of the Cuban bank, but made no other reference to Cuba. As a consequence, to the unaffiliated U.S. financial institution that ultimately made payments on the travelers' checks, it appeared that ING France, rather than a Cuban bank, had originally negotiated them. In other words, the endorsement stamp was specifically crafted to permit the Cuban bank to hide its involvement in the transactions.

58. After stamping the travelers checks with ING France's endorsement, the Cuban bank would mail the checks for deposit into its U.S. dollar account at ING France. ING France employees in the Payments Department would sort through the checks to ensure that each bore the fake ING Bank endorsement stamp. Any stamped with the Cuban bank's actual endorsement were returned to Cuba. ING France expanded this service to a second Cuban bank in July 2004. A second ING France endorsement stamp was created and sent to the second Cuban bank.

59. Senior managers at ING France approved both the use of the fake endorsement stamp and the check-processing service. The practice was also approved by the ING France Compliance Department, which wrote "I confirm I don't see this as a Compliance problem."

60. Although the check processing service itself was not particularly profitable, it was beneficial to ING Bank's bottom line: according to a former manager of Trade Finance Department at ING France, it helped promote other lines of business with Cuban financial clients, including letters of credit.

61. The risks this practice posed were raised in various audits of ING France; management, however, ING France's management disregarded those warnings.

62. Between 2001 and 2006, ING France processed \$62 million in transactions involving sanctioned countries and entities.

ING Bank's Conduct in Romania

63. ING Bank processed a \$1,550,000 export letter of credit issued by Bank Tejarat, an Iranian Bank, to finance Iran Air's purchase of a U.S.-origin aircraft engine from a Romanian trading company.

64. In collaboration with Bank Tejarat, ING Romania removed all references to Iran and the origin of the engine from the relevant sections of the letter of credit and related documentation. When ING Romania transferred the confirmed letter of credit to the unaffiliated U.S. financial institution, the accompanying SWIFT message omitted reference to Bank Tejarat in the field where the issuing bank would ordinarily appear.

Total Scope of ING Bank's Conduct

65. As set forth above, for over a decade ING Bank executed transactions on behalf of Cuban and Iranian parties that were designed to evade detection by unaffiliated U.S. financial institutions. Moreover, ING Bank provided specialized services to Specially Designated Nationals to ensure that payments in violation of the CACRs were cleared

through U.S. financial institutions. The total value of these transactions exceeded \$2 billion.

ING Bank's Internal Investigations

66. In July 2005, a senior officer of ING New York raised concerns regarding ING Bank's historical compliance with U.S. sanctions with the central bank of the Netherlands, De Nederlandsche Bank, N.V. ("DNB").

67. In response to that communication, the DNB submitted a series of inquiries to ING regarding ING Bank's payment processing for sanctioned countries and entities.

68. In March 2006, in consultation with the DNB, ING Bank initiated two internal investigations in response to the DNB inquiries. One investigation focused on ING Bank's Cuban operations; the other examined ING Bank's operations around the rest of the world. ING Bank reviewed millions of documents and conducted 775 interviews in over 18 jurisdictions in connection with these internal investigations. Also, ING Bank instructed business units in ING Bank to stop processing outgoing U.S. dollar payments for Cuban customers. This instruction was later extended to prohibit U.S. dollar payments for customers from other sanctioned countries, and to include other banking services in addition to U.S. dollar processing.

69. In response to a referral from OFAC, which was conducting its own investigation into ING Bank's apparent sanctions violations, and as part of other ongoing DOJ investigations regarding potential sanctions violations, DOJ initiated a criminal investigation into possible sanctions violations by ING Bank and its customers for potential violations of U.S. sanctions and potential involvement in the illegal exportation

of goods to sanctioned countries in U.S. dollars. The DOJ investigation covered ING Bank's U.S. dollar payment processing for sanctioned countries and entities.

70. Initially, ING Bank was not fully forthcoming regarding the extent and scope of the sanctions violations. Subsequently, ING Bank produced the reports of its two internal investigations, which described ING Bank's sanctions violations. However, ING Bank initially produced the reports to the United States in heavily redacted form.

71. DANY later opened its own investigation into ING Bank's possible violations of the New York State Penal Law. ING Bank also produced the internal reports to DANY, and DOJ and DANY subsequently conducted their investigations on a parallel basis.

72. By 2010, ING Bank appointed a high-level executive to coordinate the bank's cooperation with the investigations by DOJ, DANY, and OFAC.

73. As part of its cooperation with the U.S. authorities' investigations, ING Bank:

- a. Produced documents responsive to subpoenas in unredacted format;
- b. Provided memoranda of interviews of current and former bank employees that were conducted during and as part of ING Bank's internal investigations;
- c. Made current and former bank employees available for interviews;
- d. Enlisted forensic accountants to assist in a detailed review of all incoming and outgoing U.S. dollar business payments and trade transactions processed by ING Bank in 14 countries during the period from January 1, 2001 to March 3, 2009—which included the extraction of 133.9 million payment messages—for compliance with OFAC watch lists of all categories of Specially Designated Nationals, as well as OFAC sanctions programs relating to Burma, Cuba, Iran, Sudan, and North Korea as in force at the time of the payment;

- e. Provided regular and detailed updates to DOJ, DANY, and OFAC, on preliminary results of its review of U.S. dollar payments processing; and
- f. Gave presentations to DOJ and DANY on the ING Bank's disciplinary process, sanctions training, and other remediation efforts.

ING Bank's Remediation Efforts

74. ING Bank has taken the following voluntary steps to enhance and optimize its sanctions compliance programs:

- a. Beginning in 2004, ING Bank expanded its compliance program, ultimately almost doubling the number of employees in the compliance risk management function. The additional staffing has remained constant despite the fact that the size of the bank's business organization constricted due to economic conditions.
- b. In early 2007, as the results of ING Bank's internal investigations became available, ING Bank instituted disciplinary proceedings against more than sixty employees involved. Seventeen of those employees were disciplined for their conduct with a reprimand or sanction letter; three were forced to retire; and seven were terminated. Several employees under scrutiny left the bank before disciplinary decisions had been rendered.
- c. In 2007, ING Bank changed its governance structure and appointed a Chief Risk Officer ("CRO") to the Executive Board to be responsible for risk management, including compliance risk. The legal and compliance functions were separated, and a Chief Compliance Officer was appointed who reports directly to the CRO.

- d. ING Bank voluntarily terminated relationships with sanctioned banks and entities.
- e. ING Bank improved its sanctions training for managers, compliance personnel, and other staff. This new training has been reinforced with ongoing compliance programs and training programs.
- f. ING Bank enhanced its U.S. dollar business payment filtering systems by replacing local business units' screening lists with centrally developed and globally applied mandatory screening lists.
- g. ING Bank created a new enhanced sanctions and financial economic crime policy, which includes a general prohibition of transactions on behalf of Specially Designated Nationals in all currencies.
- h. ING Bank has conducted over 160 internal audits with a significant focus on compliance risk management.

PX-30

DEFERRED PROSECUTION AGREEMENT

Barclays Bank PLC ("Barclays") is a financial institution registered and organized under the laws of England and Wales. Barclays, by and through its attorneys, Sullivan & Cromwell LLP, and the District Attorney of the County of New York ("DANY") enter into this Deferred Prosecution Agreement (the "Agreement"). Barclays also agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice (the "United States").

1. Barclays agrees that it shall in all respects comply with its obligations in this Agreement.

2. Barclays accepts and acknowledges responsibility for its conduct and that of its employees as set forth in the Factual Statement attached hereto as Exhibit A and incorporated herein by reference (the "Factual Statement").

3. As a result of Barclays' conduct, as set forth in the Factual Statement, DANY has determined that it could institute a criminal prosecution pursuant to New York State Penal Law Section 175.10 and a civil forfeiture action against Barclays for certain funds it currently holds, and that such funds would be forfeitable under New York State law. Therefore, Barclays hereby expressly agrees to settle and does settle any and all criminal and forfeiture claims presently held by DANY against those funds for the sum of \$298,000,000 (the "Settlement Amount"), half of which will be paid directly to DANY to be distributed to agencies of the City and State of New York and half of which will be paid to the United States pursuant to its deferred prosecution agreement with Barclays. The parties to this Agreement agree that the Settlement Amount will fully satisfy all forfeiture claims presently held by DANY. Barclays shall wire-transfer half

the Settlement Amount to DANY within three (3) business days of the date of court approval of the Deferred Prosecution Agreement with the United States.

4. In consideration of Barclays' remedial actions to date and its willingness to: (i) acknowledge responsibility for its actions; (ii) have voluntarily terminated the conduct set forth in Exhibit A prior to the commencement of DANY's investigation; (iii) cooperate with DANY as stated in Paragraphs 14 of this Agreement; (iv) demonstrate its future good conduct and implementation of policies and procedures to comply with provisions of international Anti-Money Laundering and Combating Financing of Terrorism ("AML/CFT") best practices and the Wolfsberg Anti-Money Laundering Principles for Correspondent Banking; and (v) continue to provide to DANY substantial cooperation, as detailed in the Factual Statement: DANY agrees as follows:

(a) that it shall defer prosecution of Barclays for a period of twenty-four months from the date of this Agreement, or less at the discretion of DANY. DANY shall not prosecute Barclays if it complies with all of its obligations pursuant to this Agreement, except that DANY may choose to prosecute Barclays for any conduct that is specified in Paragraph 11 of this Agreement; and

(b) that if Barclays is in full compliance with all of its obligations under this Agreement for the time period set forth above in Paragraph 4(a), this Agreement shall expire and be of no further force or effect.

5. Barclays expressly agrees that within six months of determination by DANY that a material breach by Barclays of its obligations under this Agreement has occurred, any violations of New York State law that would not have been time barred as of the date of this agreement including any claims covered by a tolling agreement

between Barclays and DANY that relate to the facts set forth in the Factual Statement, may, in the sole discretion of DANY, be charged against Barclays, notwithstanding the provisions or expiration of any applicable statute of limitations. Barclays expressly waives any challenges to the venue and jurisdiction of the Supreme Court of the State of New York for the County of New York.

6. DANY recognizes that the Deferred Prosecution Agreement between Barclays and the United States must be approved by the United States District Court for the District of Columbia, in accordance with 18 U.S.C. § 3161(h)(2). Should that Court decline to approve the Deferred Prosecution Agreement between Barclays and the United States for any reason, DANY and Barclays are released from any obligations imposed upon them by this Agreement, this Agreement shall be null and void, and DANY shall not premise any prosecution of Barclays, its employees, officers or directors upon any admissions or acknowledgements contained in this Agreement or the Deferred Prosecution Agreement between Barclays and the United States.

7. Barclays expressly agrees that it shall not, through its attorneys, board of directors, agents, officers, or employees, make any public statement contradicting, excusing, or justifying any statement of fact contained in the Factual Statement. Any such public statements by Barclays, its attorneys, board of directors, agents, officers, or employees, shall constitute a material breach of this Agreement, and Barclays would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision about whether any public statement by any such person contradicting, excusing, or justifying a fact contained in the Factual Statement will be imputed to Barclays, for the purpose of determining whether Barclays has breached this Agreement, shall be in the

sole discretion of DANY.¹ Upon DANY's notification to Barclays of a public statement by any such person that in whole or in part contradicts, excuses, or justifies a statement of fact contained in the Factual Statement, Barclays may avoid breach of this Agreement by publicly repudiating such statement within seventy-two hours of notification by DANY. This paragraph is not intended to apply to any statement made by any former Barclays employee, officer, or director, or any statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct.

8. Should DANY determine, during the term of this Agreement, that Barclays has committed any New York State crime other than those within the scope of this Agreement after the date of the signing of this Agreement, Barclays shall, in the sole discretion of DANY, thereafter be subject to prosecution for such crimes.

9. Should DANY determine that Barclays has committed a material breach of any provision of this Agreement, DANY shall provide written notice to Barclays of the alleged breach and allow Barclays a two-week period from the date of receipt of said notice, or longer at the discretion of DANY, to make a presentation to DANY demonstrating that no breach occurred, or that the breach was not material or willful, or to otherwise demonstrate that the breach was cured. A breach that was not material or willful, as determined in the sole discretion of DANY, will not constitute a breach for purposes of this Agreement. The parties expressly understand and agree that should Barclays fail to make such a presentation within the two-week time period, it shall be presumed that Barclays is in material breach of this Agreement. In the event that a

¹ DANY's discretion in the enforcement of this agreement will be subject to review only to determine whether DANY has exercised its direction in an arbitrary and capricious fashion.

breach of this Agreement results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of Barclays to DANY at any time, unless otherwise agreed when the information was provided.

10. Except in the event of a breach of this Agreement, DANY agrees that it will not bring charges against Barclays, its employees, officers and directors, for any violation of law while acting within the scope of their duties, relating to all matters contained in or involving the facts described in the Factual Statement or disclosed during the course of the investigation, except as set forth in Paragraph 11 of this Agreement. DANY agrees that if, in its sole discretion, DANY determines that Barclays, its employees, officers and directors, did not act willfully as to conduct described in Paragraph 11, any criminal violations related to such conduct will fall within the scope of this paragraph and will not be charged. If DANY determines, in its sole discretion, that Barclays, its employees, officers and directors, acted willfully as to conduct described in Paragraph 11, then Barclays, its employees, officers and directors will be subject to criminal prosecution as appropriate in DANY's sole discretion.

11. DANY agrees that it shall not seek to prosecute Barclays, its current or former employees, officers and directors, for any act within the scope of or related to the Factual Statement, or disclosed during the course of the investigation, that violated New York State law during the period set forth in the Factual Statement through the date of this Agreement, unless there is reasonable cause to believe that Barclays, or its employees, officers and directors, acting within the scope of their employment for the benefit of Barclays, knowingly and wilfully transmitted U.S. Dollar ("USD") denominated funds via the United States, that went to or came from persons or entities

designated at the time of the transaction by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury as Specially Designated Terrorists ("SDTs"), Specially Designated Global Terrorists ("SDGTs"), Foreign Terrorist Organizations ("FTOs") or proliferators of Weapons of Mass Destruction ("WMDs"), other than those disclosed to DANY prior to the date of this agreement. Barclays agrees that it shall waive the statute of limitation and speedy trial provisions of Article 30 of the Criminal Procedure Law of New York State, with respect to such conduct for the duration of this Agreement. The decision about whether Barclays has engaged in the conduct within the meaning of this paragraph shall be at the sole discretion of DANY.

12. Barclays agrees that, if it sells or merges all or substantially all of its business operations or assets, as they exist as of the date of this Agreement, to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations described in this Agreement. Any such provision in a contract of sale or merger shall not expand or impose new obligations on Barclays beyond those contained in this Agreement, including but not limited to Barclays' obligations as described in Paragraph 14.

13. It is understood that nothing in this Agreement shall require Barclays to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement, nor shall it extend any protections to any such company or entity.

14. Barclays agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of DANY, supply any relevant document, electronic data, or other objects in Barclays' possession, custody or control as of the date of this Agreement relating to any transaction within the scope of or relating to the Factual Statement. If such data is in electronic format, Barclays shall provide access to such data and assistance in operating any computer and other equipment that is necessary to retrieve the data. This obligation shall not include production of materials covered by the attorney-client privilege or the work product doctrine or United Kingdom or other applicable confidentiality, criminal, or data protection laws except as provided herein. To the extent that Barclays believes in good faith that such materials are covered by United Kingdom or other applicable confidentiality, criminal, or data protection laws, Barclays shall use its best efforts to produce such materials, including supporting an application made by DANY to the appropriate governmental agency or court, for authority to provide DANY with the requested materials, provided that Barclays shall not be required to produce any materials where such production would be in breach of applicable United Kingdom law or any other applicable law. At the request of DANY, Barclays shall provide a written memorandum explaining the operation and application of United Kingdom or any other applicable law where Barclays concludes that it would be unlawful to directly or indirectly produce the materials to DANY.

15. It is further understood that this Agreement is binding on Barclays and DANY, and specifically does not bind any federal agencies, or any state or local authorities. DANY will bring the cooperation of Barclays and its compliance with its

obligations under this Agreement to the attention of federal, state, or local prosecuting offices or regulatory agencies, if requested by Barclays or its attorneys.

16. It is further understood that this Agreement does not relate to or cover any conduct by Barclays other than that disclosed during the course of the investigation or described in the Factual Statement and this Agreement.

17. Barclays agrees that it shall:

(a) By June 30, 2011, conduct or repeat comprehensive U.N., U.S., and E.U. sanctions, to include training of all employees who are: (1) involved in the processing or investigation of USD payments and their supervisors; (2) involved in execution of USD-denominated securities trading orders and their supervisors; and (3) U.S. citizens located outside the United States who are involved in transactions or business activities involving cross-border payments. After such training is complete, Barclays' Head of Compliance and Regulatory Affairs must certify that such training has been completed;

(b) Maintain the electronic database of Society for Worldwide Interbank Financial Telecommunications payment messages relating to USD payments processed during the period from January 1, 2000 through April 30, 2007 in electronic format for a period of five years from the date of this Agreement;

(c) Abide by any and all orders and regulations regarding remedial measures or other required actions related to this matter issued by either: (1) the Board of Governors of the Federal Reserve System; (2) OFAC; or (3) the New York State Banking Department.

18. Barclays and DANY agree that this Agreement and the Factual Statement shall be disclosed to the public.

19. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between Barclays and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or are binding upon Barclays or DANY unless expressly set forth in writing, signed by DANY, Barclays' attorneys, and a duly authorized representative of Barclays. This Agreement supersedes any prior promises, agreements, or conditions between Barclays and DANY. Barclays agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under this Agreement and it agrees to abide by all terms and obligations of this Agreement as described herein.


Acknowledgment

I, the duly authorized representative of Barclays Bank PLC, hereby expressly acknowledge the following: (1) that I have read this entire Agreement; (2) that I have had an opportunity to discuss this Agreement fully and freely with Barclays Bank PLC's attorneys; (3) that Barclays Bank PLC fully and completely understands each and every one of its terms; (4) that Barclays Bank PLC is fully satisfied with the advice and representation provided to it by its attorneys; and (5) that Barclays Bank PLC has signed this Agreement voluntarily.

Barclays Bank PLC

2/16/12

DATE


Mark Harding
Group General Counsel

Counsel for BARCLAYS

I, David H. Braff, an attorney for Barclays Bank PLC, hereby expressly acknowledge the following: (1) that I have discussed this Agreement with our client; (2) that I have fully explained each one of its terms to our client; (3) that I have fully answered each and every question put to me by our client regarding the Agreement; and (4) I believe our client completely understands all of the Agreement's terms.

DATE

David H. Braff
Sullivan & Cromwell
125 Broad Street
New York, New York 10004

New York County District Attorney's Office

8/16/10
DATE

Cyrus R. Vance, Jr.
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EXHIBIT A -- FACTUAL STATEMENT

I. Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreements dated August 16, 2010, between the United States Department of Justice ("DOJ") and Barclays Bank PLC ("Barclays"), a financial institution registered and organized under the laws of England and Wales, and between the New York County District Attorney's Office ("DANY") and Barclays.

2. From the mid-1990s through September 2006, Barclays violated both U.S. and New York State criminal laws by knowingly and willfully moving or permitting to be moved hundreds of millions of dollars through the U.S. financial system on behalf of banks from Cuba, Iran, Libya, Sudan, and Burma, and persons listed as parties or jurisdictions sanctioned by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") (collectively, the "Sanctioned Entities") in violation of U.S. economic sanctions.

3. Barclays engaged in this criminal conduct by: (a) following instructions, principally from banks from Cuba, Iran, Libya, Sudan, and Burma not to mention their names in U.S. dollar ("USD") payment messages sent to Barclays' branch in New York, New York (the "New York Branch") and to other financial institutions located in the United States; (b) routing USD payments through an internal Barclays sundry account to hide the payments' connection to Sanctioned Entities; (c) amending and reformatting USD payment messages to remove information identifying Sanctioned Entities; and (d) deliberately using a less transparent method of payment messages, known as cover payments.

4. Barclays' conduct, which occurred outside the United States, caused its New York Branch, and other financial institutions located in the United States, to process payments that otherwise should have been held for investigation, rejected, or blocked pursuant to U.S.

sanctions regulations administered by OFAC.¹ Additionally, by its conduct, Barclays: (a) prevented its New York Branch and other financial institutions in the United States from filing required Bank Secrecy Act (“BSA”) and OFAC-related reports with the U.S. government; (b) caused false information to be recorded in the records of U.S. financial institutions; and (c) caused U.S. financial institutions not to make records that they otherwise would have been required by law to make.

5. In May 2006, Barclays voluntarily disclosed to OFAC four transactions that were made in violation of U.S. sanctions. At that time, Barclays commenced a limited internal investigation into the operation and limitations of its automated filtering system and Barclays’ USD transactions involving U.S. sanctioned countries and persons. Thereafter, in November 2006, Barclays exited all USD correspondent relationships with banks subject to U.S. economic sanctions, banks headquartered in sanctioned countries, and the subsidiaries of such banks (the “Sanctioned Banks”). In 2007, after being contacted by federal and state prosecutors, Barclays agreed to cooperate fully, and broadened its review to conduct a comprehensive internal investigation and historical payment analysis covering activity and transactions from January 1, 2000 to July 31, 2007.²

6. Barclays has provided prompt and substantial cooperation by sharing the results of its internal investigation with DOJ and DANY, as well as with OFAC, and Barclays’ U.S. banking regulators, the Board of Governors of the Federal Reserve System and the New York State

¹ A rejection occurs when a financial institution rejects a funds transfer because processing the transfer would violate or facilitate an underlying transaction that is prohibited by the OFAC sanctions. OFAC must be notified when a payment is rejected. A blocked (or frozen) payment occurs when a financial institution identifies a payment as being made in contravention of U.S. sanctions regulations, prevents its completion (holds the payment) and notifies OFAC. A license is then generally required from OFAC in order to release the funds.

² Although this factual statement summarizes the primary issues and practices reported, the parties intend it to encompass and incorporate by reference all information provided by Barclays to DOJ and DANY from August 2007 to the date of this Agreement regarding Barclays payment processing practices and systems for sanctioned entities and Barclays sanctions compliance.

Banking Department. From the beginning of the investigation, Barclays has taken full responsibility for its conduct.

II. Barclays' Business Organization

7. Barclays is a global financial services provider headquartered in London, United Kingdom, and is one of the largest banks in the world. Barclays employs more than 144,000 people, has more than 48 million customers, and operates in more than 50 countries. At all times relevant to this matter, Barclays was a wholly-owned subsidiary of Barclays PLC, a public limited liability company organized under the laws of England and Wales. Barclays' home country regulator is the United Kingdom's Financial Services Authority ("FSA"). The New York Branch functioned as the primary USD clearer for all of Barclays, its affiliates, and its customers.

8. Until November 2006, Barclays maintained correspondent banking relationships with several Sanctioned Banks. Barclays did not, however, maintain physical branches or representative offices in Cuba, Iran, Libya, Sudan, Burma, or other countries subject to OFAC sanctions.

9. Barclays' December 31, 2009 annual report listed its annual audited consolidated net income attributable to shareholders as equalling \$14.31 billion USD; and \$6.76 billion USD as of December 31, 2008. Total audited consolidated assets as of the same dates equalled \$1.97 trillion USD and \$2.86 trillion USD, respectively.

III. Applicable Law

10. At all times relevant to this matter, various U.S. economic sanctions laws regulating financial and other transactions involving sanctioned countries, entities, and persons were in existence. Those laws applied to transactions occurring within U.S. territorial jurisdiction.

OFAC promulgated regulations to administer and enforce the economic sanctions laws, including regulations for economic sanctions against specific countries, entities, and individuals, including Specially Designated Nationals (“SDNs”).³

Cuba Sanctions

11. Beginning with Executive Orders and regulations issued at the direction of President John F. Kennedy, the United States has maintained an economic embargo against Cuba through the enactment of various laws and regulations. These laws, restricting U.S. trade and economic transactions with Cuba, were promulgated under the Trading With the Enemy Act (“TWEA”), 50 U.S.C. app. §§ 1-44. These laws are generally administered by OFAC, and prohibit virtually all financial and commercial dealings with Cuba, Cuban businesses, and Cuban assets.

12. Unless authorized by OFAC, U.S. persons are prohibited from engaging in financial transactions involving or benefiting Cuba or Cuban nationals. This prohibition includes all “transfers of credit and all payments” and “transactions in foreign exchange.” 31 C.F.R. § 515.201(a). Further, unless authorized by OFAC, U.S. persons are prohibited from engaging in transactions involving property in which Cuba or Cuban nationals have any direct or indirect interest, including all “dealings in . . . any property or evidences of indebtedness or evidences of ownership of property by any person subject to the jurisdiction of the United States” and all “transfers outside the United States with regard to any property or property interest subject to the jurisdiction of the United States.” 31 C.F.R. § 515.201(b). The Cuban Assets Control Regulations also prohibit any “transaction for the purpose or which has the effect of evading or avoiding any of the prohibitions” set forth in the OFAC regulations. 31 C.F.R. § 515.201(c).

³ SDNs are individuals and companies owned or controlled by, or acting on behalf of, countries subject to U.S. sanctions. SDNs can also be individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under programs that are not country-specific.

Iran Sanctions

13. In 1987, President Ronald W. Reagan issued Executive Order No. 12613, which imposed a broad embargo on imports of Iranian-origin goods and services. United States sanctions against Iran were strengthened in 1995 and 1997, when President William J. Clinton issued Executive Order Nos. 12957, 12959, and 13059. These Executive Orders prohibit virtually all trade and investment activities between the United States and Iran, including but not limited to broad prohibitions on: (a) the importation into the United States of goods or services from Iran; (b) the exportation, sale, or supply of goods, technology or services from the United States or by a U.S. person to Iran; (c) trade-related transactions with Iran by U.S. persons, including financing, facilitating, or guaranteeing such transactions; and (d) investment by U.S. persons in Iran or in property owned or controlled by Iran. With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Iranian sanctions generally prohibit the export of services to Iran from the United States.

Libya Sanctions

14. On January 7, 1986, President Reagan issued Executive Order No. 12543 imposing broad economic sanctions against Libya. Subsequently, President Reagan issued Executive Order No. 12544 on January 8, 1986, ordering the blocking of all property and interests in property of the Government of Libya. President George H. W. Bush strengthened those sanctions in 1992, pursuant to Executive Order No. 12801. On September 22, 2004, President George W. Bush issued Executive Order No. 13357, terminating the national emergency with regard to Libya and revoking the sanction measures imposed by the prior Executive Orders.

Sudan Sanctions

15. On November 3, 1997, President Clinton issued Executive Order No. 13067 imposing a trade embargo against Sudan and blocking all property, and interests in property, of the Government of Sudan. President George W. Bush strengthened those sanctions in 2006 pursuant to Executive Order No. 13412. Under these Executive Orders, virtually all trade and investment activities between the United States and Sudan is prohibited, including but not limited to broad prohibitions on: (a) the importation into the United States of goods or services from Sudan; (b) the exportation or re-exportation of any goods, technology, or services from the United States or by a U.S. person to Sudan; and (c) trade- and service-related transactions with Sudan by U.S. persons, including financing, facilitating, or guaranteeing such transactions. The Executive Orders further prohibit “[a]ny transactions by a United States person or within the United States that evades or avoids, has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in [these orders].” With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Sudanese sanctions generally prohibit the export of services to Sudan from the United States.

Burma Sanctions

16. On May 20, 1997, President Clinton issued Executive Order No. 13047, which prohibited both new investment in Burma by U.S. persons and U.S. persons’ facilitation of new investment in Burma by foreign persons.

17. On July 28, 2003, President George W. Bush signed the Burmese Freedom and Democracy Act of 2003 (“BFDA”) to restrict the financial resources of Burma’s ruling military junta. To implement the BFDA and to take additional steps, President Bush issued Executive

Order No. 13310 on July 28, 2003, which blocked all property and interests in property of certain listed Burmese entities⁴ and provided for the blocking of property and interest in property of other individuals and entities meeting the criteria set forth in Executive Order No. 13310. Executive Order No. 13310 also prohibited the importation into the United States of articles that are a product of Burma and the exportation or re-exportation to Burma of financial services from the United States, or by U.S. persons, wherever located. The “exportation or re-exportation of financial services to Burma” is defined to include the transfer of funds, directly or indirectly, from the United States.

Department of Justice Charges

18. DOJ alleges, and Barclays admits, that Barclays’ conduct, as described herein, violated TWEA. Specifically, Barclays violated 50 U.S.C. app. §§ 5 and 16, which makes it a crime to willfully violate or attempt to violate any regulation issued under TWEA, including regulations restricting transactions with Cuba. DOJ further alleges, and Barclays admits, that Barclays’ conduct, as described herein, violated the International Emergency Economic Powers Act (“IEEPA”). Specifically, Barclays violated 50 U.S.C. § 1705, which makes it a crime to willfully violate or attempt to violate any regulation issued under IEEPA, including regulations restricting transactions with Iran, Libya, Sudan, and Burma.

New York State Penal Law Charge

19. DANY alleges, and Barclays admits, that Barclays’ conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, Falsifying Business Records in the First Degree and Second Degree, which make it a crime to:

with intent to defraud . . . (i) make or cause a false entry in the business records of an enterprise . . . or (iv) prevent the making of

⁴ President Bush subsequently issued Executive Order Nos. 13448 and 13464, expanding the list of persons and entities whose property must be blocked.

a true entry or cause the omission thereof in the business records of an enterprise.

Under the Penal Law, it is a felony when, as here, a person or entity commits Falsifying Business Records in the Second Degree and the person's or entity's "intent to defraud includes an intent to commit another crime or to aid or conceal the commission of a crime."

IV. Scope of Conduct

20. For more than a decade, Barclays knowingly and willfully engaged in conduct and practices outside the United States that caused its New York Branch and other financial institutions located in the United States to process payments in violation of U.S. sanctions. To hide these illegal transactions, Barclays altered and routed payment messages to ensure that payments violating IEEPA, TWEA, and OFAC regulations cleared without difficulty through its New York Branch and other U.S. financial institutions. The total value of prohibited transactions for the period of Barclays' review was approximately \$500 million.

V. Payment Processing

21. Barclays is a member of the Society for Worldwide Interbank Financial Telecommunications ("SWIFT") and has historically used the SWIFT system to transmit international payment messages⁵ with financial institutions around the world.

22. Barclays originally processed USD payment messages through numerous global locations. During the relevant time period, Barclays consolidated its USD payment processing so that the payments were predominately processed at Barclays' Payment Processing Centre in Poole, England ("Poole").

23. International transfers of USD were routed through the United States in two ways using SWIFT Message Types ("MT"): (a) via a serial payment (MT 103 for customer payments and

⁵ A SWIFT payment message is a method of transmitting payment settlement instructions for financial transactions.

MT 202 for bank-to-bank payments); or (b) via a cover payment (MT 103 plus a separate MT 202).

24. A serial payment begins with the originating bank and is sent through the correspondent bank(s) until ultimately reaching the beneficiary bank. An MT 103 payment message requires, among other information, that the ordering and beneficiary customers be identified and transmitted from one financial institution to another throughout the entire transaction.

25. A cover payment differs from a serial payment in that an MT 103 message is sent directly from the originating bank to the beneficiary bank and the originating bank simultaneously sends an MT 202 cover payment message to the related correspondent banks. Thus, the payment is bifurcated into two message paths. The MT 103 containing identifying information for the originator and beneficiary is sent directly to the beneficiary bank, while the MT 202, which travels through the correspondent banks, does not necessarily identify the originating and beneficiary parties. When both the originating and beneficiary banks are foreign (i.e. non-U.S.), the MT 103 for a USD payment message is not sent through or to a U.S. financial institution. Only the MT 202 is sent through the United States. Because the MT 202 payment message lacks the payment details of an MT 103, the intervening U.S. correspondent banks will not know whether the payment message involves a sanctioned entity.⁶

VI. Payment Practices in Violation of U.S. Sanctions Laws

26. During the relevant time period, Barclays knowingly and willfully engaged in conduct that caused its New York Branch and other financial institutions in the United States to process payments in violation of U.S. sanctions. As part of this effort to evade U.S. sanctions, Barclays: (a) followed instructions from certain Sanctioned Entities not to mention their names in USD

⁶ Effective November 21, 2009, SWIFT guidelines require that cover payments be made by use of an MT 202COV, which discloses both the originator and beneficiary information when there is an underlying MT 103.

payment messages sent to the New York Branch and to other financial institutions located in the United States; (b) routed USD payments through an internal Barclays sundry account, thereby hiding the payments' connection to Sanctioned Entities; (c) amended or reformatted USD payment messages to remove information identifying Sanctioned Entities; and (d) re-sent messages as cover payments to take advantage of cover payments' lack of transparency.

27. Barclays did not market services to or solicit business from Sanctioned Entities on the basis of these payment practices.

28. After passage of the Patriot Act in 2001, Barclays reviewed its correspondent banking practices and identified certain of its practices as problematic. Despite this review, Barclays did not begin to take effective action until 2006. Further, prior to mid-2006, Barclays did not train its non-U.S. employees regarding Barclays' obligations under U.S. sanctions law and did not formulate or circulate any meaningful policy regarding the OFAC regulations and their requirements.

(A) List of Correspondents

29. The List of Correspondents ("LOC") was a Barclays' payment operations manual containing instructions on how to process payments for both sanctioned and non-sanctioned banks with which Barclays had correspondent relationships.⁷ As early as November 1987, Barclays received instructions from Sanctioned Banks directing Barclays not to mention their names on payment messages sent to the United States. For example, in a November 1987 Head Office Circular, Barclays distributed payment instructions received from an Iranian bank asking Barclays "to amend the procedures governing the transfer of U.S. Dollars for any purpose in favour of our London branch" and to route such payments "without mentioning the name of our bank." The reason for, and effect of, these instructions was to disguise sanctioned entity

⁷ The majority of the LOC contained typical routing instructions that are not the subject of this investigation.

payments from Barclays' correspondents in the United States so that such correspondents would unwittingly process the illegal payments.

30. Barclays' employees followed the instructions in the LOC when processing USD payments involving Sanctioned Banks, thereby ensuring that the name of the bank would not appear in any MT 202 cover payment messages sent to the New York Branch. For example, with regard to USD payments sent on behalf an Iranian bank, the LOC stated, "[t]he cover MT202 for the direct Payment Order to be arranged by the remitting Bank without mentioning [the Iranian bank's] name . . ." (emphasis in original). The LOC also contained instructions to contact the remitter or beneficiary for routing instructions for certain payments involving Sanctioned Entities. The general instructions for Iranian banks stated:

USD PAYMENTS TO IRAN

Certain payments may be blocked by the US Authorities. Therefore any branch with a USD transfer is advised to contact the remitter beneficiary or beneficiary's bankers to request specific routing instructions.

The general instructions for Cuba stated:

USD PAYMENTS TO CUBA

Certain payments may be blocked by the US Authorities. Therefore, any branch with a USD transfer is advised to contact the remitter beneficiary or beneficiary's bankers to request specific routing instructions.

31. In 2001, Barclays prepared a memorandum regarding the LOC instructions. The memorandum stated in relevant part that:

For Iran and Libya the published internal procedures include directions to make transfers in US dollars which circumvent constraints and breach OFAC sanctions. Instructions for Iraq and Cuba are less prescriptive but would nevertheless constitute a 'work around'.

Outside counsel advised Barclays that entries for Iranian and Libyan banks should be removed in favor of the following: “Only the information required by the transfer documents and no extraneous information should be provided.” Additionally, Barclays was advised by outside counsel to insert certain warning language pertaining to Cuban USD transactions. The recommendation stated: “Barclays UK Operations should not make any payment or provide any facility relating to Cuba through the US or involving a US person.” (emphasis in original).

(B) Sundry Accounts

32. A sundry account is a bank’s internal suspense account typically used for the legitimate purpose of recording miscellaneous items until an appropriate account entry is determined. Barclays, however, knowingly routed sanctioned payments through Barclays’ own sundry accounts, thereby disguising the true originator of USD payments. The effect of using the sundry account was that the New York Branch would believe a payment was originating from Barclays when in reality it was from a sanctioned entity. This ensured that the transaction would evade detection and would be processed by the New York Branch without question or scrutiny.

(C) OFAC Filter

33. The New York Branch maintained an automated filter that screened incoming payment messages against an OFAC list of sanctioned countries, entities, and individuals.⁸ This software was designed to identify potential positive matches to OFAC-sanctioned entities in USD payment messages being routed through the New York Branch. Payments received by the New York Branch involving Sanctioned Entities would have been subject to investigation by the bank and then, depending on the results of the investigation, permitted, rejected, or blocked.

⁸ OFAC regularly publishes a wide-ranging list of SDNs or targeted countries subject to U.S. sanctions. The list includes names of individuals, institutions, their variations, and, if known, addresses, dates of birth, passport numbers, and other identifying information.

34. Poole also maintained an automated filter. This filter screened outgoing payment messages to the United States against an OFAC list. However, the stated function of the OFAC filter in Poole was to identify Sanctioned Entities in USD payment messages before the messages reached the United States, and as one employee emailed, to prevent “the seizure of funds in the USA.” Barclays was only concerned about USD payment messages when they were being routed to the United States. Therefore, in the case of a cover payment, the Poole filter screened only the outgoing MT 202 payment message to the New York Branch. Poole did not screen the related MT 103 containing the Sanctioned Entity’s information that was sent by Barclays to the non-U.S. beneficiary bank.

35. Barclays’ standard operating procedures allowed and even educated its employees how to bypass both Poole’s and the U.S. financial institution’s OFAC filters to permit illegal payments. Pursuant to these procedures, when the Poole filter identified a payment message that contained a reference to an OFAC-sanctioned entity, that payment message was stopped for further review by Barclays’ employees at Poole. If those employees found that the payment message contained a reference to a sanctioned entity, they would follow one of the following procedures: (i) return the payment message to the remitting area via a pre-formatted fax cover sheet; (ii) alter or delete fields in the SWIFT message; or (iii) change the routing of the payment message from a serial payment to a cover payment in order to hide any connection to the sanctioned entity.

(i) The Fax Cover Sheet

36. Consistent with bank procedure when a payment was flagged by the Poole OFAC filter, Barclays’ employees would generally return the flagged payment message to the original remitting bank. Barclays’ employees would use a specific fax cover sheet to advise the remitting area of Barclays that the payment message had been cancelled and would further identify the

specific words in the payment message that had caused the message to be stopped by the Poole filter. The fax cover sheet contained the following:

OFAC ITEM: Wording below is contained in the message and does not comply with the Office of Foreign Assets Control regulations applicable to all payments sent via the U.S.A. Payments to U.S.A. must NOT contain the word listed below.

Subsequently, because Barclays was advising the remitting bank of the prohibited language, some of these payment messages would be re-sent by the remitting bank without the offending language. This enabled the payment message to now pass cleanly through the Poole filter and then be processed by the New York Branch and other unwitting U.S. financial institutions.

37. In November 2001, the use of the fax cover sheet was identified by internal audit as problematic because “without adequate guidance the recipient of the fax advice may not be aware of the implications and may merely remove the offending text and re-submit the payment without any wider consideration.” In early 2002, as a result of this audit report, the language of the fax template was re-worded in an attempt to mitigate these issues. The fax language was changed to:

OFAC ITEM: Wording below is contained in the message and does not comply with the U.S.A. / U.K. / E.C. / U.N. Sanctions.

38. Despite the altered wording in the fax cover sheet, no implementing guidance was circulated, and the practice of stating the offending text nevertheless continued, as did the resubmission of prohibited OFAC-sanctioned transactions with the offending text removed.

(ii) Alteration of SWIFT Message Data

39. Barclays intentionally altered SWIFT messages when a sanctioned entity was named in the payment message and when the payment message contained an explicit instruction not to mention the name of the Sanctioned Bank when making the USD payment via the United States.

In both of these instances, Barclays' employees knew that if these payment messages were sent in an unaltered form, they would be stopped and potentially blocked or rejected in the United States because of the information contained in the message. The employees removed the problematic references and the altered payment messages were sent to U.S. financial institutions.

(iii) Cover Payment Messages

40. Another practice Barclays developed to ensure that sanctioned transactions would be processed through the United States was to change the routing of the payment. Barclays routinely cancelled serial payment messages being routed through the United States that contained references to a sanctioned entity, knowing that the message could be blocked or rejected in the United States. These cancelled payment messages were resubmitted using the cover payment method. By using this bifurcated payment method, Barclays was able to disguise the beneficiary and ordering customer information from the New York Branch and other U.S. correspondent banks. Barclays would thereby successfully route prohibited transactions through the United States.

41. Internal correspondence shows that Barclays was aware of and accepted the fact that cover payments were being purposely used to hide the identity of sanctioned parties so that the bank could continue to process payments involving Sanctioned Entities through the New York Branch. For example, one Barclays employee explained in an email:

[W]e can get around [OFAC seizure] by sending only cover payments to US banks and then make MT103 direct to beneficiary's bank. The MT202 cover must not mention of [sic] the offending entity which could cause funds to be seized. A good example is Cuba which the US says we shouldn't do business with but we do.

Barclays' employees understood the advantage of using cover payments. The cover payment, with its limited information fields, was a better mechanism to process OFAC-prohibited

transactions than using a more detailed serial payment. An employee noted in an email: "If we were to route the payment via the serial payment method . . . the payment would clearly be seized by the US authorities" but by using cover payments, "the US Treasury [would] remain blissfully unaware of [the payment's] existence."

42. In October 2001, after a Sudanese payment was stopped, Barclays received a warning from its New York Branch that cover payments were potentially being misused. The New York Branch warned Barclays UK:

This is a clear example of how foreign banks circumvent the OFAC Regulations by sending direct MT100s to non-US paying banks and the USD cover via the US correspondent bank. [The Sudanese] Bank is clearly a blocked entity under the Sudan sanctions.

43. Despite this warning from its own New York Branch, Barclays continued disguising sanctioned payments and routing them through its New York Branch until early- to mid-2006. Throughout this time, Barclays was aware of the process and its effect. For example, in December 2002, internal correspondence described the use of cover payments, stating:

To circumvent [sic] US legislation, [Barclays is] currently rout[ing] US\$ items for sanctioned institutions via unnamed account numbers, without mention of the sanctioned party. For customer transfers, payment cover is routed via MT202 to New York, naming only the account holding bank. A direct MT103 is then [sic] sent to the account holding bank...Further investigation suggests that we are carrying out this practice on behalf of four [Iranian bank] customers

44. In January 2003, a Barclays manager responded:

I am aware of this procedure but we have not encouraged anyone to use it. The banks mentioned maintain accounts with us and it is the only way, of which I am aware, to make USD payments. This method also applies to Sudan and Libya and outside the middle east to Cuba.

45. In July 2004, an internal assessment of Barclays' payments processing explained:

Cover payments are an issue for this project as they are effectively a way of by passing [sic] sanctions. . . . There is nothing in these payment messages [MT103 and MT202] that identifies them as linked for the purpose of screening.

46. In April 2005, Barclays recognized the risk of using cover payments rather than serial payments, which contain full beneficiary details. The risk impact was noted in an internal memo:

Changing to different message types would be much more expensive to us. Moral risk exists if we carry on using cover payments but that is what the industry does. I[n] M[y] H[umble] O[pinion] we should carry on using cover payments and accept that there is a risk of these being used on occasion to hide true beneficiaries (who may or may not be sanctioned individuals or entities).

47. In the spring of 2006, Barclays' senior management learned that four cover payments involving sanctioned parties had been routed through the New York Branch and were processed because the cover payments did not mention the sanctioned beneficiary or originator. Barclays' current management immediately made a voluntary disclosure regarding these payments to OFAC and to its banking regulators. Soon thereafter, Barclays was contacted by DOJ and DANY.

VII. Cooperation and Remediation

48. Barclays has fully acknowledged and accepted responsibility for its conduct. Barclays undertook a voluntary and comprehensive internal review of its historical payment processing and sanctions compliance practices. As part of its review, Barclays interviewed more than 175 current and former employees and reviewed more than one hundred million records, including hard copy and electronic documents. The review identified the practices described above, including the use of the LOC, the practice of altering payment instructions and omitting the names of Sanctioned Entities from payment messages, and the use of the sundry account.

Barclays reported all of its findings in a timely manner to DOJ, DANY, and to the regulatory authorities in the United States and the United Kingdom.

49. During the course of investigations by DOJ, DANY, and other authorities, Barclays has provided prompt and substantial cooperation including the following:

- a. Committing substantial resources, including, but not limited to, external consultants, numerous high level Barclays' employees, and an extensive document retention program, in order to conduct a thorough investigation;

- b. Providing timely and detailed reports of the Bank's investigation;

- c. Conducting an extensive review of customer records and SWIFT transactions, including the review of incoming and outgoing USD payments and trade finance transactions processed by Barclays between January 1, 2000 and July 31, 2007, to identify transactions that may have violated U.S. sanctions laws;

- d. Conducting extensive data analysis, document review, and interviews to identify the practices discussed above;

- e. Agreeing to toll any applicable statutes of limitation; and

- f. Making current and former Barclays' employees available for interviews by DOJ and DANY.

50. Barclays has taken voluntary steps to enhance and optimize its sanctions compliance programs by:

- a. Voluntarily terminating relationships with Sanctioned Banks and entities;

- b. Committing substantial personnel and resources to sanctions compliance programs, including appointing a senior employee to oversee sanctions screening processes and to ensure operational compliance with applicable sanctions laws;

- c. Enhancing its USD payment filtering systems;
- d. Designing and providing sanctions training to more than 130,000 employees, including intensive training to more than 800 specialist employees, and ensuring that sanctions training is incorporated in training for new employees;
- e. Creating a new enhanced sanctions compliance policy that includes a general prohibition of transactions on behalf of SDNs in all currencies;
- f. Undertaking an extensive internal audit of its sanctions compliance programs in 2008 and reporting the results to interested authorities, including DOJ and DANY;
- g. Committing to conduct regular further audits of sanctions compliance issues; and
- h. Ensuring that U.S. sanctions compliance is reported to the most senior executives of the Bank.

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DEFERRED PROSECUTION AGREEMENT

Credit Suisse AG ("Credit Suisse") is a financial institution registered and organized under the laws of Switzerland. Credit Suisse, by and through its attorneys, King & Spalding LLP, and the District Attorney of the County of New York ("DANY") enter into this Deferred Prosecution Agreement (the "Agreement"). Credit Suisse agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice (the "United States").

1. Credit Suisse agrees that it shall in all respects comply with its obligations in this Agreement and in the Deferred Prosecution Agreement it has entered into with the United States. A violation of Credit Suisse's obligations in its Deferred Prosecution Agreement with the United States may be deemed a violation of this Agreement, at the sole discretion of DANY.

2. Credit Suisse accepts and acknowledges responsibility for its conduct, and that of its employees, as set forth in the Factual Statement attached hereto as Exhibit A and incorporated herein by reference (the "Factual Statement").

3. As a result of Credit Suisse's conduct, as set forth in the Factual Statement, DANY has determined that it could institute a criminal prosecution against Credit Suisse pursuant to New York State Penal Law Section 175.10 and a forfeiture action against certain funds currently held by Credit Suisse, and that such funds could be forfeitable under New York State law. Therefore, Credit Suisse hereby expressly agrees to settle, and does settle, any and all criminal and forfeiture claims DANY has determined it could institute against those funds for the sum of \$536,000,000 (the "Settlement Amount"), half of which will be paid directly to DANY, to be distributed by

DANY to the City and State of New York.¹ The parties to this Agreement agree that the Settlement Amount will fully satisfy all claims presently held by DANY. Credit Suisse shall wire-transfer one-half of the Settlement Amount (*i.e.* \$268,000,000) to DANY within five (5) business days of the date of this Agreement.

4. In consideration of Credit Suisse's remedial actions to date and its willingness to: (i) acknowledge responsibility for its actions; (ii) have voluntarily terminated the conduct set forth in Exhibit A prior to the commencement of DANY's investigation; (iii) demonstrate its future good conduct and full compliance with FATF international Anti-Money Laundering and Combating Financing of Terrorism recommendations (as implemented by applicable Swiss law) and the Wolfsberg Anti-Money Laundering Principles for Correspondent Banking; (iv) continue to provide to DANY and the United States substantial cooperation, as detailed in the Factual Statement; and (v) settle any criminal claims currently held by DANY for any act within the scope of or related to the Factual Statement; DANY agrees as follows:

(a) that it shall defer prosecution of Credit Suisse for a period of twenty-four (24) months from the date of this Agreement, or less at the sole discretion of DANY. DANY shall not prosecute Credit Suisse if it complies with all of its obligations pursuant to this Agreement and its separate Deferred Prosecution Agreement with the United States; and

(b) that if Credit Suisse is in full compliance with all of its obligations under this Agreement and the Deferred Prosecution Agreement it enters with the United States

¹ Pursuant to the Deferred Prosecution Agreement with the United States referenced above, Credit Suisse has also agreed to pay separately \$268,000,000 to the United States for violations of Title 50, United States Code, and Section 1705 (International Emergency Economic Powers Act or "IEEPA"), to wit, Title 31, Code of Federal Regulations, Sections 560.203 and 560.204.

for the time period set forth above in Paragraph 4(a), this Agreement shall expire and be of no further force or effect.

5. Credit Suisse expressly agrees that within six (6) months of a material and willful breach by Credit Suisse of this Agreement or its Deferred Prosecution Agreement with the United States, any violations of New York State law that were not time-barred by the applicable statute of limitations as of the date of this Agreement, and (i) which relate to the facts set forth in the Factual Statement, or (ii) were hereinafter discovered by DANY pursuant to the review of information provided pursuant to Paragraph 14, may, in the sole discretion of DANY, be charged against Credit Suisse, notwithstanding the provisions or expiration of any applicable statute of limitations. Credit Suisse expressly waives any challenges to the venue or jurisdiction of the Supreme Court of the State of New York for the County of New York.

6. DANY recognizes that the Deferred Prosecution Agreement between Credit Suisse and the United States must be approved by the United States District Court for the District of Columbia, in accordance with 18 U.S.C. Section 3161(h)(2). Should that Court decline to approve the Deferred Prosecution Agreement between Credit Suisse and the United States for any reason, DANY and Credit Suisse are released from any obligations imposed upon them by this Agreement, this Agreement shall be null and void, and DANY shall not premise any prosecution of Credit Suisse, its employees, officers or directors upon any admissions or acknowledgements contained or referenced in this Agreement or the Deferred Prosecution Agreement between Credit Suisse and the United States.

7. Credit Suisse expressly agrees that it shall not, through its attorneys, board of directors, agents, officers, or employees, make any public statement contradicting, excusing, or justifying any statement of fact contained in the Factual Statement. Any such public statements by Credit Suisse, its attorneys, board of directors, agents, officers, or employees, shall constitute a material breach of this Agreement, and Credit Suisse would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision about whether any public statement by any such person contradicting, excusing, or justifying a fact contained in the Factual Statement will be imputed to Credit Suisse, for the purpose of determining whether Credit Suisse has breached this Agreement, shall be in the sole and reasonable discretion of DANY. Upon DANY's notification to Credit Suisse of a public statement by any such person that in whole or in part contradicts, excuses, or justifies a statement of fact contained in the Factual Statement, Credit Suisse may avoid breach of this Agreement by publicly repudiating such statement within seventy-two (72) hours of notification by DANY. This paragraph is not intended to apply to any statement made by any former Credit Suisse employee, officer, or director, or any statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct.

8. Should DANY determine, during the term of this Agreement, that Credit Suisse has committed any New York State crime other than those within the scope of this Agreement after the date of the signing of this Agreement, Credit Suisse shall, in the sole discretion of DANY, thereafter be subject to prosecution for any such crimes of which DANY has knowledge. The discovery by DANY of any purely historical

criminal conduct that did not take place during the term of the Agreement will not constitute a breach of the Agreement.

9. Except as set forth in Paragraph 11, or in the event of a breach of this Agreement, DANY agrees that it will not bring charges against Credit Suisse, its employees, officers, and directors, for any violations of law while acting within the scope of their duties, related to all matters contained in or involving the facts described in the Factual Statement or disclosed during the course of the investigation.

10. Should DANY determine that Credit Suisse has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to Credit Suisse of the alleged breach and allow Credit Suisse a two-week period from the date of receipt of said notice, or longer, at the discretion of DANY, to cure the breach by making a presentation to DANY that demonstrates that no breach has occurred, or, to the extent applicable, that the breach is not willful or material, or has been cured. The parties hereto expressly understand and agree that, should Credit Suisse fail to make the above-noted presentation within such time period, it shall be presumed that Credit Suisse is in material breach of this Agreement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of Credit Suisse to DANY or the United States at any time, unless otherwise agreed when the information was provided.

11. DANY agrees that it shall not seek to prosecute Credit Suisse, its current or former employees, officers, and directors, or any of its parents, affiliates, predecessors,

or successors for any act within the scope of the Factual Statement, or disclosed during the course of the investigation, that violated New York State law during the period of 1995 through the date of this Agreement, unless there is probable cause to believe that Credit Suisse, its employees, officers, and directors, acting within the scope of their employment for the benefit of Credit Suisse, during the period from 2002 through April 30, 2007, knowingly and willfully transmitted U.S. Dollar ("USD") denominated funds via the United States, that went to or came from persons or entities designated at the time of the transaction by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury as Specially Designated Terrorists ("SDTs"), Specially Designated Global Terrorists ("SDGTs"), Foreign Terrorist Organizations ("FTOs"), and proliferators of Weapons of Mass Destruction ("WMD") other than those disclosed to DANY prior to the date hereof.. Credit Suisse agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law of New York State, with respect to such conduct for a period of three (3) years from the date of this Agreement. The decision about whether Credit Suisse has breached this paragraph of the Agreement shall be at the sole discretion of DANY.

12. Credit Suisse agrees that, if it sells or merges all or substantially all of its business operations or assets, as they exist as of the date of this Agreement, to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations described in this Agreement. Any such provision included in a contract of sale or merger shall not expand the Agreement or impose any new obligations on Credit

Suisse beyond those contained in the Agreement, including but not limited to Credit Suisse's obligations as described in Paragraphs 14 and 15.

13. It is understood that nothing in this Agreement shall require Credit Suisse to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement, nor shall this Agreement extend any protections to any such company or entity.

14. Credit Suisse agrees that it shall, within 270 days from the date of this Agreement, represent in writing to DANY and the United States that it has conducted a review of payment data held by Credit Suisse, as of the date of this Agreement, related to USD payments for the period from January 1, 2002 through April 30, 2007, as follows:

(a) That a review of all available incoming and outgoing USD SWIFT MT 100/103 and MT 202 series payment messages processed through Credit Suisse's payment processing center located in Switzerland, during the period from January 1, 2002 through April 30, 2007, and a comparison of such data against the lists of persons and entities designated by OFAC as Specially Designated Terrorists ("SDTs"), Specially Designated Global Terrorists ("SDGTs"), Foreign Terrorist Organizations ("FTOs"), and proliferators of Weapons of Mass Destruction ("WMD"), and who were on such lists at any time during the period from January 1, 2002 through April 30, 2007, has been conducted; and

(b) That Credit Suisse has provided a report in electronic form to DANY and the United States containing information and all payment messages relating to any confirmed match made pursuant to Paragraph 14(a).

15. Credit Suisse agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of DANY, supply any relevant document, electronic data, or other objects in Credit Suisse's possession, custody, or control, as of the date of this Agreement relating to any transaction within the scope of or relating to the Factual Statement and known to Credit Suisse at the time of the signing of this Agreement. If such data is in electronic format, Credit Suisse shall provide access to such data and assistance in operating any computer and other equipment that is necessary to retrieve the data. This obligation shall not include production of materials covered by the attorney-client privilege, the work product doctrine, or Swiss or other applicable confidentiality, criminal, or data protection laws except as provided herein. To the extent that Credit Suisse believes in good faith that such materials are covered by Swiss confidentiality, criminal, or data protection laws, Credit Suisse shall use its best efforts to produce such materials, including supporting an application made by DANY to the appropriate governmental agency or court, for authority to provide DANY with the requested materials, provided that Credit Suisse shall not be required to produce any materials where such production would be in breach of applicable Swiss law. At the request of DANY, Credit Suisse shall provide a written memorandum explaining the operation and application of Swiss law where Credit Suisse concludes that it would be unlawful to directly or indirectly produce the materials to DANY.

16. It is further understood that this Agreement is binding on Credit Suisse and DANY only, and specifically does not bind any federal agencies or any state or local authorities. DANY will bring the cooperation of Credit Suisse and its compliance with

its other obligations under this Agreement to the attention of federal, state, or local prosecuting offices or regulatory agencies, if requested by Credit Suisse or its attorneys.

17. Credit Suisse agrees that it shall:

(a) By June 30, 2010 conduct or repeat U.N., U.S. and E.U. sanctions training, to include training of all employees; (1) involved in the processing or investigation of United States Dollar ("USD") payments, and all employees and officers who directly or indirectly are supervising these employees; (2) involved in the execution of USD denominated securities trading orders, and all employees and officers who directly or indirectly are supervising these employees; and (3) all U.S. employees. After such training is complete, Credit Suisse's Chief Executive Office must certify that such training has been completed;

(b) By June 30, 2010, certify that Credit Suisse has a written policy to require the use of the MT 202COV bank to bank payment message where appropriate and that it is continuing to employ a bank-wide systems architecture that requires the use of the MT 202COV for all cover payments;

(c) Maintain the electronic database of Society for Worldwide Interbank Financial Telecommunications ("SWIFT") Message Transfer ("MT") payment messages and other internal Credit Suisse documents relating to USD payments processed during the period from January 1, 2002 through April 30, 2007 in electronic format for a period of five years from the date of this Agreement; and

(d) Abide by any and all orders and regulations of the Board of Governors of the Federal Reserve System regarding remedial measures or other required actions related

to this matter; and abide by any and all orders and regulations of OFAC related to this matter.

18. It is further understood that this Agreement does not relate to or cover any conduct by Credit Suisse other than that disclosed during the course of the investigation or described in the Factual Statement and this Agreement.

19. Credit Suisse and DANY agree that this Agreement and the Factual Statement shall be disclosed to the public.

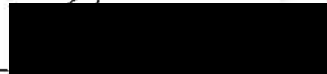
20. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between Credit Suisse and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or bind Credit Suisse or DANY unless expressly set forth in writing, signed by DANY, Credit Suisse's attorneys, and a duly authorized representative of Credit Suisse. This Agreement supersedes any prior promises, agreements, or conditions between Credit Suisse and DANY. Credit Suisse agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under this Agreement, and it agrees to abide by all the terms and obligations of the Agreement as described herein.

Acknowledgment

We, Romeo Cerutti and Tobias Guldemann, the duly authorized representatives of Credit Suisse AG, hereby expressly acknowledge the following: (1) that we have read this entire Agreement; (2) that we have had an opportunity to discuss this Agreement fully and freely with Credit Suisse AG attorneys; (3) that Credit Suisse AG fully and completely understands each and every one of its terms; (4) that Credit Suisse AG is fully satisfied with the advice and representation provided to it by its attorneys; and (5) that Credit Suisse AG has signed this Agreement voluntarily.

Credit Suisse AG

December 16, 2009
DATE



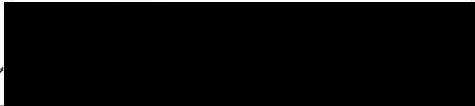
12/16/09
DATE




Counsel for Credit Suisse AG

We, Christopher Wray and Andrew Hruska, the attorneys for Credit Suisse AG, hereby expressly acknowledge the following: (1) that we have discussed this Agreement with our client; (2) that we have fully explained each one of its terms to our client; (3) that we have fully answered each and every question put to us by our client regarding the Agreement; and (4) we believe our client completely understands all of the Agreement's terms.

December 16, 2009
DATE


Christopher Wray
King & Spalding LLP
1700 Pennsylvania Avenue
Washington, DC 20006-4706

December 16, 2009
DATE


Andrew Hruska
King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036-2603

New York County District Attorney's Office

12/16/09

DATE



ROBERT M. MORGENTHAU
DISTRICT ATTORNEY

Assistant District Attorneys:

Richard T. Preiss
Aaron T. Wolfson
Gary T. Fishman
Adam S. Kaufmann

EXHIBIT A – FACTUAL STATEMENT

L Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreements dated December 16, 2009, between the U.S. Department of Justice (“DOJ”) and Credit Suisse AG (“Credit Suisse”), a Swiss bank, and between the New York County District Attorney’s Office (“DANY”) and Credit Suisse.

2. Beginning in the mid-1990s and continuing through 2006, Credit Suisse systematically violated both U.S. and New York State laws by moving hundreds of millions of dollars illegally through the U.S. financial system on behalf of entities subject to U.S. economic sanctions.

3. Credit Suisse engaged in this criminal conduct by: (a) removing or falsifying references from outgoing¹ United States Dollar (“USD”) payment messages that involved countries, banks, or persons listed as parties or jurisdictions sanctioned by the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) (collectively, “the Sanctioned Entities”); (b) advising the Sanctioned Entities how to evade automated filters at U.S. financial institutions primarily located in New York, New York; and (c) causing U.S. financial institutions to process sanctioned transactions unknowingly.

4. Additionally, as part of this criminal conduct, Credit Suisse: (a) deceived U.S. financial institutions into processing transactions they would not otherwise have processed; (b) prevented U.S. financial institutions from filing required Bank Secrecy Act

¹ References to “outgoing” messages indicate those payment messages that were transmitted by Credit Suisse to U.S. correspondent banks. “Incoming” messages refer to: (a) payment messages sent by Sanctioned Entities to Credit Suisse for further transmission to U.S. correspondent banks; and (b) payment messages that were transmitted to Credit Suisse from U.S. financial institutions.

("BSA") and OFAC-related reports with the U.S. government; (c) caused false information to be recorded in the records of U.S. financial institutions; and (d) caused U.S. financial institutions not to make records that they otherwise would have been required by U.S. law to make.

5. Credit Suisse altered USD payment messages by: (a) removing Iranian names and references from payment messages; (b) substituting abbreviations for Iranian customer names; and (c) inserting the phrase "one of our customers" instead of the actual names of its Iranian customers. In addition, Credit Suisse, through its subsidiary Credit Suisse Asset Management Limited, United Kingdom ("CSAM"), used code words for Sanctioned Entities when executing trades involving U.S. securities that were transmitted through the U.S. Credit Suisse knew that without such alterations, amendments, and code words, automated OFAC filters at U.S. clearing banks would likely halt the payment messages and securities transactions, and, in many cases, reject or block the sanctions-related transactions and report the same to OFAC. Credit Suisse manipulated payment messages and removed any identifying reference to sanctioned countries and entities so that the OFAC filters at the U.S. clearing banks would not identify the transactions and so that, as a result, the transactions would be automatically processed.

6. In addition to altering USD payment messages, Credit Suisse instructed its Iranian customers how to format USD payments so that such payments would evade U.S. sanctions and detection by automated filters used by U.S. financial institutions. In addition, Credit Suisse promised its Iranian customers that no messages would leave Credit Suisse without being hand-checked by a Credit Suisse employee to ensure that they had been formatted to avoid U.S. OFAC filters. When Credit Suisse employees

received payment messages that were not properly formatted by Iranian clients to avoid U.S. OFAC filters, Credit Suisse would alter or amend the messages to ensure that they would not be detected by U.S. financial institutions.

7. In addition to training its Iranian bank customers how to format their payment messages to evade the OFAC filters, Credit Suisse also gave them materials to use in training other banks on how to prepare payment messages to evade the filters.

8. By altering outgoing payment messages and by instructing its customers how to format messages to avoid U.S. OFAC filters, Credit Suisse caused U.S. financial institutions to process transactions that otherwise would likely have been held for investigation, rejected, or blocked, pursuant to OFAC regulations. Credit Suisse thus prevented U.S. financial institutions from filing both required BSA and OFAC-related reports with the U.S. Government. Credit Suisse continued to engage in these practices through 2006.

9. In December 2005, Credit Suisse made the decision to wind-down its business with countries, entities, and persons sanctioned by the U.S. and thus to end both USD denominated and non-USD denominated business with the Sanctioned Entities. In March 2006, Credit Suisse commenced an internal review of accounts at CSAM. In March 2007, Credit Suisse commenced an extensive and thorough internal investigation of its historic USD clearing business involving U.S. sanctioned countries and persons. Shortly thereafter, Credit Suisse was contacted by U.S. and New York law enforcement officials. As described herein, Credit Suisse has provided prompt and substantial assistance by sharing with DOJ and DANY, as well as the relevant regulators, the results of that internal investigation.

II. Credit Suisse's Business Organization and Assets

10. Credit Suisse is a financial services company headquartered in Zurich, Switzerland. All of Credit Suisse's payment processing was handled in Switzerland and its CSAM transactions were handled in London. Credit Suisse is active in over 50 countries and has approximately 47,000 employees. The U.S. headquarters for Credit Suisse is located at 11 Madison Avenue, New York, New York. Credit Suisse serves clients worldwide through its Private Banking unit, which includes a Wealth Management and Corporate & Institutional Clients unit, an Investment Banking unit, and an Asset Management unit. Credit Suisse's New York branch is subject to oversight and regulation by the Board of Governors of the U.S. Federal Reserve System and the New York State Banking Department. The Swiss Financial Market Supervisory Authority (FINMA) is Credit Suisse's primary home-country regulator.

11. As of September 30, 2009, Credit Suisse Group AG's year-to-date unaudited consolidated net income attributable to shareholders was approximately \$5.72 billion. Total unaudited consolidated assets and liabilities as of the same date equalled \$1 trillion and cash on hand was \$47.18 billion.

III. Applicable Law

Libyan Sanctions

12. On January 7, 1986, President Reagan issued Executive Order 12543 imposing broad economic sanctions against Libya. One day later, the President issued Executive Order 12544 of January 8, 1986, also ordering the blocking of all property and interests in property of the Government of Libya. President George H. W. Bush strengthened those sanctions in 1992 pursuant to Executive Order 12801. On September 22, 2004, President George W. Bush issued Executive Order 13357, terminating the national

emergency with regard to Libya and revoking the sanction measures imposed by the prior Executive Orders.

Iranian Sanctions

13. In 1987, President Ronald Reagan issued Executive Order 12613, which imposed a broad embargo on imports of Iranian-origin goods and services. In 1995 and 1997, President William Clinton issued Executive Order Nos. 12957, 12959, and 13059, which strengthened existing U.S. sanctions against Iran. The Executive Orders prohibit virtually all trade and investment activities between the U.S. and Iran, including but not limited to broad prohibitions on: (a) the importation into the U.S. of goods or services from Iran; (b) the exportation, sale, or supply of goods, technology or services from the U.S. or by a U.S. person to Iran; (c) trade-related transactions with Iran by U.S. persons, including financing, facilitating or guaranteeing such transactions; and (d) investment by U.S. persons in Iran or in property owned or controlled by Iran (collectively, the “Iranian Sanctions”).² With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Iranian Sanctions generally prohibit the export of services to Iran from the U.S.

Department of Justice Charge

14. DOJ has alleged, and Credit Suisse admits, that Credit Suisse’s conduct, as described herein, violated Title 50, United States Code, Section 1705, part of the International Emergency Economic Powers Act (“IEEPA”), which makes it a crime to wilfully violate or attempt to violate any regulation issued under IEEPA, to wit, Title 31, Code of Federal Regulations, Sections 560.203 and 560.204, that prohibit: (a) the

² The Iranian Transactions Regulations (“ITR”) are found at 31 CFR part 560 and can be reviewed at the OFAC website, located at www.ustreas.gov/ofac.

exportation from the United States of a service to Iran without authorization: and (b) any transaction within the United States that evaded and avoided, or had the purpose of evading and avoiding such regulations.

New York State Penal Law Charge

15. DANY has alleged, and Credit Suisse admits, that Credit Suisse's conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, "with intent to defraud... (i) make or cause a false entry in the business records of an enterprise...or (iv) prevent the making of a true entry or cause the omission thereof in the business records of an enterprise." Falsifying Business Records in the First Degree as defined by Section 175.10 of the New York Penal Law is a felony when a person or entity commits Falsifying Business Records in the Second Degree and the person's or entity's "intent to defraud includes an intent to commit another crime or to aid or conceal the commission of a crime."

IV. Conduct of Credit Suisse: Historical Background

16. As early as 1986, when Libyan sanctions were first implemented by the U.S., Credit Suisse began to assist its customers in evading such sanctions. Soon after the Libyan sanctions were issued, Credit Suisse instituted an internal policy that stated, "Payment orders of Libyan banks or government organizations to third party accounts in the United States or with U.S. banks abroad are to be executed without stating the name of the ordering party." By excluding such information, Credit Suisse knew that the payment messages would evade detection and automatically be processed by U.S. financial institutions.

17. Over the years, Credit Suisse -- sometimes in consultation with its sanctioned country clients -- refined its methods to ensure that payments continued to be processed in the U.S. despite applicable sanctions. In 1994, Credit Suisse issued an internal instruction advising that the phrase "By order of a client" could be used in payment messages if the ordering customer did not wish to be identified. Several Credit Suisse employees interviewed in 2009 by U.S. and New York law enforcement officials stated that Credit Suisse purposely used the "By order of a client" phrase to conceal the identity of the Sanctioned Entities.

18. As noted above, in 1995, President Clinton issued Executive Orders 12957 and 12959 strengthening U.S. sanctions against Iran. In response, Credit Suisse acted promptly to find solutions to bypass the sanctions. For example, in June 1995, the Credit Suisse representative office in Dubai, United Arab Emirates, issued a memorandum which stated:

Following the decision by the American authorities to declare a unilateral embargo against the Islamic Republic of Iran on April 30th, [an Iranian bank] approached Credit Suisse to open [a type of correspondent banking account for U.S. dollar transactions]. Crucial to them was that the name of the bank would not be mentioned on the transfer orders...Subsequently, [the Iranian bank] was informed that though payments in such a way are basically feasible, to omit the name of the bank could lead to some problems. Meanwhile, operations through this account have started...Some transfers have been rejected by the American banks as the name of [the Iranian bank] appears under the rubric 'Ordering Bank.' Question: a) what can be done to avoid this?

19. To overcome the enhanced U.S. sanctions, Iranian banks began requesting that Credit Suisse omit their names and Bank Identification Codes ("BICs") from payment messages sent by Credit Suisse to its U.S. correspondent banks. Credit Suisse complied

with the Iranian banks' requests and omitted the banks' names and identifiers in order to help bypass U.S. financial institutions' sanctions filters.

20. Despite these efforts, Credit Suisse continued to experience problems processing USD payments for its sanctioned customers. Several Iranian customer payments were rejected by U.S. financial institutions in the mid-1990s. To address this problem, Credit Suisse and its Iranian customers discussed additional ways to avoid future rejection or delay for Iranian customer payments. In 1995, an Iranian bank requested that Credit Suisse process all payments in favor of that Iranian bank with a cover payment method that would shield the Iranian bank's identity.³ Instead of using serial MT 103 payment messages, Credit Suisse began to use MT202 cover payment messages whenever possible to avoid revealing the identity of the ordering customer and beneficiary party for USD payments sent through U.S. financial institutions. Credit Suisse used cover payment messages about 95% of the time for outgoing customer payments that involved Iran. For non-sanctioned countries and entities, it used cover payments approximately 60% of the time.

21. In addition to using cover payments, Credit Suisse agreed to remove names, BICs, and any other identifying information from Iranian payment messages sent to U.S. correspondent banks. Credit Suisse employees knew that any references to Iran put the payments at risk of detection, rejection, delay, or possible blocking. For any rejected or

³ An MT 103 message is the de facto standard used in cross-border customer credit transfers and the MT 202 is the de facto standard used when making bank to bank credit transfers. A cover payment is typically a SWIFT payment where a MT 103 payment message is sent between the originator and the beneficiary, but the actual funds are transferred through the U.S. by using a MT 202 bank payment that lacks the payment details of the MT 103. As such, the U.S. institution will often not know who the funds are being transferred for or even that it involves a sanctioned country or entity.

blocked payments, the U.S. financial institutions would have been required under U.S. law to file reports with OFAC regarding such transactions.

Credit Suisse 1998 Reorganization

22. In 1998, Credit Suisse First Boston AG (“CSFB”), a Credit Suisse subsidiary domiciled in Switzerland with operations in London and New York, New York, decided to transfer “[a]ll activities with Iran...into [Credit Suisse], including the representative office in Tehran.” A July 29, 1999, internal Credit Suisse email states:

As we all know, the purpose of the ‘sanctioned countries’ project is to minimize (or avoid all together) contact of CSFB with the four identified countries.⁴ Within the BU transfer of the clients (primarily banks) from sanctioned countries to [Credit Suisse] we will however, in future, have a situation where [Credit Suisse] can process trade finance businesses with such countries by order of CSFB clients.

In communications with Iranian banks, Credit Suisse’s Iran Desk stated that the decision to move the Iranian clients from CSFB to Credit Suisse was driven by U.S. sanctions concerns.

23. In addition, Credit Suisse outsourced its USD clearing activities to the Bank of New York (“BoNY”)⁵ and other U.S. correspondent banks, primarily located in New York, New York. A CSFB senior manager stated in an internal memorandum that “the decision to outsource USD payment processing is primarily driven by the fact that...we still remain a small player in the USD payments. To build the volume needed...[is] an unrealistic option.”

24. To further their ongoing efforts to evade U.S. sanctions and to ensure that other U.S. financial institutions would automatically process this new stream of payments,

⁴ Iran, Iraq, Libya, and North Korea, each of which was subject to U.S. sanctions pursuant to various Executive Orders.

⁵ In July 1, 2007, Bank of New York became Bank of New York Mellon.

Credit Suisse notified its Iranian clients about the change in USD clearing from CSFB to U.S. correspondents and provided them with a pamphlet entitled "How to transfer USD payments." The pamphlet provided detailed payment instructions on how to avoid triggering U.S. OFAC filters.

2003 Increase in Iranian business

25. In 2003, Lloyds TSB plc ("Lloyds") decided to terminate its USD clearing activity for all of its Iranian bank clients. In August 2003, Lloyds' Iranian customers agreed to move their USD clearing services to Credit Suisse. Despite reports that Lloyds' clients were satisfied with Lloyds and did not want to diversify their correspondent accounts, Credit Suisse did no due diligence to determine why nearly every Iranian bank customer of Lloyds left it for Credit Suisse. As a result of this sudden shift in business, Credit Suisse became one of the main USD clearing banks for the Iranian banking system, increasing the number of Iranian USD payments from approximately 49,000 in 2002 to nearly 200,000 in 2005.

V. Special Services for Iranian Clients

26. With the knowledge that Iranian references in SWIFT messages sent to U.S. financial institutions would lead to the rejection or blocking of payments, Credit Suisse employed a payment system wherein all payments involving Iran were manually reviewed before they were sent to U.S. financial institutions. If the payment contained any Iranian reference, Credit Suisse altered the payment before sending it to the U.S. Employees of Credit Suisse used this process as a marketing tool, noting to their sanctioned clients, "[I]t is absolutely impossible that one of your payment instructions will be effected without having it checked in advance by our specially designated

payment team at Credit Suisse in Zurich and all team members are most professional and aware of the special attention such payments of yours do require” (italics in original). Credit Suisse assisted its Iranian customers and assured the processing of Iranian USD transactions by providing guidelines on how to format payment messages to ensure they would not be rejected or blocked by OFAC filters at U.S. financial institutions.

27. Credit Suisse employees believed that BoNY would not process any Iran-related transactions, legal or illegal, from Credit Suisse. Credit Suisse employees further believed that the only way for Credit Suisse to get Iranian transactions through BoNY was to ensure that BoNY’s filters could not identify the Iranian origin of the transactions. BoNY would then process the Iranian transactions without knowing where the money was destined. As stated in one internal Credit Suisse communication, “since only the [Iranian] account number was mentioned, [BoNY] probably were not aware of where they paid the money to.”

28. Beginning as early as 1995 and continuing until 2005, Credit Suisse, both internally and with its Iranian clients, created procedures and guidelines to facilitate the processing of prohibited USD transactions by its USD correspondents. Credit Suisse’s internal communications showed a continuous dialogue about evading U.S. sanctions spanning approximately a decade, assessing how to better process Iranian transactions to promote increased business from existing and future Iranian clients. An internal Credit Suisse memorandum dated March 12, 1999 stated:

Payment orders in USD can only be paid via the American clearing, if the name of the Iranian party is not mentioned (US sanctions). Otherwise, the amounts are returned by the American banks. Even though corresponding warnings have been loaded, there [sic] almost every week cases that are processed incorrectly by us.

In May 2005, an internal Credit Suisse email stated:

If we do not have a key contact with the beneficiary's bank, we have to carry out the payment via the US, e.g. via BKTRUS33. However, no reference to Iran may be made in the field reserved for information on the ordering party (no Iranian telephone numbers either). No such reference should be made in fields 70 or 72 either.

Alteration of Field Data

29. From as early as 2002, Credit Suisse employees altered the field data of Iranian messages being sent to U.S. financial institutions. The alteration of data included the removal of Iranian names, addresses or telephone numbers and the replacement of Iranian remitter names with terms such as "Order of a Customer" or "Credit Suisse." In some instances, changes were made to SWIFT messages by request of the originating Iranian banks. If further clarification was needed on a payment order, it was forwarded to Credit Suisse's "Investigations" unit within payment processing, which would then contact the originating Iranian bank and inquire how to amend the payment so that it could be processed. Credit Suisse employees also made material changes or removed Iranian information from payment messages on their own initiative.

"Order of a Customer" Practice

30. As early as 1997, Iranian banks requested that Credit Suisse not forward the identity of the Iranian banks to the U.S. when engaging in USD transactions. Credit Suisse responded by assuring its Iranian clients: "Kindly note that we take care of your request with the highest cautiousness." By using Credit Suisse's internal processing system, employees manually keyed in "Order of a Customer" when Iranian payments had to be processed as serial payments through U.S. banks. This procedure was promoted at Credit Suisse, as demonstrated by an email from a Team Leader in the Bank Payments

unit. The email stated, "In order to put an end, once and for all, to the discussions regarding the processing of USD payment orders of Iranian banks, I have worked out various examples that are to be considered binding for everyone." Attached to the email were several screenshots of Credit Suisse's payment application illustrating how to format payment messages to ensure they would pass through the U.S. financial institutions undetected by U.S. OFAC filters. For example, one such screenshot showed an incoming payment message listing an Iranian bank as the ordering institution in SWIFT field 52 and contained the following instructions: "Population of field 52 with 'one of our clients' in case of serial payments via the US." A second screenshot showed an incoming payment with the reference "without mentioning our banks [sic] name" in field 52 and contained the following instructions: "Population of field 52 with 'one of our clients' in case of serial payments." Until 2004, Credit Suisse's use of "Order of a Customer" was a standard procedure for processing bank payment messages involving its Iranian customers.

Population of Field 52

31. In addition to populating SWIFT field 52 with the words "Order of a Customer," Credit Suisse forwarded some Iranian USD payment messages to U.S. financial institutions with misleading information in the same field.

32. In this regard, Credit Suisse received certain payment messages from an Iranian bank wherein field 52 was falsely populated with "Credit Suisse" or the Credit Suisse BIC code. Credit Suisse employees were aware of the Iranian bank's method of populating field 52 with "Credit Suisse" in its bank payment messages, yet they forwarded those messages to U.S. financial institutions as received. A November 2000

email circulated by a team leader in Credit Suisse's Bank Payments unit contained screenshots of an incoming payment order from an Iranian bank in which Credit Suisse was listed as the ordering institution in field 52. The instructions were to make no changes to the misleading information in field 52 for serial payment messages made to U.S. financial institutions.

33. A different Iranian bank sent payments to Credit Suisse with the beneficiary bank falsely listed as the ordering institution. Credit Suisse employees forwarded this incorrect information to U.S. financial institutions.

Use of Abbreviations

34. In addition to deleting references and providing false information, Credit Suisse developed another practice whereby the Iranian beneficiary bank was identified by an abbreviation for USD payments. Credit Suisse's Iran Desk was involved in promoting the use of abbreviations. In an April 16, 2003 email, the head of the Iran Desk wrote to the Credit Suisse representative office in Tehran, "[E]ntry to their account works when account number plus [XXX] is stipulated as beneficiary. What is also important of course is that applicant will give details of final beneficiary as reference for the beneficiary, then it should work." Despite the use of abbreviations, U.S. financial institutions were able to reject or block payments to Iranian beneficiaries when the U.S. financial institutions began to identify and understand the meaning of the abbreviations. Most payment messages were automatically processed by U.S. financial institutions and unless the institutions had some other reason to stop the payment, the payments would not be reviewed or halted.

35. Credit Suisse also employed “insider knowledge” to evade U.S. correspondents’ enforcement of governmental and internal regulations; as one Credit Suisse employee stated, “From my own experience as a trainee at [BoNY], I got to know the OFAC filter. Once BoNY will have discovered the connection between the account no. [CS a/c no.] and [Iran bank], the OFAC filter of BoNY will filter out all future payments with these data.”

36. In December 2003, an Iranian beneficiary bank asked Credit Suisse for an additional USD account identifying the Iranian beneficiary bank only by a designated abbreviation (first letter of each word constituting the bank’s name, together with the abbreviation commonly used for a type of legal entity, i.e., PLC). On January 28, 2004, Credit Suisse confirmed that it had opened the requested account, writing to the Iranian bank, “Reference is made to the various conversations and your email, dated December 18, 2003 wherein you asked us to open a new USD account...Now, we would like to confirm the account number as follows: [acct # redacted].”

Increase in Cover Payments

37. In October 2001, Special Recommendation VII (“SR VII”) of the Financial Action Task Force (“FATF”) stated that countries should take measures to require financial institutions to include accurate and meaningful originator information on funds transfers and related payment messages. It further stated that member countries should closely monitor any funds transfers that did not contain complete originator information. To implement SR VII, the Swiss Federal Banking Commission (“SFBC”) issued a new Ordinance on Money Laundering that came into effect on July 1, 2004, that required the disclosure of the identity of the remitter in payment orders. Faced with these new

regulations, Credit Suisse's Iran Desk discussed whether it would be possible to identify an Iranian beneficiary's bank with the account number alone. In June 2004, Credit Suisse amended its prior internal directive and henceforth, prohibited the use of "Order of a Customer" and similar expressions for all international wire transfers, including customer and bank payment messages. Because Credit Suisse was no longer legally permitted by Swiss banking law to use the wording "Order of a Customer" in field 52 when forwarding an Iranian bank payment order, nearly all payment messages were thereafter processed with the cover payment method. Thus, Credit Suisse began using cover payments where it previously would have used serial payments."

38. In order to maintain its USD clearing for its Iranian customers after the implementation of SR VII and the accompanying changes in Swiss banking law, Credit Suisse sent guidelines containing cover payment method instructions to its Iranian customers. These instructions stated, "For the cover payment the instructing bank will issue a second MT 202 directly to their US bank correspondent, only mentioning Credit Suisse as beneficiary...If an account number is requested, then the account number...of Credit Suisse, Zurich with [BoNY] may be indicated."

Credit Suisse employee's summary of procedures

39. Credit Suisse created the above procedures specifically to provide prohibited USD clearing services to Iranian and other Sanctioned Entities. A Credit Suisse internal email dated September 24, 2003, sent from a team leader in Customer Payments to a sector

⁹F or example, on September 11, 2006, Credit Suisse directed its payments centers to discontinue certain prohibited payments by an Iranian bank. Using the cover payment method, during the six weeks from September 11, 2006, to October 27, 2006, Credit Suisse, nevertheless, processed fifty-four outbound payments involving that Iranian bank, the total value of which was in excess of \$8 million.

head within Customer Payments, described the process for Credit Suisse's Iranian USD processing as follows:

The procedure is identical for all Iranian banks: 1) We attempt to send all USD payments directly to the bank of the beneficiary. Only cover payments are made through the US. In such cases, the ordering institution is not disclosed. 2) Should 1) not be possible (if the beneficiary bank is an American bank or if no Swift connection or no correspondent was named), then the payment will be made through America. We make sure that the ordering institution is not mentioned (this has been programmed into the system as a default) and that the ordering customer has no connection to 'Iran'. 3) Should 1) and 2) not be possible, then the payment order will be forwarded to Investigations for further clarifications with the ordering institution.

Credit Suisse internal discussions regarding USD clearing/CIF warnings

40. Credit Suisse's payment system included specific intra-company warnings designed to ensure payment messages were reviewed and properly processed according to internal procedures. Initially, warnings were loaded into the Credit Suisse Customer Information Files ("CIF"). In February 1999, the Credit Suisse Iran Desk added internal warnings to the accounts of its Iranian bank customers, expressly directing Credit Suisse employees: "Do not mention the name of the Iranian bank in payment orders." In 2002, another warning was loaded in the CIF which likewise stated: "FOR USD-PAYMENTS OUTSIDE CREDIT SUISSE/CS FIRST BOSTON DO NOT MENTION THE NAME OF THE IRANIAN BANK." Credit Suisse decided to remove warnings from the CIFs and to replace them with long-term instructions concerning Iranian entities that stated, "Execute USD payment orders always with direct order and cover payment." These instructions intended that "an Iranian origin will never be named in USD payments carried out for Iranian banks (because of the US sanctions)!"

Credit Suisse sent guidelines to Iranian customers

41. In addition, Credit Suisse provided its Iranian customers with guidelines detailing how payment messages should be formatted and processed to evade U.S. OFAC filters. In a 1998 letter to an Iranian customer, explaining the transfer of its USD clearing services to BoNY, Credit Suisse wrote:

In order to provide your esteemed institution with our clearing services in U.S. Dollars, we have introduced a procedure to facilitate your USD-payments through our clearing system. The change of our USD-clearer to Bank of New York, New York, will not affect our mutual relationship on any clearing transaction in U.S. Dollars as long as the established procedure will be followed.

According to those instructions, the MT202 sent to the USD-clearing bank was completed "without mentioning [the Iranian bank's] name." Payment instructions included a letter from Credit Suisse's Iran Desk to an Iranian customer dated October 16, 2003, that stated, "This is to provide you our recommendation for the entry of funds how to handle bank-to-bank payments on your account with Credit Suisse and the following procedures should be applied in order to avoid any difficulties." Credit Suisse consistently advised its Iranian customers: "Under no circumstances any link to your good bank or Iran should be mentioned."

42. Between March 2004 and November 2005, Credit Suisse repeatedly sent similar letters to its Iranian customers describing its internal procedures for forwarding Iranian payment orders as: "Our Payment department will stop all USD-payments initiated by your fine bank in any case and shall be effected as outlined in the drawing 'Direct payment order and cover payment order.'" The effect of this training and assistance from Credit Suisse to its Iranian customers was dramatic. For example, nearly 96% of customer payment messages relating to Iranian customers were made using cover

payments. However, for non-sanctioned payment messages, a mere 60% were made using cover payments.

VI. SDN Transactions

43. In addition to the prohibited Iranian transactions, Credit Suisse processed transactions for Specially Designated Nationals ("SDNs"). SDN's are individuals and companies owned or controlled by, or acting for or on behalf of, certain targeted countries sanctioned by the U.S. They are generally prohibited from conducting business in the U.S. or with U.S. financial institutions.

44. Credit Suisse processed hundreds of Libyan SDN payments through U.S. financial institutions. Additionally, Credit Suisse processed eighty-eight SDN payments for individuals and companies from other countries, primarily Burma,⁷ Sudan,⁸ and Iran, through U.S. financial institutions. Of these eighty-eight payments, twenty were serial payments that were blocked by U.S. banks and sixty-eight were cover payments that were not blocked by U.S. banks.

VII. Sudanese and Other Sanctioned Entities Payments

45. Credit Suisse sent at least forty outbound payment messages involving Sudan without a discernible OFAC exemption.

46. Credit Suisse sent at least thirty outbound payments involving Burma without a discernible OFAC exemption.

⁷ In July 2003, President Bush issued Executive Order 13310 which prohibited (i) the exportation or re-exportation of financial services to Burma, directly or indirectly, from the United States and/or (ii) dealing in property and interests in property that come within the United States of persons listed in the Annex to Executive Order 13310.

⁸ In 1997 and 2006, Presidents Clinton and George W. Bush issued Executive Orders Nos. 13067 and 13412, respectively, which imposed a trade embargo against Sudan and prohibited the dealing in property and interests in property of the Government of Sudan (collectively, the "Sudanese Sanctions").

47. Credit Suisse sent at least thirty-two outbound payment messages in which the Government of Cuba or a Cuban national had an interest through financial institutions located in the U.S. in violation of the Cuban sanctions.⁹

48. These outbound payments messages were sent knowingly by Credit Suisse and in violation of U.S. and New York State law.

VIII. Securities

Credit Suisse Asset Management's Relationship with BADEA and LAFICO

49. CSAM maintained asset management relationships with the Arab Bank for Economic Development in Africa ("BADEA") and the Libyan Arab Foreign Investment Company ("LAFICO") to manage their fixed income portfolios and an equity portfolio for BADEA. BADEA is a development bank established in 1974 by the governments of the member states of the League of Arab States and is headquartered in Khartoum, Sudan. LAFICO is a Libyan state-owned investment company. U.S., U.N., and U.K.¹⁰ sanctions against Libya were in effect when CSAM began managing LAFICO's funds and transactions for both BADEA and LAFICO were prohibited. OFAC sanctions against Libya were not lifted until September of 2004.

Special Procedures for LAFICO and BADEA

50. In August 2000, a senior CSAM officer issued a memorandum to those responsible for the BADEA and LAFICO accounts, setting out procedures that varied from the standard operating procedures. The procedures were designed to use code

⁹ Regulations implementing sanctions under the Trading With the Enemy Act, 50 U.S.C. App. §§ 1-44 were issued on July 8, 1963, and prohibit, among other things, transactions involving Cuba or nationals of Cuba between, by, through, or to any banking institution wherever located with respect to any property subject to U.S. jurisdiction in which Cuba or a Cuban national has or has had any interest.

¹⁰ CSAM had received permission from the Bank of England to manage LAFICO's "blocked" funds pursuant to an agreement with the Bank of England in 1996.

names at all times, restrict knowledge of the clients' identities internally and externally, restrict communications from the client to the client teams and the legal and compliance departments, prohibit U.S. citizens from working on the accounts and prevent trades involving these accounts and U.S. counterparties. CSAM used the code names "CB," "Confidential Client CB," and "Wood" for BADEA to evade OFAC sanctions. Similar to BADEA's code name of "Wood," CSAM gave the LAFICO account the code name "Iron," again with the purpose of evading OFAC sanctions.

51. Between 2000 and 2006, CSAM executed trades involving U.S. securities on behalf of BADEA and LAFICO through its omnibus account at Credit Suisse USA in New York and at other brokerages in the United States. While the majority of the transactions were processed through Credit Suisse's U.S. office, some were routed through other U.S. brokerages. CSAM also utilized code names to disguise the names of the sanctioned parties and maintained sub-accounts in these names in its omnibus account maintained at Credit Suisse USA.

IX. Scope of Conduct

52. As set forth herein, for more than a decade, Credit Suisse executed money transfers designed to evade detection by OFAC filters at U.S. financial institutions. In doing so, Credit Suisse altered SWIFT payment messages for Iranian banks and other Iranian entities. Further, Credit Suisse provided special services to ensure that payments in violation of IEEPA and OFAC regulations for Iran, Sudan, Burma, Cuba and Libya cleared through U.S. financial institutions. The total value of these transactions exceeded \$1.6 billion.

X. Credit Suisse's Decision to Terminate Business with Sanctioned Countries

Merger of CSFB and Credit Suisse

53. In August 2004, Credit Suisse's Group Executive Board and the Board of Directors of Credit Suisse Group approved further exploration of a merger between Credit Suisse and CSFB. As a result, Credit Suisse realized it could no longer ensure that its U.S. employees would be segregated from business relationships involving U.S. sanctioned countries and entities, therefore leaving them at risk of violating U.S. law.

Project Uno looks into business with U.S. sanctioned countries

54. In December 2004, Credit Suisse initiated an internal project called "Project Uno" in an effort to fully integrate the bank's business lines within its organizational structure. Within the context of "Project Uno," Credit Suisse established a special task force to review the status of its business relationships with U.S. sanctioned countries and to propose options for the future. On May 13, 2005, the merger of Credit Suisse and CSFB was formally executed, thus reinforcing Credit Suisse's need to address the issues surrounding its business with U.S. sanctioned countries and entities.

Decision to end relationship with sanctioned countries

55. On December 20, 2005, Credit Suisse's Group Executive Board decided to discontinue all business with U.S.-sanctioned countries, with the exception of existing relations with private banking customers from Iran and Syria, subject to strict restrictions. To avoid suffering any losses or risk contractual breaches, Credit Suisse decided to wind down the business over the course of a year.

2007 - Credit Suisse ends relationship with remaining private banking customers from Iran

56. In October 2007, Credit Suisse decided to terminate its relationships with its remaining private banking customers from Iran. All relationships with private banking customers domiciled in Iran were to be terminated by the end of June 2008.

XI. Actions Taken by Credit Suisse Prior to Investigation

57. In 2006, Credit Suisse commenced taking significant steps to rectify the deficiencies described herein. Credit Suisse's extensive remediation efforts have included the following:

- a. Amending existing policies and issuing new policies providing for enhanced standards in relation to U.S. sanctions programs and the procedures for ensuring compliance with these enhanced standards;

- b. Designating compliance with U.S. sanctions programs as a standard item of internal audits;

- c. Establishing competence centers and designating individuals responsible for coordinating and monitoring compliance with U.S. sanctions programs;

- d. Introducing U.S. sanctions training programs, which are mandatory for all payment processing employees;

- e. Enactment of a confidential communications channel for employees to report potential misconduct; and

- f. Implementing sanctions filters screening all incoming and outgoing transactions for references to countries and persons sanctioned under United States laws.

XII. Credit Suisse Cooperation

58. Throughout the course of this investigation, Credit Suisse has provided prompt and substantial cooperation to DOJ and DANY including the following:

a. Working with DOJ, DANY, the Federal Reserve Bank of New York and relevant Swiss authorities to develop an effective approach to disclose, in compliance with Swiss law, data, communications, and documents underlying the misconduct;

b. Committing significant resources to conduct an internal investigation into the provision of USD clearing services to the Sanctioned Entities;

c. Conducting an exceptionally detailed review of all incoming and outgoing USD payments processed by Credit Suisse, via SWIFT, in the period from January 1, 2002, to April 30, 2007, against OFAC watch lists of all categories of Specially Designated Nationals (“SDNs”) and to identify payments which were cleared through U.S. banks and which possibly were not covered by an exemption under the OFAC sanctions programs against Burma, Cuba, Iran, Sudan, and North Korea as in force at the time of the payment;

d. Conducting an extensive SWIFT data analysis, document review, and interviews to identify “special methods” that were used in the period beginning in 1995 and ending on April 30, 2007 for the purpose of preventing U.S. banks from noticing the involvement of Iranian banks or persons in USD payments;

e. Providing regular and detailed updates to DOJ, DANY, OFAC, and the Federal Reserve Bank of New York on the results of its investigation and forensic SWIFT data analyses and responding to additional specific requests of DOJ and DANY;

f. Making available employees of Credit Suisse for interview by U.S. and New York law enforcement officials; and

g. Agreeing, as part of its cooperation with DOJ and DANY to certify that it has successfully enhanced and optimized its sanctions compliance programs and is

adhering to best practices in its international payment operations. Credit Suisse has also agreed to cooperate in DOJ and DANY's ongoing investigations into these banking practices and pledged to work with OFAC and its regulators to ensure ongoing sanctions compliance. Furthermore, Credit Suisse is a founding member of the Wolfsberg Anti-Money Laundering Principles of Correspondent Banking and will adhere to best practices in the industry.

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DEFERRED PROSECUTION AGREEMENT

Lloyds TSB Bank plc ("LLOYDS") is a financial institution registered and organized under the laws of England and Wales. LLOYDS, by and through its attorneys, Linklaters LLP and Sullivan & Cromwell LLP, and the District Attorney of the County of New York ("DANY") enter into this Deferred Prosecution Agreement (the "Agreement"). LLOYDS agrees to enter into a separate Deferred Prosecution Agreement with the United States Department of Justice (the "United States").

1. LLOYDS agrees that it shall in all respects comply with its obligations in this Agreement and in the Deferred Prosecution Agreement it has entered into with the United States. A violation of LLOYDS' obligations in its Deferred Prosecution Agreement with the United States may be deemed a violation of this Agreement, at the sole discretion of DANY.

2. LLOYDS accepts and acknowledges responsibility for its conduct and that of its employees as set forth in the Factual Statement attached hereto as Exhibit A and incorporated herein by reference (the "Factual Statement").

3. As a result of LLOYDS' conduct as set forth in the Factual Statement, DANY has determined that it could institute a criminal prosecution pursuant to New York State Penal Law Section 175.10 and forfeiture action against certain funds currently held by LLOYDS, and that such funds would be forfeitable under New York State law. Therefore LLOYDS hereby expressly agrees to settle and does settle any and all criminal and forfeiture claims presently held by DANY against those funds for the sum of \$350,000,000 (the "Settlement Amount"), half of which will be paid directly to DANY to be distributed to the City and State of New York at the discretion of the District Attorney,

in lieu of fines and forfeiture.¹ The parties to this Agreement agree that the Settlement Amount will fully satisfy all claims presently held by DANY. LLOYDS shall wire-transfer half the Settlement Amount to DANY within five (5) business days of the date of this Agreement.

4. In consideration of LLOYDS' willingness to: (i) acknowledge responsibility for its actions; (ii) voluntarily terminate the conduct set forth in Exhibit A; (iii) cooperate with DANY as stated in Paragraphs 14 and 15 of this Agreement; (iv) demonstrate its future good conduct and full compliance with international Anti-Money Laundering and Combating Financing of Terrorism ("AML/CFT") best practices and the Wolfsberg Anti-Money Laundering Principles for Correspondent Banking; and (v) settle any criminal claims currently held by DANY for any act within the scope of or related to the Factual Statement; DANY agrees as follows:

(a) that it shall defer prosecution of LLOYDS for a period of twenty-four (24) months from the date of this Agreement, or less at the discretion of DANY. DANY shall not prosecute LLOYDS if it complies with all of its obligations pursuant to this Agreement and its separate Deferred Prosecution Agreement with the United States except that DANY may choose to prosecute LLOYDS for any conduct that is specified in Paragraph 11 of this Agreement: and

(b) that if LLOYDS is in full compliance with all of its obligations under this Agreement and the Deferred Prosecution Agreement it enters with the United States for

¹ Pursuant to the Deferred Prosecution Agreement with the United States being entered into contemporaneously, LLOYDS has also agreed to pay separately \$175,000,000 to the United States for violations of Title 50, United States Code, and Section 1705, to wit, Title 31, Code of Federal Regulations, Sections 560.203 and 560.204.

the time period set forth above in Paragraph 4(a), this Agreement shall expire and be of no further force or effect.

5. LLOYDS expressly agrees that within six months of a material and willful breach by LLOYDS, any violations of New York State law that were not time-barred by the applicable statute of limitations as of the date of this Agreement and (i) which relate to the facts set forth in the Factual Statement or (ii) were hereinafter discovered pursuant to the review of information provided pursuant to Paragraph 14 may, in the sole discretion of DANY be charged against LLOYDS, notwithstanding the provisions or expiration of any applicable statute of limitations. LLOYDS expressly waives any challenges to the venue or jurisdiction of the Supreme Court of the State of New York for the County of New York.

6. DANY recognizes that the Deferred Prosecution Agreement between LLOYDS and the United States must be approved by the United States District Court for the District of Columbia, in accordance with 18 U.S.C. § 3161(h)(2). Should that Court decline to approve the Deferred Prosecution Agreement between LLOYDS and the United States for any reason, DANY and LLOYDS are released from any obligations imposed upon them by this Agreement, this Agreement shall be null and void, and DANY shall not premise any prosecution of LLOYDS, its employees, officers or directors upon any admissions or acknowledgements contained in this Agreement or the Deferred Prosecution Agreement between LLOYDS and the United States.

7. LLOYDS expressly agrees that it shall not, through its attorneys, board of directors, agents, officers or employees, make any public statement contradicting, excusing or justifying any statement of fact contained in the Factual Statement. Any such

public statements by LLOYDS, its attorneys, board of directors, agents, officers or employees, shall constitute a material breach of this Agreement, and LLOYDS would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision of whether any public statement by any such person contradicting a fact contained in the Factual Statement will be imputed to LLOYDS for the purpose of determining whether LLOYDS has breached this Agreement shall be in the sole and reasonable discretion of DANY. Upon DANY's notification to LLOYDS of a public statement by any such person that in whole or in part contradicts a statement of fact contained in the Factual Statement, LLOYDS may avoid breach of this Agreement by publicly repudiating such statement within seventy-two (72) hours after notification by DANY. This paragraph is not intended to apply to any statement made by any former LLOYDS' employee, officer or director, or statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual regarding that individual's personal conduct.

8. Should DANY determine during the term of this Agreement that LLOYDS has committed any state crime other than those covered by this Agreement, LLOYDS shall, in the sole discretion of DANY, thereafter be subject to prosecution for any state crimes of which DANY has knowledge.

9. Except in the event of a breach of this Agreement, DANY agrees that it will not bring charges against LLOYDS, its employees, officers and directors, while acting within the scope of their duties, for any violations of law related to all matters contained in or involving the facts described in the Factual Statement or disclosed during the course of the investigation except as set forth in Paragraph 11 of this Agreement.

DANY agrees that if, in its sole discretion, DANY determines that LLOYDS its employees, officers and directors, did not act knowingly and willfully as to conduct described in Paragraph 11 any criminal violations related to such conduct will fall within the scope of this paragraph and will not be charged. If DANY determines, in its sole discretion, that LLOYDS, its employees, officers and directors, acted knowingly and willfully as to conduct described in Paragraph 11, DANY agrees that it will in good faith attempt to resolve any criminal liability arising out of that conduct, but any resolution of that criminal liability is within the sole discretion of DANY. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal.

10. Should DANY determine that LLOYDS has committed a willful and material breach of any provision of this Agreement, DANY shall provide written notice to LLOYDS of the alleged breach and allow LLOYDS a two-week period from the date of receipt of said notice, or longer at the discretion of DANY, to cure by making a presentation to DANY that demonstrates that no breach has occurred or, to the extent applicable, that the breach is not willful or material or has been cured. The parties hereto expressly understand and agree that should LLOYDS fail to make the above-noted presentation within such time period, it shall be presumed that LLOYDS is in material breach of this Agreement. The parties further understand and agree that the exercise of discretion by DANY under this paragraph is not subject to review in any court or tribunal. In the event of a breach of this Agreement that results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of

LLOYDS to DANY or the United States at any time, unless otherwise agreed when the information was provided.

11. DANY agrees that it shall not seek to prosecute LLOYDS, its current or former employees, officers and directors, for any act within the scope of or related to the Factual Statement or disclosed during the course of the investigation that violated New York State law during the period of March 15, 1995 through the date of this Agreement, unless there is probable cause to believe that LLOYDS, or its employees, officers and directors, acting within the scope of their employment for the benefit of LLOYDS, knowingly and willfully transmitted funds that went to or came from persons or entities designated at the time of the transaction by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury as Specially Designated Terrorists ("SDTs"), Specially Designated Global Terrorists ("SDGTs"), Foreign Terrorist Organizations ("FTOs") and proliferators of Weapons of Mass Destruction ("WMDs"). LLOYDS agrees that it shall waive the provisions of Article 30 of the Criminal Procedure Law with respect to such conduct for a period of three years from the date of this Agreement.

12. LLOYDS agrees that, if it sells or merges all or substantially all of its business operations or assets as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations described in this Agreement. Any such provision in a contract of sale or merger shall not expand or impose new obligations on LLOYDS beyond those contained

in this Agreement, including but not limited to the LLOYDS' obligations as described in Paragraphs 14 and 15.

13. It is understood that nothing in this Agreement shall require LLOYDS to extend the obligations in this Agreement to any company or entity that it acquires after the date of this Agreement nor shall it extend any protections to any such company or entity.

14. LLOYDS agrees that it shall, within 270 days from the date of this Agreement, conduct a review of payment data held by LLOYDS, its affiliates, successors or related companies as of the date of this Agreement related to United States Dollar ("USD") payments for the period from April 2002 through December 2007, as follows:

(a) Provide to DANY and the United States all available incoming and outgoing Society for Worldwide Interbank Financial Telecommunications ("SWIFT") Message Transfer ("MT") 100 and MT 200 series payment messages relating to USD payments processed during the period from April 2002 through December 2007 through the correspondent accounts held by Iranian banks (also referred to as "the vostro accounts"), in electronic format as well as in the form of a spreadsheet or other electronic summary, and all existing periodic or monthly account statements for the vostro accounts; and

(b) Conduct a review of all available incoming and outgoing USD SWIFT MT 100 and MT 200 series payment messages processed through (i) LLOYDS' payments processing centers located in the United Kingdom during the period from April 2002 through December 2007, and (ii) LLOYDS' branch in Dubai during the period from April 2002 through December 2007, and compare such data against the lists of persons

and entities designated by OFAC as Specially Designated Terrorists (“SDTs”), Specially Designated Global Terrorists (“SDGTs”), Foreign Terrorist Organizations (“FTOs”) and proliferators of Weapons of Mass Destruction (“WMDs”) who were on such lists at any time during the period from April 2002 through December 2007. LLOYDS will provide in electronic form to DANY and the United States a report containing information relating to any confirmed match, and any other match that cannot be eliminated as a false positive after investigation by LLOYDS and all payments messages and other documentation associated with such matches;

(c) The review shall be performed with the assistance of an independent consultant selected by LLOYDS, and approved by DANY.

15. LLOYDS agrees that for the term of this Agreement, in accordance with applicable laws, it shall, upon request of the United States and DANY, supply any relevant document, electronic data, or other objects in LLOYDS possession, custody or control as of the date of this Agreement relating to any transaction within the scope of or relating to the Factual Statement known at the time of the signing of this Agreement or discovered as a result of the review set forth in Paragraph 14 of this Agreement. This obligation shall not include production of materials covered by the attorney-client privilege or the work product doctrine. Whenever such data is in electronic format, LLOYDS shall provide access to such data and assistance in operating computer and other equipment as necessary to retrieve the data.

16. It is further understood that this Agreement is binding on LLOYDS and DANY, but specifically does not bind any federal agencies, or any state or local authorities, although DANY will bring the cooperation of LLOYDS and its compliance

with its other obligations under this Agreement to the attention of federal, state, or local prosecuting offices or regulatory agencies, if requested by LLOYDS or its attorneys.

17. It is further understood that this Agreement does not relate to or cover any conduct by LLOYDS other than that disclosed during the course of the investigation or described in the Factual Statement and this Agreement.

18. LLOYDS and DANY agree that this Agreement (and its attachments) shall be disclosed to the public.

19. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between LLOYDS and DANY. There are no promises, agreements, or conditions that have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or are binding upon LLOYDS or DANY unless expressly set forth in writing, signed by DANY, LLOYDS' attorneys, and a duly authorized representative of LLOYDS. This Agreement supersedes any prior promises, agreements or conditions between LLOYDS and DANY. LLOYDS agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under this Agreement and it agrees to abide by all terms and obligations of this Agreement as described herein.

Acknowledgment

I, Carol Sergeant, the duly authorized representative of Lloyds TSB Bank plc, hereby expressly acknowledge the following: (1) that I have read this entire Agreement; (2) that I have had an opportunity to discuss this Agreement fully and freely with Lloyds TSB Bank plc's attorneys; (3) that Lloyds TSB Bank plc fully and completely understands each and every one of its terms; (4) that Lloyds TSB Bank plc is fully satisfied with the advice and representation provided to it by its attorneys; and (5) that Lloyds TSB Bank plc has signed this Agreement voluntarily.

Lloyds TSB Bank plc


DATE


Carol Sergeant
Chief Risk Director


Counsel for LLOYDS

We, Joseph P. Armao and Samuel W. Seymour, the attorneys for Lloyds TSB Bank plc, hereby expressly acknowledge the following: (1) that we have discussed this Agreement with our client; (2) that we have fully explained each one of its terms to our client; (3) that we have fully answered each and every question put to us by our client regarding the Agreement; and (4) we believe our client completely understands all of the Agreement's terms.

JAN. 9, 2009
DATE


Joseph P. Armao /sws
Linklaters LLP
1345 Avenue of the Americas
New York, New York 10105

JAN. 9, 2009
DATE


Samuel W. Seymour
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004

**ON BEHALF OF THE NEW YORK COUNTY DISTRICT ATTORNEY'S
OFFICE**



Daniel J. Castleman
Chief Assistant District Attorney

Date

1/9/09



Adam S. Kaufmann
Bureau Chief of Investigation Division Central

Date

1/9/09



Richard T. Preiss
Senior Investigative Counsel

Date

1/9/09

EXHIBIT A
FACTUAL STATEMENT

Introduction

1. This Factual Statement is made pursuant to, and is part of the Deferred Prosecution Agreements (the “DPAs”), dated January 9, 2009, between the New York County District Attorney’s Office (“DANY”) and Lloyds TSB Bank plc (“Lloyds”), and the United States Department of Justice (“DOJ”) and Lloyds.

2. Beginning in or about the mid 1990s and continuing until January 2007, Lloyds, in the United Kingdom, systematically violated both New York State and United States laws by falsifying outgoing United States Dollar (“USD”) payment messages that involved countries, banks, or persons listed as sanctioned parties by the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). In doing so, Lloyds removed material data from payment messages in order to avoid detection of the involvement of OFAC-sanctioned parties by filters used by U.S. depository institutions. This allowed transactions to be processed by Lloyds’ U.S. correspondent banks that they otherwise could have blocked for investigation, or rejected pursuant to OFAC regulations. During the course of the conduct, Lloyds employees commonly referred to this process as “stripping.” Lloyds’ criminal conduct was designed to assist its clients in avoiding detection by filters employed by U.S. banks because of United States economic sanctions against Iran, Sudan, and Libya.¹ Lloyds’ actions caused U.S. banks to provide services to those sanctioned countries, and falsified business records of banks primarily located in New York, New York (“New York”). This resulted in the processing of

¹ U.S. economic sanctions against Libya were lifted in 2004.

transactions in the United States by U.S. financial institutions which may have otherwise been prohibited.

3. In or around early 2002, facing generally heightened focus on industry-wide anti-money laundering and sanctions issues, and the possibility that the Financial Action Task Force (“FATF”)² would recommend to member countries that they require their banks to include originator information on payment messages, concerns were raised within Lloyds about the legal and reputational implications of continuing to provide “stripping” services to OFAC-sanctioned countries and clients. In April 2003, when the issue was brought to the attention of Lloyds’ Group Executive Committee (“GEC”), the GEC decided to withdraw from the USD clearing business on behalf of “U.K. Iranian Banks” (as defined below). Lloyds fully exited that business by April 2004. Notwithstanding the decision to cease providing USD clearing services to the U.K. Iranian Banks, Lloyds continued to perform these services on a smaller scale on behalf of four Sudanese banks until January 2007. Lloyds terminated its last relationship with a Sudanese bank in September 2007.

4. In April 2007, prosecutors contacted Lloyds’ representatives in New York and informed them of an investigation into Lloyds’ USD business on behalf of sanctioned entities, and that there was evidence of violations of New York State and United States laws. Prosecutors requested that Lloyds disclose the nature and extent of its misconduct and provide the evidence of that misconduct. As described herein, Lloyds promptly commenced a thorough internal investigation of its international USD clearing business.

² FATF is an inter-governmental body whose purpose is the development and promotion of national and international policies to combat money laundering and terrorist financing. The FATF is therefore a ‘policy-making body’ created in 1989 that works to generate the necessary political will to bring about legislative and regulatory reforms in these areas. The FATF has published certain recommendations in order to meet this objective.

Lloyds has provided prompt and substantial assistance by sharing with DOJ and DANY, as well as other relevant regulators, the results of that internal investigation.

5. Lloyds accepts and acknowledges that the USD processing described in this Factual Statement constituted serious and systematic misconduct that violated both New York State and United States laws.

Lloyds' Business Organization and Background

6. Lloyds³ is a wholly owned subsidiary of Lloyds TSB Group plc. ("LTSB Group").⁴ LTSB Group, whose shares are publicly traded, was formed in 1995 by the merger of Lloyds Bank and the Trustee Savings Bank Group. Lloyds is a financial institution registered and organized under the laws of England and Wales. Lloyds provides a wide range of banking and financial services within its Wholesale and International Banking ("W&IB") division in the United Kingdom and has operations in countries around the world, including two branches in the United States, located in New York, New York, and Miami, Florida. Lloyds' U.S. branches are subject to oversight and regulation by the Board of Governors of the Federal Reserve System, the New York State Banking Department, and the State of Florida Office of Financial Regulation. None of the USD payments processed on behalf of OFAC-sanctioned parties were processed by Lloyds' U.S. branches. The United Kingdom's Financial Services Authority ("FSA") is Lloyds' primary home-country regulator.

7. As of December 2007, LTSB Group assets totaled \$701.4 billion (£353.3 billion), and the organization employed over 67,000 staff across its divisions. Net profit

³ The principal place of business is 25 Gresham Street, London, EC2V 7HN, United Kingdom.

⁴ The registered office of LTSB Group is Henry Duncan House, 120 George Street, Edinburgh, EH2 4LH, Scotland.

for LTSB Group was \$7.9 billion (£4 billion) for 2007. The W&IB business accounted for approximately 46%, or \$3.6 billion (£1.8 billion), of the LTSB Group profit.⁵

Applicable Law

8. In 1995 and 1997, President Clinton issued Executive Order Nos. 12957, 12959, and 13059 which strengthened existing United States sanctions against Iran. The Executive Orders prohibit virtually all trade and investment activities with Iran by U.S. persons or entities, regardless of where they are located, including but not limited to broad prohibitions on the importation of goods or services from Iran; prohibitions on the exportation, sale, or supply of goods, technology or services to Iran; prohibitions on trade-related transactions with Iran, including financing, facilitating or guaranteeing such transactions; and, prohibitions on investment in Iran or in property controlled by Iran (collectively, the “Iranian Sanctions”).⁶

9. With the exception of certain exempt transactions, the OFAC regulations implementing the Iranian Sanctions prohibit U.S. depository institutions from servicing Iranian accounts, and prohibit U.S. depository institutions from directly crediting or debiting Iranian accounts. OFAC regulations permitted U.S. depository institutions to handle certain “U-turn” transactions, in which the U.S. depository institution acts only as an intermediary bank in clearing a USD payment between two non-U.S., non-Iranian banks.

⁵ USD amounts calculated based on the foreign exchange rate as of December 31, 2007.

⁶ The Iranian Transactions Regulations are found at 31 CFR part 560 and can be reviewed at the OFAC website, located at www.ustreas.gov/ofac.

10. In 1997 and 2006, Presidents Clinton and Bush issued Executive Orders Nos. 13067 and 13412, among others, which imposed a trade embargo against Sudan and froze the assets of the government of Sudan (collectively, the “Sudanese Sanctions”).⁷

11. DOJ has alleged, and Lloyds accepts, that its conduct, as described herein, violated Title 50, United States Code, Section 1705, part of the International Emergency Economic Powers Act (“IEEPA”), which makes it a crime to willfully violate or attempt to violate any regulation issued under IEEPA, including the Iranian Transactions Regulations, principally, 31 C.F.R. Section 560.204, which prohibits the exportation of services from the United States to Iran, and the Sudanese Sanctions Regulations, principally, 31 C.F.R. Section 538.205, which, similarly prohibits the exportation of services from the United States to Sudan.

12. DANY has alleged, and Lloyds accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 and 175.10, which make it a crime to, “with intent to defraud,... (i) make or cause a false entry in the business records of an enterprise (defined as any company or corporation)... or (iv) prevent the making of a true entry or cause the omission thereof in the business records of an enterprise.” It is a felony under Section 175.10 of the New York Penal Law, if a violation under Section 175.05 is committed and the person or entity’s “intent to defraud includes an intent to commit another crime or to aid or conceal the commission of a crime.”

Lloyds’ “Stripping” of USD Payments for the U.K. Iranian Banks That Terminated at U.S. Banks

13. Prior to 2002, Lloyds maintained USD correspondent accounts for what were then the London-based branches of Bank Sepah, Bank Melli, Bank Tejerat, Bank

⁷ The Sudanese Sanctions Regulations are found at 31 CFR part 538 and can be reviewed at the OFAC website, located at www.ustreas.gov/ofac.

Mellat, Bank Saderat, and the Iranian Overseas Investment Bank. During this time, Lloyds was able to provide USD payment processing services through its relationships with other correspondent banks in New York and elsewhere in the United States. By 2002, these Iranian bank branches had become subsidiaries incorporated under United Kingdom law. The U.K. subsidiaries of the Iranian banks for which Lloyds maintained correspondent accounts were Melli Bank, plc., Bank Sepah International, plc., Bank Saderat, plc., and Persia International Bank, plc. The branches and successor U.K. subsidiaries are referred to collectively hereinafter as the “U.K. Iranian Banks.” Additionally, Lloyds’ branches in Dubai and Tokyo held USD correspondent accounts for certain Iranian banks.

14. The commercial relationships between Lloyds and the U.K. Iranian Banks were managed by personnel within Lloyds’ Financial Institutions (“FI”) unit, a business unit within the W&IB division of Lloyds.

15. Lloyds used the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”)⁸ messaging system to transmit its international payment messages.

16. In June 1995, in response to the promulgation of heightened OFAC sanctions against Iran, Lloyds’ U.K.-based international payment processing unit (“IPPU”) implemented a procedure whereby its processing staff manually reviewed each SWIFT message received from the U.K. Iranian Banks before they were transmitted to the United States to ensure that references to Iran were removed from certain outgoing USD SWIFT messages. This process was described in an internal Lloyds letter dated

⁸ SWIFT is a cooperative organized under Belgian law that supplies to its members and certain other users secure messaging services for various types of financial transactions and is used by the international banking industry as a means of sending and receiving payment messages in a secure environment.

June 24, 1996, which stated that Lloyds' IPPU "decided to handle all the outward payments manually to ensure that the [U.K. Iranian Bank] names were not included on the payment instructions received in the U.S.A."

17. Lloyds' IPPU memorialized the processing steps in an internal document called the "Payment Services Aide Memoire." The Aide Memoire notes that "any [Iranian] payments received either in paper form or via BIT IMT [a branch system through which Lloyds received payment instructions] expressed in U.S. Dollars must not be processed and should be immediately referred to the section management." The Aide Memoire also states that: "[T]he instructions received from the London Branches of the following [Iranian] banks are to be processed in the normal way." The investigation has disclosed that "the normal way" included removing information when necessary from the Iranian bank's payment instructions. Over time, Lloyds dedicated specific payment processors to focus exclusively on reviewing and amending, if necessary, SWIFT messages pertaining to USD payments for the U.K. Iranian Banks.

18. For Iranian customer transactions that terminated either at banks located inside the United States or at U.S. banks located outside the United States, the Lloyds' IPPU processor removed the incoming SWIFT payment message from Lloyds' Common System and manually re-keyed the payment back into the Common System. The Common System is the automated payment processing system used by Lloyds to process payments. The processor amended the payment message to ensure the re-keyed message did not contain any references to Iran. The amended message was then transmitted to the relevant U.S. bank. This practice made it appear that the transaction originated with Lloyds.

19. The investigation has revealed that Lloyds' IPPU processors took the following steps to process the payments described in the preceding paragraph:

Step One: A member of Lloyds' IPPU would remove the payment instruction out of Lloyds' Common System by "busting out" the payment so that it could be manually processed (payments could be "busted out" of the Common System for a number of reasons, one of which included the presence of an Iranian reference).

Step Two: A member of Lloyds' IPPU then printed out a copy of the "busted out" payment instruction.

Step Three: A member of Lloyds' IPPU would physically mark up the printed payment instruction to show what information should be changed, including crossing out any reference to Iranian banks or other sanctioned entities and striking a line through Field 52 of the SWIFT payment instruction (Field 52 is used to identify the originating bank – in this case, a sanctioned entity).

Step Four: The marked up and crossed off message would be returned to Lloyds' IPPU repairers who would type the corrected information back into the Common System.

20. By manually amending these payment records in this fashion, Lloyds prevented the U.S. depository institutions located in New York and elsewhere in the United States from recognizing the transactions as originating from sanctioned countries, banks or persons, and then blocking them for investigation or rejecting such transactions. Lloyds additionally prevented those depository institutions from generating business records of transactions to be filed with OFAC, as required by law. Moreover, to the extent that any Iranian payments might have been permissible under an exemption to IEEPA or pursuant to a license issued by OFAC, Lloyds did not include such information in the payment message, and, made no inquiry into the existence of such exemption or license. Instead, Lloyds followed its practice of stripping information from certain outgoing Iranian payment messages. Lloyds' conduct deceived the OFAC filters at its U.S. correspondent banks, preventing them from detecting and blocking or rejecting wire

transfers processed on behalf of sanctioned entities, and preventing them from making and keeping accurate records of their transactions.

Lloyds' Removal of Iranian Payment Information from USD Payments in its Dubai and Tokyo Branches

21. Until October 2004, Lloyds maintained USD correspondent accounts for Iranian banks in its Dubai and Tokyo branch offices. In both branches, USD payments that terminated either at banks located inside the United States or at U.S. banks located outside the United States were transmitted on behalf of the Iranian banks in a manner designed to conceal the Iranian origin of the payments, in order to prevent the U.S. correspondent banks from blocking for investigation or rejecting the payments.

22. Lloyds' Dubai branch maintained USD correspondent accounts for the Bank of Industry and Mine, Bank Saderat, Bank Sepah, Bank Melli, Bank Mellat, Bank Karafarin, and Bank Refah-Kargaran. Between January 2000 and October 6, 2004 (the date by which all the accounts were closed) there were six transactions that terminated either at banks located inside the United States or at U.S. banks located outside the United States.

23. Lloyds' Tokyo branch maintained two USD correspondent accounts, one for Bank Refah-Kargaran and one for the Seoul branch of Bank Mellat. Between February 1, 2001, and October 26, 2004 (the date by which both accounts were closed), thirty-nine payments terminated either at banks located inside the United States or at U.S. banks located outside the United States.

Lloyds' Removal of Information from USD Payment Messages Processed on Behalf of Sudanese Banks

24. Beginning in 1987 and lasting until September 2007, Lloyds maintained United Kingdom-based USD correspondent accounts for four Sudanese banks: National

Bank of Khartoum; Al Baraka Bank; Animal Resources Bank; and the Commercial and Real Estate Bank, which became subject to U.S. sanctions in 1997.

25. While Lloyds did not have a dedicated “stripping” unit for Sudan as it did for Iran, Lloyds’ IPPU similarly ensured that on a transaction-by-transaction basis all outgoing USD payment messages for Sudan did not contain references to Sudan. This manipulation of the Sudanese payment instructions had the same intent and practical effect as the manipulation of the Iranian wire instructions.

26. Although Lloyds made the decision to exit from the Iranian USD payments business in April 2003, Lloyds’ IPPU continued to manipulate Sudanese USD payment instructions until January 2007, although at levels that decreased over time as Lloyds wound down the business and closed all of the Sudanese USD correspondent accounts by September 2007.

Trade Finance Activity

27. Lloyds also engaged in certain USD trade finance transactions, primarily from the United Kingdom, Tokyo and Dubai, involving banks from countries subject to OFAC sanctions, principally, Iran and Sudan. The trade finance transactions included import and export letters of credit, inward and outward documentary collections and guarantees. For the period that has been reviewed, from on or about January 1, 2002, to on or about December 31, 2007, Lloyds engaged in approximately 1500 trade finance transactions involving Iranian banks in its United Kingdom, Dubai and Tokyo offices with an aggregate value of approximately \$300 million. During the same time period, Lloyds engaged in approximately 300 trade finance transactions involving Sudanese banks in its United Kingdom and Dubai offices with an aggregate value of approximately \$21 million. Lloyds removed material information from certain USD payments used to

effect the underlying trade finance transactions. A detailed review of 300 of these transactions indicates that a large number of them were cancelled or rejected, and that of those transactions that were completed, only three involved funds that terminated either at banks located inside the United States or at U.S. banks located outside the United States, and many involved payments that did not clear through the United States. Additionally, a number of the Iranian trade finance transactions selected for detailed review involved exports of goods originating in the U.S. to Iran through third countries. Lloyds initiated trade finance transactions involving banks in OFAC-sanctioned countries until December 2007. None of these trade finance transactions were processed by Lloyds' U.S. operations.

Lloyds' Decision to Terminate the U.K. Iranian Bank Business

28. In or around early 2002, senior Lloyds' IPPU staff and the Director of Lloyds' Group Financial Crime Unit ("GFC") raised concerns with FI about the intentional removal of Iranian-related information in connection with the processing of USD payments for the U.K. Iranian Banks. Some of Lloyds' IPPU staff were concerned that this process might violate United States laws. In April 2002, FI proposed that Lloyds' IPPU no longer remove Iranian-related information from outgoing SWIFT messages sent by the U.K. Iranian Banks and instead, returned to the U.K. Iranian Banks any payment instruction containing an Iranian reference for correction by the U.K. Iranian Banks themselves. FI's proposal was implemented in or around July 2002. At that time, FI personnel met with representatives of the U.K. Iranian Banks and informed them how to format the SWIFT messages to avoid detection by the OFAC filters. Thus, instead of Lloyds' employees stripping the payment messages, the information would be removed by the U.K. Iranian Banks themselves. Lloyds' employees instructed the U.K.

Iranian Banks not to leave the originating bank information field blank, but rather to populate that field with a dot, hyphen, or another symbol. In connection with bank-to-bank payments which stayed in the United States, the inclusion of these symbols prevented the Common System from automatically populating that field with the name of the originating Iranian bank. Consequently, the payment message sent to the U.S. correspondent bank would not contain any reference to the ordering institution that would be detected by the OFAC filters at the U.S. correspondent banks. However, even after July 2002, Lloyds' IPPU staff continued to manually re-format outgoing messages on customer payments that terminated at banks in the United States to omit references to Iran because the Common System automatically populated the relevant field with the name of the originating Iranian bank.

29. Senior Lloyds' IPPU staff continued to raise concerns about USD payment processing for the U.K. Iranian Banks, and in September 2002, as part of an overall review of the Iranian USD payments business, the Director of Lloyds' GFC unit requested that Lloyds' IPPU and FI personnel evaluate the risks of these payment practices. Lloyds IPPU continued to express concern about the payment practices while FI maintained that Lloyds should continue to provide the U.K. Iranian Banks with USD payment processing services on the mistaken belief that because Lloyds is a U.K. institution it was not subject to OFAC regulations for such processing activity. This internal debate continued into 2003.

30. In March 2003, the GFC Director instructed a senior GFC staff member to conduct a sampling analysis of Iranian USD payments. The results of the analysis noted that, prior to July 2002, a dedicated team of Lloyds' IPPU staff manually reviewed and

removed any references to Iran from SWIFT messages submitted by the U.K. Iranian Banks. Shortly after the GFC concluded its analysis, the executive director of Lloyds' Group Risk Management (the overall business unit in which GFC was located) advised the executive director of the W&IB division that regardless of whether the OFAC regulations applied to the USD payment services, they should either operate on a fully transparent basis or be terminated. At its meeting on April 1, 2003, the GEC received a risk report from Group Risk that mentioned the existence of the USD payment processing services provided to the U.K. Iranian Banks. The GEC expressed concerns over the continuance of the business and directed that it receive further information and analysis as a matter of urgency. A week later on April 9, 2003, the GEC received a more detailed analysis that described the systematic removal of Iranian-related information from SWIFT messages and recommended that the GEC terminate the USD correspondent banking accounts held for the Iranian Banks on reputational grounds. The GEC decided that the USD correspondent accounts of the Iranian Banks should be terminated.

31. On May 22, 2003, the Executive Director of W&IB instructed FI to exit the business. FI relationship managers informed their contacts at the U.K. Iranian Banks that Lloyds was exiting the business. Activity through the accounts was wound down over the ensuing months and all of the USD correspondent accounts maintained by the U.K. Iranian Banks with Lloyds in the United Kingdom were closed by April 2004.

Transaction Value of Stripping Conduct

32. From 2002 to 2004, Lloyds processed approximately three hundred million dollars in outgoing USD payment transactions on behalf of the U.K. Iranian Banks that terminated either at banks located inside the United States or at U.S. banks located outside the United States. The payment messages related to these transactions

were busted out and processed as described herein to allow them to be processed through U.S. banks in New York and elsewhere without detection by OFAC filters.

33. From August 2002 to September 2007, Lloyds processed more than twenty million dollars in outgoing USD payment transactions on behalf its Sudanese bank customers through its U.S. correspondent banks in a manner that prevented the U.S. banks from identifying their Sudanese origin.

34. From August 2002 to April 2004, Lloyds processed approximately twenty million dollars in outgoing USD payment transactions on behalf of a Libyan customer through its U.S. correspondent banks in a manner that prevented the U.S. banks from identifying their Libyan origin.

Actions Taken by Lloyds

35. Throughout the course of this investigation Lloyds' cooperation has provided substantial assistance to DANY and DOJ. Lloyds' prompt and substantial cooperation has included the following:

- Committing substantial resources to conducting an extensive internal investigation into the provision of USD clearing services to the Iranian banks, their U.K. subsidiaries and branches, and banks from other OFAC-sanctioned countries including Sudan and Libya.
- Conducting a review of its operations in the United Kingdom and around the world to determine the existence of USD correspondent accounts held for banks in OFAC-sanctioned countries and confirming the closure of all such accounts.

- Conducting a detailed forensic review across various accounts related to OFAC-sanctioned countries, including an analysis of underlying SWIFT transmission data associated with USD activity for accounts of banks in OFAC-sanctioned countries.
- Conducting a screening of payments cleared through the United States between August 2002 through the closure of those accounts that were processed through vostro accounts held by banks of OFAC-sanctioned countries against names on contemporaneous OFAC terrorist and weapons of mass destruction watch lists. Lloyds found no confirmed matches to any names on such lists.
- Providing regular and detailed updates to DANY and DOJ on the results of its investigation and forensic SWIFT data analyses and responding to additional specific requests of DANY and DOJ.

36. Lloyds has also agreed, as part of its cooperation with DANY and DOJ, to undertake the further work necessary to enhance and optimize its sanctions compliance programs. The full scope of Lloyds' continued efforts and commitments, including its look-back review of payment messages, are outlined in the DPAs and the Factual Statement. Lloyds has also agreed to cooperate in DANY and DOJ's ongoing investigations into these banking practices. Furthermore, Lloyds has agreed to be in compliance with the Wolfsberg Anti-Money Laundering Principles of Correspondent banking.

PX-33

MISCELLANEOUS TEXT (FEC Form 99)

NAME OF COMMITTEE (In Full)
DONALD J. TRUMP FOR PRESIDENT, INC.

FEC IDENTIFICATION NUMBER
C00580100

Mailing Address 725 FIFTH AVENUE

City	State	ZIP Code
NEW YORK	NY	10022

January 20, 2017
Processing Division
Federal Election Commission
999 E ST NW
Washington, DC 20463

To Whom It May Concern:

While this does not constitute a formal announcement of my candidacy for the 2020 election, because I have reached the legal threshold for filing FEC Form 2, please accept this letter as my Form 2 for the 2020 election in order to ensure compliance with the Federal Election Campaign Act. See 52 U.S.C. 30102(e)(1); 11 C.F.R. 100.3(a)(1).

Sincerely,

Donald J. Trump

PX-34

UNITED STATES DISTRICT COURT

Southern District of New York

UNITED STATES OF AMERICA

v.

MICHAEL COHEN

JUDGMENT IN A CRIMINAL CASE

Case Number: 18-Cr-602 (WHP)

USM Number: 86067-054

Guy Petrillo, Esq.

Defendant's Attorney

THE DEFENDANT:

☒ pleaded guilty to count(s) 1, 2, 3, 4, 5, 6, 7 & 8

☐ pleaded nolo contendere to count(s) _____
which was accepted by the court.

☐ was found guilty on count(s) _____
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
26 USC 7201	Evasion of Personal Income Tax	12/31/2016	1-5
18 USC 1014	Making False Statements to a Bank	4/30/2016	6

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s) _____

☐ Count(s) _____ ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

12/12/2018

Date of Imposition of Judgment

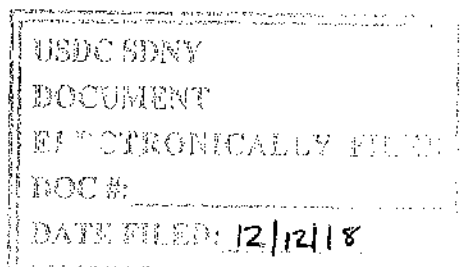
Signature of Judge

William H Pauley III U.S. Senior District Judge

Name and Title of Judge

12/12/2018

Date



DEFENDANT: MICHAEL COHEN
CASE NUMBER: 18-Cr-602 (WHP)

ADDITIONAL COUNTS OF CONVICTION

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
52 USC 30118(A)	Causing an Unlawful Corporate Contribution	10/30/2016	7
52 USC 30109(d)(1)(A)			
52 USC 30116(a)(1)(A)	Excessive Campaign Contribution	10/30/2016	8
52 USC 30116(a)(7), 52 USC 30109(d)(1)(A)			
		DANYD JT00170298	

DEFENDANT: MICHAEL COHEN
CASE NUMBER: 18-Cr-602 (WHP)

IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of:

36 months incarceration to be served concurrently to the sentence imposed on docket 18-Cr-850 (WHP).

☒ The court makes the following recommendations to the Bureau of Prisons:

The Court recommends the defendant be designated to Otisville.

☐ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

☐ at _____ ☐ a.m. ☐ p.m. on _____.

☐ as notified by the United States Marshal.

☒ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

☒ before 2 p.m. on 3/6/2019.

☐ as notified by the United States Marshal.

☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: MICHAEL COHEN
CASE NUMBER: 18-Cr-602 (WHP)

SUPERVISED RELEASE

Upon release from imprisonment, you will be on supervised release for a term of :

3 years on each count to be served concurrently to each other and to the term of supervision imposed on docket 18-Cr-850 (WHP).

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
 - ☐ The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. ☐ You must make restitution in accordance with 18 U.S.C. §§ 3663 and 3663A or any other statute authorizing a sentence of restitution. *(check if applicable)*
5. ☐ You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
6. ☐ You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
7. ☐ You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: MICHAEL COHEN
CASE NUMBER: 18-Cr-602 (WHP)

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov.

Defendant's Signature _____

Date _____

DEFENDANT: MICHAEL COHEN
CASE NUMBER: 18-Cr-602 (WHP)

SPECIAL CONDITIONS OF SUPERVISION

The defendant shall provide the probation officer with access to any requested financial information.

DEFENDANT: MICHAEL COHEN
CASE NUMBER: 18-Cr-602 (WHP)

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>JVTA Assessment*</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 800.00	\$	\$ 50,000.00	\$ 1,393,858.00

☐ The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss**	Restitution Ordered	Priority or Percentage
IRS-RACS	\$1,393,858.00	\$1,393,858.00	
Attn: Mail Stop 6261, Restitution			
333 W Pershing Avenue			
Kansas City, MO 64108			

TOTALS	\$	1,393,858.00	\$	1,393,858.00
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☐ Restitution amount ordered pursuant to plea agreement \$ _____

☐ The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: MICHAEL COHEN
CASE NUMBER: 18-Cr-602 (WHP)

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A ☒ Lump sum payment of \$ 800.00 due immediately, balance due
- ☐ not later than _____, or
☒ in accordance with ☐ C, ☐ D, ☐ E, or ☒ F below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☒ Special instructions regarding the payment of criminal monetary penalties:
- The restitution and fine must be paid in monthly installments equal to 10% of the gross monthly income over a period of supervision to commence 30 days after the release from custody.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☒ The defendant shall forfeit the defendant's interest in the following property to the United States:
As per Forfeiture Order.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) JVTa assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.

PX-35



FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 13, 2021

Via Electronic Mail
Email: lgoodman@wiley.law
awoodson@wiley.law

Lee E. Goodman
Andrew G. Woodson
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006

RE: MURs 7324, 7332, and 7366
A360 Media, LLC, formerly
American Media, Inc.
David J. Pecker

Dear Mr. Goodman and Mr. Woodson:

On February 27, March 1, April 20, May 10, and August 9, 2018, the Federal Election Commission notified your clients, A360 Media, LLC, formerly American Media, Inc., (“AMI”) and David J. Pecker, of complaints alleging that your clients violated the Federal Election Campaign Act of 1971, as amended (the “Act”), and provided your clients with copies of those complaints. After reviewing the allegations contained in the complaints, your clients’ responses, and publicly available information, the Commission, on March 11, 2021, found reason to believe that your clients knowingly and willfully violated 52 U.S.C. §§ 30118(a) by making and consenting to prohibited corporate in-kind contributions with regard to payments related to Karen McDougal. The Factual and Legal Analysis, which formed a basis for the Commission’s finding, is enclosed for your information.

Pre-probable cause conciliation is not mandated by the Act or the Commission’s regulations, but is a voluntary step in the enforcement process that the Commission is offering to your clients as a way to resolve this matter at an early stage and without the need for briefing the issue of whether

MURs 7324, 7332, 7366 (A360 Media, LLC, *et al.*)
Letter to Lee Goodman and Andrew Woodson
Page 2

or not the Commission should find probable cause to believe that your clients violated the law. Enclosed is a conciliation agreement for your clients' consideration

Please note that your clients have a legal obligation to preserve all documents, records and materials relating to this matter until such time as you are notified that the Commission has closed its file in this matter. *See* 18 U.S.C. § 1519.

If your clients are interested in engaging in pre-probable cause conciliation, please contact Adrienne C. Baranowicz, the attorney assigned to this matter, at (202) 694-1573 within seven days of receipt of this letter. During conciliation, you may submit any factual or legal materials that you believe are relevant to the resolution of this matter. Because the Commission only enters into pre-probable cause conciliation in matters that it believes have a reasonable opportunity for settlement, we may proceed to the next step in the enforcement process if a mutually acceptable conciliation agreement cannot be reached

See 52 U.S.C.

§ 30109(a), 11 C.F.R. Part 111 (Subpart A). Conversely, if your clients are not interested in pre-probable cause conciliation, the Commission may conduct formal discovery in this matter or proceed to the next step in the enforcement process. Please note that once the Commission enters the next step in the enforcement process, it may decline to engage in further settlement discussions until after making a probable cause finding.

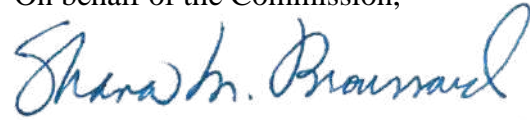
Pre-probable cause conciliation, extensions of time, and other enforcement procedures and options are discussed more comprehensively in the Commission's "Guidebook for Complainants and Respondents on the FEC Enforcement Process," which is available on the Commission's website at <http://www.fec.gov/respondent.guide.pdf>. In the meantime, this matter will remain confidential in accordance with 52 U.S.C. § 30109(a)(4)(B) and 30109(a)(12)(A) unless you notify the Commission in writing that your clients wish the matter to be made public. Please be advised that, although the Commission cannot disclose information regarding an investigation to the public, it may share information on a confidential basis with other law enforcement agencies.¹

¹ The Commission has the statutory authority to refer knowing and willful violations of the Act to the Department of Justice for potential criminal prosecution, 52 U.S.C. § 30109(a)(5)(C), and to report information regarding violations of law not within its jurisdiction to appropriate law enforcement authorities. *Id.* § 30107(a)(9).

MURs 7324, 7332, 7366 (A360 Media, LLC, *et al.*)
Letter to Lee Goodman and Andrew Woodson
Page 3

We look forward to your response.

On behalf of the Commission,



Shana M. Broussard
Chair

Attachments:

- 1) Factual and Legal Analysis

1 **FEDERAL ELECTION COMMISSION**

2 **FACTUAL AND LEGAL ANALYSIS**

3
4
5 RESPONDENTS: A360 Media, LLC f/k/a American Media, Inc. MURs 7324, 7332, and
6 David J. Pecker 7366
7

8 **I. INTRODUCTION**

9 The Complaints in these matters allege that American Media, Inc., which is now A360
10 Media, LLC¹ (“AMI”) violated the Federal Election Campaign Act of 1971, as amended (the
11 “Act”), in connection with payments AMI made to two individuals in advance of the 2016
12 presidential election to suppress negative stories about then-presidential candidate Donald J.
13 Trump’s relationships with several women. Specifically, the Complaints allege that then-AMI
14 corporate officers David J. Pecker and Dylan Howard worked to negotiate a payment of
15 \$150,000 to Karen McDougal in August 2016 for the purpose of influencing Trump’s election by
16 suppressing her story of an alleged personal relationship with Trump.²

17 In its Responses, AMI asserts that the press exemption and the First Amendment preclude
18 investigation of the allegations and further contends that the payment to McDougal was a *bona*
19 *fide* payment.³ After AMI’s Responses were filed, however, AMI entered into a non-prosecution
20 agreement with the Department of Justice (“DOJ”) regarding the payment to McDougal.⁴

¹ See *infra* note 9 and accompanying text.

² MUR 7324 Compl. at 2 (Feb. 20, 2018); MUR 7332 Compl. at 1-2 (Feb. 27, 2018); MUR 7366 Compl. at 2 (Apr. 17, 2018).

³ MURs 7324/7332 AMI Resp. (Apr. 13, 2018); MUR 7366 AMI Resp. (June 8, 2018); MUR 7332 AMI Supp. Resp. (June 8, 2018); see also MURs 7324/7332 AMI Resp. at 1-2, nn.1-2 (noting that Pecker chose not to file a separate response and that AMI’s Response addresses his potential liability as an officer of AMI).

⁴ Letter from Robert Khuzami, Acting U.S. Attorney, S.D.N.Y., U.S. Dep’t of Justice, to Charles A. Stillman and James A. Mitchell, Counsel for American Media, Inc. (Sept. 20, 2018) (non-prosecution agreement between DOJ and AMI on September 21, 2018, including statement of admitted facts) (“AMI Non-Prosecution Agreement”).

As discussed below, the available information indicates that Pecker, Howard, and AMI paid McDougal \$150,000 to suppress her story from becoming public before the 2016 presidential election for the purpose of influencing that election. Accordingly, the Commission finds reason to believe that AMI and Pecker knowingly and willfully violated 52 U.S.C. § 30118(a) by making and consenting to make prohibited corporate in-kind contributions.

II. FACTUAL BACKGROUND

Trump declared his presidential candidacy on June 16, 2015, and registered Donald J. Trump for President, Inc. and Bradley T. Crate in his official capacity as treasurer (the “Trump Committee”), his principal campaign committee, with the Commission on June 29, 2015.⁵ Michael D. Cohen was an attorney for the Trump Organization.⁶ AMI was a publishing company headquartered in New York, New York.⁷ In 2016, one of AMI’s publications was the *National Enquirer* (the “*Enquirer*”), which is a weekly print and online tabloid publication.⁸ In August 2020, AMI reportedly was renamed A360 Media, LLC and plans were announced to

⁵ Alex Altman and Charlotte Alter, *Trump Launches Presidential Campaign with Empty Flair*, TIME (June 16, 2015), <https://time.com/3922770/donald-trump-campaign-launch/> (cited by MUR 7366 Compl. at 4); Trump Committee, Statement of Organization, FEC Form 1 (June 29, 2015).

⁶ MUR 7324 Compl. at 8 (referring to Cohen as a “top attorney” at the Trump Organization and as Trump’s “fix-it guy”).

⁷ See AMI, *About Us*, <https://web.archive.org/web/20200721110029/https://www.americanmediainc.com/about-us/overview> (last visited Oct. 22, 2020); AMI, *Contact Us*, <https://web.archive.org/web/20200830111333/https://www.americanmediainc.com/contact-us> (last visited Oct. 22, 2020); Del. Dept. of State, Div. of Corps., *General Information Name Search*, <https://icis.corp.delaware.gov/Ecorp/EntitySearch/NameSearch.aspx> (search entity name: American Media, Inc.) (last visited Oct. 22, 2020).

⁸ MURs 7324/7332 AMI Resp., Aff. of Dylan Howard ¶ 11. Publicly available information indicates that AMI announced on April 18, 2019, that it planned to sell the *Enquirer* to an individual named James Cohen; however, that sale reportedly was not finalized. See *National Enquirer to Be Sold to Owner of Magazine Distributor*, REUTERS (Apr. 18, 2019), <https://www.reuters.com/article/us-national-enquirer-m-a/national-enquirer-to-be-sold-to-owner-of-magazine-distributor-idUSKCN1RU25I>; Sarah Ellison and Jonathan O’Connell, *As a Sale of the National Enquirer Collapses, Some Wonder if the Tabloid is Too Hot to Handle*, THE WASHINGTON POST (Aug. 25, 2020), https://www.washingtonpost.com/lifestyle/media/as-a-sale-of-the-national-enquirer-collapses-some-wonder-if-the-tabloid-is-too-hot-to-handle/2020/08/25/0777e954-e6e3-11ea-97e0-94d2e46e759b_story.html.

merge it with Accelerate 360, a logistics firm.⁹ Pecker was the President and Chief Executive Officer of AMI until the merger and reportedly became an executive advisor to the new company.¹⁰ Howard was AMI's Vice President and Chief Content Officer and reportedly left the company on March 31, 2020.¹¹ From 2013 to 2017, Howard was the Editor in Chief of the *Enquirer*.¹² Karen McDougal is a model and actress.¹³

The available information indicates that during Trump's 2016 presidential campaign, AMI and its executives, Pecker and Howard, paid \$150,000 to Karen McDougal to purchase the rights to her claim that she engaged in a relationship with Trump beginning in 2006. AMI entered into a Non-Prosecution Agreement with DOJ on September 21, 2018.¹⁴ In that Non-Prosecution Agreement, AMI admitted that it made the payments to McDougal to ensure that she did not publicize her allegations and "thereby influence [the 2016 presidential] election."¹⁵

A. Pecker Enters into Agreement with Trump Committee Representatives

According to AMI's Non-Prosecution Agreement, in August 2015, Pecker met with members of the Trump Committee and Michael Cohen.¹⁶ AMI admitted that, at that meeting,

⁹ Ben Smith, National Enquirer *Chief David Pecker Loses Top Job in Company Merger*, N.Y. TIMES (Aug. 21, 2020), <https://www.nytimes.com/2020/08/21/business/media/david-pecker-ami-ceo.html> ("NY Times Aug. 21 Article").

¹⁰ MURs 7324/7332 AMI Resp. at 1, n.1.

¹¹ MURs 7324/7332 AMI Resp. at 1, n.1; Lukas I. Alpert, National Enquirer *Parent Parts Ways with Dylan Howard*, WALL ST. J. (Apr. 6, 2020), <https://www.wsj.com/articles/national-enquirer-parent-parts-ways-with-dylan-howard-11586229089>.

¹² MURs 7324/7332 AMI Resp., Aff. of Dylan Howard ¶ 2.

¹³ MUR 7366 Compl. at 3 (citing Compl. for Declaratory Relief, *McDougal v. American Media, Inc.*, No. BC698956 (Cal. Super. Ct. Los Angeles Cnty. Mar. 20, 2018) ("McDougal Complaint").

¹⁴ AMI Non-Prosecution Agreement at 3.

¹⁵ See AMI Non-Prosecution Agreement, Ex. A ¶ 3.

¹⁶ AMI Non-Prosecution Agreement, Ex. A ¶ 3.

1 “Pecker offered to help deal with negative stories about [Trump’s] relationships with women by,
 2 among other things, assisting the campaign in identifying such stories so they could be purchased
 3 and their publication avoided.”¹⁷ Further, “Pecker agreed to keep Cohen apprised of any such
 4 negative stories.”¹⁸

5 **B. AMI Payment to Karen McDougal**

6 In June 2016, an attorney representing a model believed to be McDougal, reportedly
 7 contacted an editor at the *Enquirer* about the potential sale of the rights to a story about the
 8 model’s alleged relationship with Trump.¹⁹ According to AMI, Pecker and the editor then
 9 informed Cohen about the model’s story and the editor began negotiations to obtain the rights to
 10 her story “[a]t Cohen’s urging and subject to Cohen’s promise that AMI would be reimbursed.”²⁰

11 On July 19, 2016, Trump became the Republican presidential nominee.²¹ AMI and
 12 McDougal entered into a contract on August 6, 2016,²² whereby AMI purchased the “Limited
 13 Life Story Rights” to the story of McDougal’s relationship with “any then-married man” in
 14 exchange for the payment of \$150,000.²³ In addition, McDougal agreed to be featured on two
 15 AMI-owned magazine covers and work with a ghostwriter to author monthly columns for AMI

¹⁷ AMI Non-Prosecution Agreement, Ex. A ¶ 3.

¹⁸ AMI Non-Prosecution Agreement, Ex. A ¶ 3.

¹⁹ AMI Non-Prosecution Agreement, Ex. A ¶ 4; MUR 7366 Compl. at 4-5.

²⁰ AMI Non-Prosecution Agreement, Ex. A ¶ 4; MUR 7332 Compl. at 3-4; MUR 7366 Compl. at 4-5.

²¹ Alexander Burns and Jonathan Martin, *Donald Trump Claims Nomination, with Discord Clear but Family Cheering*, N.Y. TIMES (July 19, 2016), <https://www.nytimes.com/2016/07/20/us/politics/donald-trump-rnc.html>.

²² The contract was allegedly sent to McDougal on August 5, 2016, and she signed the contract the next morning. McDougal Complaint ¶¶ 48-55.

²³ MURs 7324/7332 AMI Resp., Aff. of Dylan Howard, Ex. A; *id.*, Ex. B (amending McDougal’s agreement with AMI so that she could “respond to legitimate press inquiries regarding the facts of her alleged relationship with Donald Trump”).

publications; however, AMI was not obligated to publish her columns.²⁴ Davidson allegedly told McDougal that AMI would purchase her story with the purpose of not publishing it because of Pecker's friendship with Trump.²⁵ On August 10, 2016, AMI sent a \$150,000 payment to Davidson for the rights to McDougal's story.²⁶ McDougal alleges that as early as October 2016, AMI staff appeared to lack interest in the columns that McDougal agreed to have published in her name.²⁷ However, it does appear that AMI ultimately published several columns under McDougal's name.²⁸ In late August and September 2016, Cohen requested to Pecker that AMI assign Cohen the "limited life rights portion" of AMI's agreement, which "included the requirement that the model not otherwise disclose her story."²⁹ Pecker agreed to assign the life rights to an entity Cohen created for a payment of \$125,000.³⁰ The assignment agreement was drawn up, and on September 30, 2016, Pecker signed the agreement, which transferred the limited life rights to McDougal's story to an entity set up by Cohen.³¹

AMI acknowledges in the DOJ Non-Prosecution Agreement that the payment of \$150,000 was substantially more than AMI would normally have agreed to pay because it relied

²⁴ MURs 7324/7332 AMI Resp., Aff. of Dylan Howard, Ex. A at 1; *see also* MUR 7332 First Amend. Compl. at 6 (citing McDougal Complaint ¶ 59).

²⁵ MUR 7332 First Amend. Compl. at 5 (citing McDougal Complaint ¶ 47); MUR 7366 Compl. at 5 (same).

²⁶ *See* AMI Non-Prosecution Agreement, Ex. A ¶ 5.

²⁷ McDougal Complaint ¶¶ 57-60.

²⁸ MURs 7324/7332 AMI Resp. at 8 ("To date, AMI's publications have published approximately twenty-five (25) columns and articles either bylined or featuring Ms. McDougal across its publications, and AMI has requested additional columns from her.").

²⁹ *See* AMI Non-Prosecution Agreement, Ex. A ¶ 6.

³⁰ AMI Non-Prosecution Agreement, Ex. A ¶ 6.

³¹ AMI Non-Prosecution Agreement, Ex. A ¶ 6.

upon Cohen’s commitment that AMI would be reimbursed.³² Further, AMI admits that its “principal purpose in entering into the agreement was to suppress the model’s story so as to prevent it from influencing the election” and that “[a]t no time during the negotiation for or acquisition of [McDougal’s] story did AMI intend to publish the story or disseminate information about it publicly.”³³ AMI has admitted that, “[a]t all relevant times, [it] knew that corporations such as AMI are subject to federal campaign finance laws, and that expenditures by corporations, made for purposes of influencing an election and in coordination with or at the request of a candidate or campaign, are unlawful.”³⁴

C. The Complaints and Responses

The Complaints in MURs 7324, 7332, and 7366 allege that there is reason to believe that, by paying McDougal \$150,000, AMI made a prohibited corporate contribution because the payment was not included within the scope of the press exemption and was an expenditure made for the purpose of influencing the 2016 presidential election that was coordinated with an agent of Trump.³⁵ The MUR 7332 Complaint further alleges that AMI’s payment to McDougal was an

³² AMI Non-Prosecution Agreement, Ex. A ¶ 5 (“AMI agreed to pay the model \$150,000 — substantially more money than AMI otherwise would have paid to acquire the story — because of Cohen’s assurances to Pecker that AMI would ultimately be reimbursed for the payment.”).

³³ *See id.*

³⁴ *Id.*, Ex. A ¶ 8.

³⁵ MUR 7324 Compl. at 14-15; MUR 7332 Compl. at 8; MUR 7366 Compl. at 7-9.

excessive contribution to the Trump Committee.³⁶ Pecker is named in the Complaints in his capacity as an officer of AMI at the time of the payments.

All but one of the Responses filed in this matter pre-date AMI's subsequent public admissions and clarifications made in connection with its Non-Prosecution Agreement.³⁷ Generally, AMI's Responses to the Complaints in these matters assert that the payment to McDougal was exempt from regulation under the press exemption.³⁸ Alternatively, AMI argues that the payment to McDougal "was compensation for *bona fide* content for AMI's publications, to license her name and image, and for a limited life story right, not 'for the purpose of influencing an election.'"³⁹ In addition, AMI argues that payments for silence are not contributions or expenditures because silence is not a "thing of value" under the Act, the payment was for a legitimate business purpose,⁴⁰ and the MUR 7324 and 7332 Complaints fail to show how the McDougal payment was coordinated with an agent of the Trump Committee.⁴¹

³⁶ MUR 7332 Compl. at 8.

³⁷ The two Responses filed after the Non-Prosecution Agreement, plea agreements, and congressional testimony were in response to the Complaint in MUR 7637, which has been merged in relevant part into MUR 7324. AMI's Response in MUR 7637 asserted that, "The record establishes that [AMI] purchased a story right from Karen McDougal and employed her to perform modeling and related journalistic services, which she performed." MUR 7637 AMI Resp. at 1. AMI's MUR 7637 Response does not reference its Non-Prosecution Agreement.

³⁸ MURs 7324/7332 AMI Resp. at 1-2, nn.1-2 ; MUR 7332 AMI Supp. Resp. at 3-4. In defending its payment to McDougal, AMI quotes an article in *The New Yorker* that states that the *Enquirer* has "'paid for interviews and photographs'" since its inception and that "'the tabloid has paid anywhere from a few hundred dollars to six figures for scoops.'" MURs 7324/7332 AMI Resp. at 16-17 (quoting 2017 New Yorker Article).

³⁹ MURs 7324/7332 AMI Resp. at 2; *see also* MUR 7637 AMI Resp. at 1 (asserting that it employed McDougal's performance of "journalistic services").

⁴⁰ MUR 7332 AMI Supp. Resp. at 5-7. AMI also contends that as of April 13, 2018, AMI had published 25 columns involving McDougal and had requested additional columns. MURs 7324/7332 AMI Resp. at 8.

⁴¹ MUR 7332 AMI Supp. Resp. at 7-9; MURs 7324/7332 AMI Resp. at 31-32.

III. LEGAL ANALYSIS

The available information indicates that AMI paid \$150,000 to McDougal for the purpose of influencing the 2016 presidential election by preventing a potentially damaging story about Trump from becoming public before the election. Although AMI contends in its Response that its payment to McDougal concerned the business and editorial decisions of a press entity and thus are not subject to Commission regulation, the available information indicates that AMI subsequently disclaimed any argument that the payment to McDougal was made in connection with AMI's business or editorial functions and admitted that AMI's payments were made to benefit Trump's campaign. The press exemption is therefore inapplicable. Thus, the available information supports the conclusion that AMI's payment constituted an in-kind contribution to Trump and the Trump Committee.

As such, AMI and Pecker appear to have violated the Act by making and consenting to making a corporate contribution in the form of a payment from AMI to McDougal. As explained below, the record indicates that there is reason to believe that this violation was knowing and willful.

A. Press Exemption

Under the Act, a "contribution" includes "any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office,"⁴² and an "expenditure" includes "any purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value, made by any person for the purpose of influencing any election for Federal office."⁴³ Under Commission regulations, the phrase

⁴² 52 U.S.C. § 30101(8)(A).

⁴³ 52 U.S.C. § 30101(9)(A).

“anything of value” includes all in-kind contributions.⁴⁴ In-kind contributions include, among other things, coordinated expenditures.⁴⁵ The Act’s definition of “expenditure” does not include “any news story, commentary, or editorial distributed through the facilities of any broadcasting station, newspaper magazine, or other periodical publication, unless such facilities are owned or controlled by any political party, political committee, or candidate.”⁴⁶ This exemption is called the “press exemption” or “media exemption.”⁴⁷ Costs covered by the exemption are also exempt from the Act’s disclosure and reporting requirements.⁴⁸

AMI admitted in its Non-Prosecution Agreement with DOJ that its actions were not undertaken in connection with any press function but were rather to benefit the Trump Committee.⁴⁹ Similarly, AMI’s assertion in its Response that it developed renewed interest in McDougal’s story because she had “elevated her profile” by launching her own beauty and

⁴⁴ 11 C.F.R. § 100.52(d)(1).

⁴⁵ 52 U.S.C. § 30116(a)(7)(B)(i) (treating as contributions any expenditures made “in cooperation, consultation, or concert, with, or at the request or suggestion of, a candidate,” the candidate’s authorized committee, or their agents); *see* 11 C.F.R. § 109.20 (defining “coordination”); *see also* *Buckley v. Valeo*, 424 U.S. 1, 46-47 (1976).

⁴⁶ 52 U.S.C. § 30101(9)(B)(i). Commission regulations further provide that neither a “contribution” nor an “expenditure” results from “[a]ny cost incurred in covering or carrying a news story, commentary, or editorial by any broadcasting station (including a cable television operator, programmer or producer), Web site, newspaper, magazine, or other periodical publication, including any Internet, or electronic publication” unless the facility is “owned or controlled by any political party, political committee, or candidate.” 11 C.F.R. §§ 100.73, 100.132.

⁴⁷ Advisory Op. 2011-11 (Colbert) at 6 (“AO 2011-11”); Advisory Op. 2008-14 (Melothe) at 3 (“AO 2008-14”).

⁴⁸ AO 2011-11 at 6, 8-10 (discussing costs that are within this exemption and also costs that are not).

⁴⁹ AMI Non-Prosecution Agreement, Ex. A ¶ 5 (“Despite the cover and article features to the agreement, AMI’s principal purpose in entering into the agreement was to suppress the model’s story so as to prevent it from influencing the election. At no time during the negotiation for or acquisition of the model’s story did AMI intend to publish the story or disseminate information about it publicly.”). *Compare* MURs 7324/7332 AMI Resp. at 20-21 with AMI Non-Prosecution Agreement at 1-3, Ex. A ¶ 3 (stating that “AMI accepts and acknowledges as true the facts” contained in Exhibit A and summarizing AMI’s obligations to provide truthful information to DOJ as part of the Non-Prosecution Agreement).

1 fragrance line⁵⁰ is directly refuted by AMI’s subsequent admission in its Non-Prosecution
 2 Agreement that its “principal purpose in entering into the agreement was to suppress
 3 [McDougal’s] story so as to prevent it from influencing the election” and that “[a]t no time
 4 during the negotiation for or acquisition of [McDougal’s] story did AMI intend to publish the
 5 story or disseminate information about it publicly.”⁵¹ As a result, the Commission need not—
 6 and does not—make any determination whether the press exemption would apply to AMI’s
 7 conduct absent these admissions disclaiming a journalistic or editorial purpose and admitting that
 8 it made or facilitated the payment to McDougal for the express purpose of assisting the Trump
 9 Committee.⁵² The press exemption does not apply to the payment at issue.

10 **B. The Commission Finds Reason to Believe that AMI’s Payment to McDougal**
 11 **Was a Prohibited Corporate Contribution**

12 1. The Commission Finds Reason to Believe that AMI’s Payment to
 13 McDougal Was a Coordinated Expenditure

14 a. Coordination

15 The Act and Commission regulations prohibit corporations from making contributions to
 16 candidate committees in connection with a federal election.⁵³ Likewise, it is unlawful for any
 17 candidate, candidate committee, or other person to knowingly accept or receive such a prohibited
 18 contribution, and for any officer or director of a corporation to consent to any such
 19 contribution.⁵⁴ The Commission has consistently found that payments by a third party that are

⁵⁰ MURs 7324/7332 AMI Resp. at 6.

⁵¹ AMI Non-Prosecution Agreement, Ex. A ¶ 5.

⁵² *Id.* at 1-3 (stating that “AMI accepts and acknowledges as true the facts” contained in Exhibit A).

⁵³ 52 U.S.C. § 30118(a); 11 C.F.R. § 114.2(b).

⁵⁴ 52 U.S.C. § 30118(a); 11 C.F.R. § 114.2(b), (d)-(e).

intended to influence an election and are “coordinated” with a candidate, authorized committee, or agent thereof are “coordinated expenditures” that result in a contribution by the person making the expenditure to the candidate or political committee with whom the expenditure was coordinated.⁵⁵

The available information indicates that AMI’s payment to McDougal was “coordinated” with the campaign because, according to AMI, it was made “in cooperation, consultation or concert with, or at the request or suggestion” of Cohen, whom AMI believed was an agent for the Trump Committee.⁵⁶ AMI has admitted in its Non-Prosecution Agreement with DOJ that it made its payment to McDougal “in cooperation, consultation, and concert with, and at the request and suggestion of one or more members or agents of a candidate’s 2016 presidential campaign, to ensure that a woman did not publicize damaging allegations about that candidate before the 2016 presidential election and thereby influence that election.”⁵⁷ Accordingly, the AMI payment to McDougal meets the definition of “coordinated” in 11 C.F.R. § 109.20(a) in that they were made in cooperation, consultation or concert with, or at the request or suggestion of the Trump Committee. The coordinated payments would constitute in-kind contributions from AMI to the Trump Committee if they were “expenditures,” that is, made for the purpose of influencing Trump’s election.

⁵⁵ See 11 C.F.R. § 109.20(a)-(b); *see, e.g.*, Conciliation Agreement ¶¶ IV.7-11, V.1-2, MUR 6718 (Sen. John E. Ensign) (Apr. 18, 2013) (acknowledging that third parties’ payment, in coordination with a federal candidate, of severance to a former employee of the candidate’s authorized committee and leadership PAC resulted in an excessive, unreported in-kind contribution by the third parties to the candidate and the two political committees); Factual & Legal Analysis at 30-33, MURs 4568, 4633, and 4634 (Triad Mgmt. Servs., Inc.) (finding reason to believe that by offering fundraising support, campaign management consulting services, and support for advertising campaigns through “political audits,” a corporation made, and multiple committees knowingly received, prohibited or excessive in-kind contributions in the form of coordinated expenditures).

⁵⁶ 52 U.S.C. § 30116(a)(7)(B)(i); 11 C.F.R. § 109.20(a)-(b).

⁵⁷ AMI Non-Prosecution Agreement, Ex. A ¶ 2.

b. For the Purpose of Influencing an Election

The “purpose” of influencing a federal election is a necessary element in defining whether a payment is a “contribution” or “expenditure” under the Act and Commission regulations.⁵⁸ In analyzing whether a payment made by a third party is a “contribution” or “expenditure,”⁵⁹ the Commission has concluded that “the question under the Act is whether” the donation, payment, or service was “provided for the purpose of influencing a federal election [and] not whether [it] provided a benefit to [a federal candidate’s] campaign.”⁶⁰ The electoral purpose of a payment may be clear on its face, as in payments to solicit contributions or for communications that expressly advocate for the election or defeat of a specific candidate, or inferred from the surrounding circumstances.⁶¹

With respect to the McDougal payment, it is unnecessary to infer the circumstances behind the payment; AMI has already acknowledged, in a sworn agreement, that the purpose of paying McDougal was to prevent her story from influencing the election. In the AMI Non-Prosecution Agreement, AMI explicitly admits that its “principal purpose in entering into the

⁵⁸ See 52 U.S.C. § 30101(8)(A)(i), (9)(A)(i).

⁵⁹ 52 U.S.C. § 30101(8)(A)(i), (9)(A)(i).

⁶⁰ Factual & Legal Analysis at 6, MUR 7024 (Van Hollen for Senate).

⁶¹ See, e.g., Advisory Op. 2000-08 (Harvey) at 1, 3 (“AO 2000-08”) (concluding private individual’s \$10,000 “gift” to federal candidate would be a contribution because “the proposed gift would not be made but for the recipient’s status as a Federal candidate”); Advisory Op. 1990-05 (Mueller) at 4 (“AO 1990-05”) (explaining that solicitations and express advocacy communications are for the purpose of influencing an election and concluding, after examining circumstances of the proposed activity, that federal candidate’s company newsletter featuring discussion of campaign resulted in contributions); Advisory Op. 1988-22 (San Joaquin Valley Republican Associates) at 5 (concluding third party newspaper publishing comments regarding federal candidates, coordinated with those candidates or their agents, thereby made contributions because “the financing of a communication to the general public, not within the ‘press exemption,’ that discusses or mentions a candidate in an election-related context and is undertaken in coordination with the candidate or his campaign is ‘for the purpose of influencing a federal election’”); Factual & Legal Analysis at 17-20, MURs 4568, 4633, and 4634 (Triad Mgmt. Servs., Inc.) (finding reason to believe corporation and related nonprofit organizations made contributions by providing federal candidates with “uncompensated fundraising and campaign management assistance” and “advertising assistance[,]” including spending “several million dollars” on coordinated advertisements).

1 agreement [with McDougal] was to suppress the model’s story” and “to ensure that [she] did not
 2 publicize damaging allegations about [Trump] before the 2016 presidential election and thereby
 3 influence that election.”⁶² Further, AMI admits that the payment to McDougal was part of an
 4 overarching scheme in “assisting [the] campaign” in identifying and purchasing “negative stories
 5 about [his] relationships with women” to prevent their publication.⁶³

6 Thus, the available information supports the conclusion that AMI’s payment to
 7 McDougal was coordinated with the Trump Committee and was made for the purpose of
 8 influencing Trump’s election, resulting in AMI making “coordinated expenditures” under the
 9 Act.

10 2. The Commission Finds Reason to Believe that AMI’s Payment to
 11 McDougal Was a Prohibited Corporate In-Kind Contribution to the Trump
 12 Committee

13 Because the available information indicates that AMI’s payment to McDougal was a
 14 coordinated expenditure made for the purpose of influencing the 2016 election, the record
 15 supports a reason to believe finding that the payment constituted an in-kind contribution from
 16 AMI to the Trump Committee.⁶⁴ Further, because the payment was an in-kind contribution to
 17 the Trump Committee, it was subject to the contribution limits and prohibitions set forth in the
 18 Act and Commission regulations.⁶⁵ The Act and Commission regulations prohibit corporations

⁶² AMI Non-Prosecution Agreement, Ex. A ¶¶ 2, 5.

⁶³ *Id.* ¶ 3.

⁶⁴ *See* 11 C.F.R. § 109.20(b).

⁶⁵ Under the Act, an individual may not make a contribution to a candidate with respect to any election in excess of the legal limit, which was \$2,700 per election during the 2016 election cycle. *See* 52 U.S.C. § 30116(a)(1)(A); 11 C.F.R. § 110.1(b)(1). However, as detailed below, these contributions were made by a corporation, not an individual.

1 from making contributions to candidate committees.⁶⁶ The Act and Commission regulations also
 2 prohibit candidates, candidate committees, or other persons from knowingly accepting or
 3 receiving such a prohibited contribution, and for any officer or director of a corporation to
 4 consent to making any such contribution.⁶⁷

5 The Commission has previously found violations of the Act by a corporation and its
 6 officers in connection with similar payments to third parties. In MUR 7248, the Commission
 7 found reason to believe that Cancer Treatment Centers of America and several of its corporate
 8 officers violated 52 U.S.C. § 30118 by making and consenting to prohibited corporate
 9 contributions where the corporate officers engaged in a reimbursement scheme whereby
 10 executives were reimbursed via bonuses for their political contributions.⁶⁸

11 While corporate contributions to candidate committees are *per se* prohibited and do not
 12 require proof of the contributor's knowledge of the violation, AMI has admitted to DOJ that it
 13 knew that corporations are prohibited from contributing to candidate committees like the Trump
 14 Committee.⁶⁹ The AMI Non-Prosecution Agreement states:

15 At all relevant times, AMI knew that corporations such as AMI are subject
 16 to federal campaign finance laws, and that expenditures by corporations,
 17 made for purposes of influencing an election and in coordination with or at
 18 the request of a candidate or campaign, are unlawful. At no time did AMI

⁶⁶ 52 U.S.C. § 30118(a); 11 C.F.R. § 114.2(b).

⁶⁷ 52 U.S.C. § 30118(a); 11 C.F.R. § 114.2(b), (d)-(e).

⁶⁸ Factual & Legal Analysis at 15-18, 21-22, MUR 7248 (Cancer Treatment Centers of America Global, Inc.); *see also* MUR 7027 (MV Transportation, Inc.) (conciliating violations of 52 U.S.C. § 30118 with a corporation and CEO that stemmed from a reimbursement scheme); MUR 6889 (Eric Byer) (finding reason to believe that a corporation and an executive violated section 30118 through a contribution reimbursement scheme) *see also* First Gen. Counsel's Rpt. at 18-19, 26, MUR 6766 (Jesse Jackson Jr.) (recommending that the Commission find reason to believe that certain unknown corporations and unknown corporate officers violated 2 U.S.C. § 441b (now 52 U.S.C. § 30118) by using corporate resources to pay down a candidate's personal credit card debt); Certification, MUR 6766 (Jesse Jackson Jr.) (Dec. 5, 2013) (finding reason to believe that the unknown corporations and corporate officers violated the Act).

⁶⁹ AMI Non-Prosecution Agreement, Ex. A ¶ 8.

report to the Federal Election Commission that it had made the \$150,000 payment to [McDougal].⁷⁰

Therefore, AMI has admitted that it made the payment to McDougal while knowing that it was unlawful.⁷¹ Thus, the Commission finds reason to believe that AMI and Pecker violated 52 U.S.C. § 30118(a) by making and consenting to a prohibited corporate in-kind contribution.

C. The Commission Finds Reason to Believe that the Violation Set Forth Above Was Knowing and Willful

The Act prescribes additional penalties for “knowing and willful” violations,⁷² which are defined as “acts [that] were committed with full knowledge of all the relevant facts and a recognition that the action is prohibited by law.”⁷³ This standard does not require knowledge of the specific statute or regulation that the respondent allegedly violated; it is sufficient to demonstrate that a respondent “acted voluntarily and was aware that his conduct was unlawful.”⁷⁴ Such awareness may be shown through circumstantial evidence from which the

⁷⁰ *Id.*

⁷¹ See AMI Non-Prosecution Agreement, Ex. A ¶ 8 (“At all relevant times, AMI knew that corporations such as AMI are subject to federal campaign finance laws, and that expenditures by corporations, made for purposes of influencing an election and in coordination with or at the request of a candidate or campaign, are unlawful.”).

⁷² See 52 U.S.C. § 30109(a)(5)(B), (d).

⁷³ 122 Cong. Rec. 12,197, 12,199 (May 3, 1976); *see, e.g.*, Factual & Legal Analysis at 3-4, MUR 6920 (Now or Never PAC, *et al.*) (applying “knowing and willful” standard); Factual & Legal Analysis at 17-18, MUR 6766 (Jesse Jackson, Jr., *et al.*) (same).

⁷⁴ *United States v. Danielczyk*, 917 F. Supp. 2d 573, 579 (E.D. Va. 2013) (quoting *Bryan v. United States*, 524 U.S. 184, 195 (1998) (holding that the government needs to show only that the defendant acted with knowledge that conduct was unlawful, not knowledge of the specific statutory provision violated, to establish a willful violation)).

respondent’s unlawful intent may be reasonably inferred,⁷⁵ including, for example, an “elaborate scheme for disguising” unlawful acts.⁷⁶

The available information supports a reason to believe finding that AMI and Pecker’s foregoing violation was knowing and willful because AMI, through its Non-Prosecution Agreement, admitted that it knew its actions were unlawful.⁷⁷ Furthermore, Pecker’s and Howard’s direct involvement in the negotiations indicate that Pecker was a party in a scheme to both hide the story and the payment.⁷⁸ As such, the information indicates that AMI and Pecker knew that AMI’s payment to McDougal violated the Act, and they acted voluntarily and with awareness of unlawfulness when they negotiated the agreement with McDougal and made the corresponding payment. Accordingly, the Commission finds reason to believe that the violation of the Act by AMI and Pecker, as set forth above, was knowing and willful.

⁷⁵ Cf. *United States v. Hopkins*, 916 F.2d 207, 213 (5th Cir. 1990) (quoting *United States v. Bordelon*, 871 F.2d 491, 494 (5th Cir. 1989)). *Hopkins* involved a conduit contributions scheme, and the issue before the Fifth Circuit concerned the sufficiency of the evidence supporting the defendants’ convictions for conspiracy and false statements under 18 U.S.C. §§ 371 and 1001.

⁷⁶ *Id.* at 214-15. “It has long been recognized that ‘efforts at concealment [may] be reasonably explainable only in terms of motivation to evade’ lawful obligations.” *Id.* at 214 (quoting *Ingram v. United States*, 360 U.S. 672, 679 (1959)).

⁷⁷ AMI Non-Prosecution Agreement, Ex. A ¶ 8 (admitting that AMI “knew that corporations such as [itself] are subject to federal campaign finance laws, and that expenditures by corporations, made for purposes of influencing an election and in coordination with or at the request of a candidate or campaign, are unlawful”).

⁷⁸ AMI Non-Prosecution Agreement, Ex. A ¶ 3.

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U.S. Department of Justice

*United States Attorney
Southern District of New York*

*The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007*

September 20, 2018

Charles A. Stillman, Esq.
James A. Mitchell, Esq.
Ballard Spahr LLP

Re: American Media, Inc.

Dear Messrs. Stillman and Mitchell:

Based on the cooperation and implementation of remedial measures described below, and strictly subject to the terms, conditions, and understandings set forth herein, the Office of the United States Attorney for the Southern District of New York ("this Office") will not criminally prosecute American Media, Inc. ("AMI") for any crimes (except for criminal tax violations, if any, as to which this Office cannot and does not make any agreement) related to its participation, between in or about August 2015 up to and including in or about October 2016, in making a contribution and expenditure, aggregating \$25,000 and more during the 2016 calendar year, to the campaign of a candidate for President of the United States, to the extent AMI has disclosed such participation to this Office as of the date of this Agreement. This conduct is described more fully in the Statement of Facts, which is attached hereto as Exhibit A, and incorporated by reference herein. AMI accepts and acknowledges as true the facts set forth in the Statement of Facts. Counsel for AMI hereby represents and warrants that the Board of Directors has authorized counsel to enter into this Agreement.

Moreover, if AMI fully complies with the understandings specified in this Agreement, no testimony or other information given by it (or any other information directly or indirectly derived therefrom) will be used against it in any criminal tax prosecution. This Agreement does not provide any protection against prosecution for any crimes except as set forth above.

It is understood that AMI (a) shall truthfully and completely disclose all information with respect to the activities of itself and its officers, agents and employees concerning all matters about which this Office inquires of it, which information can be used for any purpose; (b) shall cooperate fully with this Office and any other law enforcement agency designated by this Office; (c) shall attend all meetings at which this Office requests its presence and use its best efforts to secure the attendance and truthful statements or testimony of any past and current officers, agents, or employees at any meeting or interview or before the grand jury or at trial or at any other court proceeding; (d) shall provide to this Office upon request, any document, record, or other tangible evidence relating to matters about which this Office or any designated law enforcement agency inquires of it; and (e) shall commit no crimes whatsoever. Moreover, any assistance AMI may provide to federal criminal investigators shall be pursuant to the specific instructions and control of this Office and designated investigators. AMI's obligations under this paragraph will continue

04.26.2015

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until the later of (1) a period of three years from the signing of this Agreement, or (2) the date on which all prosecutions arising out of the conduct described in the opening paragraph of this Agreement are final.

It is understood that, should AMI commit any crimes subsequent to the date of signing of this Agreement, or should the Government determine that AMI or its representatives have knowingly given false, incomplete, or misleading testimony or information, or should AMI otherwise violate any provision of this Agreement, AMI shall thereafter be subject to prosecution for any federal criminal violation of which this Office has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against AMI, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

It is understood that if the Government has determined that AMI has committed any crime after signing this Agreement or that AMI or its representatives have given false, incomplete, or misleading testimony or information, or that AMI has otherwise violated any provision of this Agreement, (a) all statements made by AMI or its representatives to this Office or other designated law enforcement agents, and any testimony given by AMI or its representatives before a grand jury or other tribunal, whether prior to or subsequent to the signing of this Agreement, and any leads from such statements or testimony shall be admissible in evidence in any criminal proceeding brought against AMI; and (b) AMI shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. It is the intent of this Agreement to waive all rights in the foregoing respects.

It is further understood that AMI shall (a) prepare and distribute, within three months of the signing of this agreement, to AMI's executive officers, senior management and editorial employees of a set of written standards regarding federal election laws and their application to AMI's media operations (the "Standards"); (b) conduct annual training concerning the Standards, with required attendance by AMI's executive officers, senior management and editorial employees; (c) employ, retain, or designate counsel knowledgeable in the field of federal election law as applied to AMI's business, which counsel shall be made available to all AMI employees to discuss any questions or concerns with respect to the Standards; (d) consult with counsel to ensure that any payments to acquire stories involving individuals running for office comply with the Standards; and (e) report to this Office any violation of the Standards or federal election law by AMI, its employees, or its representatives during the period of this agreement.

It is further understood that this Agreement does not bind any federal, state or local prosecuting authority other than this Office. This Office will, however, bring the cooperation of AMI to the attention of other prosecuting offices, if requested by AMI.

It is further understood that neither AMI nor this Office will disclose this Agreement and Exhibit A attached hereto to the public on or before November 6, 2018. Nothing in the foregoing

sentence is intended to preclude AMI from making this Agreement available, on a confidential basis, for review by counsel for AMI's underwriters, auditors or insurers for the limited purpose of negotiations regarding credit decisions. Counsel for AMI agrees that they will obtain a signed acknowledgment of confidentiality executed by any underwriter, auditor or insurer who reviews the Agreement.

With respect to this matter, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between this Office and AMI. No additional promises, agreements, and conditions have been entered into other than those set forth in this letter and none will be entered into unless in writing and signed by all parties.

Very truly yours,

ROBERT KHUZAMI
Acting United States Attorney

By: 

Andrea Griswold
Rachel Maimin
Thomas McKay
Nicolas Roos
Assistant United States Attorneys
(212) 637-2268

APPROVED:



LISA ZORNBERG
Chief, Criminal Division

AGREED AND CONSENTED TO:


Eric Klee
General Counsel, AMI

September 21, 2013
Date

APPROVED:


Charles A. Sturman, Esq.
James A. Mitchell, Esq.
Attorneys for AMI

Sept 21, 2013
Date

04.26.2015

Exhibit A to Letter to American Media, Inc., dated September 20, 2018

Statement of Admitted Facts

1. American Media, Inc. ("AMI") is a corporation based in New York. AMI owns and publishes magazines, supermarket tabloids, and books, including the *National Enquirer*, *OK! Magazine*, *Star Magazine*, *Radar Online*, *Men's Journal*, and *Muscle & Fitness Her's*.

2. As set forth in more detail below, on or about August 10, 2016, AMI made a payment in the amount of \$150,000, in cooperation, consultation, and concert with, and at the request and suggestion of one or more members or agents of a candidate's 2016 presidential campaign, to ensure that a woman did not publicize damaging allegations about that candidate before the 2016 presidential election and thereby influence that election.

3. In or about August 2015, David Pecker, the Chairman and Chief Executive Officer of AMI, met with Michael Cohen, an attorney for a presidential candidate, and at least one other member of the campaign. At the meeting, Pecker offered to help deal with negative stories about that presidential candidate's relationships with women by, among other things, assisting the campaign in identifying such stories so they could be purchased and their publication avoided. Pecker agreed to keep Cohen apprised of any such negative stories.

4. In or about June 2016, an attorney representing a model and actress attempting to sell her story of her alleged extramarital affair with the aforementioned presidential candidate contacted an editor at the *National Enquirer*. Pecker and the editor called Cohen and informed him of the story. At Cohen's urging and subject to Cohen's promise that AMI would be reimbursed, the editor began negotiating for the purchase of the story. On June 20, 2016, the editor interviewed the model about her story. Following the interview, AMI communicated to Cohen that it would acquire the story to prevent its publication.

5. On or about August 5, 2016, AMI entered into an agreement with the model to acquire her "limited life rights" to the story of her relationship with "any then-married man," in exchange for \$150,000. It was also agreed that AMI would feature her on two magazine covers and could publish over one hundred magazine articles authored by her. AMI agreed to pay the model \$150,000 – substantially more money than AMI otherwise would have paid to acquire the story – because of Cohen's assurances to Pecker that AMI would ultimately be reimbursed for the payment. Despite the cover and article features to the agreement, AMI's principal purpose in entering into the agreement was to suppress the model's story so as to prevent it from influencing the election. At no time during the negotiation for or acquisition of the model's story did AMI intend to publish the story or disseminate information about it publicly. On or about August 10, 2016, AMI sent \$150,000 to an attorney representing the model.

6. Between in or about late August 2016 and September 2016, Cohen called Pecker and stated that he wanted to be assigned the limited life rights portion of AMI's agreement with the model, which included the requirement that the model not otherwise disclose her story. Pecker agreed to assign the rights to Cohen for \$125,000. Pecker instructed a consultant who works for AMI to complete the assignment through a company unaffiliated with AMI. On September 30,

2016, Pecker signed an assignment agreement, which contemplated the transfer of the limited life rights portion of AMI's agreement to an entity that had been set up by Cohen for \$125,000. The consultant delivered the signed assignment agreement to Cohen, along with an invoice from a shell corporation incorporated by the consultant for the payment of \$125,000, which falsely stated the payment was for an "agreed upon 'flat fee' for advisory services." However, in or about early October 2016, after the assignment agreement was signed but before Cohen had paid the \$125,000, Pecker contacted Cohen and told him that the deal was off and that Cohen should tear up the assignment agreement.

7. Following the 2016 presidential election, AMI published articles written by the model in *OK! Magazine* and *Star Magazine*, featured her on the cover of *Muscle & Fitness Her's*, and published articles in *Radar Online* featuring the model. The publication of these articles was intended, at least in part, to keep the model from commenting publicly about her story and her agreement with AMI.

8. At all relevant times, AMI knew that corporations such as AMI are subject to federal campaign finance laws, and that expenditures by corporations, made for purposes of influencing an election and in coordination with or at the request of a candidate or campaign, are unlawful. At no time did AMI report to the Federal Election Commission that it had made the \$150,000 payment to the model.

9. AMI has cooperated with the United States Attorney's Office for the Southern District of New York and the Federal Bureau of Investigation during its investigation and provided substantial and important assistance to the investigating agents and prosecutors during the course of the grand jury investigation in the Southern District of New York. Among other things, AMI has made various personnel from AMI available for numerous interviews; engaged outside counsel to ensure the integrity of its compliance with and responses to subpoenas; and responded to numerous requests from prosecutors for various specific items of information. AMI has also agreed in connection with the Non-Prosecution Agreement to implement specific improvements to its internal compliance to prevent future violations of the federal campaign finance laws.

PX-37

SUPREME COURT
TRIAL TERM

NEW YORK COUNTY
PART 59

-----x
THE PEOPLE OF THE STATE OF NEW YORK : INDICTMENT #
: 1473-21
:
:
AGAINST : CHARGE
: SCHEME TO DEFRAUD, ET AL
:
THE TRUMP CORPORATION, :
TRUMP PAYROLL CORPORATION, :
ALLEN WEISSELBERG, :
:
Defendants :
-----x Proceedings

100 Centre Street
New York, New York 10013
August 12, 2022

B E F O R E:

HONORABLE: JUAN MERCHAN,
JUSTICE OF THE SUPREME COURT

APPEARANCES FOR THE PEOPLE:

ALVIN BRAGG, DISTRICT ATTORNEY BY:
SUSAN HOFFINGER, ASSISTANT DISTRICT ATTORNEY
JOSHUA STEINGLASS, ASSISTANT DISTRICT ATTORNEY
GARY FISHMAN, SPECIAL ASSISTANT DISTRICT ATTORNEY

FOR THE DEFENDANTS, THE TRUMP ORGANIZATIONS:
ALAN S. FUTERFAS, ESQ.
SUSAN NECHELES, ESQ.
GEDALIA STERN, ESQ.
FOR DEFENDANT ALLEN WEISSELBERG:
NICHOLAS GRAVANTE, ESQ.
MARY E. MULLIGAN, ESQ.

THE COURT: Good morning. Your appearances

1 please.

2 MS. HOFFINGER: Good morning, your Honor, Susan
3 Hoffinger for the People.

4 I'm joined by members of our team this morning,
5 ADA's Joshua Steinglass, Gary Fishman, Solomon Shinerock,
6 Imran Ahmed, Elyssa Abuhoff, and Caroline Williamson.

7 THE COURT: Thank you, good morning.

8 THE CLERK: This is calendar number one, two and
9 three, indictment 1473 of 2021 as to the Trump Corporation,
10 Trump Payroll Corporation, and Allen Weisselberg. Your
11 appearances.

12 MS. NECHELES: Good morning, your Honor. Susan
13 Necheles and Gedalia Stern here for the Trump Corporation
14 and Trump Payroll Corporation.

15 MR. GRAVANTE: Good morning, your Honor.
16 Cadwalader, Wickersham and Taft by Nicholas Gravante and my
17 colleague, Elizabeth Moore for defendant Allen Weisselberg.

18 MR. FUTERFAS: Good morning, your Honor. Alan
19 Futerfas for the Trump Corporation defendant.

20 MS. MULLIGAN: Good morning, your Honor.
21 Friedman, Kaplan, Seiler and Adelmarr by Mary Mulligan.
22 With me is my colleague, Tim Haggerty and we are with our
23 client, Allen Weisselberg.

24 THE COURT: Good morning everyone, nice to see
25 you.

1 I know that there are a few matters that we need
2 to go over today, beginning with the omnibus motions.

3 The omnibus motions are decided as follows:
4 Written decisions will be handed down off calendar shortly.

5 Defendants's motion for this Court to inspect the
6 grand jury minutes for legal sufficiency pursuant to CPL
7 section 210 30 was granted.

8 The Court has inspected the grand jury minutes and
9 finds that the evidence presented to the grand jury was
10 legally sufficient to support the charges in the
11 indictment.

12 This Court further finds that the grand jury
13 proceedings were properly conducted, and the integrity of
14 the proceedings was unimpaired.

15 Defendants's motion to dismiss the indictment on
16 the grounds that the People purportedly violated
17 evidentiary rules in the grand jury, thereby impairing its
18 integrity and resulting in the grand jury basing its
19 deliberations on legally incompetent evidence is denied.

20 Defendant Weisselberg's motion to dismiss that
21 portion of count one of the indictment that arises from the
22 alleged failure to withhold New York City income taxes from
23 his compensation is denied.

24 Defendant Weisselberg's motion to dismiss counts
25 one through 11, and the Trump Organization's motions to

1 dismiss counts one and two on the basis that insufficient
2 evidence was presented to the grand jury to establish
3 first, that the taxing authorities had an ownership
4 interest in tax refunds permitted to defendant Weisselberg,
5 and two, that defendant Weisselberg was a New York City
6 resident for tax purposes is denied.

7 Defendants's motion to dismiss count 15 of the
8 indictment on the grounds that it is legally defective,
9 specifically, defendants argue, among other things, that
10 the document at issue is not a business record of a
11 business or an enterprise, but rather the personal record
12 of Donald J. Trump, and that the document in question was
13 not falsified; that motion is denied.

14 Defendants have moved to dismiss counts four,
15 five, and 12; and defendant Weisselberg additionally moves
16 to dismiss counts eight and nine, claiming that the charges
17 are time barred. That application is granted to the extent
18 that count four is dismissed.

19 With respect to the other counts, that application
20 is denied.

21 Defendants's motion to dismiss the indictments --
22 defendants's motion to dismiss the indictments on the
23 ground that the New York County District Attorney's Office
24 and the New York State Office of the Attorney General
25 allegedly targeted them impermissibly for prosecution on

1 the basis of political animus in violation of the due
2 process and equal protection provisions of the United
3 States and New York State Constitutions, or in the
4 alternative, that it be denied because defendants argue
5 that they have made a sufficient showing of animus and
6 disparate treatment and require this Court to order the
7 People to provide discovery and to order a hearing, those
8 applications are denied.

9 Defendants's motion to dismiss the indictment on
10 the grounds that too many prosecutors were present in the
11 grand jury chamber, and that as a result, the prosecutors
12 overstepped their function and invaded that of the grand
13 jury; in the alternative, defendants move to request an
14 evidentiary hearing to determine whether the number of
15 prosecutors in the grand jury chamber prejudiced or
16 influenced the grand jury, both of those applications are
17 denied.

18 Defendants's motion to dismiss the first three
19 counts of the indictment claiming that this Court cannot
20 determine whether defendants defrauded the Internal Revenue
21 Service, because only the Internal Revenue Service and
22 federal courts can answer inherently federal questions, and
23 two, that even if this Court could determine whether
24 federal taxes were due, the supremacy clause of the United
25 States Constitution preempts this Court from doing so, that

1 application is denied.

2 Defendants move to dismiss counts one, two, and
3 three of the indictment, which effectively charge
4 defendants with the commission of federal tax crimes and on
5 the grounds they failed to identify which specific
6 provisions of the tax law were purportedly violated, that
7 application is denied.

8 Defendants move to dismiss the portion of the
9 indictment which alleges that the tuition paid by Mr. Trump
10 on behalf of defendant Weisselberg's grandchildren
11 constituted a taxable income, and that defendant
12 Weisselberg's yearend bonuses were improperly reported on
13 IRS forms 1099 rather than IRS forms W-2, that is denied.

14 As to the Kastigar Fifth Amendment issue, the
15 Court has not yet ruled on that issue.

16 When I hand down the Court's written decision, my
17 decision will be there.

18 I can tell you that if a Kastigar hearing is
19 ordered, it will be very limited in scope.

20 The renewed demand for work product and a bill of
21 particulars is denied.

22 The People are reminded of their continuing
23 obligation to turn over all exculpatory information.

24 The request for a Huntley hearing is granted. The
25 motion for severance is premature, and the motion for a

1 Sandoval hearing is granted.

2 Are there any questions regarding that?

3 MR. STEINGLASS: Judge, as to your dismissal of
4 count four, does that pertain to the corporate defendant
5 only as we conceded, or does that also apply to defendant
6 Weisselberg?

7 THE COURT: That is only as to the corporate
8 defendant.

9 MR. STEINGLASS: Thank you.

10 THE COURT: Any other questions before I continue
11 on to the next issue?

12 All right, let me address the dispute over the
13 exhibit list, and I'm referring specifically to Mr.
14 Haggerty's letter of August fifth requesting that the Court
15 issue an order directing the People to produce an exhibit
16 list for their case in chief.

17 As indicated in the People's response of August
18 9th, the People do not necessarily disagree that they are
19 required to provide such a list.

20 In fact, this Court requested on July 11th, and
21 the People provided a detailed list identifying each of the
22 grand jury exhibits on July 15th.

23 The Court has considered the submissions on this
24 issue and finds that the statute is clear on its face. In
25 fact, as Judge Dinino noted in the practice commentaries to

1 CPL Section 245 point 20 subdivision one, subdivision zero,
2 if the prosecutors know that he or she intends to
3 introduce property, then the prosecutors must so inform the
4 defense.

5 In other words, the People must identify which
6 exhibits they intend to introduce in their case in chief.

7 In a case such as this where the discovery has
8 been voluminous, to say the least, it is fair that the
9 People should inform defendants which of those many
10 documents they intend to introduce into evidence.

11 However, I do not find that the People are
12 required to do more than that. Identifying which exhibits
13 will be offered into evidence in their case in chief,
14 satisfies the requirements of new discovery statute.

15 The People do not have to number the exhibits or
16 put them in any particular order. The People do not need
17 to identify which exhibit will be introduced when and for
18 what count.

19 To impose that requirement on the prosecution
20 would be to unfairly handcuff their ability to prepare for
21 trial, and more importantly, to alter and change course
22 during the course of the trial.

23 Under such a scenario, the People would be
24 committed to a predetermined script. I do not believe that
25 is what the statute requires.

1 I note first and foremost that CPL Article 245,
2 the new discovery statute, is a discovery statute. Its
3 intention is to create fairness and prevent trial by
4 ambush. It does not, however, require either party to
5 disclose trial strategy.

6 I believe this Court's ruling more than satisfies
7 the spirit and intent of the revised statute.

8 Therefore, to the extent the People have not done
9 so already, the People are directed to immediately identify
10 and inform defendants as to all property you intend to
11 introduce in your case in chief.

12 If in the exercise of reasonable diligence the
13 prosecution has not yet formed an intention that a
14 particular item will be introduced at trial or pretrial
15 hearing, then the prosecution shall notify the defendants
16 in writing. These disclosures shall be made as soon as
17 practicable and subject to continuing duty to disclose in
18 CPL Section 245 point 60.

19 To the extent, if any, that this ruling is
20 inconsistent with the recent decision in People v Novas
21 Ceballos, C. E. B. A. L. L. O. S, this Court respectfully
22 declines to follow that decision.

23 The only other matter I have -- well, I'll hear
24 you on that.

25 MS. NECHELES: Thank you, your Honor. Your Honor,

1 I think that there are various scheduling things that we
2 would like to deal with, but I think it probably would be
3 more productive if first we arrange the time to sit with
4 the People and see if we can work out a lot of timing
5 things, and then perhaps come back to the Court at a later
6 date.

7 THE COURT: Sure, that is fine. Are you
8 referring to timing in general, or to the disclosure issue
9 that I just spoke about?

10 MS. NECHELES: No, not the disclosure issue, but
11 other issues that -- there will be in liminae motions and
12 other things that maybe we could work out timing with the
13 People on those items.

14 THE COURT: Sure, that is fine. As far as the
15 timing of the hearing and the trial and our schedule at
16 that time, I do have something I'm ready to discuss with
17 you if you are ready for that now.

18 MS. NECHELES: Sure.

19 THE COURT: Okay. So as you know, hearings are
20 scheduled to commence on Monday, September 12th.

21 Jury selection will begin on Monday, October 24th.
22 As previously discussed, we will not have proceedings on
23 Wednesdays. We will also not have proceedings on the
24 following days: Tuesday, November 8th, for Election Day.
25 Friday, November 11th, for Veterans Day. Thursday,

1 November 24th, for Thanksgiving. And Friday, November
2 25th, the day after Thanksgiving.

3 Are there any other scheduling issues you would
4 like to take up at this time?

5 MS. NECHELES: Your Honor, there are just a few.
6 As your Honor is aware, I have one. I actually have more
7 than two lawyers who work with me and who are working on
8 this case who are sabbath observant, so Fridays in the
9 winter, I would ask that we be able to adjourn by noon for
10 them to be able to get home in time for the sabbath.

11 THE COURT: Would it be a hardship if we were
12 able to work until one o'clock?

13 MS. NECHELES: That is fine, your Honor.

14 MR. STEINGLASS: Can we be heard on that?

15 THE COURT: Sure.

16 MR. STEINGLASS: This trial will take a long
17 time. As far as I know, also being a member of that
18 religion, sundown does not happen until 4:30, even in the
19 dead of winter.

20 I don't think we need to break before three
21 o'clock. Maybe 2:30. Maybe we can work through lunch. To
22 cut off at noon or one o'clock will greatly lengthen this
23 trial which defense is already saying will take six months.

24 MS. NECHELES: Your Honor, sabbath in the winter
25 starts as early as 4:15. One of the individuals lives in

1 the Rockaways, the other lives in New Jersey.

2 It takes more than an hour to get home from here.

3 I have no objection to working through lunch if my
4 co-counsel does not object. I did not actually talk to
5 them about Fridays.

6 MR. GRAVANTE: No objection.

7 THE COURT: All right, we will definitely work
8 until one o'clock. If I can work it out with court
9 personnel, we will work through lunch as well.

10 MS. NECHELES: Thank you.

11 THE COURT: You said something about a six month
12 trial?

13 MR. STEINGLASS: I did not say that, that is what
14 defense said.

15 THE COURT: That is news to me. I cannot imagine
16 why this would be a six month trial.

17 MS. NECHELES: I did not say that, your Honor.

18 THE COURT: Okay, anything else? People,
19 anything you would like to bring up?

20 MR. STEINGLASS: Judge, there is one issue. Since
21 your Honor ordered a Huntley hearing And I believe we
22 conceded the Huntley hearing.

23 On July 15th we sent a letter to counsel asking
24 them to confirm that they were not challenging the
25 voluntariness of Allen Weisselberg's testimony before the

1 Office of the Attorney General given in 2017 and 2020.

2 Of course challenge the voluntariness of that
3 would be somewhat ridiculous since Allen Weisselberg was
4 sitting next to his lawyers at the time he gave that
5 testimony. But I would just ask the Court to confirm with
6 counsel that they will not contest the voluntariness of
7 those statements, otherwise we might have to do an
8 additional voluntariness hearing along with the Huntley
9 hearing in this case.

10 THE COURT: Okay. Counsel, are you objecting to
11 the voluntariness?

12 MR. GRAVANTE: Your Honor, not knowing that would
13 arise today, I would like to discuss that with my
14 co-counsel. We will get back to you very quickly.

15 THE COURT: All right, please let me know as soon
16 as possible. Anything else from the People?

17 MR. STEINGLASS: No Judge.

18 THE COURT: From the defense?

19 MR. GRAVANTE: No, your Honor.

20 MS. NECHELES: No your Honor, thank you.

21 THE COURT: Okay, so I will see all of you on
22 September 12th. Please let me know in advance if there are
23 any issues to go over. Thank you.

24

25

1 I, Randy Berkowitz, a senior court reporter in and
2 for the State of New York, do hereby certify that the
3 foregoing transcript is true and accurate to the best of my
4 knowledge, skill and ability.

5 Randy Berkowitz,
6 Senior Court Reporter

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PX-38

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2	3	4
12:30pm - The President speaks with the	8am - The President holds breakfast and	7:30am - The President Receives the	8am - The President receives the	6:15am - The President attends the	8am - The President receives his daily	8:35am - The President plays Golf at
1pm - The President speaks with Crown	9:30am - The President signs an	8am - The President meets with the	8:30am - The President holds an African	9am - The President meets with Chief of	9am - The President participates in a	3:15pm - The President speaks with
2pm - The President hosts a movie	10:30am - The President meets with	9:30am - The President meets with Chief	10:30am - The President meets with	9:30am - The President participates in a	11am - The President signs executive	3:45pm - The President speaks with
6pm - The President speaks with the	11:30am - The President lunch with Vice	11:30am - The President lunch with Rudy	4:30pm - The President participates in a	10:15am - The President meets with	11:30am - The President has lunch with	6pm - The President attends the 60th
	12:30pm - The President meets with	1pm - The President holds a listening		12pm - The President has lunch with	1pm - The President departs White	
5	6	7	8	9	10	11
8:25am - The President plays Golf at	9:40am - The President departs Palm	8am - The President receives his daily	7am - In-Town Pool Call Time	7:30am - In-Town Pool Call Time	7:30am - In-Town Pool Call Time	6:30am - Out-of-Town Pool Call Time @
3:15pm - The President speaks with	10:30am - The President arrives Tampa	8:30am - The President meets with	8am - The President speaks at the MCCA	8am - The President receives his daily	8am - The President receives his daily	8:05am - THE FIRST LADY and Mrs. Abe
3:45pm - The President speaks with New	10:45am - The President receives a	9:45am - The President meets with	9:30am - The President receives his daily	8:30am - The President holds a breakfast	8:30am - The President tapes Weekly	8:15am - The President plays golf with
5:30pm - The President watches the	11:30am - The President has lunch with	12:30pm - The President meets with	11:40am - The President meets with Intel	9:30am - The President participates in	9am - The President meets with Senator	9:30am - In-Town Pool Call Time
	12:15pm - The President makes remarks	2pm - The President meets with	12:45pm - Press Briefing with Press	10:30am - The President speaks with	11am - The President holds a bilateral	11am - THE FIRST LADY has lunch with
	1pm - The President meets with Governor	4pm - The President hosts Green Berets	2:30pm - The President participates in a	11am - The President speaks with Amir	12pm - The President holds a joint press	1:15pm - The President plays 9 holes of
	1:20pm - The President departs MacDill			11:30am - The President holds a SCOTUS	12:35pm - The President has a working	3:15pm - The President speaks with
				12:30pm - Press Briefing with Press	12:45pm - Out-of-Town Travel Pool Call	3:45pm - The President speaks with
12	13	14	15	16	17	18
7am - In-Town Pool Call Time	7:30am - In-Town Travel Pool Call Time	7:30am - In-Town Travel Pool Call Time	7:30am - In-Town Travel Pool Call Time	7:30am - In-Town Travel Pool Call Time	7am - In-Town Travel Pool Call Time	7:50am - The President plays golf at
7:30am - The President plays golf at	8am - The President receives his daily	9:30am - The President participates in a	9:15am - The President participates in a	9:30am - The President participates in a	7:15am - Out-of-Town Travel Pool Call	4:10pm - The President arrives in
2pm - The President meets with	8:45am - The President speaks with	10:30am - The President speaks with	10:50am - The President and THE FIRST	11am - Bill signing and remarks	9:10am - The President departs the White	4:20pm - The President participates in
3pm - The President meets with Steve	9:10am - The President speaks with	11:30am - Lunch with Governor and Mrs.	11am - Bilateral meeting with Israel	11:30am - The President holds a press	11am - The President arrives in New	5:15pm - The President concludes
3:50pm - The President takes	10am - The President meets with Prime	12pm - Press Briefing with Press	11:40am - The President has a private	12:25pm - The President speaks with	11:10am - The President speaks with	5:35pm - The President speaks with
4pm - In-Town Pool Call Time	10:25am - The President participates in a	1pm - The President signs H.J. Res. 41 @	12pm - The President participates in a	12:30pm - Press Briefing with Press	11:25am - The President tours the	6:15pm - The President arrives in West
4:25pm - The President departs West	11am - Bilateral meeting with Canadian	3pm - The President meets with the	12:45pm - The President has a working	1:30pm - The President meets with the	12:05pm - The President makes remarks	
4:30pm - The President takes	11:15am - The President participates in a		3:15pm - The President speaks with	2:15pm - The President signs H.J. Res.	12:40pm - The President tours the	
5pm - The President departs West Palm	11:50am - The President has a working		3:30pm - The President participates in a	2:50pm - The President tapes his Weekly	1:05pm - The President departs North	
6:45pm - The President arrives at The	1pm - The President participates in a		5:30pm - The President and THE FIRST		2:30pm - The President arrives in West	
19	20	21	22	23	24	25
8am - Donald Trump goes to Trump	9am - The President will speak with THE	6:30am - In-Town Travel Pool Call Time	8am - In-Town Travel Pool Call Time	8am - In-Town Travel Pool Call Time	6:30am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time
6:25pm - Donald Trump goes to dinner at	3:40pm - The President departs Mar-a-	7:30am - The President visits the	9:30am - The President receives his daily	9am - The President receives his daily	8:25am - The President departs the White	11am - Donald Trump has lunch at the
	4pm - The President departs West Palm	9:30am - The President receives his daily	10:30am - The President meets with the	9:30am - The President leads a working	9am - The President makes remarks	7:20pm - Donald Trump has dinner
	6:25pm - The President arrives at the	11:30am - The President has lunch with	11:30am - The President discusses the	11:15am - The President speaks with	10:30am - The President arrives at the	
		12:30pm - Press Briefing with Press	11:45am - Press Briefing with Press	1:30pm - The President leads a listening	10:40am - The President tapes his	
		3pm - The President receives an NSC	12:30pm - Press Briefing with Press	1:45pm - Press Briefing with Press	11am - The President signs an Executive	
		5:30pm - The President has dinner with	12:30pm - The President holds a	5:50pm - Dinner and conversation with	12:10pm - Press Gaggle with Press	
			3pm - The President leads a legislative	7:30pm - The President attends a dinner	12:30pm - Press Gaggle with Press	
26	27	28	1	2	3	4
5:15pm - In-Town Travel Pool Call Time	7:30am - In-Town Travel Pool Call Time	8am - In-Town Travel Pool Call Time	8am - In-Town Travel Pool Call Time	8am - In-Town Travel Pool Call Time	8am - In-Town Travel Pool Call Time	6am - Out-of-Town Travel Pool Call Time
5:45pm - In-Town Travel Pool Gather	8:30am - The President stops by the	9:30am - The President receives his daily	9:30am - The President receives his daily	9:30am - The President receives his daily	8:15am - Out-of-Town Travel Pool Call	8:25am - The President plays golf at
6:25pm - Donald Trump hosts	9:30am - The President leads a listening	10am - The President meets with the	10:15am - Press Gaggle with Press	10:40am - The President departs the	9:25am - The President departs the White	4pm - The President participates in
	11:30am - The President has lunch with	11:30am - The President has lunch with	11:30am - The President has a press	11:40am - The President speaks at	9:45am - The President speaks with	5:30pm - The President meets with
	12:30pm - Press Briefing with Press	12:30pm - The President signs H.R. 321	3pm - The President leads a legislative	12:05pm - The President participates in a	11:50am - The President arrives in	6:30pm - The President has dinner with
	1:30pm - The President meets with	12:50pm - The President signs the	5:30pm - The President has dinner with	12:25pm - The President participates in a	12:35pm - The President participates in	
	2:10pm - The President meets with	1:10pm - The President signs the HBCU		12:50pm - The President tours the PCU	12:40pm - The President tours Saint	
	5:30pm - The President has dinner with	1:30pm - Press Gaggle with Principle		1:30pm - The President makes remarks	1:10pm - The President participates in a	
		1:45pm - The President visits with guests		2:55pm - The President departs Langley	2:20pm - The President departs Orlando,	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>26</div> <div>5:15pm - In-Town Travel Pool Call Time</div> <div>5:45pm - In-Town Travel Pool Gather</div> <div>6:25pm - Donald Trump hosts the</div>	<div>27</div> <div>7:30am - In-Town Travel Pool Call Time</div> <div>8:30am - The President stops by the</div> <div>9:30am - The President leads a listening</div> <div>11:30am - The President has lunch with</div> <div>12:30pm - Press Briefing with Press</div> <div>1:30pm - The President meets with</div> <div>2:15pm - The President meets with</div> <div>5:30pm - The President has dinner with</div>	<div>28</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:30am - The President receives his daily</div> <div>10am - The President meets with the</div> <div>11:30am - The President has lunch with</div> <div>12:30pm - The President signs H.R. 321</div> <div>12:50pm - The President signs the</div> <div>1:10pm - The President signs the HBCU</div> <div>1:30pm - Press Gaggle with Principle</div> <div>1:45pm - The President visits with guests</div>	<div>1</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:30am - The President receives his daily</div> <div>10:15am - Press Gaggle with Press</div> <div>11:30am - The President has a house</div> <div>3pm - The President leads a legislative</div> <div>5:30pm - The President has dinner with</div>	<div>2</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:30am - The President receives his daily</div> <div>10:40am - The President departs the</div> <div>11:40am - The President arrives at</div> <div>12:05pm - The President participates in a</div> <div>12:25pm - The President participates in a</div> <div>12:50pm - The President tours the PCU</div> <div>1:30pm - The President makes remarks</div> <div>2:55pm - The President departs Langley</div>	<div>3</div> <div>8am - In-Town Travel Pool Call Time</div> <div>8:15am - Out-of-Town Travel Pool Call</div> <div>9:25am - The President departs the White</div> <div>9:45am - The President departs the</div> <div>11:50am - The President arrives in</div> <div>12:35pm - The President participates in</div> <div>12:45pm - The President tours Saint</div> <div>1:10pm - The President participates in a</div> <div>2:20pm - The President departs Orlando,</div>	<div>4</div> <div>6am - Out-of-Town Travel Pool Call Time</div> <div>8:25am - The President plays golf at</div> <div>4pm - The President participates in an</div> <div>5:30pm - The President meets with</div> <div>6:30pm - The President has dinner with</div>
<div>5</div> <div>8:10am - The President plays golf at</div> <div>2:40pm - The President departs Mar-a</div> <div>3pm - The President departs West</div> <div>5:10pm - In-Town Travel Pool Call Time</div> <div>5:25pm - The President arrives at the</div>	<div>6</div> <div>8am - In-Town Travel Pool Call Time Pool</div> <div>9:30am - The President receives his daily</div> <div>11:30am - The President has lunch with</div> <div>12:30pm - Press Gaggle with Press</div> <div>12:35pm - The President meets with</div> <div>2pm - The President meets with the</div> <div>3pm - The President leads a National</div> <div>4pm - The President meets with</div> <div>5:30pm - The President has dinner with</div>	<div>7</div> <div>8:30am - In-Town Travel Pool Call Time</div> <div>9:15am - The President speaks with</div> <div>9:45am - The President receives his daily</div> <div>11:30am - The President has lunch with</div> <div>12:30pm - Press Briefing with Press</div> <div>12:30pm - The President leads a policy</div> <div>1:30pm - The President leads a meeting</div> <div>3:30pm - The President meets with</div> <div>4pm - The President visits with the Boy</div>	<div>8</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:30am - The President receives his daily</div> <div>10am - The President meets with</div> <div>11:30am - The President hosts</div> <div>12:30pm - Press Briefing with Press</div> <div>1:30pm - The President meets with</div> <div>3pm - The President meets with</div> <div>4:05pm - The President meets with</div> <div>5:30pm - The President and THE FIRST</div>	<div>9</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:30am - The President receives his daily</div> <div>10am - The President leads an NE</div> <div>11:30am - The President has a relative</div> <div>11:45am - Press Briefing with Press</div> <div>1pm - The President meets with former</div> <div>2pm - The President meets with</div> <div>3pm - The President makes remarks to</div>	<div>10</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9am - The President receives his daily</div> <div>10:30am - The President leads a</div> <div>11:15am - The President speaks with</div> <div>11:45am - The President has lunch with</div> <div>12:30pm - Press Briefing with Press</div> <div>2:30pm - The President meets with</div>	<div>11</div> <div>7am - In-Town Travel Pool Call Time</div> <div>11:40am - Donald Trump goes to Trump</div>
<div>12</div> <div>10am - In-Town Travel Pool Call Time</div>	<div>13</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President leads a listening</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Briefing with Press</div> <div>2pm - The President meets with his</div> <div>4:50pm - The President signs an</div> <div>6:30pm - The President has dinner with</div>	<div>14</div> <div>9:30am - In-Town Travel Pool Call Time</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Briefing with Press</div> <div>2pm - Press Briefing with Press</div> <div>3pm - The President speaks with the CEO</div> <div>4pm - The President speaks about</div>	<div>15</div> <div>9am - In-Town Travel Pool Call Time Pool</div> <div>10:50am - The President departs the</div> <div>11am - Background Briefing with Downing</div> <div>11:10am - The President departs Joint</div> <div>12:35pm - The President arrives at</div> <div>1:40pm - The President tours American</div> <div>1:55pm - The President leads a</div> <div>2:20pm - The President makes remarks</div>	<div>16</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President leads a bilateral</div> <div>11:45am - The President departs the</div> <div>12:05pm - The President participates in</div> <div>1:35pm - The President departs the</div> <div>2pm - Press Briefing with Press</div> <div>3:40pm - The President welcomes the</div> <div>6pm - The President makes remarks at</div>	<div>17</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:30am - The President meets with the</div> <div>10am - The President leads a listening</div> <div>11:20am - The President welcomes</div> <div>11:30am - The President meets with</div> <div>11:45pm - The President leads a bilateral</div> <div>12:30pm - The President leads a</div> <div>1:20pm - The President and Chancellor</div>	<div>18</div> <div>7:15am - Out-of-Town Travel Pool Call</div> <div>9:40am - Donald Trump goes to Trump</div> <div>4pm - The President receives his</div> <div>5:15pm - The President speaks with</div> <div>6pm - Donald Trump Meets with Ike</div>
<div>19</div> <div>7:20am - Out-of-Town Travel Pool Call</div> <div>9:40am - Donald Trump goes to Trump</div> <div>3:30pm - The President speaks with</div> <div>4:20pm - The President departs West</div> <div>6:15pm - In-Town Travel Pool Call Time</div> <div>6:45pm - The President arrives at the</div>	<div>20</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with Phil</div> <div>11:30am - The President meets with</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - Press Briefing with Press</div> <div>1:35pm - The President meets with</div>	<div>21</div> <div>8:15am - In-Town Travel Pool Call Time</div> <div>9am - The President departs The White</div> <div>9:15am - The President meets with the</div> <div>10:30am - The President receives his</div> <div>11am - The President signs S. 442 @</div> <div>1:30pm - Press Briefing with Press</div> <div>3pm - The President hosts a legislative</div>	<div>22</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President departs the</div> <div>11:30am - The President hosts a</div> <div>1:30pm - Press Briefing with Press</div> <div>3pm - The President meets with the</div> <div>6:30pm - The President has dinner with</div>	<div>23</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President meets with</div> <div>12:30pm - The President has lunch with</div> <div>3pm - The President welcomes truckers</div> <div>8:25pm - The President leads a listening</div>	<div>24</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:15am - The President holds a National</div> <div>11am - The President meets with the</div> <div>1pm - Press Briefing with Press</div> <div>2:20pm - The President hosts a Greek</div> <div>3pm - The President meets with Medal of</div>	<div>25</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:01am - Donald Trump goes to Trump</div>
<div>26</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - Donald Trump goes to Trump</div>	<div>27</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President participates in a</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - Press Briefing with Press</div> <div>2pm - The President signs bills @</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President hosts a listening</div> <div>1pm - Press Briefing with Press</div> <div>2pm - The President signs an Energy</div> <div>3pm - The President meets with the</div> <div>7pm - The President hosts a reception for</div>	<div>29</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President hosts a uploid and</div> <div>12pm - Press Briefing with Press</div> <div>3:45pm - The President drops by the</div>	<div>30</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>12pm - The President hosts a legislative</div> <div>1:30pm - Press Briefing with Press</div> <div>3pm - The President welcomes Prime</div> <div>3:10pm - The President meets with Prime</div>	<div>31</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President meets with the</div> <div>10:30am - The President receives his</div> <div>11am - The President meets an</div> <div>1pm - Press Briefing with Press</div> <div>1:30pm - Press Briefing with Press</div> <div>3pm - The President meets with the</div>	<div>1</div> <div>10am - In-Town Travel Pool Call Time</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>26</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - Donald Trump goes to Trump</div>	<div>27</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President participates in a</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - Press Briefing with Press</div> <div>3pm - The President signs bills @</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President hosts a listening</div> <div>1pm - Press Briefing with Press</div> <div>2pm - The President signs an Energy</div> <div>4pm - The President meets with the</div>	<div>29</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President hosts an opioid and</div> <div>12pm - Press Briefing with Press</div> <div>3:45pm - The President drops by the</div>	<div>30</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>12pm - The President hosts a legislative</div> <div>1:30pm - Press Briefing with Press</div> <div>3pm - The President welcomes Prime</div>	<div>31</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President meets with former</div> <div>10:30am - The President receives his</div> <div>11am - The President makes an</div> <div>1pm - Press Briefing with Press</div> <div>1:30pm - Press Briefing with Press</div>	<div>1</div> <div>10am - In-Town Travel Pool Call Time</div>
<div>2</div> <div>9am - In-Town Travel Pool Call Time</div>	<div>3</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:50am - The President welcomes</div> <div>11:55am - The President meets with</div> <div>12:10pm - The President leads an</div> <div>1:10pm - The President has a working</div>	<div>4</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>10:45am - The President hosts a CEO</div> <div>11:30am - Press Bangle with Press</div> <div>12pm - The President departs the White</div> <div>12:30pm - The President makes remarks</div>	<div>5</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>10:30am - Briefing on the Congressional</div> <div>10:30am - The President speaks with</div> <div>11:55am - The President and THE FIRST</div> <div>12:10pm - The President meets with King</div>	<div>6</div> <div>8:55am - The President participates in</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>10:30am - Out-of-Town Travel Pool Call</div> <div>12pm - The President departs the White</div> <div>12:20pm - The President departs Joint</div>	<div>7</div> <div>8am - Out-of-Town Travel Pool Call Time</div> <div>10:30am - The President leads a</div> <div>12pm - The President has a working</div>	<div>8</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>9:05am - Donald Trump goes to Trump</div>
<div>9</div> <div>9:30am - Donald Trump goes to Trump</div> <div>6:15pm - In-Town Travel Pool Call Time</div> <div>6:45pm - The President arrives at the</div>	<div>10</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President attends the</div> <div>1:30pm - Press Briefing with Press</div> <div>4pm - The President meets with the</div>	<div>11</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>10:45am - The President leads a</div> <div>1:30pm - Press Briefing with Press</div> <div>4pm - The President meets with</div>	<div>12</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President meets with</div> <div>1pm - The President meets with</div> <div>3:25pm - The President leads an</div>	<div>13</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President signs H.J. Res. 43</div> <div>1pm - Press Briefing with Press</div> <div>2pm - The President meets with the I-85</div>	<div>14</div> <div>9:45am - Donald Trump goes to Trump</div>	<div>15</div> <div>8am - Out-of-Town Travel Pool Call Time</div> <div>8:45am - Donald Trump goes to Trump</div>
<div>16</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>10:56am - Donald Trump goes to THE</div> <div>6:40pm - The President arrives at</div>	<div>17</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:45am - The President and THE FIRST</div> <div>10:30am - The President participates in</div> <div>1:30pm - The President meets with</div> <div>2pm - Press Briefing with Press</div>	<div>18</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:15am - Out-of-Town Travel Pool Call</div> <div>10:30am - The President receives his</div> <div>12pm - The President departs the White</div> <div>2:20pm - The President departs Joint</div> <div>2:15pm - The President arrives in</div>	<div>19</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>10:30am - The President meets with</div> <div>11:30am - The President signs S. 544 the</div> <div>2pm - Press Briefing with Press</div> <div>1:20pm - The President greets the Super</div>	<div>20</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - Background Briefing on the</div> <div>12pm - The President leads a signing</div> <div>2pm - The President meets with National</div> <div>3pm - The President welcomes Prime</div>	<div>21</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>11am - Background Briefing on financial</div> <div>1:30pm - The President meets with</div> <div>2:30pm - The President departs the White</div> <div>2:45pm - The President signs financial</div>	<div>22</div> <div>10:30am - In-Town Travel Pool Call Time</div> <div>1:15pm - Donald Trump and Melania</div> <div>8:20pm - Donald Trump, Melania Trump,</div>
<div>23</div> <div>9:30am - The President speaks with</div> <div>10am - In-Town Travel Pool Call Time</div>	<div>24</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:30am - The President speaks with</div> <div>10am - The President has a video</div> <div>10:30am - The President receives his</div> <div>11:30am - The President has a working</div> <div>1:30pm - Press Briefing with Press</div> <div>2:30pm - The President signs a</div> <div>3pm - The President hosts a credential</div> <div>4:30pm - The President meets with</div> <div>5:30pm - The President participates in a</div>	<div>25</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>10:55am - The President departs the</div> <div>11:20am - The President gives a</div> <div>11:35am - The President participates in</div> <div>12:05pm - The President departs the U.S.</div> <div>1:45pm - The President meets with</div> <div>2pm - Press Briefing with Press</div> <div>2:15pm - The President has a meeting on</div> <div>3pm - The President participates in a</div>	<div>26</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:05am - The President departs the</div> <div>11:20am - The President gives a</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - Briefing with Secretary of the</div> <div>1:30pm - The President meets with</div> <div>2:30pm - The President participates in a</div> <div>3pm - The President drops by an all</div> <div>3:15pm - Background Briefing with</div>	<div>27</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:20am - The President welcomes</div> <div>11:30am - The President meets with</div> <div>11:45am - The President has a working</div> <div>2pm - The President signs a</div> <div>1:20pm - The President departs the White</div> <div>4:45pm - The President gives remarks</div> <div>5:05pm - The President departs the</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:20am - Out-of-Town Travel Pool Call</div> <div>10:30am - The President signs an</div> <div>11:20am - The President departs</div> <div>11:30am - The President departs the</div> <div>12:55pm - The President arrives in</div> <div>1pm - Bangle with Press Secretary Sean</div> <div>2pm - The President gives remarks at the</div> <div>3:15pm - The President gives remarks at</div> <div>3:55pm - The President departs Atlanta,</div>	<div>29</div> <div>10:30am - The President speaks with</div> <div>3:30pm - Out-of-Town Travel Pool Call</div> <div>4pm - In-Town Travel Pool Call Time</div> <div>5pm - The President departs the White</div> <div>5:20pm - The President departs</div> <div>6pm - The President arrives in</div> <div>6:30pm - The President tours The Ames</div> <div>6:45pm - The President signs the</div> <div>7:30pm - The President participates in a</div> <div>9:10pm - The President departs</div>
<div>30</div> <div>10am - The President speaks with the</div> <div>10:30am - The President speaks with the</div> <div>11:30am - Donald Trump goes to Trump</div>	<div>1</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President hosts a Law Day</div> <div>11:50am - The President drops by the</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - Press Briefing with Press</div>	<div>2</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President participates in the</div> <div>11:30am - The President participates in</div> <div>12:30pm - The President speaks with</div> <div>1:30pm - Press Briefing with Press</div>	<div>3</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President will receive his</div> <div>11:50am - The President welcomes</div> <div>11:55am - The President meets with</div> <div>12:30pm - The President gives a joint</div> <div>12:30pm - The President will have a</div>	<div>4</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>10:45am - The President speaks with</div> <div>11am - The President signs the Executive</div> <div>11:55am - Out-of-Town Travel Pool Call</div> <div>1:45pm - The President departs the White</div>	<div>5</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>1:30pm - Press Briefing with Prime</div>	<div>6</div> <div>10:30am - Out-of-Town Travel Pool Call</div> <div>4pm - The President speaks with</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>30</div> <div>10am - The President speaks with the</div> <div>10:30am - The President speaks with the</div> <div>11:30am - Donald Trump goes to Trump</div>	<div>1</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President signs a new law</div> <div>11:50am - The President drops by the</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - Press Briefing with Press</div> <div>1:30pm - The President meets with</div>	<div>2</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President participates in the</div> <div>11:30am - The President participates in</div> <div>12:30pm - The President speaks with</div> <div>1:30pm - Press Briefing with Press</div> <div>5:30pm - The President meets with</div>	<div>3</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President will receive his</div> <div>11:50am - The President welcomes</div> <div>11:55am - The President meets with</div> <div>12:15pm - The President gives a joint</div> <div>12:30pm - The President will have a</div> <div>6:30pm - The President has dinner with</div>	<div>4</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>10:45am - The President meets with</div> <div>11am - The President signs the Executive</div> <div>11:50am - Out-of-Town Travel Pool Call</div> <div>1:45pm - The President departs the White</div> <div>2:05pm - The President departs</div>	<div>5</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>1:30pm - Press Briefing with Principal</div>	<div>6</div> <div>10:30am - Out-of-Town Travel Pool Call</div> <div>4pm - The President speaks with</div>
<div>7</div> <div>5pm - Out-of-Town Travel Pool Call Time</div> <div>8:25pm - In-Town Travel Pool Call Time</div> <div>8:55pm - The President returns to</div>	<div>8</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President meets with</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Briefing with Press</div> <div>1:30pm - Press Briefing with Press</div> <div>2pm - The President meets with</div>	<div>9</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President meets with</div> <div>10:30am - The President receives his</div> <div>1:30pm - Press Briefing with Principal</div>	<div>10</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President meets with the</div> <div>11am - The President meets with Huma</div> <div>1:30pm - Press Briefing with Principal</div>	<div>11</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>1:30pm - Press Briefing with Principal</div>	<div>12</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President meets with</div> <div>1pm - Press Briefing with Press</div> <div>1pm - Press Briefing with Press</div> <div>1:30pm - Press Briefing with Press</div> <div>2:15pm - The President stops by a</div> <div>2:30pm - The President meets with</div> <div>3pm - The President meets with</div>	<div>13</div> <div>6:20am - Out-of-Town Travel Pool Call</div> <div>7:30am - In-Town Travel Pool Call Time</div> <div>8am - The President departs the White</div> <div>8:20am - The President departs</div> <div>9:10am - The President arrives in</div> <div>10am - The President makes remarks at</div> <div>11:30am - The President departs</div> <div>12:40pm - The President arrives at the</div>
<div>14</div> <div>9:30am - In-Town Travel Pool Call Time</div>	<div>15</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:35am - The President departs the</div> <div>11am - The President gives remarks at</div> <div>12:25pm - The President departs the</div> <div>12:30pm - Press Briefing with Press</div> <div>1:30pm - Press Briefing with Press</div> <div>1:30pm - The President welcomes Crown</div> <div>1:35pm - The President meets with</div> <div>1:50pm - The President has a working</div>	<div>16</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:30am - The President will speak with</div> <div>11:30am - Press Briefing with National</div> <div>12:30pm - The President welcomes</div> <div>12:35pm - The President gives a</div> <div>1pm - The President gives joint</div> <div>1:30pm - The President has a working</div> <div>1:30pm - Press Briefing with Press</div> <div>2pm - Press Gaggle with Press Secretary</div> <div>2:30pm - The President meets with</div>	<div>17</div> <div>7:20am - Out-of-Town Travel Pool Call</div> <div>8:30am - In-Town Travel Pool Call Time</div> <div>9am - The President departs the White</div> <div>9:20am - The President departs</div> <div>10:25am - The President arrives in</div> <div>11:05am - The President gives remarks</div> <div>1:30pm - The President departs Groton,</div> <div>5:30pm - The President arrives at the</div>	<div>18</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12pm - The President has lunch at the</div> <div>12:30pm - The President meets with</div> <div>1:30pm - The President drops by Jared</div> <div>2:50pm - The President welcomes</div> <div>2:55pm - The President meets with</div> <div>3:10pm - The President leads an</div> <div>4:40pm - The President holds a joint</div>	<div>19</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President meets with Director</div> <div>12:10pm - Out-of-Town Travel Pool Call</div> <div>1:50pm - The President departs the White</div> <div>2:10pm - The President departs</div>	<div>20</div> <div>2:50am - The President and THE FIRST</div> <div>6:30am - The President and THE FIRST</div> <div>6:45am - The President and THE FIRST</div> <div>7:15am - The President and THE FIRST</div> <div>8:20am - The President and THE FIRST</div> <div>8:55am - The President participates in</div> <div>10:05am - The President participates in</div> <div>10:45am - The President participates in</div> <div>1:25pm - The President and THE FIRST</div> <div>1:45pm - The President and THE FIRST</div>
<div>21</div> <div>2am - The President participates in a</div> <div>2:20am - The President participates in a</div> <div>2:50am - The President participates in a</div> <div>4:10am - The President participates in</div> <div>5:45am - The President participates in a</div> <div>6:05am - The President participates in a</div> <div>7:25am - The President participates in a</div> <div>8am - The President participates in the</div> <div>9:15am - The President participates in</div> <div>12:50pm - The President participates in</div>	<div>22</div> <div>2:30am - The President and THE FIRST</div> <div>5:15am - The President and THE FIRST</div> <div>6:20am - The President participates in a</div> <div>6:55am - The President gives remarks</div> <div>7:15am - The President and THE FIRST</div> <div>8:25am - The President and THE FIRST</div> <div>11am - The President meets with Prime</div> <div>12:25pm - The President gives remarks</div> <div>12:30pm - The President and THE FIRST</div>	<div>23</div> <div>2:50am - The President participates in an</div> <div>3am - The President participates in a</div> <div>3:40am - The President gives remarks</div> <div>6am - The President and THE FIRST</div> <div>6:15am - The President gives remarks at</div> <div>7am - The President gives remarks at the</div> <div>8:45am - The President and THE FIRST</div> <div>11am - EDT Briefing with Office of</div> <div>12:30pm - The President and THE FIRST</div>	<div>24</div> <div>2:25am - The President and THE FIRST</div> <div>2:40am - The President participates in an</div> <div>3:05am - The President and THE FIRST</div> <div>3:25am - The President participates in</div> <div>4am - The President and THE FIRST</div> <div>5:30am - The President participates in a</div> <div>7:35am - The President participates in a</div> <div>7:55am - The President and THE FIRST</div> <div>9:55am - The President and THE FIRST</div> <div>10:40am - The President and THE FIRST</div>	<div>25</div> <div>4am - The President arrives at the</div> <div>4:30am - The President participates in an</div> <div>7am - The President meets with</div> <div>7:20am - The President has a working</div> <div>10:15am - The President participates in</div> <div>10:55am - The President participates in</div> <div>11:15am - The President has a working</div> <div>2:40pm - The President and THE FIRST</div>	<div>26</div> <div>4:20am - The President has a bilateral</div> <div>5:45am - The President participates in</div> <div>6:50am - The President participates in</div> <div>7:10am - The President participates in</div> <div>1pm - The President and THE FIRST</div> <div>2:10pm - The President and THE FIRST</div>	<div>27</div> <div>3:15am - The President participates in</div> <div>5:45am - The President participates in</div> <div>10:15am - The President gives remarks</div> <div>10:45am - The President and THE FIRST</div> <div>9pm - In-Town Travel Pool Call Time</div> <div>9:25pm - The President and THE FIRST</div> <div>11:05pm - The President and THE FIRST</div>
<div>28</div> <div>9:30am - In-Town Travel Pool Call Time</div> <div>10am - In-Town Travel Pool Call Time</div> <div>10:35am - The President departs the</div> <div>10:55am - The President gives remarks</div> <div>11:40pm - The President arrives at the</div>	<div>29</div> <div>9:30am - In-Town Travel Pool Call Time</div> <div>10:35am - The President departs the</div> <div>10:55am - The President gives remarks</div> <div>12:40pm - The President arrives at the</div>	<div>30</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12:30pm - The President and THE FIRST</div> <div>2pm - Press Briefing with Press</div>	<div>31</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - Briefing with Secretary of</div> <div>1:45pm - The President meets with</div> <div>2pm - Press Gaggle with Press Secretary</div>	<div>1</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>3pm - The President makes a statement</div>	<div>2</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>1:30pm - Press Briefing with Press</div> <div>2pm - The President meets with Senator</div> <div>2:45pm - The President signs bills @</div>	<div>3</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:40am - The President goes to</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
9:30am - In-Town Travel Pool Call Time	9:30am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time
10am - In-Town Travel Pool Call Time	10:35am - The President departs the	12:30pm - The President has lunch with	10:30am - The President receives his	10:30am - The President receives his	10:30am - The President receives his	10:40am - The President goes to Trump
10:35am - The President departs the	10:55am - The President gives remarks	2pm - Press Briefing with Press	11:30am - Briefing with Secretary of	11am - The President meets with	1:30pm - Press Briefing with Press	
10:55am - The President gives remarks	12:10pm - The President arrives at the		1:45pm - The President meets with	3pm - The President makes a statement	2pm - The President meets with Senator	
12:10pm - The President arrives at the			2pm - Press Gaggle with Press Secretary		1:45pm - The President signs bills @	
4	5	6	7	8	9	10
9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time Pool	11am - Out-of-Town Travel Pool Call
9:30am - The President goes to Trump	10am - The President receives his daily	10am - The President receives his daily	9:45am - Out-of-Town Travel Pool Call	12pm - The President departs the White	10am - The President receives his daily	
6:45pm - The President and THE FIRST	10:30am - Briefing on Infrastructure	11am - The President meets with	10am - The President receives his daily	12:15pm - The President arrives Omni	10:45am - The President departs the	
7pm - The President and THE FIRST	11:30am - The President and the	2pm - Press Briefing with Press	10:50am - The President departs the	12:35pm - The President gives remarks	10:55am - The President arrives at the	
8:25pm - The President gives remarks at	12:30pm - The President has lunch with	3pm - The President meets with House	11:10am - The President departs	1:20pm - The President departs Omni	11am - The President participates in the	
1:45pm - The President and THE FIRST	1:30pm - Press Briefing with Principal	4pm - The President signs a bill @ Oval	12:10pm - The President arrives in	3:30pm - The President hosts	11:30am - The President delivers	
	5:30pm - The President and THE FIRST	6:30pm - The President has dinner with	12:45pm - The President meets with	11:30am - The President departs the	11:55am - The President arrives at the	
			12:55pm - The President gives remarks	2pm - The President greets the President		
			1:20pm - The President gives remarks on			
11	12	13	14	15	16	17
11am - Out-of-Town Travel Pool Call	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	8:30am - Background Briefing on the	8:30am - Out-of-Town Travel Pool Call	9am - In-Town Travel Pool Call Time
4:25pm - The President makes remarks	9:30am - The President receives a	10:30am - The President receives his	2:45pm - The President departs the White	8:30am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	10am - The President and THE FIRST
7pm - The President departs Bedminster	11am - The President leads a Cabinet	11am - The President meets with	3:30pm - The President gives remarks at	10am - The President receives his daily	9:50am - The President will depart the	3:30pm - In-Town Travel Pool Call Time
7:30pm - The President departs to work,	12:30pm - The President has lunch with	12pm - The President has lunch with	3:45pm - The President signs bills	10:45am - The President departs the	10:10am - The President departs the	4:30pm - The President and THE FIRST
8pm - In-Town Travel Pool Call Time	1:30pm - Press Briefing with Press	12:30pm - Out-of-Town Travel Pool Call	4:10pm - The President arrives at the	11am - The President gives remarks on	12:30pm - The President arrives in	
8:20pm - The President arrives	3pm - The President welcomes the 2016	1:30pm - The President departs the White	8:40pm - The President visits Rep. Steve	1:30pm - Press Briefing with Principal	1:10pm - The President gives remarks	
8:40am - The President arrives at the		2:30pm - The President departs		2pm - The President and THE FIRST	2:20pm - The President departs Miami,	
		3:55pm - The President arrives in		2:30pm - The President and THE FIRST	4:50pm - The President arrives at the	
18	19	20	21	22	23	24
3:15pm - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	10am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9:15am - In-Town Travel Pool Call Time
3:45pm - The President and THE FIRST	10:30am - The President receives his	10:30am - The President receives his	10:30am - The President receives his	11am - The President will participate in	10am - The President meets with	10:55am - The President goes to Trump
	11:30am - The President and THE FIRST	11am - The President meets with	11:30am - The President receives a	1pm - Press Gaggle with Principal Deputy	10:30am - The President meets with	6:10pm - The President and THE FIRST
	11:35am - The President departs with	12:30pm - The President has lunch with	3:15pm - Out-of-Town Travel Pool Call	3pm - The President will meet with the	11:30am - The President departs the	6:30pm - The President and THE FIRST
	11:50am - The President has a working	1:30pm - Press Briefing with Press	4pm - The President departs the White	7:15pm - The President and THE FIRST	1:30pm - Press Briefing with Press	10:25pm - The President and THE FIRST
	1:30pm - Press Gaggle with Press	6:45pm - The President and THE FIRST	4:15pm - The President departs			
	5pm - The President participates in an	7pm - The President and THE FIRST	6:45pm - The President arrives in Cedar			
	6pm - The President participates in an	8:25pm - The President and THE FIRST	7:10pm - The President tours Kirkwood			
25	26	27	28	29	30	1
8:30am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time	4pm - Out-of-Town Travel Pool Call Time
9:50am - The President goes to Trump	10:30am - The President receives his	10:15am - The President speaks with	10:30am - The President receives his	10:30am - The President will receive his	9:30am - The President speaks to	6:55pm - The President departs
	12:15pm - The President bids farewell to	10:30am - The President receives his	11:30am - The President leads a tribal,	1:15pm - Briefing with National Security	10:10am - The President welcomes	7:45pm - The President arrives in
	1pm - The President has lunch with	11am - The President meets with	1:30pm - Press Briefing with Press	2pm - Press Briefing with Principal	10:15am - The President meets with	8:30pm - The President participates in
	1:30pm - Press Briefing with Press	11:15am - The President speaks with	2pm - The President participates in a	3pm - The President departs the White	10:35am - The President receives an	10pm - The President departs
	3:35pm - The President and THE FIRST	2pm - Press Briefing with Press	3pm - The President meets with	3:25pm - The President gives remarks at	11:15am - The President gives joint	10:50pm - The President arrives in
	3:55pm - The President meets with Prime	4pm - The President holds an impromptu	6:50pm - The President departs the White	3:30pm - The President arrives at the	2pm - Press Briefing with Principal	
	4:15pm - The President leads an		8pm - The President gives remarks at the	6pm - The President and THE FIRST	2:45pm - Out-of-Town Travel Pool Call	
	5:15pm - The President gives joint		8:30pm - The President arrives at the	6:15pm - The President and THE FIRST	3:15pm - The President signs an	
	6pm - The President and THE FIRST			6:30pm - The President and THE FIRST	4pm - The President and THE FIRST	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>25</div> <div>8:30am - In-Town Travel Pool Call Time</div> <div>9:50am - The President goes to Trump</div> <div>Out of State</div>	<div>26</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>12:15pm - The President bids farewell to</div> <div>1pm - The President has lunch with Vice</div> <div>1:30pm - Press Briefing with Press</div> <div>3:35pm - The President and THE FIRST</div> <div>3:50pm - The President meets with Prime</div> <div>4:15pm - The President leads an</div> <div>5:15pm - The President gives joint</div> <div>Out of State</div>	<div>27</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:15am - The President speaks with</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>11:15am - The President speaks with</div> <div>2pm - Press Briefing with Press</div> <div>4pm - The President holds an impromptu</div> <div>Out of State</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President leads a tribal,</div> <div>1:30pm - Press Briefing with Press</div> <div>2pm - The President participates in a</div> <div>3pm - The President meets with</div> <div>6:50pm - The President departs the White</div> <div>8pm - The President gives remarks at the</div> <div>8:30pm - The President arrives at the</div> <div>Out of State</div>	<div>29</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President will receive his</div> <div>1:15pm - Briefing with National Security</div> <div>2pm - Press Briefing with Principal</div> <div>3pm - The President departs the White</div> <div>3:25pm - The President gives remarks at</div> <div>3:50pm - The President arrives at the</div> <div>6pm - The President and THE FIRST</div> <div>6:15pm - The President and THE FIRST</div> <div>Out of State</div>	<div>30</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:30am - The President speaks to</div> <div>10:10am - The President welcomes</div> <div>10:15am - The President meets with</div> <div>10:35am - The President reads an</div> <div>11:15am - The President gives joint</div> <div>2pm - Press Briefing with Principal</div> <div>2:45pm - Out-of-Town Travel Pool Call</div> <div>3:15pm - The President signs an</div> <div>Out of State</div>	<div>1</div> <div>4pm - Out-of-Town Travel Pool Call Time</div> <div>6:55pm - The President departs</div> <div>7:45pm - The President arrives in</div> <div>8:30pm - The President participates in</div> <div>10pm - The President departs</div> <div>10:50pm - The President arrives in</div> <div>Out of State</div>
<div>2</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>8pm - The President speaks with Principal</div> <div>8:45pm - The President speaks with</div> <div>Out of State</div>	<div>3</div> <div>9:15am - The President speaks with</div> <div>9:30am - The President speaks with</div> <div>4pm - Out-of-Town Travel Pool Call Time</div> <div>7pm - The President departs Westminster,</div> <div>7:45pm - In-Town Travel Pool Call Time</div> <div>8:55pm - The President and THE FIRST</div> <div>Out of State</div>	<div>4</div> <div>10am - The President goes to Trump</div> <div>5:15pm - The President and THE FIRST</div> <div>9pm - The President and THE FIRST</div> <div>Out of State</div>	<div>5</div> <div>5:45am - Out-of-Town Travel Pool Call</div> <div>7am - In-Town Travel Pool Call Time</div> <div>7:30am - The President departs the White</div> <div>7:50am - The President departs</div> <div>8:15am - The President arrives in</div> <div>Out of State</div>	<div>6</div> <div>3:10am - The President departs Warsaw</div> <div>3:20am - The President arrives Budapest</div> <div>3:30am - The President meets with</div> <div>3:55am - The President participates in an</div> <div>4:15am - The President will hold a joint</div> <div>4:55am - The President participates in a</div> <div>Out of State</div>	<div>7</div> <div>4:15am - The President departs his</div> <div>4:25am - The President arrives Hannover</div> <div>4:35am - The President arrives at the G-20</div> <div>6:30am - The President participates in</div> <div>7:15am - The President participates in an</div> <div>7:50am - The President participates in</div> <div>Out of State</div>	<div>8</div> <div>2:45am - The President departs his</div> <div>2:55am - The President arrives at</div> <div>3am - The President participates in an</div> <div>3:45am - The President attends the</div> <div>6:45am - The President participates in</div> <div>6am - The President participates in an</div> <div>Out of State</div>
<div>9</div> <div>8am - In-Town Travel Pool Call Time</div> <div>10:15am - The President goes to Trump</div> <div>Out of State</div>	<div>10</div> <div>9am - In-Town Travel Pool Call Time No</div> <div>2pm - Press Briefing with Principal</div> <div>Out of State</div>	<div>11</div> <div>9am - In-Town Travel Pool Call Time</div> <div>2pm - Press Briefing with Principal</div> <div>2pm - The President meets with</div> <div>Out of State</div>	<div>12</div> <div>9am - In-Town Travel Pool Call Time</div> <div>3pm - Press Briefing with Principal</div> <div>5:30pm - Out-of-Town Travel Pool Call</div> <div>7:10pm - The President and THE FIRST</div> <div>7:30pm - The President and THE FIRST</div> <div>Out of State</div>	<div>13</div> <div>2:45am - The President and THE FIRST</div> <div>3:20am - The President and THE FIRST</div> <div>6:30am - The President participates in a</div> <div>8:15am - The President and THE FIRST</div> <div>9:20am - The President and THE FIRST</div> <div>Out of State</div>	<div>14</div> <div>4am - The President and THE FIRST</div> <div>4:05am - The President and THE FIRST</div> <div>4:10am - The President and THE FIRST</div> <div>6:10am - The President and THE FIRST</div> <div>6:35am - The President and THE FIRST</div> <div>Out of State</div>	<div>15</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>2:30pm - The President plays a game</div> <div>Out of State</div>
<div>16</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>7:25pm - The President arrives at</div> <div>7:35pm - The President meets with</div> <div>8pm - In-Town Travel Pool Call Time</div> <div>8:35pm - The President departs Andrews</div> <div>8:45pm - The President arrives at the</div> <div>Out of State</div>	<div>17</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>12:30pm - The President bids farewell to</div> <div>1:30pm - The President meets with</div> <div>2pm - Press Briefing with Press</div> <div>3pm - The President participates in a</div> <div>Out of State</div>	<div>18</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>11:30am - The President speaks with</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Briefing with Principal</div> <div>Out of State</div>	<div>19</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President receives a National</div> <div>11am - The President delivers the first</div> <div>11:30am - The President meets with U.S.</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Briefing with Principal</div> <div>Out of State</div>	<div>20</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:50am - The President departs the White</div> <div>10:05am - The President participates in a</div> <div>11:35am - The President departs the</div> <div>2:15pm - Press Briefing with Principal</div> <div>3pm - The President makes an</div> <div>Out of State</div>	<div>21</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President participates in a</div> <div>2pm - Press Briefing with Principal</div> <div>2:45pm - The President visits with</div> <div>Out of State</div>	<div>22</div> <div>7:15am - Out-of-Town Travel Pool Call</div> <div>8am - In-Town Travel Pool Call Time</div> <div>8:35am - The President departs</div> <div>8:55am - The President departs</div> <div>8:40pm - The President arrives in</div> <div>9:50am - The President departs Naval</div> <div>Out of State</div>
<div>23</div> <div>8am - In-Town Travel Pool Call Time</div> <div>10:05am - The President goes to Trump</div> <div>Out of State</div>	<div>24</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12:30pm - The President will have lunch</div> <div>2:30pm - Out-of-Town Travel Pool Call Time @</div> <div>3pm - The President participates in a</div> <div>3:15pm - The President gives a</div> <div>3:55pm - The President departs the White</div> <div>Out of State</div>	<div>25</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>2pm - The President welcomes Prime</div> <div>2:05pm - The President meets with Prime</div> <div>2:20pm - The President participates in an</div> <div>Out of State</div>	<div>26</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>2pm - Press Briefing with Press</div> <div>3pm - The President delivers remarks to</div> <div>5pm - The President will participate in a</div> <div>Out of State</div>	<div>27</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>1:45pm - Press Briefing with Press</div> <div>3pm - The President participates in a</div> <div>Out of State</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>11am - The President meets with U.S.</div> <div>11:40am - The President departs the</div> <div>12pm - The President departs</div> <div>1:05pm - The President arrives in</div> <div>Out of State</div>	<div>29</div> <div>9am - In-Town Travel Pool Call Time</div> <div>7:50pm - Donald Trump, Steve Mnuchin</div> <div>Out of State</div>
<div>30</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:35am - The President goes to Trump</div> <div>Out of State</div>	<div>31</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:30am - The President participates in</div> <div>10am - The President leads a Cabinet</div> <div>11:30am - The President meets with U.S.</div> <div>12:30pm - The President meets with</div> <div>3pm - The President presents the Medal</div> <div>3:45pm - Press Briefing with Press</div> <div>Out of State</div>	<div>1</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>2pm - Press Briefing with Press</div> <div>3pm - The President participates in an</div> <div>Out of State</div>	<div>2</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President delivers</div> <div>2pm - The President meets with Senator</div> <div>2:30pm - Press Briefing with Press</div> <div>Out of State</div>	<div>3</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>11:30am - The President participates in a</div> <div>2:30pm - Out-of-Town Travel Pool Call</div> <div>4pm - The President departs the White</div> <div>5:10pm - The President departs</div> <div>Out of State</div>	<div>4</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:45am - The President departs the White</div> <div>10am - The President receives his</div> <div>10:55am - The President departs FEMA</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President speaks with</div> <div>2:15pm - Out-of-Town Travel Pool Call</div> <div>Out of State</div>	<div>5</div> <div>10:30am - Out-of-Town Travel Pool Call</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>30</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:35am - The President goes to Trump</div>	<div>31</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:30am - The President participates in</div> <div>10am - The President leads a Cabinet</div> <div>11:30am - The President meets with U.S.</div> <div>1:30pm - The President meets with</div> <div>3pm - The President presents the Medal</div> <div>3:45pm - Press Briefing with Press</div>	<div>1</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>2pm - Press Briefing with Press</div> <div>3pm - The President participates in an</div>	<div>2</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President meets with an</div> <div>2pm - The President meets with Senator</div> <div>2:30pm - Press Briefing with Press</div>	<div>3</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>11:30am - The President participates in a</div> <div>3:30pm - Out-of-Town Travel Pool Call</div> <div>4:30pm - The President departs the White</div> <div>5:10pm - The President departs</div>	<div>4</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:45am - The President departs the White</div> <div>10am - The President receives a FEMA</div> <div>10:55am - The President departs FEMA</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - The President speaks with</div> <div>2:15pm - Out-of-Town Travel Pool Call</div>	<div>5</div> <div>10:30am - Out-of-Town Travel Pool Call</div>
<div>6</div> <div>12am - The President spoke on the</div> <div>10:30am - Out-of-Town Travel Pool Call</div>	<div>7</div> <div>9am - Out-of-Town Travel Pool Call Time</div>	<div>8</div> <div>1pm - Out-of-Town Travel Pool Call Time</div> <div>3pm - The President participates in a</div>	<div>9</div>	<div>10</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>10:30am - Out-of-Town Travel Pool Call</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President receives a security</div>	<div>11</div> <div>1pm - Out-of-Town Travel Pool Call Time</div> <div>3pm - The President participates in a</div> <div>5pm - The President meets with U.S.</div>	<div>12</div> <div>1:30pm - Out-of-Town Travel Pool Call</div> <div>3pm - The President participates in a</div>
<div>13</div> <div>10:30am - Out-of-Town Travel Pool Call</div>	<div>14</div> <div>7am - Out-of-Town Travel Pool Call Time</div> <div>9am - The President departs Bedminster,</div> <div>9:15am - The President arrives</div> <div>9:25am - The President departs</div> <div>10:15am - The President arrives Joint</div> <div>10:25am - The President departs Joint</div> <div>10:35am - The President arrives The</div> <div>11:15am - The President meets with</div>	<div>15</div> <div>10:30am - Out-of-Town Travel Pool Call</div> <div>3pm - The President participates in an</div> <div>3:45pm - The President gives a</div>	<div>16</div> <div>8:30am - Out-of-Town Travel Pool Call</div> <div>2pm - The President departs Trump</div> <div>2:25pm - The President departs New</div> <div>2:45pm - The President arrives Trump</div> <div>4pm - The President signs H.R. 3218, The</div>	<div>17</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>1pm - The President will have lunch with</div> <div>3pm - The President will meet with</div>	<div>18</div> <div>7:45am - Out-of-Town Travel Pool Call</div> <div>12:05pm - The President departs</div> <div>12:15pm - The President arrives in Camp</div> <div>1:30pm - The President participates in a</div> <div>4:45pm - The President departs Camp</div> <div>4:20pm - The President arrives at</div> <div>4:35pm - The President departs</div> <div>5:25pm - The President arrives at</div>	<div>19</div> <div>10:30am - Out-of-Town Travel Pool Call</div>
<div>20</div> <div>4:45pm - Out-of-Town Travel Pool Call</div> <div>7pm - The President departs Bedminster,</div> <div>7:15pm - The President arrives at</div> <div>8:25pm - The President meets with news</div> <div>8:35pm - The President arrives at the</div>	<div>21</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - The President meets with</div> <div>2:35pm - The President observes the</div> <div>4pm - The President participates in a</div> <div>8:30pm - The President departs the White</div> <div>8:50pm - The President arrives at Fort</div> <div>9pm - The President gives a Presidential</div> <div>9:35pm - The President departs Fort</div>	<div>22</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:45am - The President departs the</div> <div>12:05pm - The President departs</div> <div>4:45pm - The President arrives in Yuma,</div> <div>6:05pm - The President participates in a</div> <div>5:50pm - The President participates in a</div> <div>6:10pm - The President departs Yuma,</div> <div>7pm - The President arrives in Phoenix,</div> <div>10pm - The President participates in a</div>	<div>23</div> <div>11:15am - Out-of-Town Travel Pool Call</div> <div>1:45pm - The President departs Phoenix,</div> <div>4:25pm - The President arrives in Reno</div> <div>5pm - The President gives a message to the</div> <div>5:45pm - The President signs the</div> <div>6pm - In-Town Travel Pool Call Time</div> <div>6:25pm - The President departs Reno,</div> <div>7:55pm - The President arrives at</div> <div>8:05pm - The President departs Andrews</div> <div>8:15pm - The President arrives at the</div>	<div>24</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with the</div> <div>11:45am - The President meets with the</div> <div>2:30pm - Press Briefing with Press</div>	<div>25</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President meets with</div> <div>1:45pm - Press Briefing with Press</div> <div>3pm - The President and THE FIRST</div> <div>3:30pm - The President and THE FIRST</div>	<div>26</div> <div>10:30am - In-Town Travel Pool Call Time</div> <div>11am - The President receives a</div>
<div>27</div> <div>11am - The President receives a</div> <div>3pm - In-Town Travel Pool Call Time</div> <div>3:30pm - The President and THE FIRST</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11:30am - The President receives a</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President meets with</div> <div>3:15pm - THE PRESIDENTNET welcomes</div> <div>3:20pm - The President meets with</div> <div>3:35pm - The President leads an</div> <div>4:20pm - The President holds a joint</div>	<div>29</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>8am - In-Town Travel Pool Call Time</div> <div>8:30am - The President and THE FIRST</div> <div>8:50am - The President and THE FIRST</div> <div>9:30am - The President speaks with</div> <div>11:20pm - The President and THE FIRST</div> <div>2pm - The President and THE FIRST</div> <div>3:30pm - The President and THE FIRST</div> <div>4:25pm - The President and THE FIRST</div> <div>5pm - The President and THE FIRST</div> <div>5:15pm - The President and THE FIRST</div>	<div>30</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:45am - Out-of-Town Travel Pool Call</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>11:20am - The President departs the</div> <div>11:40am - The President departs</div> <div>1:30pm - The President arrives in</div> <div>3:30pm - The President participates in a</div> <div>4:35pm - The President departs</div> <div>5:40pm - The President arrives in</div> <div>6pm - The President arrives at the White</div>	<div>31</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President meets with</div> <div>1:30pm - The President meets with</div> <div>2:30pm - Press Briefing with Press</div>	<div>1</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>11am - The President speaks with</div> <div>12:55pm - The President signs a</div> <div>1pm - The President receives an update</div> <div>2:30pm - Press Briefing with Press</div>	<div>2</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>8:30am - In-Town Travel Pool Call Time</div> <div>9am - The President and THE FIRST</div> <div>9:20am - The President and THE FIRST</div> <div>1:20pm - The President and THE FIRST</div> <div>1:40pm - The President and THE FIRST</div> <div>2:45pm - The President and THE FIRST</div> <div>4:25pm - The President and THE FIRST</div> <div>4:50pm - The President and THE FIRST</div> <div>5:35pm - The President and THE FIRST</div> <div>5:45pm - The President and THE FIRST</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
11am - The President receives a 3pm - In-Town Travel Pool Call Time 3:30pm - The President and THE FIRST	9am - In-Town Travel Pool Call Time 10:30am - The President receives his 11:30am - The President receives a 12:30pm - The President has lunch with 2pm - The President meets with 3:15pm - THE PRESIDENT welcomes 3:20pm - The President meets with 3:35pm - The President leads an 4:20pm - The President holds a joint	7:30am - Out-of-Town Travel Pool Call 8am - In-Town Travel Pool Call Time 8:30am - The President and THE FIRST 8:50am - The President and THE FIRST 9:30am - The President speaks with 1:25pm - The President and THE FIRST 2pm - The President and THE FIRST 3:30pm - The President and THE FIRST 4:25pm - The President and THE FIRST	9am - In-Town Travel Pool Call Time 9:45am - Out-of-Town Travel Pool Call 10:30am - The President receives his 11am - The President meets with 11:20am - The President departs the 11:40am - The President departs 12:55pm - The President arrives in 3:30pm - The President participates in a 4:35pm - The President departs	9am - In-Town Travel Pool Call Time 10:30am - The President receives his 11am - The President meets with 1:30pm - The President meets with the 2:30pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 10:30am - The President receives his 11am - The President speaks with 12:55pm - The President signs a 1pm - The President receives an update 2:30pm - Press Briefing with Press	7:30am - Out-of-Town Travel Pool Call 8:30am - In-Town Travel Pool Call Time 9am - The President and THE FIRST 9:20am - The President and THE FIRST 1:20pm - The President and THE FIRST 1:30pm - The President and THE FIRST 2:45pm - The President and THE FIRST 4:25pm - The President and THE FIRST 4:50pm - The President and THE FIRST
3	4	5	6	7	8	9
9am - In-Town Travel Pool Call Time 6:30pm - The PRESIDENT has a phone	10am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time 10am - The President receives a National 11am - The President receives a daily 1:30pm - Press Briefing with Press 1:30pm - The President meets with the 4pm - The President meets with key 5:45pm - The President speaks with	8:30am - In-Town Travel Pool Call Time 9am - The President speaks with 10:30am - The President receives his 11am - The President meets with 12pm - The President departs the White 12:20pm - The President departs 4:40pm - The President arrives in	8:30am - In-Town Travel Pool Call Time 10am - The President receives an update 12:15pm - The President welcomes Amir 12:40pm - The President has a working 1:30pm - The President holds a joint 3:30pm - The President participates in an 7pm - The President has dinner with	9am - In-Town Travel Pool Call Time 10am - The President receives a National 12:15pm - The President receives 1pm - Press Briefing with Press 1:30pm - Press Briefing with Press 2:30pm - The President and THE FIRST 3pm - The President and THE FIRST	10am - In-Town Travel Pool Call Time 2pm - The President leads a Cabinet
10	11	12	13	14	15	16
10am - The President receives a 1:30pm - In-Town Travel Pool Call Time 3pm - The President and THE FIRST 3:30pm - The President and THE FIRST	8am - In-Town Travel Pool Call Time 8:45am - The President and THE FIRST 9:15am - The President and THE FIRST 9:35am - The President and THE FIRST 10:20am - The President and THE FIRST 10:35am - The President receives his 11am - The President receives an update	8am - In-Town Travel Pool Call Time 8:45am - The President and THE FIRST 9am - In-Town Travel Pool Call Time 9:15am - The President and THE FIRST 9:25am - The President and THE FIRST 10am - The President meets with 10:20am - The President and THE FIRST	9am - In-Town Travel Pool Call Time 10am - The President receives his daily 11am - The President meets with 11:30am - The President meets with 2pm - The President participates in a 2:45pm - The President participates in a 7pm - The President hosts a dinner with	6:15am - Out-of-Town Travel Pool Call 7:30am - In-Town Travel Pool Call Time 8am - The President and THE FIRST 8:20am - The President and THE FIRST 10:40am - The President and THE FIRST 10:55am - The President and THE FIRST 11:30am - The President and THE FIRST	9am - In-Town Travel Pool Call Time 9:45am - The President meets with the 10am - The President receives his daily 11am - The President speaks to Jewish 12:45pm - Out-of-Town Travel Pool Call 1pm - The President meets with Senator 2:05pm - The President and THE FIRST	10am - Out-of-Town Travel Pool Call
17	18	19	20	21	22	23
1:30pm - Out-of-Town Travel Pool Call 4pm - The President departs Bedminster, 4:20pm - The President arrives Wall 4:30pm - The President departs Wall 4:45pm - The President arrives Trump	7:15am - Out-of-Town Travel Pool Call 9:20am - The President departs Trump 9:25am - The President arrives to the 9:50am - The President participates in 10:50am - The President departs the 1pm - The President participates in a 1:15pm - The President participates in an 3:15pm - The President participates in an 6:30pm - The President attends a	8:30am - Out-of-Town Travel Pool Call 9:25am - The President departs Trump 9:30am - The President arrives to the 10:30am - The President gives an 1pm - The President participates in an 1:15pm - The President attends a 3pm - The President participates in an 3:15pm - The President departs the 3:20pm - The President arrives at the	8am - Out-of-Town Travel Pool Call Time 8:55am - The President departs Trump 9am - The President arrives at the Lotte 9:30am - The President participates 10:30am - The President participates in 1:15pm - The President attends a 3pm - The President participates in 4:30pm - The President participates 5:20pm - The President departs the Lotte	7:45am - Out-of-Town Travel Pool Call 9:15am - The President participates in a 9:30am - The President participates in an 10:30am - The President participates in 11:30am - The President participates in 12:15pm - The President attends a 1:30pm - The President participates in an 3pm - Press Briefing with Secretary of 3pm - The President participates in an	2:30pm - Out-of-Town Travel Pool Call 5pm - The President departs Trump 5:10pm - The President arrives at 5:20pm - The President departs the 8:30pm - The President arrives at 9pm - The President departs 9pm - The President arrives at the Von 9:15pm - The President participates in a 10:10pm - The President departs the Von	12pm - Out-of-Town Travel Pool Call
24	25	26	27	28	29	30
3pm - The President departs Trump 3:30pm - The President arrives at 4pm - The President departs Trump 4:10pm - The President arrives at 4:20pm - The President departs 5:10pm - The President arrives Joint 5:20pm - The President departs Joint 5:30pm - The President arrives The	9am - In-Town Travel Pool Call Time 10am - The President receives his daily 12:30pm - The President has lunch with 2pm - Press Briefing with Press 3pm - The President makes an 5:30pm - The President has dinner with	9am - In-Town Travel Pool Call Time 10am - The President receives his daily 10:30am - The President meets with 11:30am - The President receives a 12:15pm - The President welcomes 12:20pm - The President meets with 12:35pm - The President has a working 1:15pm - Out-of-Town Travel Pool Call	9am - In-Town Travel Pool Call Time 10am - The President receives his daily 10:30am - The President meets with the 12:35pm - The President departs the 12:55pm - The President departs 2:25pm - The President arrives in 2:35pm - The President departs 2:55pm - The President arrives at the	9am - In-Town Travel Pool Call Time 10am - The President receives his daily 11am - The President meets with the 12:10pm - The President and the Vice 1:45pm - The President greets Vice 2pm - Press Briefing with Press 2:30pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 10am - The President receives his daily 11:05am - The President departs the 11:25am - The President gives remarks 11:55am - The President arrives at the 12:30pm - The President has lunch with 3pm - The President departs the White 3:20pm - The President departs	11am - Out-of-Town Travel Pool Call 2pm - The President speaks with 2:15pm - The President speaks with 2:25pm - The President speaks with 2:35pm - The President speaks with Luis 2:45pm - The President speaks with

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>1</div> <p>11:30am - Out-of-Town Travel Pool Call</p> <p>2:20pm - The President departs</p> <p>2:50pm - The President departs Liberty</p> <p>3pm - The President participates in the</p> <p>6pm - The President participates in the</p> <p>6:15pm - The President departs Liberty</p> <p>6:30pm - The President departs Jersey</p> <p>6:55pm - The President departs</p> <p>8:05pm - The President arrives at the</p>	<div>2</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10am - The President receives his daily</p> <p>10:30am - The President gives remarks</p> <p>11am - The President leads an</p> <p>11:35am - The President meets with the</p> <p>12:20pm - The President and THE FIRST</p> <p>12:40pm - The President meets with</p> <p>1pm - The President holds a working</p> <p>2pm - Press Briefing with Press</p> <p>2:45pm - The President and THE FIRST</p>	<div>3</div> <p>6:15am - Out-of-Town Travel Pool Call</p> <p>7:30am - In-Town Travel Pool Call Time</p> <p>8am - The President and THE FIRST</p> <p>8:20am - The President and THE FIRST</p> <p>11:45am - The President and THE FIRST</p> <p>12:05pm - The President and THE FIRST</p> <p>1:15pm - The President and THE FIRST</p> <p>1:50pm - The President and THE FIRST</p> <p>3:30pm - The President and THE FIRST</p> <p>3:50pm - The President and THE FIRST</p>	<div>4</div> <p>6:15am - Out-of-Town Travel Pool Call</p> <p>7:15am - In-Town Travel Pool Call Time</p> <p>7:40am - The President and THE FIRST</p> <p>8am - The President and THE FIRST</p> <p>3:30pm - The President and THE FIRST</p> <p>4pm - The President and THE FIRST</p> <p>6:50pm - The President and THE FIRST</p> <p>7:10pm - The President and THE FIRST</p> <p>8:30pm - The President and THE FIRST</p>	<div>5</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10am - The President receives his daily</p> <p>11:45am - The President meets with</p> <p>2pm - Press Briefing with Press</p> <p>3pm - The President meets with the</p> <p>6pm - The President participates in a</p> <p>7:30pm - The President and THE FIRST</p>	<div>6</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10am - The President receives his daily</p> <p>12:30pm - The President hosts a</p> <p>2pm - Press Briefing with Press</p> <p>2pm - The President signs the National</p> <p>2:30pm - The President meets with</p> <p>3pm - The President meets with the U.S.</p>	<div>7</div> <p>8am - In-Town Travel Pool Call Time</p> <p>9:15am - The President goes to Trump</p> <p>5pm - The President departs the White</p> <p>5:20pm - The President debates</p> <p>6:25pm - The President arrives in</p> <p>7pm - The President participates in a</p> <p>8:55pm - The President gives remarks at</p> <p>9:15pm - The President departs</p> <p>10:15pm - The President arrives in</p> <p>10:35pm - The President arrives at the</p>
<div>8</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:20am - The President goes to Trump</p>	<div>9</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11:15am - The President goes to Trump</p>	<div>10</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10am - The President receives his daily</p> <p>11:30am - The President meets with Dr.</p> <p>12:30pm - The President has lunch with</p> <p>1:15pm - Press Briefing with Press</p> <p>2:40pm - The President greets the</p> <p>3pm - The President welcomes The</p>	<div>11</div> <p>10am - The President receives his daily</p> <p>1:45pm - The President and THE FIRST</p> <p>2pm - Out-of-Town Travel Pool Call Time</p> <p>2:05pm - The President meets with Prime</p> <p>2:15pm - The President leads an</p> <p>2:40pm - The President departs the White</p> <p>3:35pm - The President departs</p>	<div>12</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10am - The President receives his daily</p> <p>11:15am - The President signs in</p> <p>2:30pm - The President and THE FIRST</p>	<div>13</div> <p>9am - In-Town Travel Pool Call Time</p> <p>9:45am - The President departs the White</p> <p>9:55am - The President arrives at the</p> <p>10:10am - The President delivers</p> <p>10:55am - The President departs the</p> <p>11:35am - The President arrives at the</p> <p>12:45pm - The President delivers</p>	<div>14</div> <p>8:30am - In-Town Travel Pool Call Time</p> <p>10:05am - The President goes to Trump</p> <p>8:10pm - Donald Trump has dinner at the</p>
<div>15</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:05am - The President goes to Trump</p>	<div>16</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:30am - The President receives his</p> <p>11:30am - The President holds a Cabinet</p> <p>12:35pm - The President has lunch with</p> <p>1:30pm - Press Briefing with Press</p> <p>1:50pm - The President delivers</p> <p>2pm - Press Briefing with Press</p> <p>2:30pm - Out-of-Town Travel Pool Call</p> <p>3:45pm - The President departs the White</p> <p>4:05pm - The President departs</p>	<div>17</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:45am - The President meets with</p> <p>12pm - The President greets Prime</p> <p>12:05pm - The President meets with</p> <p>12:30pm - The President has a working</p> <p>1:30pm - The President holds a joint</p> <p>2pm - The President participates in a</p> <p>3:00pm - The President departs the White</p> <p>7:10pm - The President gives remarks to</p> <p>8:05pm - The President arrives at the</p>	<div>18</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:30am - The President receives his</p> <p>11am - The President speaks with</p> <p>11:30am - The President participates in a</p> <p>12:30pm - The President has lunch with</p> <p>2pm - Press Briefing with Press</p>	<div>19</div> <p>9am - In-Town Travel Pool Call Time</p> <p>12:15pm - The President meets with</p> <p>2pm - Press Briefing with Press</p> <p>2:30pm - The President meets with</p> <p>3pm - Press Briefing with Press</p> <p>7:10pm - The President departs the White</p> <p>7:25pm - The President arrives the</p> <p>7:40pm - The President participates in a</p> <p>9:15pm - The President departs the</p> <p>9:30pm - The President arrives at the</p>	<div>20</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:30am - The President receives his</p> <p>11:45am - The President meets with the</p> <p>2pm - Press Briefing with Press</p>	<div>21</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:05am - The President goes to Trump</p>
<div>22</div> <p>8:30am - In-Town Travel Pool Call Time</p> <p>9:35am - The President goes to Trump</p>	<div>23</div> <p>9am - In-Town Travel Pool Call Time</p> <p>12pm - The President greets Prime</p> <p>12:05pm - The President meets with</p> <p>12:30pm - The President has a working</p> <p>1:30pm - The President gives joint</p> <p>3pm - The President presents the Medal</p>	<div>24</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his daily</p> <p>11:30am - The President participates in</p> <p>12pm - The President participates in a</p> <p>12:40pm - The President departs the</p> <p>1pm - The President participates in a</p>	<div>25</div> <p>9am - In-Town Travel Pool Call Time</p> <p>12:45pm - The President departs the</p> <p>1:05pm - The President arrives in</p> <p>5:10pm - The President arrives in Dallas,</p> <p>5:30pm - The President participates in a</p> <p>6:30pm - The President participates in a</p>	<div>26</div> <p>12:20am - The President arrives at the</p> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his daily</p> <p>2pm - The President delivers remarks on</p> <p>3pm - The President meets with</p>	<div>27</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his daily</p> <p>11:30am - The President meets with</p> <p>2:30pm - Press Briefing with Press</p>	<div>28</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:10am - The President goes to Trump</p> <p>7:50pm - Donald Trump has dinner at the</p>
<div>29</div> <p>10am - In-Town Travel Pool Call Time</p>	<div>30</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his daily</p> <p>11:30am - The President meets with</p> <p>12:30pm - The President has lunch with</p> <p>1pm - Press Briefing with Press</p> <p>2:30pm - The President meets with</p> <p>5:45pm - The President and THE FIRST</p>	<div>31</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11:30am - The President participates in</p> <p>12:30pm - The President participates in a</p> <p>2pm - Press Briefing with Press</p> <p>2pm - The President meets with Speaker</p>	<div>1</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his daily</p> <p>11:30am - The President holds a Cabinet</p> <p>12:30pm - The President signs the</p> <p>12:35pm - The President has lunch with</p> <p>2pm - The President meets with the</p> <p>2:30pm - Press Briefing with Press</p>	<div>2</div> <p>10am - In-Town Travel Pool Call Time</p> <p>12:15pm - The President meets with</p> <p>1:15pm - The President meets with</p> <p>2:30pm - Press Briefing with Press</p> <p>2:45pm - The President meets with</p> <p>6pm - The President announces the</p>	<div>3</div> <p>8am - Out-of-Town Travel Pool Call Time</p> <p>9am - In-Town Travel Pool Call Time</p> <p>9:40am - The President departs the White</p> <p>10am - The President departs Joint Base</p> <p>8:10pm - The President arrives in</p> <p>8:45pm - The President participates in a</p>	<div>4</div> <p>12:25am - The President participates in</p> <p>12pm - Out-of-Town Travel Pool Call</p> <p>1:45pm - The President and THE FIRST</p> <p>2:20pm - The President and THE FIRST</p> <p>10:45pm - The President and THE FIRST</p> <p>14pm - The President and THE FIRST</p>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2	3	4
10am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President meets with 12:30pm - The President has lunch with 1pm - Press Briefing with Press 2:30pm - The President meets with	9am - In-Town Travel Pool Call Time 11:30am - The President participates in 12:30pm - The President participates in a 2pm - Press Briefing with Press 2pm - The President meets with Speaker	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President holds a Cabinet 12:30pm - The President signs the 12:35pm - The President has lunch with 2pm - The President meets with the	10am - In-Town Travel Pool Call Time 12:15pm - The President meets with 1:15pm - The President makes a jobs 2:30pm - Press Briefing with Press 2:45pm - The President meets with 4pm - The President announces the	8am - Out-of-Town Travel Pool Call Time 9am - In-Town Travel Pool Call Time 9:40am - The President departs the White 10am - The President departs Joint Base 8:10pm - The President arrives in 8:45pm - The President participates in a	12:25am - The President participates in 12pm - Out-of-Town Travel Pool Call 1:45pm - The President and THE FIRST 2:20pm - The President and THE FIRST 10:40pm - The President and THE FIRST 11pm - The President and THE FIRST
5	6	7	8	9	10	11
12:05am - The President has lunch with 12:45am - The President golfs with 5:35am - The President and THE FIRST 5:45pm - Out-of-Town Travel Pool Call 7:05pm - The President delivers remarks 7:45pm - The President and THE FIRST 9:05pm - The President and THE FIRST 9:45pm - The President and THE FIRST 10pm - The President participates in a 10:45pm - The President participates in 11pm - The President participates in an 11:55pm - The President and THE FIRST	12:30am - The President participates in a 5:15am - The President and THE FIRST 6pm - Out of Town Pool Call Time (8:00 8pm - The President departs Tokyo en 10:30pm - The President and THE FIRST 10:55pm - The President has lunch with 11:20pm - The President receives an	12:30am - The President and THE FIRST 12:35am - The President and THE FIRST 12:45am - The President participates in a 2:10am - The President participates in a 2:20am - The President and THE FIRST 2:45am - The President participates in a 5:35am - The President and THE FIRST 7:25am - The President and THE FIRST 8:30pm - The President and THE FIRST 8:45pm - The President and THE FIRST 8:50pm - The President and THE FIRST 9:05pm - The President delivers a speech	1:40am - The President and THE FIRST 2:30am - The President and THE FIRST 2:55am - The President and THE FIRST 5am - The President and THE FIRST 6:05am - The President and THE FIRST 6:15am - The President and THE FIRST 5:30pm - Out-of-Town Travel Pool Call 8:20am - The President and THE FIRST 8:35pm - The President participates in a 9:40pm - The President participates in an 10:45pm - The President participates in a 11:30pm - The President delivers a joint	12:30am - The President meets with 1:20am - The President and THE FIRST 4:50am - The President and THE FIRST 5:20am - The President and THE FIRST 6pm - Out-of-Town Travel Pool Call Time 8pm - The President departs Beijing,	12:25am - The President arrives in Da 1:30am - The President delivers remarks 2:30am - The President participates in a 7am - Out-of-Town Travel Pool Call Time 7:50am - The President participates in an 8am - The President attends a gala 9pm - The President attends an APEC 9:35pm - The President participates in a 11:50pm - The President attends a	1:45am - The President attends a second 4:10am - The President departs Da Nang, 5:45am - The President arrives in Hanoi, 8:05am - The President attends a state 8pm - Out-of-Town Travel Pool Call Time 9:05pm - The President participates in a 9:20pm - The President participates in a 9:50pm - The President participates in a 10:20pm - The President participates a 11pm - The President participates in an 11:55pm - The President participates in
12	13	14	15	16	17	18
1:50am - The President departs Hanoi, 5am - The President arrives in Manila 6:30am - The President makes a special 12:40pm - The President participates in 6:15pm - Out-of-Town Travel Pool Call 7:50pm - The President participates in a 8pm - The President participates in the	2:30am - The President participates in a 4am - The President participates in a 10pm - Out-of-Town Travel Pool Call 11:15pm - The President participates in	12:35am - The President participates in 12:45am - The President participates in 1:50am - The President departs the 2:05am - The President departs the 12:00pm - The President departs Manila, 12:15pm - The President arrives in 1:45pm - The President departs Hickam,	9am - In-Town Travel Pool Call Time 3:30pm - The President delivers remarks	9am - In-Town Travel Pool Call Time 11:20am - The President departs the 11:30am - The President gives remarks 12:30pm - The President departs the U.S. 3pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President holds NCAA 12:30pm - The President has lunch with 3pm - Press Briefing with Press 4:30pm - The President meets with	9am - In-Town Travel Pool Call Time
19	20	21	22	23	24	25
9am - In-Town Travel Pool Call Time	11am - The President receives his daily 11:30am - The President holds a Cabinet 12:30pm - The President has lunch with 1:30pm - The President meets with 2pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 12:55pm - The President and THE FIRST 1pm - The President and THE FIRST 1:30pm - Out-of-Town Travel Pool Call 2pm - The President and THE FIRST	7:15am - Out-of-Town Travel Pool Call 9:25am - The President departs to Trump	9am - The President thanks members 9:45am - The President visits Coast 11:10am - The President Goes to Trump	7:30am - Out-of-Town Travel Pool Call 9:15am - The President departs to Trump	7:30am - Out-of-Town Travel Pool Call 7:55am - The President Goes to Trump
26	27	28	29	30	1	2
7:30am - Out-of-Town Travel Pool Call 9:30am - The President Goes to Trump 4:20pm - The President and THE FIRST 6:45pm - The President and THE FIRST	9am - In-Town Travel Pool Call Time 9am - In-Town Travel Pool Call Time 12:30pm - The President has lunch with 12:30pm - The President has lunch with 2pm - The President hosts an event 2pm - The President hosts an event 2:30pm - Press Briefing with Press 2:45pm - The President meets with 3pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 9am - In-Town Travel Pool Call Time 12:40pm - The President departs the 12:40pm - The President departs the 1pm - The President speaks at the 1pm - The President speaks with the 2:30pm - The President departs the U.S. 2:45pm - The President departs the U.S. 3pm - Press Briefing with Press 3pm - The President gives remarks to the	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:15am - Out-of-Town Travel Pool Call 12:30pm - The President departs the 12:50pm - The President departs the 1:55pm - The President arrives in St. 2:30pm - The President gives remarks on 3:45pm - The President departs St. Louis, 6:25pm - The President arrives in 6:45pm - The President arrives at the	9am - In-Town Travel Pool Call Time 11am - The President meets with the 3pm - Press Briefing with Press 4:35pm - The President and THE FIRST 4:40pm - The President and THE FIRST 5pm - The President and THE FIRST 6:05pm - The President departs the 6:10pm - The President arrives at the	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:45am - The President meets with the 12:30pm - The President has lunch with 3:15pm - The President gives remarks at	7:30am - Out-of-Town Travel Pool Call 8am - In-Town Travel Pool Call Time 8:40am - The President departs the 9am - The President departs 9:55am - The President arrives in New 10:05am - The President departs John F. 10:35pm - The President arrives at the 11:30am - The President delivers 12:35pm - The President delivers 1:50pm - The President participates in a

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>26</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>9:30am - The President Goes to Trump</div> <div>4:20pm - The President and THE FIRST</div> <div>6:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>27</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12:30pm - The President has lunch with</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President hosts an event</div> <div>2pm - The President hosts an event</div> <div>2:30pm - Press Briefing with Press</div> <div>2:30pm - The President meets with</div> <div>3pm - Press Briefing with Press</div> <div>Out of State</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12:40pm - The President departs the</div> <div>12:40pm - The President departs the</div> <div>1pm - The President speaks with the</div> <div>1pm - The President speaks with the</div> <div>2:05pm - The President departs the U.S.</div> <div>2:05pm - The President departs the U.S.</div> <div>3pm - Press Briefing with Press</div> <div>3pm - The President gives remarks to the</div> <div>Out of State</div>	<div>29</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>11:15am - Out-of-Town Travel Pool Call</div> <div>12:30pm - The President departs the</div> <div>12:50pm - The President departs the</div> <div>1:55pm - The President arrives in St.</div> <div>2:30pm - The President gives remarks on</div> <div>3:40pm - The President departs St. Louis,</div> <div>6:25pm - The President arrives in</div> <div>6:45pm - The President arrives at the</div> <div>Out of State</div>	<div>30</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President meets with the</div> <div>3pm - Press Briefing with Press</div> <div>4:35pm - The President and THE FIRST</div> <div>4:40pm - The President and THE FIRST</div> <div>5pm - The President and THE FIRST</div> <div>6:05pm - The President departs the</div> <div>6:40pm - The President arrives at the</div> <div>Out of State</div>	<div>1</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>11:45am - The President meets with the</div> <div>12:30pm - The President has lunch with</div> <div>3:15pm - The President gives remarks at</div> <div>Out of State</div>	<div>2</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>8am - In-Town Travel Pool Call Time</div> <div>8:40am - The President departs the</div> <div>9am - The President departs</div> <div>9:55am - The President arrives in New</div> <div>10:05am - The President departs John F.</div> <div>10:25am - The President arrives at the</div> <div>11:20am - The President delivers</div> <div>12:35pm - The President delivers</div> <div>1:50pm - The President participates in a</div>
<div>3</div> <div>10am - In-Town Travel Pool Call Time</div> <div>Out of State</div>	<div>4</div> <div>6:40am - Out-of-Town Travel Pool Call</div> <div>7:30am - In-Town Travel Pool Call Time</div> <div>8am - The President departs the White</div> <div>8:20am - The President departs</div> <div>10:50am - The President arrives in Salt</div> <div>11:20pm - The President meets with The</div> <div>11:45am - The President tours The</div> <div>12:40pm - The President gives remarks</div> <div>Out of State</div>	<div>5</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President leads a</div> <div>2pm - Press Briefing with Press</div> <div>2:30pm - Press Briefing with Press</div> <div>2pm - Press Briefing with Press</div> <div>6:30pm - The President and THE FIRST</div> <div>Out of State</div>	<div>6</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>11:30am - The President holds a Cabinet</div> <div>1pm - The President gives statement</div> <div>Out of State</div>	<div>7</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:30am - The President meets with</div> <div>1:30pm - Press Briefing with Press</div> <div>1:30pm - The President meets with the</div> <div>2:15pm - The President signs a</div> <div>3pm - The President meets with</div> <div>4pm - The President meets with former</div> <div>7:30pm - The President and THE FIRST</div> <div>Out of State</div>	<div>8</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - The President meets with</div> <div>1:35pm - The President meets with the</div> <div>4:35pm - The President departs the White</div> <div>5:55pm - The President departs</div> <div>7:15pm - The President arrives in</div> <div>8pm - The President participates in a</div> <div>Out of State</div>	<div>9</div> <div>8:45am - The President departs West</div> <div>9:50am - The President arrives in</div> <div>10:40am - The President participates in</div> <div>11:05am - The President gives remarks</div> <div>11:45am - The President departs</div> <div>2:30pm - The President arrives in West</div> <div>Out of State</div>
<div>10</div> <div>9:35am - The President Goes to Trump</div> <div>5:20pm - The President departs West</div> <div>6:30pm - In-Town Travel Pool Call Time</div> <div>7:45pm - The President arrives at the</div> <div>Out of State</div>	<div>11</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>12:30pm - The President has lunch with</div> <div>1:30pm - The President participates in a</div> <div>2pm - Press Briefing with Press</div> <div>2pm - The President meets with</div> <div>Out of State</div>	<div>12</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12pm - The President signs his daily</div> <div>1:45pm - The President meets with</div> <div>2pm - Press Briefing with Press</div> <div>3pm - Press Briefing with Press</div> <div>Out of State</div>	<div>13</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President participates in</div> <div>3pm - The President gives remarks on</div> <div>Out of State</div>	<div>14</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - Press Briefing with Press</div> <div>2pm - Press Briefing with Press</div> <div>2:30pm - The President participates in an</div> <div>3:15pm - The President meets with the</div> <div>Out of State</div>	<div>15</div> <div>9am - In-Town Travel Pool Call Time</div> <div>9:05am - The President departs the White</div> <div>9:35am - The President arrives at the</div> <div>9:45am - The President departs the</div> <div>10am - The President participates in the</div> <div>11:10am - The President departs the FBI</div> <div>Out of State</div>	<div>16</div> <div>11:30am - In-Town Travel Pool Call Time</div> <div>12pm - The President departs the White</div> <div>12:30pm - The President arrives at Camp</div> <div>Out of State</div>
<div>17</div> <div>3:45pm - In-Town Travel Pool Call Time</div> <div>4pm - The President departs Camp David</div> <div>4:30pm - The President departs the</div> <div>5pm - The President departs Camp David</div> <div>5:40pm - The President arrives at the</div> <div>Out of State</div>	<div>18</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:30am - The President receives his</div> <div>1:50pm - The President departs the White</div> <div>2pm - The President delivers remarks</div> <div>2:30pm - The President departs the</div> <div>3:10pm - The President meets with</div> <div>Out of State</div>	<div>19</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:30am - The President meets with</div> <div>2pm - Press Briefing with Press</div> <div>Out of State</div>	<div>20</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>11:30am - The President hosts a Cabinet</div> <div>3pm - The President delivers remarks at</div> <div>Out of State</div>	<div>21</div> <div>9am - In-Town Travel Pool Call Time</div> <div>2:50pm - The President visits a hospital</div> <div>Out of State</div>	<div>22</div> <div>8:30am - Out-of-Town Travel Pool Call</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10am - The President departs the White</div> <div>10:20am - The President departs</div> <div>10:45am - The President signs the tax bill</div> <div>11am - The President departs the White</div> <div>Out of State</div>	<div>23</div> <div>9:05am - The President Plays Golf at</div> <div>Out of State</div>
<div>24</div> <div>7:35am - Out-of-Town Travel Pool Call</div> <div>9am - The President participates in a</div> <div>10:30pm - The President Plays Golf at</div> <div>Out of State</div>	<div>25</div> <div>Out of State</div>	<div>26</div> <div>7:15am - Out-of-Town Travel Pool Call</div> <div>9:05am - The President Plays Golf at</div> <div>Out of State</div>	<div>27</div> <div>7:15am - Out-of-Town Travel Pool Call</div> <div>9am - The President Plays Golf at Trump</div> <div>4:10pm - The President Makes an</div> <div>Out of State</div>	<div>28</div> <div>7:15am - Out-of-Town Travel Pool Call</div> <div>8:35am - The President Plays Golf at</div> <div>Out of State</div>	<div>29</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>9:10am - The President Plays Golf at</div> <div>Out of State</div>	<div>30</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>9:40am - The President Plays Golf at</div> <div>Out of State</div>
<div>31</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>9:40am - The President Plays Golf at</div> <div>9:25pm - The President attends a New</div> <div>Out of State</div>	<div>1</div> <div>7:30am - Out-of-Town Travel Pool Call</div> <div>8:50am - The President Plays Golf at</div> <div>4:20pm - The President and THE FIRST</div> <div>5:45pm - In-Town Travel Pool Call Time</div> <div>6:40pm - The President and THE FIRST</div> <div>Out of State</div>	<div>2</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Briefing with Press</div> <div>Out of State</div>	<div>3</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>12:30pm - The President has lunch with</div> <div>3pm - Press Briefing with Press</div> <div>Out of State</div>	<div>4</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:30am - The President receives his</div> <div>1:30pm - Press Briefing with Press</div> <div>1:30pm - The President presents the</div> <div>2pm - Press Briefing with Press</div> <div>2:15pm - The President meets with</div> <div>Out of State</div>	<div>5</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>1:45pm - The President departs the White</div> <div>2pm - The President departs the White</div> <div>2:45pm - The President participates in</div> <div>3pm - The President participates in</div> <div>Out of State</div>	<div>6</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9:45am - The President participates in</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3	4	5	6
7:30am - Out-of-Town Travel Pool Call 9:40am - The President Plays Golf at 9:25pm - The President Awards the New	7:30am - Out-of-Town Travel Pool Call 8:50am - The President Plays Golf at 4:20pm - The President and THE FIRST 5:45pm - In-Town Travel Pool Call Time 6:50pm - The President and THE FIRST	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 12:30pm - The President has lunch with 2pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 12:30pm - The President has lunch with 3pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 11:30am - The President meets with 1:30pm - Press Briefing with Press 1:30pm - The President presents the 2pm - Press Briefing with Press 2:15pm - The President meets with	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 1:45pm - The President departs the White 2pm - The President departs the White 2:45pm - The President participates in 3pm - The President participates in	8am - In-Town Travel Pool Call Time 9:45am - The President participates in
7	8	9	10	11	12	13
9:45am - In-Town Travel Pool Call Time 10am - The President departs Camp 10:30am - The President arrives at the 2:30pm - In-Town Travel Pool Call Time 3pm - The President departs Camp David 3:30pm - The President arrives at the	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - Out-of-Town Travel Pool Call 1pm - The President departs the White 1:20pm - The President departs 3:05pm - The President arrives in 4:10pm - The President gives remarks at 5:10pm - The President departs 6pm - The President arrives in Marietta,	9am - In-Town Travel Pool Call Time 11:30am - The President meets with 1:45pm - The President signs an 2:30pm - The President meets with	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President holds a Cabinet 12:30pm - The President has lunch with 2pm - The President greets Prime 2:05pm - The President meets with Prime 2:20pm - The President participates in an 3:20pm - The President holds a joint 4pm - The President meets with U.S.	9am - In-Town Travel Pool Call Time 1:30pm - The President will lead a prison 2:15pm - Press Briefing with Press 2:45pm - The President meets with the	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President signs a 12:15pm - The President departs the 12:40pm - The President arrives at 12:45pm - The President has his annual 1pm - The President departs Walter Reed 4:35pm - The President and THE FIRST 6:55pm - The President and THE FIRST	7:15am - Out-of-Town Travel Pool Call 9:25am - The President Plays Golf at 7:15pm - The President Has Dinner at
14	15	16	17	18	19	20
7:15am - Out-of-Town Travel Pool Call 9:25am - The President Plays Golf at	7:35am - Out-of-Town Travel Pool Call 9:05am - The President Plays Golf at 4:20pm - The President and THE FIRST 6:50pm - The President and THE FIRST	9am - In-Town Pool Call Time 12pm - The President greets President 12:05pm - The President meets with 12:15pm - The President participates in 12:30pm - The President participates in a 2:30pm - The President Pays an 3:00pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 1pm - Press Briefing with Press 2:35pm - The President departs the White 3pm - The President attends the 4:05pm - The President departs the	9am - In-Town Pool Call Time 10am - The President meets with 10:55am - The President arrives at the 11am - The President meets with the Senior 11:30am - Out-of-Town Travel Pool Call 12:30pm - The President departs the 1pm - The President arrives at Joint Base 2:10pm - The President arrives at	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 12:15pm - The President addresses the 2pm - The President meets with the 2:30pm - Out-of-Town Travel Pool Call 4:10pm - CANCELLED: The President and 4:30pm - CANCELLED: The President and 7:10pm - CANCELLED: The President and	
21	22	23	24	25	26	27
11am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time 1:30pm - Press Briefing with Press 2pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 1:30pm - The President signs Section	9am - In-Town Travel Pool Call Time 11:45am - The President hosts a 12:45pm - The President has lunch with 3pm - The President participates in a 6:45pm - Out-of-Town Travel Pool Call 8:10pm - The President departs the White 8:30pm - The President departs Joint	4:55am - The President arrives at Zurich 5:05am - The President departs Zurich, 5:50am - The President arrives at the 6am - The President departs the 8:25am - The President departs RON en 8:40am - The President arrives at World 8:45am - The President participates in a 9:45am - The President participates in a	3:55am - The President departs RON en 4:10am - The President arrives at the 4:15am - The President participates in a 5:20am - The President participates in a 8am - The President addresses the World 9:05am - The President departs the 9:20am - The President departs the 12:25pm - The President departs Zurich,	11am - In-Town Travel Pool Call Time
28	29	30	31	1	2	3
11am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President participates in 12:10pm - The President has lunch with 1:15pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 12pm - The President has an off-the- 8:30pm - The President departs the White 9:10pm - The President departs the State 10:15pm - The President departs the	11:05am - The President meets with the 1:50pm - The President meets local TV 2:15pm - The President has a Tax Reform 3:45pm - The President meets with	9am - In-Town Travel Pool Call Time 10:35am - The President departs the 10:55am - The President departs 11:05am - The President meets with the 11:55am - The President arrives in 12:30pm - The President delivers 2:05pm - The President departs 2:15pm - The President has a tax reform 3pm - The President arrives at Joint Base	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President meets with 2pm - The President departs the White 2:15pm - The President arrives at the 2:25pm - The President departs the 2:35pm - The President arrives at the 2:40pm - The President takes a tour of 2:50pm - Out-of-Town Travel Pool Call	7:15am - Out-of-Town Travel Pool Call 9:45am - The President Plays Golf at

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
11am - In-Town Travel Pool Call Time	9am - In-Town Travel Pool Call Time 11am - The President receives his daily 11:30am - The President participates in 12:10pm - The President has lunch with 1:15pm - Press Briefing with Press	9am - In-Town Travel Pool Call Time 12pm - The President has an off-the- 8:30pm - The President departs the White 9:10pm - The President delivers in State 10:15pm - The President departs the	11:05am - The President meets with the 1:50pm - The President meets local TV 2:15pm - The President has a Tax reform 3:45pm - The President meets with	9am - In-Town Travel Pool Call Time 10:35am - The President departs the 10:55am - The President departs 11:05am - The President meets with Vice 11:55am - The President arrives in 12:30pm - The President delivers 2:05pm - The President departs 2:15pm - The President has a tax reform 3pm - The President arrives at Joint Base	9am - In-Town Travel Pool call time 11am - The President receives his daily 11:30am - The President meets with 2pm - The President departs the White 2:15pm - The President arrives at the 2:25pm - The President departs the 2:35pm - The President arrives at the 2:40pm - The President takes a tour of 2:50pm - Out-of-Town Travel Pool Call	7:15am - Out-of-Town Travel Pool Call 9:45am - The President Plays Golf at
4	5	6	7	8	9	10
7:30am - Out-of-Town Travel Pool Call 9:30am - The President Plays Golf at 6:15pm - The President and First Lady 6:25pm - The President and THE FIRST 9pm - The President and THE FIRST 10:30pm - The President and THE FIRST	9am - In-Town Travel Pool Call Time 10:45am - Out-of-Town Travel Pool Call 11am - The President meets with Vice 11:45am - The President and THE FIRST 12:05pm - The President and THE FIRST 1:35pm - The President and THE FIRST 2pm - THE FIRST LADY arrives at 2:10pm - The President tours Sheffer	9am - In-Town Travel Pool Call Time 11am - The President receives his 1:45pm - The President hosts a law 2:30pm - Press Briefing with Press 3:40pm - The President signs the	9am - In-Town Travel Pool Call Time 11:30am - The President meets with the 1pm - Press Briefing with Press 1:45pm - The President meets with the 2:15pm - The President meets with 6:30pm - The President hosts the	7am - In-Town Travel Pool Call Time 7:35am - The President departs the White 7:45am - The President participates in a 8am - The President delivers remarks at 9am - The President departs the 8:08am - The President arrives at the 11:30am - The President meets with 1pm - Press Briefing with Principal	9am - In-Town Travel Pool Call Time 11am - The President receives his 11:30am - The President meets with the 12:45pm - The President meets with 3:30pm - The President meets with EPA	12pm - Out-of-Town Travel Pool Call 8pm - Donald Trump has dinner at the
11	12	13	14	15	16	17
11am - Out-of-Town Travel Pool Call	9am - In-Town Travel Pool Call Time 11am - The President hosts a meeting 11:45am - The President receives his 12:15pm - The President meets with Vice	9am - In-Town Travel Pool Call Time 11:30am - The President hosts a meeting 3pm - The President hosts a tour of the 4:45pm - The President and THE FIRST	9am - In-Town Travel Pool Call Time 11am - The President receives his 11:30am - The President meets with 1pm - Press Briefing with Press 2:15pm - The President participates in a 2:30pm - Press Briefing with Press 3:30pm - The President signs H.R. 4708, 4pm - Press Briefing with Press	9am - In-Town Pool Call Time 11am - The President receives his 11:20am - The President delivers 1:15pm - The President meets with the U.	9am - In-Town Travel Pool Call Time 11:30am - The President receives a 1:30pm - Out-of-Town Travel Pool Call 3pm - The President and THE FIRST 3:20pm - The President and THE FIRST 6:40pm - The President and THE FIRST 6:55pm - The President meets with 8:05pm - The President meets with law	10am - Out-of-Town Travel Pool Call
18	19	20	21	22	23	24
10am - Out-of-Town Travel Pool Call	7:30am - Out-of-Town Travel Pool Call 9:05am - The President Plays Golf at 4pm - The President and THE FIRST 6:50pm - The President and THE FIRST	9am - In-Town Pool Call Time 11:15am - The President receives his 12:30pm - The President meets with 2pm - Press Briefing with Press 2:45pm - The President meets with 3:30pm - The President hosts Public	9am - In-Town Pool Call Time 11am - The President receives his 11:30am - The President meets with the 12:30pm - The President has lunch with 1:30pm - The President meets with trade 4:15pm - The President hosts a listening	9am - In-Town Pool Call Time 11am - The President receives his 11:30am - The President meets with 11:30am - The President meets with	7:30am - In-Town Pool Call Time 9:20am - The President departs the White 9:45am - The President arrives at the 10:05am - The President delivers 10:30am - The President departs Oxen 11:15am - The President arrives at the	11am - In-Town Pool Call Time
25	26	27	28	1	2	3
11am - In-Town Pool Call Time 6:45pm - The President and THE FIRST	9am - In-Town Pool Call Time 10:40am - The President hosts the 2018 11:45am - The President receives his 12:30pm - The President has lunch with 2:30pm - The President meets with credit 3:15pm - The President meets with	9am - In-Town Pool Call Time 11am - The President meets with 12pm - The President receives the Boy 2:45pm - The President meets with 4pm - The President makes an	9am - In-Town Pool Call Time 10:15am - The President and THE FIRST 10:20am - The President and THE FIRST 11am - The President and THE FIRST 11:55am - The President and THE FIRST 12pm - The President and THE FIRST 1pm - The President meets with	9am - In-Town Pool Call Time 10am - The President receives his 11:45am - The President hosts a meeting 12:15pm - The President meets with 12:30pm - The President has lunch with 2pm - The President meets with 3:45pm - The President delivers remarks	8am - Out-of-Town Travel Pool Call Time 9am - The President and THE FIRST 9:35am - The President and THE FIRST 9:55am - The President and THE FIRST 11:10am - The President and THE FIRST 11:30am - The President and THE FIRST 11:35am - The President and THE FIRST 11:45am - The President and THE FIRST 12pm - The President and THE FIRST	6:30am - Out-of-town Travel Pool Call 8:15am - The President Plays Golf at 1:15pm - The President delivers remarks 1:50pm - The President and THE FIRST 3:45pm - In-Town Travel Pool Call Time 4:20pm - The President AND FIRST LADY 4:40pm - The President and THE FIRST 6:45pm - The President and THE FIRST 6:55pm - The President and THE FIRST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>25</div> <div>11am - In-Town Pool Call Time</div> <div>6:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>26</div> <div>9am - In-Town Pool Call Time</div> <div>10:40am - The President hosts the 2018</div> <div>11:45am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>2:30pm - The President meets with credit</div> <div>3:15pm - The President meets with</div> <div>Out of State</div>	<div>27</div> <div>9am - In-Town Pool Call Time</div> <div>11am - The President meets with</div> <div>12pm - The President receives the</div> <div>2:45pm - The President meets with</div> <div>4pm - The President makes an</div> <div>Out of State</div>	<div>28</div> <div>9am - In-Town Pool Call Time</div> <div>10:15am - The President and THE FIRST</div> <div>10:20am - The President and THE FIRST</div> <div>11am - The President and THE FIRST</div> <div>11:55am - The President and THE FIRST</div> <div>12pm - The President and THE FIRST</div> <div>3pm - The President meets with</div> <div>Out of State</div>	<div>1</div> <div>9am - In-town Pool Call Time</div> <div>10am - The President receives his</div> <div>11:45am - The President hosts a meeting</div> <div>12:15pm - The President attends a</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President meets with</div> <div>3:10pm - The President delivers remarks</div> <div>Out of State</div>	<div>2</div> <div>8am - Out-of-Town Travel Pool Call Time</div> <div>9am - The President and THE FIRST</div> <div>9:35am - The President and THE FIRST</div> <div>9:55am - The President and THE FIRST</div> <div>11:10am - The President and THE FIRST</div> <div>11:2am - The President and THE FIRST</div> <div>11:35am - The President and THE FIRST</div> <div>Out of State</div>	<div>3</div> <div>6:30am - Out-of-town Travel Pool Call</div> <div>8:15am - The President Plays Golf at</div> <div>1:15pm - The President delivers remarks</div> <div>1:50pm - The President and THE FIRST</div> <div>3:45pm - In-town Travel Pool Call Time</div> <div>4:20pm - The President AND FIRST LADY</div> <div>4:40pm - The President and THE FIRST</div> <div>Out of State</div>
<div>4</div> <div>11am - In-Town Pool Call Time</div> <div>Out of State</div>	<div>5</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>12pm - The President and THE FIRST</div> <div>12:30pm - The President participates in a</div> <div>1:20pm - The President and THE FIRST</div> <div>2pm - The President meets with U.S.</div> <div>3:20pm - The President and THE FIRST</div> <div>Out of State</div>	<div>6</div> <div>9am - In-Town Travel Pool Call Time</div> <div>2pm - The President greets Prime</div> <div>2:05pm - The President meets with Prime</div> <div>2:15pm - The President participates in an</div> <div>2:50pm - The President meets with</div> <div>3:20pm - The President holds a joint</div> <div>4:05pm - The President participates in</div> <div>Out of State</div>	<div>7</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his daily</div> <div>11:40am - The President departs the</div> <div>11:45am - The President arrives at JW</div> <div>12pm - The President delivers remarks at</div> <div>12:35pm - The President departs JW</div> <div>12:40pm - The President arrives at the</div> <div>2:30pm - Press Briefing with Press</div> <div>Out of State</div>	<div>8</div> <div>8am - In-Town Travel Pool Call Time</div> <div>10am - The President receives his daily</div> <div>10:30am - The President holds a Cabinet</div> <div>10:40am - The President departs the</div> <div>10:45am - The President arrives at JW</div> <div>11am - The President delivers remarks at</div> <div>11:35am - The President departs JW</div> <div>11:40am - The President arrives at the</div> <div>Out of State</div>	<div>9</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:30am - The President receives his</div> <div>1pm - Press Briefing with Press</div> <div>Out of State</div>	<div>10</div> <div>9am - In-Town Travel Pool Call Time</div> <div>2:45pm - Out-of-Town Travel Pool Call</div> <div>4:15pm - The President departs the</div> <div>4:35pm - The President departs Joint</div> <div>5:40pm - The President arrives in</div> <div>6:10pm - The President delivers remarks</div> <div>7:40pm - The President departs</div> <div>8:35pm - The President arrives at Joint</div> <div>Out of State</div>
<div>11</div> <div>11am - In-Town Pool Call Time</div> <div>Out of State</div>	<div>12</div> <div>9am - In-Town Pool Call Time</div> <div>11:15am - The President receives his</div> <div>12:15pm - The President hosts the</div> <div>1pm - The President has lunch with the</div> <div>2pm - Press Briefing with Press</div> <div>Out of State</div>	<div>13</div> <div>8am - In-Town Travel Pool Call Time</div> <div>9am - The President departs the White</div> <div>9:20am - The President departs</div> <div>2:30pm - The President arrives in St</div> <div>2:40pm - The President departs Marine</div> <div>3pm - The President arrives at Brown</div> <div>3:40pm - The President departs Brown</div> <div>3:20pm - The President arrives at the</div> <div>Out of State</div>	<div>14</div> <div>5:30am - The President departs RON en</div> <div>5:40am - The President arrives at Dodger</div> <div>6:10am - The President departs Los</div> <div>6:45am - Out-of-Town Travel Pool Call</div> <div>3:25pm - The President arrives at St</div> <div>3:35pm - The President departs St. Louis</div> <div>4:40pm - The President takes a tour of</div> <div>4:05pm - The President participates in a</div> <div>Out of State</div>	<div>15</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:45am - The President greets Prime</div> <div>10:50am - The President meets with</div> <div>11am - The President participates in</div> <div>11:30am - The President participates in</div> <div>11:50am - The President departs the</div> <div>14:00am - The President arrives at the U.</div> <div>12pm - The President attends the Friends</div> <div>Out of State</div>	<div>16</div> <div>9am - In-Town Pool Call Time</div> <div>11am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Briefing with Press</div> <div>Out of State</div>	<div>17</div> <div>12pm - In-Town Travel Pool Call Time</div> <div>Out of State</div>
<div>18</div> <div>8:45am - In-Town Travel Pool Call Time</div> <div>10:20am - The President goes to Trump</div> <div>Out of State</div>	<div>19</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:25am - Out-of-Town Travel Pool Call</div> <div>11am - The President receives his</div> <div>12pm - The President and THE FIRST</div> <div>12:20pm - The President and THE FIRST</div> <div>12:30pm - The President and THE FIRST</div> <div>1:50pm - The President and THE FIRST</div> <div>2:05pm - The President and THE FIRST</div> <div>Out of State</div>	<div>20</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12pm - The President greets Crown</div> <div>12:20pm - The President has a working</div> <div>1:25pm - The President greets Prime</div> <div>2:15pm - The President hosts a law</div> <div>6:40pm - The President departs the White</div> <div>8:50pm - The President arrives at the</div> <div>6:55pm - The President attends the</div> <div>Out of State</div>	<div>21</div> <div>9am - CANCELLED: In-Town Travel Pool</div> <div>11:30am - CANCELLED: The President</div> <div>2pm - CANCELLED: The President in a</div> <div>Out of State</div>	<div>22</div> <div>9am - In-Town Travel Pool Call Time</div> <div>12:30pm - The President signs a</div> <div>2:15pm - The President participates in</div> <div>5:30pm - The President and THE FIRST</div> <div>Out of State</div>	<div>23</div> <div>9am - In-Town Pool Call Time</div> <div>11am - The President receives his</div> <div>11:30am - The President meets with the</div> <div>1pm - The President Signs a</div> <div>3:30pm - Out-of-Town Travel Pool Call</div> <div>4:10pm - The President and THE FIRST</div> <div>4:55pm - The President and THE FIRST</div> <div>5pm - The President and THE FIRST</div> <div>Out of State</div>	<div>24</div> <div>7:40am - Out-of-Town Travel Pool Call</div> <div>9am - The President Plays Golf at Trump</div> <div>Out of State</div>
<div>25</div> <div>7:40am - Out-of-Town Travel Pool Call</div> <div>8:55am - The President Plays Golf at</div> <div>3:30pm - The President departs Mar-a</div> <div>3:40pm - The President arrives at Joint</div> <div>3:50pm - The President departs Palm</div> <div>5:30pm - In-Town Pool Call Time</div> <div>6pm - The President arrives at Joint</div> <div>6:10pm - The President departs Joint</div> <div>6:20pm - The President arrives at the</div> <div>Out of State</div>	<div>26</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Briefing with Principal</div> <div>Out of State</div>	<div>27</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11am - The President receives his</div> <div>1:45pm - The President signs a</div> <div>2:15pm - The President meets with the</div> <div>7:05pm - The President departs the White</div> <div>7:25pm - The President arrives at a</div> <div>7:30pm - The President has dinner with</div> <div>8:35pm - The President departs the</div> <div>8:55pm - The President arrives at the</div> <div>Out of State</div>	<div>28</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:30am - The President hosts a</div> <div>12:15pm - The President has lunch with</div> <div>1:30pm - Press Briefing with Press</div> <div>2pm - Press Briefing with Press</div> <div>Out of State</div>	<div>29</div> <div>9am - In-Town Travel Pool Call Time</div> <div>10:15am - Out-of-Town Pool Call Time</div> <div>11:45am - The President departs the</div> <div>11:55am - The President arrives at Joint</div> <div>12:05pm - The President departs</div> <div>1:15pm - The President arrives at</div> <div>1:25pm - The President departs</div> <div>1:55pm - The President arrives at the</div> <div>2pm - The President delivers remarks on</div> <div>Out of State</div>	<div>30</div> <div>7am - Out-of-Town Pool Call Time</div> <div>9:30am - The President Plays Golf at</div> <div>Out of State</div>	<div>31</div> <div>7am - Out-of-Town Travel Pool Call Time</div> <div>8:55am - The President Plays Golf at</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>1</div> <p>7am - Out-of-Town Travel Pool Call Time</p> <p>10:45am - The President and THE FIRST</p> <p>4pm - The President and THE FIRST</p> <p>4:10pm - The President and THE FIRST</p> <p>4:20pm - The President and THE FIRST</p> <p>5pm - In-Town Travel Pool Call Time</p> <p>6:30pm - The President and THE FIRST</p>	<div>2</div> <p>9am - In-Town Travel Pool Call Time</p> <p>9:45am - The President and THE FIRST</p> <p>10:30am - The President and THE FIRST</p> <p>2pm - The President meets with the Joint</p>	<div>3</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his</p> <p>11:45am - The President meets with the</p> <p>12:15pm - The President and the First in a</p> <p>1:35pm - The President hosts a Joint</p> <p>2:05pm - The President participates in</p>	<div>4</div> <p>10am - In-Town Travel Pool Call Time</p> <p>2:30pm - Press Briefing with Press</p> <p>7:05pm - The President departs the White</p> <p>7:10pm - The President arrives at a</p> <p>7:35pm - The President has dinner with</p> <p>8:35pm - The President departs the</p> <p>8:40pm - The President arrives at the</p>	<div>5</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - Out-of-Town Travel Pool Call</p> <p>12:30pm - The President departs the</p> <p>12:50pm - The President departs</p> <p>1:50pm - The President arrives in</p> <p>2pm - The President departs Lewisburg,</p> <p>2:25pm - The President participates in a</p>	<div>6</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his</p> <p>2pm - Press Briefing with Press</p>	<div>7</div> <p>7pm - In-Town Travel Pool Call Time</p> <p>8:35pm - Donald Trump has dinner at the</p>
<div>8</div> <p>12pm - In-Town Travel Pool Call Time @</p>	<div>9</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President receives his</p> <p>11:30am - The President hosts a Cabinet</p> <p>2:30pm - Press Briefing with Press</p> <p>6pm - The President receives a briefing</p>	<div>10</div> <p>9am - In-Town Travel Pool Call Time</p> <p>12pm - The President participates in the</p> <p>12:05pm - The President meets with the</p> <p>12:30pm - The President has a working</p> <p>1:25pm - The President participates in</p>	<div>11</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President signs H.R. 1167</p> <p>12:30pm - The President has lunch with</p> <p>3:30pm - Press Briefing with Press</p> <p>6:30pm - The President has dinner with</p>	<div>12</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11am - The President meets with</p> <p>1:45pm - The President gives remarks on</p> <p>2:30pm - Press Briefing with Press</p>	<div>13</div> <p>9am - In-Town Travel Pool Call Time</p> <p>11:15am - The President receives his</p> <p>2:30pm - Press Briefing with Press</p>	<div>14</div> <p>10am - In-Town Travel Pool Call Time</p>
<div>15</div> <p>10am - In-Town Travel Pool Call Time @</p> <p>11:55am - The President goes to Trump</p>	<div>16</div> <p>8am - Out-of-Town Travel Pool Call Time</p> <p>9am - In-Town Travel Pool Call Time</p> <p>9:30am - The President departs the White</p> <p>9:40am - The President arrives at Joint</p> <p>11:50am - The President departs</p> <p>12:10pm - The President arrives at Miami</p>	<div>17</div> <p>7am - Out-of-Town Travel Pool Call Time</p> <p>3pm - The President has a 1:1 bilateral</p> <p>3:35pm - The President has a restricted</p> <p>7:15pm - The President and THE FIRST</p> <p>7:30pm - The President and THE FIRST</p>	<div>18</div> <p>6:30am - Out-of-Town Travel Pool Call</p> <p>8:15am - The President Plays Golf at</p> <p>2pm - The President has a working lunch</p> <p>5:30pm - The President hosts a Joint</p> <p>7:30pm - The President and THE FIRST</p>	<div>19</div> <p>9am - Out-of-Town Travel Pool Call Time</p> <p>10:30am - The President departs Miami</p> <p>10:40am - The President arrives at Palm</p> <p>10:50am - The President departs Palm</p> <p>11:55am - The President arrives at Naval</p> <p>11:55am - The President departs Naval</p>	<div>20</div> <p>7:30am - Out-of-Town Travel Pool Call</p> <p>5:20pm - The President hosts a</p>	<div>21</div> <p>6am - Out-of-Town Travel Pool Call Time</p> <p>9:20am - The President Plays Golf at</p>
<div>22</div> <p>7am - Out-of-Town Travel Pool Call Time</p> <p>8:10am - The President Plays Golf at</p> <p>2:25pm - The President departs Mar-a</p> <p>2:35pm - The President arrives at Palm</p> <p>2:45pm - The President departs Palm</p> <p>3:30pm - In-Town Travel Pool Call Time</p> <p>4:55pm - The President arrives at Joint</p> <p>5:05pm - The President departs Joint</p>	<div>23</div> <p>9am - In-Town Pool Call Time</p> <p>11am - The President receives his</p> <p>12:30pm - The President has lunch with</p> <p>1pm - Press Briefing with Press</p> <p>2pm - Press Briefing with Press</p> <p>3pm - Mount Vernon Travel Pool Call</p> <p>5:15pm - The President and THE FIRST</p> <p>6:20pm - The President and THE FIRST</p> <p>5:25pm - The President, THE FIRST</p> <p>6:30pm - The President, THE FIRST</p>	<div>24</div> <p>7am - In-House Pool Call Time</p> <p>9am - The President and THE FIRST</p> <p>9:30am - The President and THE FIRST</p> <p>10am - The President has a restricted</p> <p>10:30am - The President has a</p> <p>11:45am - The President participates in a</p> <p>12:30pm - The President has lunch with</p> <p>5pm - State Dinner Pool Call Time</p> <p>7pm - The President and THE FIRST</p> <p>7:05pm - The President and THE FIRST</p>	<div>25</div> <p>10am - In-Town Pool Call Time</p> <p>11am - The President receives his</p> <p>1:45pm - The President meets with Tim</p> <p>2pm - Press Briefing with Press</p>	<div>26</div> <p>8am - The President calls in to Fox &</p> <p>9am - In-Town Travel Pool Call Time</p> <p>10:30am - The President delivers</p>	<div>27</div> <p>9am - In-Town Travel Pool Call Time</p> <p>10:30am - The President hosts a</p> <p>11:40am - The President participates in</p> <p>11:45am - The President meets with</p> <p>12:15pm - The President has a working</p> <p>1:50pm - The President hosts a Joint</p> <p>2:25pm - The President participates in</p> <p>2:40pm - The President hosts the 2018</p>	<div>28</div> <p>9:10am - In-Town Travel Pool Call Time</p> <p>11:15am - The President goes to Trump</p> <p>3:10pm - Out-of-Town Travel Pool Call</p> <p>4:20pm - The President departs the</p> <p>4:30pm - The President arrives at Palm</p> <p>4:40pm - The President departs</p> <p>6:05pm - The President arrives at</p> <p>6:15pm - The President departs</p> <p>6:35pm - The President arrives at</p> <p>6:45pm - The President arrives at Total</p>
<div>29</div> <p>9am - In-Town Travel Pool Call Time</p>	<div>30</div> <p>10am - In-House Pool Call Time</p> <p>11am - The President receives his</p> <p>12pm - The President participates in the</p> <p>12:05pm - The President meets with</p> <p>12:20pm - The President participates in</p> <p>1:30pm - The President arrives at Joint</p> <p>2pm - The President participates in the</p> <p>6:55pm - The President departs the White</p> <p>7pm - The President arrives at Trump</p> <p>7:20pm - The President attends dinner</p> <p>7:20pm - The President attends dinner</p> <p>8:15pm - The President departs Trump</p>	<div>1</div> <p>10am - In-Town Pool Call Time</p> <p>11am - The President receives his</p> <p>12pm - The President presents the</p> <p>1:45pm - The President welcomes the</p> <p>2:30pm - Press Briefing with Press</p>	<div>2</div> <p>8:30am - In-House Pool Call Time</p> <p>9am - In-Town Travel Pool Call Time</p> <p>10:45am - The President departs the</p> <p>10:50am - The President arrives at the</p> <p>11am - The President attends the</p> <p>11:05am - The President participates in</p> <p>11:35am - The President departs the U.S.</p> <p>11:40am - The President arrives at the</p> <p>12pm - The President receives his</p> <p>12:15pm - The President has lunch with</p> <p>2pm - Press Briefing with Press</p> <p>4:30pm - The President gives remarks at</p>	<div>3</div> <p>8:30am - In-House Travel Pool Call Time</p> <p>11am - The President attends the</p> <p>12pm - The President receives his</p> <p>2pm - Press Briefing with Press</p>	<div>4</div> <p>8am - Out-of-Town Travel Pool Call Time</p> <p>9am - In-Town Travel Pool Call Time</p> <p>9:45am - The President departs the White</p> <p>9:55am - The President arrives at Joint</p> <p>10:05am - The President departs the</p> <p>1:05pm - The President arrives at Dallas</p> <p>1:15pm - The President departs Dallas</p> <p>1:30pm - The President arrives at the Kay</p> <p>1:45pm - The President gives remarks at</p> <p>2:50pm - The President departs the Kay</p> <p>3:05pm - The President arrives at Dallas</p> <p>3:15pm - The President departs Dallas,</p>	<div>5</div> <p>8:30am - Out-of-Town Travel Pool Call</p> <p>9am - In-Town Travel Pool Call Time</p> <p>9:45am - The President departs the</p> <p>9:55am - The President arrives at Joint</p> <p>10:05am - The President departs the</p> <p>11:15am - The President arrives at</p> <p>11:25am - The President departs</p> <p>11:30am - The President arrives at an</p> <p>11:35am - The President attends a</p> <p>12:35pm - The President gives remarks</p> <p>1:10pm - The President departs the</p> <p>1:15pm - The President arrives at</p>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1	2	3	4	5
9am - In-Town Travel Pool Call Time	10am - In-House Pool Call Time 11am - The President receives his 12pm - The President participates in the 12:05pm - The President meets with 12:20pm - The President participates in a 1:30pm - The President hosts a joint 2pm - The President participates in the 6:55pm - The President departs the White House 7pm - The President arrives at Trump 7:20pm - The President attends dinner 8:20pm - The President attends dinner 8:15pm - The President departs Trump 8:20pm - The President arrives at the	10am - In-Town Pool Call Time 11am - The President receives his 12pm - The President presents the 1:45pm - The President welcomes the 2:30pm - Press Briefing with Press	8:30am - In-House Pool Call Time 9am - In-Town Travel Pool Call Time 10:45am - The President departs the 10:50am - The President arrives at the U. 11am - The President attends the 11:05am - The President participates in 11:35am - The President departs the U.S. 11:40am - The President arrives at the 12pm - The President receives his 12:15pm - The President has lunch with 1pm - Press Briefing with Press 4:30pm - The President gives remarks at	8:30am - In-House Travel Pool Call Time 11am - The President attends the 12pm - The President receives his 2pm - Press Briefing with Press	8am - Out-of-Town Travel Pool Call Time 9am - In-Town Travel Pool Call Time 9:45am - The President departs the White 9:55am - The President arrives at Joint 10:05am - The President departs 1:05pm - The President arrives at Dallas 1:15pm - The President departs Dallas 1:30pm - The President arrives at the 1:45pm - The President gives remarks at 2:50pm - The President departs the Kay 3:05pm - The President arrives at Dallas 3:15pm - The President departs Dallas, 5:55pm - The President arrives at Joint 6:05pm - The President departs Joint 6:15pm - The President arrives at the	8:30am - Out-of-Town Travel Pool Call 9am - In-Town Travel Pool Call Time 9:45am - The President departs the 9:55am - The President arrives at Joint 10:05am - The President departs 11:15am - The President arrives at 11:25am - The President departs 11:30am - The President arrives at a 11:35am - The President attends a 12:35pm - The President gives remarks 1:10pm - The President departs the 1:15pm - The President arrives at 1:20pm - The President attends a 2:25pm - The President departs 2:30pm - The President arrives at 2:40pm - The President departs 3:50pm - The President arrives at Joint 4pm - The President departs Joint Base 4:10pm - The President arrives at the
6	7	8	9	10	11	12
9am - In-Town Travel Pool Call Time 10:10am - The President goes to Trump	9am - In-House Pool Call Time 11am - The President receives his 2pm - Press Briefing with Press 3:20pm - The President delivers remarks	9am - In-Town Pool Call Time 11:15am - The President meets with 12:30pm - The President has lunch with 2pm - The President gives remarks on 5pm - The President gives remarks at the	9am - In-Town Pool Call Time 11:30am - The President holds a Cabinet 3:10pm - The President participates in 3:30pm - Press Briefing with Press 7pm - The President has dinner with	1:15am - Supplemental Pool Call Time 2am - The President departs the White 2:10am - The President arrives at Joint 3:40am - The President departs Joint 3:50am - The President arrives at the 11am - The President meets with the 3:30pm - Out-of-Town Travel Pool Call 4:15pm - The President departs the White 4:25pm - The President arrives at Joint 4:35pm - The President departs 4:15pm - The President arrives at South 6:25pm - The President departs South 6:55pm - The President arrives at North 7pm - The President hosts a rally with 8:15pm - The President departs Elkhart, 8:45pm - The President arrives at South 8:55pm - The President departs South 10:25pm - The President arrives at Joint 10:35pm - The President departs Joint 10:45pm - The President arrives at the	10am - In-Town Pool Call Time 11:45am - The President attends a 2pm - The President gives remarks on 2:30pm - Press Briefing with Press 3:45pm - The President meets with the	
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
3	4	5	6	7	8	9
					6am - Out-of-Town Travel Pool Call Time 7am - In-Town Pool Call Time 7:25am - The President departs the White 7:35am - The President arrives at Joint 7:45am - The President departs Joint 10am - The President arrives at Canadian 10:10am - The President departs La Baie,	4am - Out-of-Town Travel Pool Call Time 8am - The President participates in the 9:10am - The President participates in 9:30am - The President participates in 10am - The President delivers an 10:35am - The President departs the 10:40am - The President arrives at the
10	11	12	13	14	15	16
8:35am - The President arrives at Paya 8:40am - The President departs Paya 9am - The President arrives at Shangri-La 10pm - Out-of-Town Travel Pool Call 11:50pm - The President departs	12am - The President arrives at Istana 12:10am - The President participates in a 12:30am - The President participates in 2:05am - The President departs Istana 2:15am - The President arrives at 2:20am - The President participates in a 8pm - The President departs Shangri-La	4am - The President participates in a 6:30am - The President departs Paya 6:50am - The President arrives at Paya 7am - The President departs Paya Lebar 1:10pm - The President arrives at 2:40pm - The President departs 9:50pm - The President arrives at Joint	5:20am - In-Town Pool Call Time 5:30am - The President arrives at Joint 5:40am - The President departs Joint 5:50am - The President arrives at the	11am - In-Town Pool Call Time 2:30pm - Press Briefing with the Press	8:30am - The President holds an 9am - The President holds an 11am - In-Town Pool Call Time 12pm - The President receives his	9:15am - In-Town Pool Call Time 11:15am - The President goes to Trump
17	18	19	20	21	22	23
9:15am - In-Town Pool Call Time 11:05am - The President goes to Trump	9am - In-Town Pool Call Time 11:30am - The President meets with the 12:30pm - The President participates in 1:15pm - Press Briefing with the Press 3pm - The President meets with Senator 3:30pm - Press Briefing with the Press	9am - In-Town Pool Call Time 12pm - The President departs the White 12:10pm - The President arrives at the 12:25pm - The President delivers 12:55pm - The President departs the 1:05pm - The President arrives at the 2pm - The President participates in the 2:40pm - The President meets with Their 2:30pm - The President participates in an 3:10pm - The President participates in 3:45pm - The President signs the 10 5:20pm - The President departs the White 5:25pm - The President arrives at the U.	9am - In-Town Pool Call Time 11:30am - The President meets with 12:30pm - The President has lunch with 2pm - Out-of-Town Pool Call Time 2:35pm - The President departs the White 3pm - The President arrives at Joint Base 3:05pm - The President signs an 3:40pm - The President departs Joint 5:35pm - The President arrives at Duluth 5:45pm - The President departs Duluth 6pm - The President arrives at Port of 6:05pm - The President participates in a 7:10pm - The President departs Port of	9am - In-Town Pool Call Time 11:45am - The President hosts a Cabinet 1pm - The President participates in a 3pm - The President meets with the 3:30pm - The President meets with the	9am - In-Town Pool Call Time 12:15pm - The President participates in 2:30pm - The President gives remarks on 7:35pm - The President and FIRST LADY 7:45pm - The President and FIRST LADY 8:30pm - The President and FIRST LADY 9:30pm - The President and FIRST LADY 9:45pm - The President and FIRST LADY	8am - Out-of-Town Travel Pool Call Time 8:30am - In-Town Travel Pool Call Time 9am - The President departs the White 9:10am - The President arrives at Joint 9:20am - The President departs 1:50pm - The President arrives at 2pm - The President departs McCarran 2:20pm - The President arrives at 2:45pm - The President hosts a 3:15pm - The President delivers remarks 3:50pm - The President departs the 4:15pm - The President arrives at the 4:20pm - The President hosts a
24	25	26	27	28	29	30
9:15am - In-Town Travel Pool Call Time 11:20am - The President goes to Trump	9am - In-Town Pool Call Time 11:45am - The President meets with the 2pm - The President and THE FIRST 2:10pm - The President and THE FIRST 2:30pm - The President participates in an 3:10pm - The President participates in 3:30pm - Out-of-Town Travel Pool Call 3:30pm - Press Briefing with Press 5:05pm - The President departs the White 5:15pm - The President arrives at Joint 5:25pm - The President departs 6:40pm - The President arrives at 6:50pm - The President departs	9am - In-Town Pool Call Time 11:30am - The President participates in 12pm - The President has lunch with 1:30pm - The President meets with the 3:30pm - The President presents the	8:45am - In-Town Pool Call Time 11:30am - The President receives his 12:15pm - The President delivers 12:45pm - The President has lunch with 2pm - The President participates in the 2:05pm - The President meets with the 2:25pm - The President participates in an 3pm - The President participates in the 3:10pm - Out-of-Town Travel Pool Call 4:20pm - The President departs the White 4:30pm - The President arrives at Joint 4:40pm - The President departs 7:25pm - The President arrives at Hector	9:30am - Out-of-Town Pool Call Time (8: 11:30am - The President participates in a 12:05pm - The President gives remarks 12:50pm - The President departs 1:20pm - The President arrives at 1:25pm - The President participates in 1:45pm - The President departs Foxconn 1:50pm - The President arrives at The 1:55pm - The President tours Foxconn 2:15pm - The President gives remarks at 2:35pm - The President departs Mount 2:55pm - The President arrives at 3:05pm - The President departs	9am - In-Town Pool Call Time 11:30am - The President receives his 12:15pm - The President delivers 2:45pm - Out-of-Town Travel Pool Call 4pm - The President and THE FIRST 4:10pm - The President and THE FIRST 4:20pm - The President and THE FIRST 5:15pm - The President and THE FIRST 5:20pm - The President and THE FIRST 5:30pm - The President and THE FIRST	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>1</div> <p>4pm - The President departs Bedminster, 4:10pm - The President arrives at 4:20pm - The President departs 4:45pm - In-Town Pool Call Time 5:10pm - The President arrives at Joint 5:20pm - The President departs Joint 5:30pm - The President arrives at the</p>	<div>2</div> <p>9am - In-Town Pool Call Time 11:30am - The President meets with the 2pm - The President participates in the 2:05pm - The President meets with the 2:30pm - The President participates in an 3pm - The President participates in the 3:45pm - Press Briefing with the Press</p>	<div>3</div> <p>10am - In-Town Pool Call Time 12:45pm - The President has lunch with 3:30pm - Out-of-Town Travel Pool Call 4:15pm - The President departs the White 4:40pm - The President arrives at Joint 4:50pm - The President departs 5:50pm - The President arrives at</p>	<div>4</div> <p>9am - In-Town Pool Call Time 11:15am - The President goes to Trump 5:10pm - The President and THE FIRST</p>	<div>5</div> <p>10am - In-Town Pool Call Time 12:30pm - Out-of-Town Travel Pool Call 12:55pm - The President departs the 1:20pm - The President arrives at Joint 1:30pm - The President departs 5:30pm - The President arrives at Great 5:45pm - The President departs Great</p>	<div>6</div> <p>11am - Out-of-Town Pool Call Time 7:30pm - The President and THE FIRST</p>	<div>7</div> <p>11am - Out-of-Town Travel Pool Call</p>
<div>8</div> <p>11am - Out-of-Town Travel Pool Call 4pm - The President and THE FIRST 4:10pm - The President and THE FIRST 4:20pm - The President and THE FIRST 4:30pm - In-Town Pool Call Time 5:10pm - The President and THE FIRST 5:20pm - The President and THE FIRST 5:30pm - The President and THE FIRST</p>	<div>9</div> <p>9am - In-Town Pool Call Time 11:45am - The President receives his 12:30pm - The President has lunch with 9pm - The President announces the</p>	<div>10</div> <p>5:30am - Out-of-Town Pool Call Time 6:30am - In-Town Pool Call Time 7:10am - The President and THE FIRST 7:20am - The President and THE FIRST 7:30am - The President and THE FIRST 3:05pm - The President and THE FIRST 3:15pm - The President and THE FIRST 3:15pm - The President and THE FIRST 3:15pm - The President and THE FIRST 3:30pm - The President and THE FIRST 3:30pm - The President and THE FIRST</p>	<div>11</div> <p>12:30am - Out-of-Town Pool Call Time 3am - The President participates in a 6:45am - The President departs the Chief 7am - The President arrives at the North 7:15am - The President participates in 7:30am - The President attends in the 8:30am - The President participates in a 9:45am - The President delivers a 10:20am - The President delivers a 11:05am - The President departs the 11:20am - The President arrives at the</p>	<div>12</div> <p>2:30am - The President departs the Chief 2:45am - The President arrives at the 2:50am - The President participates in a 4:30am - The President participates in a 6:20am - The President arrives at an 6:25am - The President departs the North 7:55am - The President arrives at 7:45am - The President and THE FIRST 8am - The President and THE FIRST 8:10am - The President and THE FIRST 8:40am - The President and THE FIRST</p>	<div>13</div> <p>2am - Out-of-Town Pool Call Time (7:00 4am - The President departs London, 4:25am - The President arrives at Royal 4:35am - The President arrives at the 5:15am - The President departs Surrey, 5:40am - The President arrives at 5:50am - The President participates in a 7am - The President participates in a 8:45am - The President participates in a 9:25am - The President departs 9:50am - The President arrives at</p>	<div>14</div> <p>6am - Out-of-Town Travel Pool Call Time</p>
<div>15</div> <p>6am - Out-of-Town Travel Pool Call Time 10:05am - The President and THE FIRST 10:50am - The President and THE FIRST 2pm - The President and THE FIRST 2:10pm - The President and THE FIRST 2:30pm - The President and THE FIRST</p>	<div>16</div> <p>1am - Out-of-Town Pool Call Time (8:00 2:25am - The President and THE FIRST 2:30am - The President and THE FIRST 2:40am - The President attends breakfast 3:30am - The President and THE FIRST 3:40am - The President and THE FIRST</p>	<div>17</div> <p>10am - In-Town Pool Call Time 2pm - The President meets with</p>	<div>18</div> <p>9am - In-Town Pool Call Time 11:30am - The President meets with the 2pm - Press Briefing with the Press</p>	<div>19</div> <p>9am - In-Town Pool Call Time 11:30am - The President receives the 12pm - The President meets with the 1pm - The President has lunch with the 3pm - The President hosts the Pledge to</p>	<div>20</div> <p>10am - In-Town Pool Call Time 11:30am - The President receives the 2:15pm - Out-of-Town Travel Pool Call Time 3:30pm - The President departs the White 3:40pm - The President arrives at Joint 3:50pm - The President departs</p>	<div>21</div> <p>11am - Out-of-Town Travel Pool Call</p>
<div>22</div> <p>11am - Out-of-Town Travel Pool Call 6pm - The President and THE FIRST 6:10pm - The President and THE FIRST 6:20pm - The President and THE FIRST 7:10pm - The President and THE FIRST 7:30pm - The President and THE FIRST 7:45pm - The President and THE FIRST</p>	<div>23</div> <p>9am - In-Town Pool Call Time 11:30am - The President receives his 2pm - Press Briefing with the Press 3pm - The President participates in the 3:15pm - The President delivers remarks</p>	<div>24</div> <p>8am - Out-of-Town Pool Call Time 8:15am - In-Town Pool Call Time 9am - The President departs the White 9:10am - The President arrives at Joint 9:20am - The President departs 11:00am - The President arrives at 11:50am - The President departs Kansas 12:15pm - The President arrives at</p>	<div>25</div> <p>9am - In-Town Pool Call Time 11:30am - The President meets with the 12:15pm - The President has lunch with 1:30pm - The President meets with the 1:45pm - The President participates in an 4pm - The President meets with</p>	<div>26</div> <p>8:15am - In-Town Pool Call Time 8:20am - Out-of-Town Pool Call Time 9am - The President departs the White 9:10am - The President arrives at Joint 9:20am - The President departs 11:35am - The President arrives at 11:35am - The President departs 11:55am - The President arrives at</p>	<div>27</div> <p>8:45am - In-Town Pool Call Time 9:40am - The President delivers 10am - In-Town Pool Call Time 2:15pm - The President meets with the 2:50pm - Out-of-Town Travel Pool Call 3pm - The President meets with the 4:15pm - The President and THE FIRST 4:25pm - The President and THE FIRST</p>	<div>28</div> <p>11am - In-Town Pool Call Time</p>
<div>29</div> <p>3:30pm - Out-of-Town Pool Call Time 6pm - The President departs Bedminster, 6:10pm - The President arrives at 6:20pm - The President departs 6:45pm - In-Town Pool Call Time 7:30pm - The President arrives at Joint 7:20pm - The President departs Joint 7:30pm - The President arrives at the</p>	<div>30</div> <p>9am - In-Town Pool Call Time 11:15am - The President receives his 12:10pm - The President participates in 12:15pm - The President meets with the 12:45pm - The President participates in 2pm - The President hosts a Joint Press 2:30pm - The President participates in 4:30pm - The President participates in</p>	<div>31</div> <p>9am - In-Town Pool Call Time 11:15am - The President signs H.R. 12:30pm - The President has lunch with 1:15pm - Out-of-Town Travel Pool Call 3:10pm - The President departs the White 3:20pm - The President arrives at Joint 3:30pm - The President departs 5:35pm - The President arrives at Tampa</p>	<div>1</div> <p>9am - In-Town Pool Call Time 11:45am - The President meets with the 1pm - Press Briefing with the Press 1:45pm - The President meets with inner 2:45pm - The President meets with</p>	<div>2</div> <p>9am - In-Town Pool Call Time 11:30am - The President receives his 12:15pm - The President meets with 1pm - Press Briefing with the Press 3:20pm - Out-of-Town Travel Pool Call 4:20pm - The President departs the White 4:30pm - The President arrives at Joint 4:40pm - The President departs</p>	<div>3</div> <p>11am - Out-of-Town Pool Call Time @</p>	<div>4</div> <p>1:45pm - Out-of-Town Travel Pool Call 4:05pm - The President departs 4:15pm - The President arrives at 4:25pm - The President departs 5:50pm - The President arrives at John 6pm - The President departs Columbus, 6:25pm - The President arrives at 6:30pm - The President hosts the Make</p>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>29</div> <div>3:30pm - Out-of-Town Pool Call Time</div> <div>6pm - The President departs Bedminster,</div> <div>6:10pm - The President arrives at</div> <div>6:20pm - The President departs</div> <div>6:45pm - In-Town Pool Call Time</div> <div>7:10pm - The President arrives at Joint</div> <div>7:20pm - The President departs Joint</div> <div>7:30pm - The President arrives at the</div> <div>Out of State</div>	<div>30</div> <div>9am - In -Town Pool Call Time</div> <div>11:15am - The President receives his</div> <div>12:10pm - The President participates in</div> <div>12:15pm - The President meets with the</div> <div>12:45pm - The President participates in</div> <div>2pm - The President hosts a joint press</div> <div>2:30pm - The President participates in</div> <div>4:30pm - The President participates in</div> <div>Out of State</div>	<div>31</div> <div>9am - In Town Pool Call Time</div> <div>11:15am - The President signs H.R.</div> <div>12:30pm - The President has lunch with</div> <div>1:15pm - Out-of-Town Travel Pool Call</div> <div>3:10pm - The President departs the White</div> <div>3:20pm - The President arrives at Joint</div> <div>3:30pm - The President departs</div> <div>5:35pm - The President arrives at Tampa</div> <div>5:45pm - The President departs Tampa</div> <div>6:05pm - The President arrives at Tampa</div> <div>6:45pm - The President departs Tampa</div> <div>6:50pm - The President arrives at Florida</div> <div>7pm - The President hosts the Make</div> <div>Out of State</div>	<div>1</div> <div>9am - In -Town Pool Call Time</div> <div>11:45am - The President meets with the</div> <div>1pm - Press Briefing with Press</div> <div>1:45pm - The President meets with inner</div> <div>2:45pm - The President meets with</div> <div>Out of State</div>	<div>2</div> <div>9am - In Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>12:15pm - The President meets with</div> <div>1pm - Press Briefing with Press</div> <div>3:20pm - Out-of-Town Travel Pool Call</div> <div>4:20pm - The President departs the White</div> <div>4:30pm - The President arrives at Joint</div> <div>4:40pm - The President departs</div> <div>5:30pm - The President arrives at Wilkes-</div> <div>5:40pm - The President departs Wilkes-</div> <div>5:55pm - The President arrives at</div> <div>6pm - The President participates in a</div> <div>7pm - The President hosts the Make</div> <div>Out of State</div>	<div>3</div> <div>11am - Out-of -Town Pool Call Time @</div> <div>Out of State</div>	<div>4</div> <div>1:45pm - Out-of-Town Travel Pool Call</div> <div>4:05pm - The President departs</div> <div>4:15pm - The President arrives at</div> <div>4:25pm - The President departs</div> <div>5:50pm - The President arrives at John</div> <div>6pm - The President departs Columbus,</div> <div>6:25pm - The President arrives at</div> <div>6:30pm - The President hosts the Make</div> <div>7:40pm - The President departs Lewis</div> <div>8:05pm - The President arrives at John</div> <div>8:15pm - The President departs</div> <div>9:40pm - The President arrives at</div> <div>9:50pm - The President departs</div> <div>Out of State</div>
<div>5</div> <div>11am - Out-of-Town Travel Pool Call</div> <div>Out of State</div>	<div>6</div> <div>11am - Out-of-Town Travel Pool Call Time @</div> <div>7:30pm - The President has dinner with</div> <div>Out of State</div>	<div>7</div> <div>11am - Out-of-Town Travel Pool Call Time @</div> <div>7:30pm - The President has dinner with</div> <div>Out of State</div>	<div>8</div> <div>11am - Out-of-Town Travel Pool Call Time @</div> <div>7:30pm - The President has dinner with</div> <div>Out of State</div>	<div>9</div> <div>11am - Out-of-Town Travel Pool Call Time @</div> <div>4pm - The President participates in a</div> <div>Out of State</div>	<div>10</div> <div>11am - Out-of-Town Travel Pool Call</div> <div>Out of State</div>	<div>11</div> <div>1pm - Out-of-Town Travel Pool Call Time</div> <div>2:30pm - The President participates in a</div> <div>Out of State</div>
<div>12</div> <div>11am - Out-of-Town Travel Pool Call</div> <div>Out of State</div>	<div>13</div> <div>10:30am - Out-of-Town Travel Pool Call</div> <div>12:50pm - The President departs</div> <div>1pm - The President arrives at</div> <div>1:10pm - The President departs</div> <div>2:05pm - The President arrives at</div> <div>2:15pm - The President departs Wheeler-</div> <div>2:20pm - The President arrives at Hangar</div> <div>2:30pm - The President delivers remarks</div> <div>Out of State</div>	<div>14</div> <div>9am - In-Town Pool Call Time</div> <div>11:15am - The President receives his</div> <div>12:15pm - The President has lunch with</div> <div>2pm - Press Briefing with Press</div> <div>2:30pm - Press Briefing with Press</div> <div>Out of State</div>	<div>15</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>2pm - Press Briefing with Press</div> <div>Out of State</div>	<div>16</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President hosts a Cabinet</div> <div>12:45pm - The President meets with</div> <div>3:45pm - The President meets with the</div> <div>Out of State</div>	<div>17</div> <div>9am - In-Town Pool Call Time</div> <div>9:20am - Out-of-Town Pool Call Time</div> <div>10:30am - The President departs the</div> <div>10:40am - The President arrives at Joint</div> <div>10:50am - The President departs</div> <div>11:50am - The President arrives at</div> <div>12pm - The President departs West</div> <div>12:25pm - The President arrives at a</div> <div>Out of State</div>	<div>18</div> <div>11am - Out-of-Town Travel Pool Call</div> <div>Out of State</div>
<div>19</div> <div>11am - Out-of-Town Travel Pool Call</div> <div>4pm - The President and THE FIRST</div> <div>4:05pm - The President and THE FIRST</div> <div>4:15pm - In-Town Pool Call Time</div> <div>4:20pm - The President and THE FIRST</div> <div>5:10pm - The President and THE FIRST</div> <div>5:20pm - The President and THE FIRST</div> <div>5:30pm - The President and THE FIRST</div> <div>Out of State</div>	<div>20</div> <div>9am - In-Town Pool Call Time</div> <div>12:45pm - The President has lunch with</div> <div>3pm - The President participates in the</div> <div>Out of State</div>	<div>21</div> <div>9am - In-Town Pool Call Time</div> <div>11am - The President receives his</div> <div>12pm - The President meets with the</div> <div>12:30pm - The President has lunch with</div> <div>2:30pm - The President meets with labor</div> <div>2:45pm - Out-of-Town Pool Call Time</div> <div>4:05pm - The President departs the White</div> <div>4:15pm - The President arrives at Joint</div> <div>Out of State</div>	<div>22</div> <div>9am - In-Town Pool Call Time</div> <div>12:45pm - The President has lunch with</div> <div>2:15pm - Press Briefing with Press</div> <div>3:30pm - The President presents the</div> <div>Out of State</div>	<div>23</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President participates in a</div> <div>Out of State</div>	<div>24</div> <div>9am - In-Town Pool Call Time @</div> <div>11:45am - The President receives his</div> <div>12:50pm - Out-of-Town Travel Pool Call</div> <div>2pm - The President and THE FIRST</div> <div>2:10pm - The President and THE FIRST</div> <div>2:20pm - The President and THE FIRST</div> <div>3:30pm - The President and THE FIRST</div> <div>3:40pm - The President and THE FIRST</div> <div>Out of State</div>	<div>25</div> <div>9am - In-Town Pool Call Time @</div> <div>10:55am - The President goes to Trump</div> <div>Out of State</div>
<div>26</div> <div>9am - In-Town Pool Call Time @</div> <div>10:55am - The President goes to Trump</div> <div>Out of State</div>	<div>27</div> <div>9am - In-Town Pool Call Time</div> <div>11:10am - The President makes an</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President and THE FIRST</div> <div>1:55pm - The President and THE FIRST</div> <div>2:15pm - The President has an expanded</div> <div>3pm - The President and THE FIRST</div> <div>6:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>28</div> <div>9am - In-Town Pool Call Time</div> <div>12:30pm - The President has lunch with</div> <div>2:45pm - The President meets with the</div> <div>Out of State</div>	<div>29</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>2:30pm - The President announces the</div> <div>6:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>30</div> <div>9am - In-Town Travel Pool Call Time</div> <div>11:30am - The President receives his</div> <div>2:30pm - Out-of-Town Travel Pool Call</div> <div>4:20pm - The President departs the White</div> <div>4:30pm - The President arrives at Joint</div> <div>4:40pm - The President departs</div> <div>6:15pm - The President arrives at</div> <div>6:25pm - The President departs</div> <div>6:35pm - The President arrives at Old</div> <div>Out of State</div>	<div>31</div> <div>9am - In-Town Pool Call Time</div> <div>11:45am - Out-of-Town Pool Call Time</div> <div>12:45pm - The President arrives at the</div> <div>12:55pm - The President arrives at Joint</div> <div>1:05pm - The President departs</div> <div>2:10pm - The President arrives at</div> <div>2:25pm - The President departs Charlotte</div> <div>2:30pm - The President arrives at Harris</div> <div>2:35pm - The President participates in a</div> <div>Out of State</div>	<div>1</div> <div>9:30am - In-Town Pool Call Time @</div> <div>11:15am - The President goes to Trump</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
9am - In-Town Pool Call Time @ 10:55am - The President goes to Trump	9am - In-Town Pool Call Time @ 11:10am - The President receives an 11:30am - The President receives his 12:40pm - The President has lunch with	9am - In-Town Pool Call Time @ 12:30pm - The President has lunch with 2:45pm - The President meets with the	9am - In-Town Pool Call Time @ 11:30am - The President receives his 2:30pm - The President announces a 6:45pm - The President and THE FIRST	9am - In-Town Travel Pool Call Time @ 11:30am - The President receives his 2:30pm - Out-of-Town Travel Pool Call 4:20pm - The President departs the White	9am - In-Town Pool Call Time @ 11:45am - Out-of-Town Pool Call Time 12:45pm - The President departs the 12:55pm - The President arrives at Joint	9:30am - In-Town Pool Call Time @ 11:15am - The President goes to Trump
2	3	4	5	6	7	8
9am - In-Town Pool Call Time @ 11am - The President goes to Trump	9am - In-Town Pool Call Time @	9am - In-Town Pool Call Time @ 11:15am - The President receives his 12:15pm - The President has lunch with 1:30pm - The President has a meeting	9am - In-Town Pool Call Time @ 11:30am - The President receives his 1:45pm - The President participates in 1:50pm - The President meets with the	9am - In-Town Pool Call Time @ 12:15pm - The President participates in 2:30pm - Out-of-Town Pool Call Time 3:15pm - The President departs from the	8:45am - The President departs the RON 8:50am - The President arrives at Billings 9am - The President departs Billings, MT 10am - Out-of-Town Pool Call Time (8:00	10:30am - In-Town Pool Call Time @ 12:05pm - The President goes to Trump
9	10	11	12	13	14	15
10:30am - In-Town Pool Call Time @	9am - In-Town Pool Call Time @ 11:30am - The President receives his 12:30pm - The President has lunch with 2pm - Press Briefing with Press	6:45am - Out-of-Town Travel Pool Call 7am - In-Town Pool Call Time 7:40am - The President and THE FIRST 7:50am - The President and THE FIRST	9am - In-Town Pool Call Time @ 11:30am - The President receives his 12:30pm - The President has lunch with 3:30pm - The President delivers remarks	9am - In-Town Pool Call Time @ 11:30am - The President receives his 2:30pm - The President receives an	9am - In-Town Pool Call Time @ 11:30am - The President receives his 2:30pm - The President receives an	12pm - In-Town Pool Call Time @ 1:30pm - The President receives an
16	17	18	19	20	21	22
12pm - In-Town Pool Call Time 1:30pm - The President receives an	9am - In-Town Pool Call Time @ 11am - The President receives an 11:30am - The President receives his 12:45pm - The President has lunch with 2:15pm - The President participates in 5pm - The President hosts the Hispanic 6:50pm - The President departs the White 6:55pm - The President arrives at event	9am - In-Town Pool Call Time @ 11:30am - The President participates in a 12:15pm - The President and THE FIRST 12:25pm - The President and THE FIRST 12:50pm - The President participates in 2:40pm - The President hosts a joint 2:40pm - The President and THE FIRST 3pm - The President meets with the	8am - Out-of-Town Travel Pool Call Time 8:15am - In-Town Pool Call Time 9am - The President departs the White 9:10am - The President arrives at Joint 9:20am - The President departs 10:20am - The President arrives at 10:25am - [Note: From This Entry 10:45am - The President receives a	9am - In-Town Pool Call Time @ 12pm - The President receives his 3:15pm - Out-of-Town Pool Call Time 4:40pm - The President departs the White 4:50pm - The President arrives at Joint 5pm - The President departs Washington, 9:35pm - The President arrives at 9:45pm - The President departs	10:45am - Out-of-Town Pool Call Time 12:20pm - The President participates in a 1:20pm - The President departs the RON 1:40pm - The President arrives at VA 1:45pm - The President delivers remarks 2:55pm - The President departs VA 3pm - The President arrives at McCarran 3:10pm - The President departs Las	11am - Out-of-Town Pool Call Time @ 7:30pm - The President has dinner with
23	24	25	26	27	28	29
11am - Out-of-Town Pool Call Time @ 4:45pm - The President departs 5:05pm - The President arrives at Wall 5:15pm - The President departs Wall 5:30pm - The President arrives at RON @ 6:30pm - The President participates in	7am - Out-of-Town Travel Pool Call Time 8:10am - The President departs the RON 8:20am - The President arrives at the 8:30am - The President participates in 9:20am - The President departs the 9:30am - The President arrives at Trump 2:15pm - The President departs Trump 2:20pm - The President arrives at the 2:45pm - The President participates in a 3:45pm - The President participates in a 5:15pm - The President participates in a 6:30pm - The President participates in a	8:45am - Out-of-Town Pool Call Time @ 9:35am - The President and THE FIRST 9:45am - The President and THE FIRST 10:15am - The President addresses the 11:20am - The President participates in a 1pm - The President participates in a 1:15pm - The President participates in a 3pm - The President participates in a 3:15pm - The President departs the 3:20pm - The President arrives at RON @ 5:45pm - The President departs RON en 5:55pm - The President arrives at the	7:45am - Out-of-Town Pool Call Time @ 8:45am - The President departs RON en 8:55am - The President arrives at the 9:15am - The President participates in a 10am - The President participates in a 12:05pm - The President departs the 12:10pm - The President arrives at Lotte 1:45pm - The President participates in a 3:30pm - The President participates in a 5pm - The President hosts a Press 6:05pm - The President departs Lotte 6:10pm - The President arrives at RON @	8:15am - Out-of-Town Pool Call Time @ 9:15am - The President departs RON en 9:25am - The President arrives at the 9:30am - The President meets with the 10:05am - The President departs the 10:15am - The President arrives at Wall 10:25am - The President departs Wall 10:40am - The President arrives at John 10:50am - The President departs New 11am - In-Town Pool Call Time @ 11:45am - The President arrives at Joint 11:55am - The President departs Joint	9am - In-Town Pool Call Time @ 11:15am - The President receives his 12pm - The President participates in a 1:45pm - The President participates in 1:50pm - The President participates in a 2:15pm - The President participates in an 2:55pm - The President participates in	8am - In-Town Pool Call Time @ 10:35am - The President goes to Trump 3:30pm - Out-of-Town Travel Pool Call 4:40pm - The President departs the 4:50pm - The President arrives at Joint 5pm - The President departs 5:55pm - The President arrives at 6:05pm - The President departs 6:25pm - The President arrives at 7pm - The President delivers remarks at 8:05pm - The President departs 8:25pm - The President arrives at
30	1	2	3	4	5	6
10am - In-Town Pool Call Time @	9am - In-Town Pool Call Time @ 11am - The President delivers remarks 11:30am - The President receives his 12:30pm - The President has lunch with 2:20pm - Out-of-Town Pool Call Time 3pm - The President presents the 4pm - The President departs the White	9am - In-Town Pool Call Time @ 11:45am - Out-of-Town Pool Call Time 12:40pm - The President departs The 12:50pm - The President arrives at Joint 1pm - The President departs Washington, 1:45pm - The President arrives at 1:55pm - The President departs	9am - In-Town Pool Call Time @ 11:30am - The President receives his 12:30pm - The President has lunch with 1pm - Press Briefing with Press 1:45pm - The President meets with the	9am - In-Town Pool Call Time @ 11:30am - Out-of-Town Pool Call Time 12:40pm - The President departs the 12:50pm - The President arrives at Joint 1pm - The President departs Washington, 3:30pm - The President arrives at 3:40pm - The President departs	9am - In-Town Pool Call Time @ 11:30am - The President receives his 1:45pm - The President participates in a	1:55pm - Out-of-Town Pool Call Time 2:15pm - In-Town Pool Call Time 2:50pm - The President departs the 3pm - The President arrives at Joint 3:10pm - The President departs 5:50pm - The President arrives at 6pm - The President departs Topeka

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>30</div> <div>10am - In-Town Pool Call Time</div> <div>Out of State</div>	<div>1</div> <div>9am - In-Town Pool Call Time</div> <div>11am - The President delivers remarks</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>2:50pm - Out-of-Town Pool Call Time</div> <div>3pm - The President presents the</div> <div>Out of State</div>	<div>2</div> <div>9am - In-Town Pool Call Time</div> <div>11:45am - Out-of-Town Pool Call Time</div> <div>12:40pm - The President departs The</div> <div>12:50pm - The President arrives at Joint</div> <div>1pm - The President departs Washington,</div> <div>1:45pm - The President arrives at</div> <div>Out of State</div>	<div>3</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Briefing with Press</div> <div>1:45pm - The President meets with the</div> <div>Out of State</div>	<div>4</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - Out-of-Town Pool Call Time</div> <div>12:40pm - The President departs the</div> <div>12:50pm - The President arrives at Joint</div> <div>1pm - The President departs Washington,</div> <div>3:30pm - The President arrives at</div> <div>Out of State</div>	<div>5</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>1:45pm - The President participates in a</div> <div>Out of State</div>	<div>6</div> <div>1:55pm - Out-of-Town Pool Call Time</div> <div>2:15pm - In-Town Pool Call Time</div> <div>2:50pm - The President departs the</div> <div>3pm - The President arrives at Joint</div> <div>3:10pm - The President departs</div> <div>5:50pm - The President arrives at</div> <div>Out of State</div>
<div>7</div> <div>9am - In-Town Pool Call Time</div> <div>10:50am - The President goes to Trump</div> <div>Out of State</div>	<div>8</div> <div>9:25am - Out-of-Town Travel Pool Call</div> <div>9:45am - In-Town Pool Call Time</div> <div>10:20am - The President departs the</div> <div>10:30am - The President arrives at Joint</div> <div>10:40am - The President departs</div> <div>12:40pm - The President arrives at</div> <div>1:50pm - The President departs Orlando</div> <div>1:05pm - The President arrives at Orange</div> <div>1:35pm - The President delivers remarks</div> <div>2:20pm - The President departs Orange</div> <div>Out of State</div>	<div>9</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President announces the</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>1:50pm - Out-of-Town Travel Pool Call</div> <div>3:25pm - The President departs the White</div> <div>3:35pm - The President arrives at Joint</div> <div>3:45pm - The President departs</div> <div>6:20pm - The President arrives at Eppley</div> <div>6:30pm - The President departs Omaha,</div> <div>Out of State</div>	<div>10</div> <div>9am - In-Town Pool Call Time</div> <div>11:45am - The President meets with the</div> <div>12:45pm - The President has lunch with</div> <div>1:30pm - The President participates in</div> <div>2:40pm - Out-of-Town Pool Call Time</div> <div>3:50pm - The President departs the White</div> <div>4pm - The President arrives at Joint Base</div> <div>4:10pm - The President departs</div> <div>5:20pm - The President arrives at Erie</div> <div>5:30pm - The President departs Erie</div> <div>Out of State</div>	<div>11</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President participates in a</div> <div>11:45am - The President participates in a</div> <div>12:30pm - The President meets with</div> <div>2pm - The President delivers remarks at</div> <div>Out of State</div>	<div>12</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>2pm - Out-of-Town Pool Call Time</div> <div>2:50pm - The President departs the White</div> <div>3pm - The President arrives at Joint Base</div> <div>3:10pm - The President departs</div> <div>4:35pm - The President arrives at</div> <div>5:15pm - The President participates in a</div> <div>5:55pm - The President departs</div> <div>6:35pm - The President arrives at Warren</div> <div>Out of State</div>	<div>13</div> <div>2pm - In-Town Pool Call Time</div> <div>3pm - Out-of-Town Pool Call Time</div> <div>3:40pm - The President departs the</div> <div>3:40pm - The President arrives at Andrew</div> <div>3:50pm - The President arrives at Joint</div> <div>4pm - The President departs</div> <div>5:15pm - The President arrives at Blue</div> <div>5:35pm - The President departs</div> <div>6:15pm - The President arrives at Alumni</div> <div>7pm - The President hosts a Make</div> <div>Out of State</div>
<div>14</div> <div>10:10am - The President goes to Trump</div> <div>Out of State</div>	<div>15</div> <div>7:45am - Out-of-Town Pool Call Time</div> <div>8:15am - In-Town Pool Call Time</div> <div>9am - The President and THE FIRST</div> <div>9:10am - The President and THE FIRST</div> <div>9:20am - The President and THE FIRST</div> <div>11:25am - The President and THE FIRST</div> <div>Out of State</div>	<div>16</div> <div>9am - In-Town Pool Call Time</div> <div>Out of State</div>	<div>17</div> <div>9am - In-Town Pool Call Time</div> <div>11am - The President meets with workers</div> <div>11:30am - The President hosts a Cabinet</div> <div>4pm - The President presents the Medal</div> <div>Out of State</div>	<div>18</div> <div>9am - In-Town Pool Call Time</div> <div>10am - The President meets with the</div> <div>11:30am - The President receives his</div> <div>2pm - The President meets with the</div> <div>2:15pm - Out-of-Town Pool Call Time</div> <div>3:25pm - The President departs the White</div> <div>Out of State</div>	<div>19</div> <div>12:35am - The President arrives at</div> <div>12:45am - The President departs Phoenix</div> <div>1:10am - The President arrives at RON</div> <div>12pm - Out-of-Town Travel Pool Call</div> <div>1:00pm - The President departs the RON</div> <div>1:35pm - The President arrives at the</div> <div>Out of State</div>	<div>20</div> <div>9:45am - Out-of-Town Pool Call Time (7:</div> <div>10:40am - The President departs the Ron</div> <div>10:45am - Out-of-Town Pool Call Time</div> <div>11:05am - The President arrives at</div> <div>11:15am - The President departs</div> <div>12:05pm - The President arrives at</div> <div>Out of State</div>
<div>21</div> <div>9am - In-Town Pool Call Time (TBD)</div> <div>Out of State</div>	<div>22</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>12:15pm - The President has lunch with</div> <div>1:40pm - Out-of-Town Travel Pool Call</div> <div>2:30pm - The President departs the White</div> <div>2:40pm - The President arrives at Joint</div> <div>2:50pm - The President departs</div> <div>5:45pm - The President arrives at</div> <div>5:55pm - The President departs Ellington</div> <div>6:20pm - The President arrives at</div> <div>Out of State</div>	<div>23</div> <div>12:05am - The President arrives at Joint</div> <div>12:15am - The President departs Joint</div> <div>12:25am - The President arrives at the</div> <div>9am - In-Town Pool Call Time</div> <div>2pm - The President delivers remarks at</div> <div>3pm - The President signs S.3021,</div> <div>6pm - The President receives a briefing</div> <div>7:35pm - The President has dinner with</div> <div>Out of State</div>	<div>24</div> <div>9am - In-Town Pool Call Time</div> <div>2pm - The President delivers</div> <div>4pm - Out-of-Town Pool Call Time</div> <div>4:50pm - The President departs the White</div> <div>5pm - The President arrives at Joint Base</div> <div>5:10pm - The President departs</div> <div>7:30pm - The President arrives at Central</div> <div>7:30pm - The President hosts a Make</div> <div>9pm - The President departs Mosinee,</div> <div>10:55pm - The President arrives at Joint</div> <div>Out of State</div>	<div>25</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>1:45pm - The President departs the White</div> <div>1:55pm - The President departs the White</div> <div>2pm - The President delivers remarks on</div> <div>2:35pm - The President departs the</div> <div>2:40pm - The President arrives at the</div> <div>6:15pm - The President delivers remarks</div> <div>7pm - The President departs the White</div> <div>7:05pm - The President arrives at an</div> <div>Out of State</div>	<div>26</div> <div>9am - In-Town Pool Call Time</div> <div>11:45am - The President delivers</div> <div>1pm - The President has lunch with the</div> <div>3:15pm - Out-of-Town Pool Call Time</div> <div>4:35pm - The President departs the White</div> <div>4:45pm - The President arrives at Joint</div> <div>4:50pm - The President departs</div> <div>6:05pm - The President arrives at</div> <div>6:15pm - The President departs Charlotte</div> <div>6:30pm - The President arrives at</div> <div>Out of State</div>	<div>27</div> <div>11am - In-Town Pool Call Time</div> <div>11:50am - The President departs the</div> <div>12:15pm - The President arrives at Joint</div> <div>12:25pm - The President departs</div> <div>2:05pm - The President arrives at</div> <div>2:15pm - The President departs</div> <div>2:30pm - The President arrives at</div> <div>2:45pm - The President delivers remarks</div> <div>3:45pm - The President departs Bankers</div> <div>4pm - The President arrives at</div> <div>Out of State</div>
<div>28</div> <div>2:30pm - In-Town Travel Pool Call Time</div> <div>5:30pm - The President and THE FIRST</div> <div>Out of State</div>	<div>29</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>2pm - Press Briefing with Press</div> <div>Out of State</div>	<div>30</div> <div>9am - In-Town Pool Call Time</div> <div>1:35pm - Out-of-Town Pool Call Time</div> <div>2:30pm - The President and THE FIRST</div> <div>2:40pm - The President and THE FIRST</div> <div>2:50pm - The President and THE FIRST</div> <div>3:45pm - The President and THE FIRST</div> <div>7:35pm - The President and THE FIRST</div> <div>7:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>31</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>1:30pm - The President meets with the</div> <div>2:30pm - The President attends the</div> <div>3pm - Out-of-Town Travel Pool Call Time</div> <div>3:10pm - The President departs the White</div> <div>3:50pm - The President arrives at Joint</div> <div>4pm - The President departs Washington,</div> <div>Out of State</div>	<div>1</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>1:30pm - The President receives his</div> <div>4pm - Out-of-Town Pool Call Time</div> <div>4:15pm - The President delivers</div> <div>4:30pm - The President departs the White</div> <div>4:50pm - The President arrives at Joint</div> <div>5pm - The President departs Washington,</div> <div>Out of State</div>	<div>2</div> <div>9am - In-Town Pool Call Time</div> <div>1:35pm - Out-of-Town Travel Pool Call</div> <div>2:15pm - The President departs the White</div> <div>2:25pm - The President arrives at Joint</div> <div>2:35pm - The President departs</div> <div>3:10pm - The President arrives at</div> <div>4pm - The President delivers remarks at</div> <div>5:30pm - The President departs</div> <div>Out of State</div>	<div>3</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>11:20am - The President departs from an</div> <div>11:35am - The President arrives at</div> <div>11:45am - The President departs</div> <div>3:10pm - The President arrives at</div> <div>3:10pm - The President hosts a Make</div> <div>4:50pm - The President departs</div> <div>8:20pm - The President arrives at</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
2:30pm - In-Town Travel Pool Call Time 5:30pm - The President and THE FIRST	9am - In-Town Pool Call Time 11:30am - The President receives his 2pm - Press Briefing with Press	9am - In-Town Pool Call Time 1:35pm - Out-of-Town Pool Call Time 2:30pm - The President and THE FIRST 2:40pm - The President and THE FIRST 2:50pm - The President and THE FIRST 3:45pm - The President and THE FIRST 7:35pm - The President and THE FIRST 7:45pm - The President and THE FIRST	9am - In-Town Pool Call Time 11:30am - The President receives his 1:30pm - The President meets with the 2:30pm - The President hands the 3pm - Out-of-Town Travel Pool Call Time 3:40pm - The President departs the White 3:50pm - The President arrives at Joint 4pm - The President departs Washington,	9am - In-Town Pool Call Time 11:30am - The President receives his 1:30pm - The President receives a 4pm - Out-of-Town Pool Call Time 4:15pm - The President delivers 4:50pm - The President departs the White 4:50pm - The President arrives at Joint 5pm - The President departs Washington,	9am - In-Town Pool Call Time 1:35pm - Out-of-Town Travel Pool Call 2:15pm - The President departs the White 2:25pm - The President arrives at Joint 2:35pm - The President departs 3:50pm - The President arrives at 4pm - The President delivers remarks at 5:30pm - The President departs	10am - Out-of-Town Pool Call Time @ 11:20am - The President departs RON en 11:35am - The President arrives at 11:45am - The President departs 3:10pm - The President arrives at 3:20pm - The President hosts a Make 4:50pm - The President departs 8:20pm - The President arrives at
4	5	6	7	8	9	10
12:10am - The President departs Joint 12:20am - The President arrives at the 12:45pm - Out-of-Town Pool Call Time 1pm - In-Town Pool Call Time 1:30pm - The President departs the 1:40pm - The President arrives at Joint 1:50pm - The President departs	9am - In-Town Pool Call Time 11:40am - Out-of-Town Travel Pool Call 12:40pm - The President departs the 12:50pm - The President arrives at Joint 1pm - The President departs Washington, 2:15pm - The President arrives at 2:25pm - The President departs	1:20am - The President arrives at Joint 1:30am - The President departs Joint 1:40am - The President arrives at the 9am - In-Town Pool Call Time @ The	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 11:30am - The President hosts a press 12:30pm - Lunch @ Private Dining Room 1:30pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 9:30am - The President and THE FIRST 9:40am - Arrive Supreme Court of the 9:40am - The President and THE FIRST 10am - The President and THE FIRST 10:20am - The President and THE FIRST	8am - In-Town Pool Call Time 9am - The President and THE FIRST 9:10am - The President and THE FIRST 9:20am - The President and THE FIRST 3:50pm - The President and THE FIRST 4pm - The President and THE FIRST 4:25pm - The President and THE FIRST	4:55am - The President departs the 5am - The President arrives at Ellysée 5:05am - The President participates in a 5:30am - The President participates in 6:30am - The President and THE FIRST 7:25am - The President and THE FIRST 7:40am - CANCELLED: The President and
11	12	13	14	15	16	17
4:30am - Out-of-Town Pool Call Time (9: 4:40am - The President and THE 4:50am - The President and THE FIRST 5am - The President and THE FIRST 6:10am - The President and THE 6:20am - The President and THE 6:50am - The President departs the 6:55am - The President arrives at Ellysée 7am - The President attends the 7:55am - The President departs		8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - The President receives his 12pm - Meeting with the Press Secretary 12:15pm - Executive Time @ Oval Office 12:30pm - Lunch @ Private Dining Room 1:30pm - Executive Time @ Oval Office 1:45pm - The President participates in 2pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - The President receives his 12pm - Executive Time @ Oval Office 12:15pm - Medal of Honor Notification 12:30pm - Executive Time @ Oval Office 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office 2pm - Policy Time @ Oval Office	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 11:40am - The President and THE FIRST 11:55am - The President and THE FIRST 12pm - The President and THE FIRST 1:05pm - The President and THE FIRST 1:20pm - The President and THE FIRST 1:25pm - Executive Time @ Oval Office 1:30pm - The President delivers remarks 1:45pm - Executive Time @ Oval Office	9am - In-Town Pool Call Time 11:30am - The President participates in 1pm - The President presents the Medal 3:15pm - The President meets with the	6:20am - Out-of-Town Pool Call Time 6:40am - In-Town Pool Call Time 7am - The President departs the White 7:10am - The President arrives at Joint 7:20am - The President departs 12:45pm - The President arrives at Beale 1:50pm - The President departs Beale 1:55pm - The President arrives at Chico 2pm - The President departs Chico 2:40pm - The President tours fire
18	19	20	21	22	23	24
2:15am - The President departs Joint 2:25am - The President arrives at the	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office	9am - In-Town Pool Call Time 1:05pm - The President and THE FIRST 2:20pm - Out-of-Town Travel Pool Call 3pm - The President and THE FIRST	7am - Out-of-Town Pool Call Time @ 8:30am - The President Plays Golf at	7:30am - Out-of-Town Travel Pool Call 9am - The President participates in a 11:10am - The President Visits Coast 11:50am - The President Plays Golf at	7:30am - Out-of-Town Travel Pool Call 8:50am - The President Plays Golf at	9am - The President Plays Golf at Trump
25	26	27	28	29	30	1
7:45am - Out-of-Town Travel Pool Call 8:50am - The President Plays Golf at 4pm - The President and THE FIRST 4:10pm - The President and THE FIRST 4:20pm - The President and THE FIRST 5:30pm - In-Town Pool Call Time @ 6:50pm - The President and THE FIRST 6:40pm - The President and THE FIRST 6:50pm - The President and THE FIRST	12:40am - Arrive Joint Base Andrews @ 12:50am - Depart Joint Base Andrews en 1am - Arrive The White House @ The 8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time @ 11am - Meeting with the Chief of Staff @ 11:30am - The President receives his 12pm - Meeting with the Press Secretary 12:15pm - Executive Time @ Oval Office 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office	12:40am - The President arrives at Joint 12:50am - The President departs Joint 1am - The President arrives at the White 8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 11am - Media Engagement @ Oval Office 1:30am - Executive Time @ Oval Office 12:45pm - The President has lunch with 1pm - Press Briefing with Press 1:45pm - Executive Time @ Oval Office 2:30pm - The President meets with	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 10am - Meeting with the Chief of Staff @ 10:30am - Executive Time @ Oval Office 10:45am - Media Engagement @ Oval 11:15am - Executive Time @ Oval Office 12:15pm - White House Military Office 12:30pm - Executive Time @ Oval Office 12:45pm - The President has lunch with 1:45pm - Executive Time @ Oval Office 2pm - Meeting with Presidential	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 10am - The President and THE FIRST 10:10am - The President and THE FIRST 10:20am - Depart Washington, DC en 10:50am - Arrive RON Location @ Buenos 8:50pm - The President and THE FIRST 8:15pm - The President and THE FIRST 8:50pm - The President and THE FIRST	4:10am - Out-of-Town Travel Pool Call 4:50am - The President departs the RON 4:55am - The President arrives at Casa 5:05am - The President participates in a 5:15am - The President participates in a 6:05am - The President departs Casa 6:10am - The President arrives at Park 6:15am - Executive Time (8:15 AM Local) 6:25am - Speech Prep (8:25 AM Local) @ 7am - The President participates in the 7:35am - Executive Time (9:35 AM Local)	9:15am - Out-of-Town Pool Call Time 11:05am - The President departs RON en 11:20am - The President arrives at 11:25am - The President participates in 12pm - The President participates in the 12:20pm - The President participates in 12:30pm - The President departs Centro 12:35pm - The President arrives at RON 1:45pm - [CANCELLED] The President 4:30pm - The President participates 6:20pm - The President and THE FIRST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	30	1
7:45am - Out-of-Town Travel Pool Call	12:40am - Arrive Joint Base Andrews @	12:40am - The President arrives at Joint	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	4:10am - Out-of-Town Travel Pool Call	9:15am - Out-of-Town Pool Call Time
8:50am - The President Plays Golf at	12:50am - Depart Joint Base Andrews en	12:50am - The President departs Joint	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	4:50am - The President departs the RON	11:05am - The President departs RON en
4pm - The President and THE FIRST	1am - Arrive The White House @ The	1am - The President arrives at the White	10am - Meeting with the Chief of Staff @	10am - The President and THE FIRST	4:55am - The President arrives at Casa	11:20am - The President arrives at
4:10pm - The President and THE FIRST	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	10:30am - Executive Time @ Oval Office	10:10am - The President and THE FIRST	5:05am - The President participates in a	11:25am - The President participates in
4:20pm - The President and THE FIRST	9am - In-Town Pool Call Time @	9am - In-Town Pool Call Time	10:45am - Media Engagement @ Oval	10:20am - Depart Washington, DC en	5:15am - The President participates in a	12pm - The President participates in the
5:30pm - In-Town Pool Call Time @	11am - Meeting with the Chief of Staff @	11am - Media Engagement @ Oval Office	11:15am - Executive Time @ Oval Office	10:50am - Future RON Location @ Buenos	6:05am - The President departs Casa	12:20pm - The President participates in
6:30pm - The President and THE FIRST	11:30am - The President receives his	11:30am - Executive Time @ Oval Office	12:15pm - White House Military Office	8:05am - The President and THE FIRST	6:10am - The President arrives at Park	12:40pm - The President departs Centro
6:40pm - The President and THE FIRST	12pm - Meeting with the Press Secretary	12:45pm - The President has lunch with	12:30pm - Executive Time @ Oval Office	8:15pm - The President and THE FIRST	6:15am - Executive Time (8:15 AM Local)	12:55pm - The President arrives at RON
6:50pm - The President and THE FIRST	12:15pm - Executive Time @ Oval Office	1pm - Press Briefing with Press	12:45pm - The President has lunch with	8:50pm - The President and THE FIRST	6:25am - Speech Prep (8:25 AM Local) @	1:45pm - [CANCELLED] The President
2	3	4	5	6	7	8
4:50am - In-Town Pool Call Time	5am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	12:15pm - In-Town Pool Call Time
5am - The President and THE FIRST	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	9:30am - In-Town Pool Call Time	9am - In-Town Pool Call Time	8:15am - In-Town Pool Call Time	12:25pm - Out-of-Town Pool Call Time
5:10am - The President and THE FIRST	11am - Meeting with the Chief of Staff @	11am - Meeting with the Chief of Staff @	10:15am - The President and THE FIRST	11am - Meeting with the Chief of Staff @	8:20am - Out-of-Town Travel Pool Call	1:05pm - The President departs Casa
5:20am - The President and THE FIRST	11:30am - The President receives his	11:30am - Policy Time @ Oval Office	10:30am - The President and THE FIRST	11:30am - The President receives his	9am - The President departs the White	1:15pm - The President arrives at Joint
	12pm - Executive Time @ Oval Office	12pm - Executive Time @ Oval Office	11am - The President and THE FIRST	12pm - Executive Time @ Oval Office	9:10am - The President arrives at Joint	1:25pm - The President departs
	12:30pm - Lunch @ Private Dining Room	12:15pm - Lunch @ Private Dining Room	12:45pm - The President and THE FIRST	12:30pm - The President has lunch with	9:20am - The President departs	2:10pm - The President arrives at
	1:30pm - Executive Time @ Oval Office	1:30pm - Executive Time @ Oval Office	12:50pm - The President and THE FIRST	1:30pm - Meeting with Presidential	11:55am - The President arrives at	2:20pm - The President departs
	1:45pm - The President meets with the	2pm - Policy Time @ Oval Office	12:55pm - Executive Time @ Oval Office	1:45pm - Executive Time @ Oval Office	12:05pm - The President departs Kansas	2:30pm - The President arrives at
9	10	11	12	13	14	15
9am - In-Town Pool Call Time	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	1pm - In-Town Pool Call Time
6:30pm - The President and THE FIRST	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	2:15pm - The President makes a
	11am - Meeting with the Chief of Staff @	11am - Legislative Pre-Briefing @ Oval	12pm - Meeting with the Chief of Staff @	11am - Media Engagement with Roosevelt	11am - Meeting with the Chief of Staff @	7pm - The President and THE FIRST
	12pm - Executive Time @ Oval Office	11:30am - The President meets with the	12:30pm - Lunch @ Private Dining Room	11:30am - Executive Time @ Oval Office	12pm - The President receives his	
	12:30pm - The President has lunch with	12:15pm - Executive Time @ Oval Office	1:30pm - Meeting with Presidential	11:45am - The President meets with the	12:30pm - Executive Time @ Oval Office	
	1:30pm - Executive Time @ Oval Office	12:30pm - Lunch @ Oval Office	2pm - Executive Time @ Oval Office	12:40pm - Executive Time @ Oval Office	12:40pm - Lunch @ Private Dining Room	
	1:45pm - Policy Time @ Oval Office	1:30pm - Executive Time @ Oval Office	2:30pm - The President participates in a	12:45pm - Lunch @ Private Dining Room	1:45pm - Executive Time @ Oval Office	
16	17	18	19	20	21	22
9am - In-Town Pool Call Time	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	12:30pm - The President has lunch with
	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	9am - In-Town Pool Call Time	1pm - In-Town Pool Call Time @ The
	11am - Meeting with Legislative Leaders	11am - Meeting with the Chief of Staff @	11am - Meeting with the Chief of Staff @	11am - Meeting with the Chief of Staff @	11am - The President arrives at Casa	
	11:30am - Executive Time @ Oval Office	12pm - Policy Time @ Oval Office	12pm - The President receives his	12pm - Executive Time @ Oval Office	11:30am - Executive Time @ Oval Office	
	12pm - The President receives his	12:30pm - Executive Time @ Oval Office	12:30pm - The President has lunch with	12pm - The President meets with	11:45am - Meeting with Chief of Staff @	
	12:30pm - The President has lunch with	12:45pm - Lunch @ Private Dining Room	1:30pm - Executive Time @ Oval Office	12:45pm - Lunch @ Private Dining Room	12:15pm - Executive Time @ Oval Office	
	1:30pm - Executive Time @ Oval Office	1:45pm - Executive Time @ Oval Office	2pm - Policy Time @ Oval Office	1:45pm - Executive Time @ Oval Office	12:30pm - Lunch @ Private Dining Room	
	1:45pm - The President meets with the	1:45pm - Press Briefing with Press	2:30pm - Executive Time @ Oval Office	2:30pm - The President participates	1:30pm - Executive Time @ Oval Office	
23	24	25	26	27	28	29
2pm - In-Town Pool Call Time @ The	2pm - The President meets with Kirstjen	12:05am - The President returns to the	12:05am - The President and FIRST LADY			
	6:30pm - POTUS and FLOTUS participate	12:09am - The President calls troops	11:15am - The President and FIRST LADY			
	9:45pm - The President departs the White		11:35am - The President and FIRST LADY			
30	31	1	2	3	4	5
			8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	8am - Executive Time @ Oval Office	
			11:30am - Executive Time @ Oval Office	11:30am - Executive Time @ Oval Office	11am - Pre-Briefing @ Oval Office	
			1pm - Lunch @ Private Dining Room	12:30pm - Lunch @ Private Dining Room	12:30pm - Lunch @ Private Dining Room	
			2pm - Executive Time @ Oval Office	1:30pm - Executive Time @ Oval Office	1:30pm - Executive Time @ Oval Office	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2	3	4	5
			8am - Executive Time @ Oval Office 11:30am - Executive Time @ Oval Office 1pm - Lunch @ Private Dining Room 2pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 11:30am - Executive Time @ Oval Office 12:30pm - Lunch @ Private Dining Room 1:30pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 11am - Pre-Brief @ Oval Office 12:30pm - Lunch @ Private Dining Room 1:30pm - Executive Time @ Oval Office	
6	7	8	9	10	11	12
8am - Executive Time @ Oval Office 11:45am - Meeting with the Chief of Staff 12:15pm - Executive Time @ Oval Office 1:30pm - Executive Time @ Oval Office 2:30pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 11:30am - Meeting with the Chief of Staff 12pm - Executive Time @ Oval Office 12:15pm - Media Lunch @ Roosevelt 1:15pm - Executive Time @ Oval Office 1:45pm - Policy Time @ Oval Office	8am - Executive Time @ Oval Office 11am - Meeting with the Chief of Staff @ 11:45am - Executive Time @ Oval Office 12:30pm - Executive Time @ Oval Office 2:20pm - Executive Time @ Oval Office 2:30pm - Pre-Brief @ Oval Office	8am - Executive Time @ Oval Office 3:05pm - Photo Opportunity with Law 3:55pm - Hold for Media Interview Press: 4:15pm - Depart Rio Grande en route	8am - Executive Time @ Oval Office 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 12pm - Credentialing Ceremony for 12:25pm - Executive Time @ Oval Office 12:45pm - Lunch @ Private Dining Room		
13	14	15	16	17	18	19
8am - Executive Time @ Oval Office 1:15pm - Photo Opportunity with Law 1:30pm - Photo Opportunity with 4:30pm - Executive Time @ Oval Office 6pm - Photo Opportunity with the 2018 6:15pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 11:30am - Executive Time @ Oval Office 1:30pm - Executive Time @ Oval Office 1:45pm - Meeting with the President 2:15pm - Executive Time @ Oval Office 2:45pm - Executive Time @ Oval Office 3pm - Policy Time @ Oval Office 3:45pm - Executive Time @ Oval Office 4:30pm - Video Recording Session @	8am - Executive Time @ Oval Office 10:30am - In-Town Pool Call Time 10:45am - Meeting with the Chief of Staff 11:30am - The President meets with the 12:30pm - Executive Time @ Oval Office 1pm - The President has lunch with the 2pm - Executive Time @ Oval Office 2:15pm - Signing Ceremony for S.24, the 2:30pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 9:45am - In-Town Pool Call Time 10:45am - The President departs the 10:55am - The President arrives at The 11am - The President participates in the 11:35pm - The President departs The 11:45am - The President arrives at the 11:50am - Executive Time @ Oval Office 12:30pm - Lunch @ Private Dining Room	8am - Executive Time @ Oval Office 10:30am - In-Town Pool Call Time 11:45am - Meeting with the Chief of Staff 12:15pm - Executive Time @ Oval Office 12:45pm - The President meets with the 1:15pm - Lunch @ Private Dining Room 2:15pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 10:30am - In-Town Pool Call Time 11:45am - Meeting with the Chief of Staff 12:15pm - Executive Time @ Oval Office 12:45pm - The President meets with the 1:40pm - The President departs Dover 2:10pm - The President arrives at Joint 2:20pm - The President departs Joint 2:30pm - The President arrives at the	9:55am - The President departs the 10:05am - The President arrives at Joint 10:15am - The President departs Joint 10:35am - The President arrives at Dover 12:15pm - The President meets with the 1:40pm - The President departs Dover 2:10pm - The President arrives at Joint 2:20pm - The President departs Joint 2:30pm - The President arrives at the
20	21	22	23	24	25	26
10am - In-Town Pool Call Time	8am - Executive Time @ Oval Office 11am - In-Town Pool Call Time 11:30am - Executive Time @ Oval Office 12pm - The President receives 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office 1:45pm - Meeting with the Press 2pm - Executive Time @ Oval Office 2:15pm - Policy Time @ Oval Office 3pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 10:30am - The President hosts a briefing 10:45am - Executive Time @ Oval Office 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 12:30pm - Lunch @ Private Dining Room 1:30pm - Executive Time @ Oval Office 2pm - The President participates in a fair 2:30pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 11am - In-Town Pool Call Time 11:30am - Executive Time @ Oval Office 11:45am - Video Recording Session @ 12pm - Executive Time @ Oval Office 12:30pm - Lunch @ Private Dining Room 1:30pm - Executive Time @ Oval Office 3:45pm - Meeting with Legislative Affairs 4:15pm - Executive Time @ Oval Office 4:45pm - The President holds a	8am - Executive Time @ Oval Office 11am - In-Town Pool Call Time 11:30am - Executive Time @ Oval Office 12pm - The President receives 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office 1:30pm - The President makes an 1:45pm - The President participates 2:15pm - Executive Time @ Oval Office 2:45pm - The President hosts a	8am - Executive Time @ Oval Office 12pm - In-Town Pool Call Time	
27	28	29	30	31	1	2
8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office 3pm - Press Briefing with Press 3:30pm - Press Briefing with Press 4:15pm - Meeting with the Press 4:30pm - Executive Time @ Oval Office 6:20pm - The President departs the White	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11:15am - Meeting with the Chief of Staff 11:45am - Executive Time @ Oval Office 12pm - Video Recording Session @ Oval 12:15pm - Executive Time @ Oval Office 12:30pm - Lunch @ Private Dining Room 1:30pm - Policy Time @ Oval Office 2:15pm - Executive Time @ Oval Office 2:45pm - Meeting with Legislative Affairs 3:15pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - The President receives his 12pm - Executive Time @ Oval Office 12:30pm - Lunch @ The White House 1:30pm - Executive Time @ Oval Office 1:45pm - White House Military Office 2pm - Executive Time @ Oval Office 2:15pm - Policy Time @ White House 3pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 11:45am - The President meets with 12pm - Executive Time @ Oval Office 12:15pm - Video Recording Session @ 12:30pm - Lunch @ Private Dining Room 1:30pm - Meeting with The White House 1:45pm - Executive Time @ Oval Office 2:15pm - The President receives his	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 11:45am - The President meets to 12:15pm - Executive Time @ Oval Office 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office 1:45pm - Pre-Brief @ Oval Office 2:45pm - Executive Time @ Oval Office 3pm - Media Engagement @ Diplomatic	7:30am - Travel Pool Call Time 9:15am - The President Plays Golf at	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office 3pm - Press Briefing with Press 3:30pm - Press Briefing with Press 4:15pm - Meeting with the Press 4:30pm - Executive Time @ Oval Office 6:20pm - The President departs the White 6:25pm - The President arrives at the 8:40pm - The President departs the 8:45pm - The President arrives the White	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11:15am - Meeting with the Chief of Staff 11:45am - Executive Time @ Oval Office 12pm - Video Recording Session @ Oval 12:15pm - Executive Time @ Oval Office 12:30pm - Lunch @ Private Dining Room 1:30pm - Policy Time @ Oval Office 2:15pm - Executive Time @ Oval Office 2:40pm - Meeting with Legislative Affairs 3:15pm - Executive Time @ Oval Office	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - The President receives his 12pm - Executive Time @ Oval Office 12:30pm - Lunch @ The White House 1:30pm - Executive Time @ Oval Office 1:45pm - White House Military Office 2pm - Executive Time @ Oval Office 2:15pm - Policy Time @ White House 3pm - Executive Time @ Oval Office 4pm - Meeting with Presidential 4:15pm - Executive Time @ Oval Office 4:30pm - Media Engagement @ Oval	8am - Executive Time @ Oval Office 10am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 11:45am - The President meets with 12pm - Executive Time @ Oval Office 12:15pm - Video Recording Session @ 12:30pm - Lunch @ Private Dining Room 1:30pm - Meeting with The White House 1:45pm - Executive Time @ Oval Office 2:15pm - The President receives his 2:45pm - Executive Time @ Oval Office 3pm - Pre-Brief @ Oval Office 3:30pm - The President meets with	8am - Executive Time @ Oval Office 9am - In-Town Pool Call Time 11am - Meeting with the Chief of Staff @ 11:30am - Executive Time @ Oval Office 11:45am - The President meets to 12:15pm - Executive Time @ Oval Office 12:30pm - The President has lunch with 1:30pm - Executive Time @ Oval Office 1:45pm - Pre-Brief @ Oval Office 2:40pm - Executive Time @ Oval Office 3pm - Media Engagement @ Diplomatic 3:20pm - Out-of-Town Pool Call Time 3:30pm - Executive Time @ Oval Office 4pm - The President and THE FIRST	7:30am - Travel Pool Call Time 9:15am - The President Plays Golf at
3	4	5	6	7	8	9
8:30am - The President Plays Golf at 6:05pm - The President and THE 6:15pm - The President and THE 6:30pm - The President and THE FIRST 8:35pm - The President and THE 8:40pm - The President and THE FIRST 8:50pm - The President and THE FIRST 10:50pm - The President and THE FIRST 11:05pm - The President and THE FIRST 11:15pm - The President and THE FIRST	8am - Executive Time (3 hr) @ Oval 10am - In-Town Pool Call Time 11am - Meeting With the Chief of Staff 11:30am - Executive Time (15 min) @ 11:45am - The President receives his 12:15pm - Executive Time (30 min) @ 12:45pm - The President has lunch with 1:45pm - Executive Time (15 min) @ Oval 2pm - Border Meeting (45 min) @ Oval 2:45pm - Executive Time (15 min) @ Oval 3pm - Speech Prep (2 hr) @ Oval Office	8am - Executive Time (3 hr) @ Oval 10am - In-Town Pool Call Time 11am - Meeting With the Chief of Staff 11:30am - Executive Time (1 hr) @ Oval 12:30pm - Luncheon with Television 2pm - Executive Time (15 min) @ Oval 2:15pm - Photo Opportunity With the 2:30pm - Speech Prep (3 hr) @ Oval 5:30pm - Executive Time (3 hr) @ Oval 7:50pm - THE FIRST LADY departs the 8:30pm - The President departs the White 8:40pm - The President arrives at the	8am - Executive Time (3 hr) @ Oval 10am - In-Town Pool Call Time 11am - Meeting With the Chief of Staff 11:30am - Media Engagement (30 min) @ 12pm - Executive Time (30 min) @ Oval 12:30pm - Lunch (1 hr) @ Private Dining 1:30pm - The President announces the 2pm - Executive Time (50 min) @ Oval 2:50pm - The President departs the White 2:55pm - The President arrives at the 3pm - The President delivers remarks to 3:35pm - The President departs the	7:15am - In-Town Pool Call Time 7:50am - The President departs the White 7:55am - The President arrives at the 8am - The President delivers remarks at 9:35am - The President departs the 9:40am - The President arrives at the 9:45am - Executive Time (1 hr, 15 min) @ 11am - Meeting With the Chief of Staff 11:30am - Executive Time (15 min) @ 11:45am - The President receives his 12:15pm - Executive Time (30 min) @ 12:45pm - The President has lunch with	10am - In-Town Pool Call Time 12:15pm - The President departs the 12:25pm - The President arrives at the 12:35pm - The President departs the 12:40pm - The President arrives at 4:25pm - The President departs Walter 4:30pm - The President arrives at the 4:40pm - The President departs 4:50pm - The President arrives at the	12pm - In-Town Pool Call Time
10	11	12	13	14	15	16
12pm - In-Town Pool Call Time	10am - In-Town Pool Call Time 11:45am - The President receives his 12:30pm - The President has lunch with 2:50pm - Out-of-Town Travel Pool Call 3pm - The President signs an 3:15pm - The President holds a 3:35pm - The President departs the White 3:45pm - The President arrives at Joint 3:55pm - The President departs 8:05pm - The President arrives at El Paso	2:05am - The President arrives at Joint 2:15am - The President departs Joint 2:25am - The President arrives at the 9am - In-Town Pool Call Time 11:30am - The President hosts a Cabinet 2:15pm - The President meets with the	9am - In-Town Pool Call Time 12pm - The President and THE FIRST 12:10pm - The President and THE FIRST 12:30pm - The President participates in 1:30pm - The President and THE FIRST 2:50pm - The President departs the White 2:55pm - The President arrives at the JW 3pm - The President delivers remarks at 3:35pm - The President departs the JW 3:40pm - The President arrives at the	10am - In-Town Pool Call Time 11:45am - The President participates in a 2:45pm - The President meets with the	8:30am - In-Town Pool Call Time @ Mar- 10am - The President delivers 11:30am - The President receives his 3:20pm - Out-of-Town Travel Pool Call 4pm - The President and THE FIRST 4:10pm - The President and THE FIRST 4:20pm - The President and THE FIRST 6:40pm - The President and THE FIRST 6:50pm - The President and THE FIRST 7pm - The President and THE FIRST	7am - Out-of-Town Pool Call Time @ 8:40am - The President Goes to Trump
17	18	19	20	21	22	23
9:10am - The President and THE FIRST	7am - Out-of-Town Travel Pool Call Time 8:50am - The President Goes to Trump 3pm - The President and THE FIRST 3:40pm - The President and THE FIRST					
24	25	26	27	28	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
24	25	26	27	28	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
			9am - In-House Pool Call Time 11:30am - The President receives his 12:10pm - The President departs The 12:20pm - The President arrives at Joint 12:30pm - The President departs 2pm - The President arrives at Lima Allen 2:10pm - The President departs Lima 2:25pm - The President arrives at Joint 2:30pm - The President tours Lima Army 2:50pm - The President delivers remarks	9am - In-House Pool Call Time 10:45am - The President departs the 10:55am - The President arrives at a 11am - The President participates in a 12:05pm - The President departs a 12:15pm - The President arrives at the 3:15pm - The President participates in an	8:50am - Out-of-Town Travel Pool Call 9am - In-Town Pool Call Time 9:30am - The President departs the White 9:40am - The President arrives at Joint 9:50am - The President departs 12:05pm - The President arrives at Palm 12:15pm - The President departs Palm 2pm - The President and THE FIRST 9:30pm - The President Drops By The	7am - Travel Pool Call Time @ Mar-a- 9:05am - The President Goes to Trump
24	25	26	27	28	29	30
7am - Out-of-Town Pool Call Time @ 9:15am - The President Plays Golf at 4pm - The President departs Mar-a-Lago 4:10pm - The President arrives at Palm 4:20pm - The President departs Palm 5:45am - Out-Town Pool Call Time @ Mar- 6:25pm - The President arrives at Joint 6:35pm - The President departs Joint 6:45pm - The President arrives at the	9:30am - In-Town Pool Call Time 11:45am - The President meets with the 11:50am - The President participates in a 12:20pm - The President participates in 1pm - The President participates in the 3pm - The President participates in a	9am - In-House Pool Call Time 11:45am - The President receives his 12:45pm - The President departs the 12:50pm - The President arrives at the U. 1pm - The President participates in a 2:05pm - The President departs the U.S. 2:10pm - The President arrives at the 3:15pm - The President meets with	9am - In-House Pool Call Time 11:15am - The President meets with 12:30pm - The President has lunch with 4pm - The President prescribes Medal	9am - In-Town Pool Call Time 11:45am - The President receives his 2:45pm - The President meets with the 3:20pm - Out-of-Town Travel Pool Call 4pm - The President departs the White 4:10pm - The President arrives at Joint 4:20pm - The President departs 5:55pm - The President arrives at Gerald R. 6:05pm - The President departs Gerald R. 6:20pm - The President arrives at Van 7pm - The President delivers remarks at	8am - Out-of-Town Pool Call Time @ 12:10pm - The President departs Palm 12:40pm - The President arrives at the 12:50pm - The President departs Canal 12:55pm - The President arrives at 1pm - The President visits Lake 1:50pm - The President departs Herbert 1:55pm - The President arrives at the 2:05pm - The President departs Canal 2:20pm - The President arrives at Mar-a- 4:30pm - The President holds a press	7am - Out-of-Town Pool Call Time @ 9:35am - The President Plays Golf at 6:45pm - The President participates in a
31	1	2	3	4	5	6
7am - Out-of-Town Pool Call Time @ 9:10am - The President Plays Golf at 4pm - The President and THE FIRST 4:10pm - The President and THE FIRST 4:20pm - The President and THE FIRST 6:25pm - The President and THE FIRST 6:35pm - The President and THE FIRST 6:45pm - The President and THE FIRST	9am - In-House Pool Call Time 11:45am - The President meets with the 12:30pm - The President has lunch with 1:45pm - The President receives his 5:30pm - The President participates in	9am - In-House Pool Call Time 1:45pm - The President meets with the 2:05pm - The President participates in an 3:05pm - The President participates in 6:50pm - The President departs the White 6:55pm - The President arrives at the 7pm - The President participates in the 7:50pm - The President departs the 7:55pm - The President arrives at the	9am - In-House Pool Call Time 6pm - The President is briefed by senior 7:35pm - The President has dinner with	9am - In-House Pool Call Time 11:30am - The President participates in 12:15pm - The President receives his 4:30pm - The President meets with	8:50am - Out-of-Town Travel Pool Call 9am - In-Town Pool Call Time 9:30am - The President departs the White 9:40am - The President arrives at Joint 9:50am - The President departs 2:40pm - The President arrives at Naval 2:50pm - The President departs El 3:10pm - The President arrives at U.S. 3:15pm - The President participates in a 4pm - The President departs U.S. Border 4:10pm - The President arrives at the 4:15pm - The President visits the New 4:50pm - The President departs Calexico, 5:15pm - The President arrives at Naval 5:25pm - The President departs El 6:15pm - The President arrives at Los 6:25pm - The President departs Los	12:10am - The President arrives at Los 12:20am - The President departs Los 1:25am - The President arrives at 1:35am - The President departs 1:50am - The President arrives at the 12pm - Out-of-Town Travel Pool Call 1pm - The President departs RON en 1:05pm - The President arrives at the 1:35pm - The President participates in a 2:05pm - The President delivers remarks 3:10pm - The President departs the 3:25pm - The President arrives at 3:35pm - The President departs Las 7pm - In-Town Pool Call Time @ The 7:40pm - The President arrives at Joint 7:50pm - The President departs Joint 8pm - The President arrives at the White

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>31</div> <div>7am - Out-of-Town Pool Call Time @</div> <div>9:10am - The President Plays Golf at</div> <div>4pm - The President and THE FIRST</div> <div>4:10pm - The President and THE FIRST</div> <div>4:20pm - The President and THE FIRST</div> <div>6:25pm - The President and THE FIRST</div> <div>6:35pm - The President and THE FIRST</div> <div>6:45pm - The President and THE FIRST</div>	<div>1</div> <div>9am - In-House Pool Call Time</div> <div>11:45am - The President meets with the</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President receives his</div> <div>5:30pm - The President participates in</div>	<div>2</div> <div>9am - In-House Pool Call Time</div> <div>1:45pm - The President meets with the</div> <div>2:05pm - The President participates in an</div> <div>3:05pm - The President participates in</div> <div>6:50pm - The President departs the White</div> <div>6:55pm - The President arrives at the</div> <div>7pm - The President participates in the</div> <div>7:50pm - The President departs the</div> <div>7:55pm - The President arrives at the</div>	<div>3</div> <div>9am - In-House Pool Call Time</div> <div>6pm - The President is briefed by senior</div> <div>7:35pm - The President has dinner with</div>	<div>4</div> <div>9am - In-House Pool Call Time</div> <div>11:30am - The President participates in</div> <div>12:15pm - The President receives his</div> <div>4:30pm - The President meets with</div>	<div>5</div> <div>8:50am - Out-of-Town Travel Pool Call</div> <div>9am - In-Town Pool Call Time</div> <div>9:30am - The President departs the White</div> <div>9:40am - The President departs at Joint</div> <div>9:50am - The President departs</div> <div>2:40pm - The President arrives at Naval</div> <div>2:50pm - The President departs El</div> <div>3:10pm - The President arrives at U.S.</div> <div>3:15pm - The President participates in a</div>	<div>6</div> <div>12:10am - The President arrives at Los</div> <div>12:20am - The President departs Los</div> <div>1:25am - The President arrives at</div> <div>1:35am - The President departs</div> <div>1:50am - The President arrives at the</div> <div>12pm - Out-of-Town Travel Pool Call</div> <div>1pm - The President departs RON en</div> <div>1:05pm - The President arrives at the</div> <div>1:35pm - The President participates in a</div>
<div>7</div> <div>11am - In-Town Pool Call Time @ The</div> <div>11am - The President goes to Trump</div>	<div>8</div> <div>9am - In-Town Pool Call Time</div> <div>11:45am - The President participates in a</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President receives his</div> <div>2:30pm - The President meets with the</div>	<div>9</div> <div>9am - In-House Pool Call Time</div> <div>12pm - The President participates in the</div> <div>12:05pm - The President participates in a</div> <div>12:35pm - The President participates in</div> <div>1:35pm - The President participates in</div>	<div>10</div> <div>8:20am - Out-of-Town Travel Pool Call</div> <div>8:30am - In-Town Pool Call Time</div> <div>9am - The President greets the White</div> <div>9:10am - The President arrives at Joint</div> <div>9:20am - The President departs</div> <div>12:40pm - The President arrives at San</div>	<div>11</div> <div>9am - In-House Pool Call Time</div> <div>12pm - The President and THE FIRST</div> <div>12:10pm - The President and THE FIRST</div> <div>12:40pm - The President participates in</div> <div>1:40pm - The President and THE FIRST</div> <div>2:15pm - The President greets World War</div>	<div>12</div> <div>9am - In-Town Pool Call Time</div> <div>11:30am - The President receives his</div> <div>2:25pm - The President delivers remarks</div> <div>3:15pm - The President meets with the</div>	<div>13</div> <div>8:30am - In-House Pool Call Time</div> <div>10:10am - The President goes to Trump</div>
<div>14</div> <div>8:30am - In-House Pool Call Time</div> <div>10:05am - The President goes to Trump</div>	<div>15</div> <div>9am - In-Town Pool Call Time</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>10:40am - The President departs the</div> <div>10:50am - The President arrives at Joint</div> <div>11am - The President departs</div> <div>1:25pm - The President arrives at</div> <div>1:35pm - The President departs</div>	<div>16</div> <div>9am - In-Town Pool Call Time</div> <div>12:15pm - The President has lunch with</div> <div>4pm - The President participates in the</div>	<div>17</div> <div>9am - In-House Pool Call Time</div> <div>2pm - The President participates in an</div>	<div>18</div> <div>7:30am - In-Town Pool Call Time</div> <div>10:30am - The President delivers</div> <div>11:45am - The President meets with the</div> <div>1:30pm - The President receives his</div> <div>3:20pm - Out-of-Town Travel Pool Call</div> <div>4pm - The President and THE FIRST</div> <div>4:10pm - The President and THE FIRST</div>	<div>19</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>9:15am - The President Plays Golf at</div>	<div>20</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>9:05am - The President Plays Golf at</div>
<div>21</div> <div>9:15am - Out-of-Town Pool Call Time @</div> <div>11am - Donald Trump goes to The</div> <div>4pm - The President and THE FIRST</div> <div>4:10pm - The President and THE FIRST</div> <div>4:20pm - The President and THE FIRST</div> <div>4:45pm - In-Town Pool Call Time</div> <div>6:25pm - The President and THE FIRST</div> <div>6:35pm - The President and THE FIRST</div> <div>7pm - The President and THE FIRST</div>	<div>22</div> <div>9am - In-House Pool Call Time</div> <div>10:15am - The President and THE FIRST</div> <div>11am - The President and THE FIRST</div> <div>1:30pm - The President receives his</div>	<div>23</div> <div>9am - In-House Pool Call Time</div> <div>11:45am - The President participates in a</div> <div>12:30pm - The President has lunch with</div> <div>3:45pm - The President participates in a</div>	<div>24</div> <div>9am - In-Town Pool Call Time</div> <div>10am - Out-of-Town Travel Pool Call</div> <div>10:40am - The President and THE FIRST</div> <div>10:50am - The President and THE FIRST</div> <div>11am - The President and THE FIRST</div> <div>12:30pm - The President and THE FIRST</div> <div>12:40pm - The President and THE FIRST</div> <div>12:55pm - The President and THE FIRST</div> <div>1:15pm - The President and THE FIRST</div> <div>2:15pm - The President and THE FIRST</div> <div>2:30pm - The President and THE FIRST</div> <div>2:40pm - The President and THE FIRST</div> <div>4:05pm - The President and THE FIRST</div>	<div>25</div> <div>9am - In-House Pool Call Time</div> <div>12pm - The President receives his</div> <div>12:45pm - The President has lunch with</div> <div>4:30pm - The President delivers remarks</div>	<div>26</div> <div>8am - In-Town Pool Call Time</div> <div>8:20am - Out-of-Town Travel Pool Call</div> <div>9am - The President departs the White</div> <div>9:10am - The President arrives at Joint</div> <div>9:20am - The President departs Joint</div> <div>10:50am - The President arrives at</div> <div>11am - The President departs</div> <div>11:15am - The President arrives at Lucas</div> <div>11:35am - The President delivers</div> <div>12:40pm - The President departs Lucas</div> <div>12:55pm - The President arrives at</div> <div>1:05pm - The President departs</div> <div>2:25pm - The President arrives at Joint</div>	<div>27</div> <div>6:45am - In-Town Pool Call Time</div> <div>8am - South Lawn Departure</div> <div>8:30am - The President departs the</div> <div>8:45am - The President arrives at the</div> <div>9am - The President golfs with Prime</div> <div>1:30pm - The President departs the</div> <div>1:45pm - The President arrives at the</div> <div>4:20pm - Out-of-Town Travel Pool Call</div> <div>5pm - The President departs the White</div> <div>5:10pm - The President arrives at Joint</div> <div>5:20pm - The President departs</div> <div>7:15pm - The President arrives at Green</div> <div>7:25pm - The President departs Green</div>
<div>28</div> <div>10am - The President golfs at Trump</div> <div>12pm - In-Town Pool Call Time</div>	<div>29</div> <div>9am - In-Town Pool Call Time</div> <div>12:45pm - The President has lunch with</div> <div>3:45pm - The President welcomes</div>	<div>30</div> <div>9am - In-House Pool Call Time</div> <div>10:30am - The President participates in a</div> <div>12pm - The President receives his</div> <div>3:30pm - The President greets 2018</div> <div>3:40pm - The President participates in</div>	<div>1</div> <div>10am - In-House Pool Call Time</div> <div>2:15pm - The President meets with</div> <div>6:30pm - The President and THE FIRST</div>	<div>2</div> <div>8:30am - In-Town Pool Call Time</div> <div>11am - The President and THE FIRST</div> <div>2:30pm - The President meets with</div>	<div>3</div> <div>9am - In-Town Pool Call Time</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President participates in</div> <div>1:50pm - The President meets with the</div> <div>2:05pm - The President participates in an</div>	<div>4</div> <div>10am - The President goes to Trump</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	1	2	3	4
10am - The President golfs at Trump 12pm - In-Town Pool Call Time	9am - In-Town Pool Call Time 12:45pm - The President has lunch with 3:45pm - The President welcomes	9am - In-House Pool Call Time 10:30am - The President participates in a 12pm - The President receives his 3:30pm - The President greets 2018 3:40pm - The President participates in	10am - In-House Pool Call Time 2:15pm - The President meets with 6:30pm - The President and THE FIRST	8:30am - In-Town Pool Call Time 11am - The President and THE FIRST 2:30pm - The President meets with	9am - In-Town Pool Call Time 12:30pm - The President has lunch with 1:45pm - The President participates in 1:50pm - The President meets with the 2:05pm - The President participates in an	10am - The President goes to Trump
5	6	7	8	9	10	11
8:30am - In-House Pool Call Time	9am - In-House Pool Call Time 12:15pm - The President presents 2:15pm - The President receives his 6pm - The President presents the	9am - In-House Pool Call Time 11am - The President greets the 12:15pm - The President has lunch with 3pm - The President participates in a	9am - In-Town Pool Call Time 11:30am - The President hosts a Cabinet 2:45pm - Out-of-Town Travel Pool Call 3:25pm - The President departs the White 3:35pm - The President arrives at Joint	12am - The President arrives at Joint 12:10am - The President hosts Joint 12:20am - The President arrives at the 9am - In-house Pool Call Time 11:45am - The President delivers	9am - In-House Pool Call Time 4:15pm - The President and THE FIRST	8:30am - In-Town Pool Call Time 9:55am - The President goes to Trump
12	13	14	15	16	17	18
8:30am - In-Town Pool Call Time	10am - In-House Pool Call Time 11:30am - The President receives his 12:15pm - The President signs an 12:30pm - The President has lunch with 2pm - The President participates in the 2:05pm - The President participates in a 2:20pm - The President participates in an 2:50pm - The President participates in 8:30pm - The President participates in	9am - In-House Pool Call Time 10:10am - Out-of-Town Travel Pool Call 11am - The President departs the White 11:10am - The President arrives at Joint 11:20am - The President departs 2pm - The President arrives at Chennault 2:10pm - The President departs Lake 2:40pm - The President arrives at 3pm - The President participates in a 3:10pm - The President delivers remarks	9am - In-House Pool Call Time 10:40am - The President departs the 10:45am - The President arrives at the U. 11am - The President delivers 12:30pm - The President departs the U.S. 12:30pm - The President arrives at the 2:45pm - The President meets with the 7pm - The President and THE FIRST	9am - In-Town Pool Call Time 11:45am - The President participates in 11:50am - The President meets with the 1:30pm - The President receives his 2:30pm - The President delivers remarks 3:25pm - Out-of-Town Travel Pool Call 4:15pm - The President departs the White 4:25pm - The President arrives at Joint 4:35pm - The President departs 5:30pm - The President arrives at John F.	7:45am - Out-of-Town Pool Call Time @ 9am - In-House Pool Call Time 9:10am - The President departs Trump 9:25am - The President arrives at Wall 9:35am - The President departs Wall 9:50am - The President arrives at John F. 10am - The President departs New York, 10:55am - The President arrives at Joint 11:05am - The President departs Joint 11:15am - The President arrives at the	8:30am - In-House Pool Call Time @ The 10:25am - The President goes to Trump
19	20	21	22	23	24	25
8:30am - In-House Pool Call Time @ The 10am - The President goes to Trump	10am - In-Town Pool Call Time @ The 12pm - The President receives his 5pm - Out-of-Town Travel Pool Call Time 5:40pm - The President departs the White 5:50pm - The President arrives at Joint 6pm - The President departs Washington 6:50pm - The President arrives at 7pm - The President delivers remarks at 8:35pm - The President departs 9:25pm - The President arrives at Joint	10am - In-Town Pool Call Time 12:30pm - The President has lunch with 2:15pm - The President participates in an	10am - In-House Pool Call Time @ The 11:15am - The President meets with 11:35am - The President delivers 3:10pm - The President participates in 6:20pm - The President departs the White 6:25pm - The President arrives at Trump 7pm - The President participates in a 7:30pm - The President delivers remarks 8:05pm - The President departs Trump 8:10pm - The President arrives at the	9am - In-Town Pool Call Time 11am - The President meets with the 3:15pm - The President delivers	9am - In-House Pool Call Time 10:20am - Out-of-Town Pool Call Time 11:40am - The President and THE FIRST 11:50am - The President and THE FIRST 12pm - The President and THE FIRST 7:35pm - The President meets with	4am - Out-of-Town Travel Pool Call Time 4:10am - The President and THE FIRST 4:25am - The President and THE 4:45am - The President and THE 4:55am - The President and THE FIRST 6am - The President and THE FIRST 6:10am - The President and THE FIRST 6:15pm - Out-of-Town Travel Pool Call 7:10pm - The President departs the RON 7:20pm - The President arrives at Hardy
26	27	28	29	30	31	1
12:35am - The President departs Chiba, 1:05am - The President arrives at Hardy 1:15am - The President departs Hardy 1:25am - The President arrives at the 3:35am - The President and THE 3:50am - The President and THE 4am - The President and THE FIRST 5:35am - The President and THE 5:55am - The President and THE FIRST 6am - The President and THE FIRST	12:05am - The President and THE FIRST 1am - The President participates in a 1:40am - The President and THE FIRST 1:50am - The President and THE FIRST 5:55am - The President and THE FIRST 6am - The President and THE FIRST 6:05am - The President and THE FIRST 8:45am - The President and THE FIRST 8:50am - The President and THE FIRST 8pm - Out-of-Town Travel Pool Call Time	6:25am - The President Stops at 1:30pm - In-Town Pool Call Time @ The 2:15pm - The President and THE FIRST 2:25pm - The President and THE FIRST 2:35pm - The President and THE FIRST	9am - In-House Pool Call Time @ The 11:30am - The President receives his 12:15pm - The President participates in 12:30pm - The President has lunch with 3:30pm - The President meets with the	6:30am - Out-of-Town Travel Pool Call 7am - In-Town Pool Call Time @ The 7:45am - The President departs the White 7:55am - The President arrives at Joint 8:05am - The President departs 11:30am - The President arrives at 11:40am - The President departs 12:10pm - The President arrives at 12:40pm - The President delivers 4:05pm - The President departs United	9am - In-House Pool Call Time 11:30am - The President receives his 5:30pm - The President and THE FIRST	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
12:35am - The President departs Chiba, 1:05am - The President arrives at Hardy 1:15am - The President departs Hardy 1:25am - The President arrives at the 3:35am - The President and THE	12:05am - The President and THE FIRST 1am - The President participates in a 1:40am - The President and THE FIRST 1:50am - The President and THE FIRST 5:55am - The President and THE FIRST	6:25am - The President Stops at 1:30pm - In-Town Pool Call Time @ The 2:15pm - The President and THE FIRST 2:25pm - The President and THE FIRST 2:35pm - The President and THE FIRST	9am - In-House Pool Call Time @ The 11:30am - The President receives his 12:15pm - The President participates in 12:30pm - The President has lunch with 3:30pm - The President meets with the	6:30am - Out-of-Town Travel Pool Call 7am - In-Town Pool Call Time @ The 7:45am - The President departs the White 7:55am - The President arrives at Joint 8:05am - The President departs	9am - In-House Pool Call Time 11:30am - The President receives his 5:30pm - The President and THE FIRST	
2	3	4	5	6	7	8
	11:35am - The President and THE FIRST 11:45am - The President and THE FIRST 11:55am - The President and THE FIRST 2:30pm - The President and THE FIRST 2:40pm - The President and THE FIRST 3:10pm - The President and THE FIRST 3:30pm - The President and THE FIRST 3:45pm - The President and THE FIRST 5:35pm - The President and THE FIRST	7:30am - Out-of-Town Travel Pool Call 9:10am - The President departs Winfield 9:20am - The President arrives 9:30am - The President departs 9:40am - The President arrives at St. 9:45am - The President participates in a 11:10am - The President and THE 11:20am - The President and THE FIRST 11:25am - The President and THE FIRST	2am - Out-of-Town Travel Pool Call Time 4:35am - The President and THE FIRST 5:25am - The President and THE FIRST 5:35am - The President and THE FIRST 5:40am - The President and THE FIRST 5:45am - The President participates in a 6:15am - The President and THE FIRST 7:45am - The President and THE FIRST 8am - The President and THE FIRST	12:30am - Out-of-Town Travel Pool Call 2:05am - The President and THE FIRST 2:25am - The President and THE FIRST 2:35am - The President and THE 4am - The President and THE FIRST 4:10am - The President and THE FIRST 4:30am - The President and THE FIRST 5am - The President and THE FIRST 6am - The President and THE FIRST	7:30am - Out-of-Town Travel Pool Call 9am - The President and THE FIRST 9:20am - The President and THE FIRST 9:30am - The President and THE FIRST 4pm - In-Town Pool Call Time @ The 4:25pm - The President and THE FIRST 4:35pm - The President and THE FIRST 4:45pm - The President and THE FIRST	8:30am - In-House Pool Call Time @ The 10:15am - The President goes to Trump
9	10	11	12	13	14	15
8:30am - In-House Pool Call Time @ The 9:45am - The President goes to Trump	9am - In-Town Pool Call Time @ The 11:30am - The President receives his 12:30pm - The President has lunch with 3pm - The President participates in a 4pm - The President Meets with 103rd	10am - In-Town Pool Call Time @ The 11:35am - Out-of-Town Travel Pool Call 12:15pm - The President departs the 12:25pm - The President arrives at Joint 12:35pm - The President departs	9am - In-Town Pool Call Time @ The 11am - The President receives 12pm - The President and THE FIRST 12:10pm - The President and THE FIRST 12:35pm - The President participates in	10am - In-House Pool Call Time @ The 12:30pm - The President has working 4pm - The President delivers remarks on	8am - The President calls for an interview 9am - In-House Pool Call Time @ The 12:30pm - The President has lunch with 1:45pm - The President meets with the 3:30pm - The President delivers remarks	8:30am - In-Town Pool Call Time @ The 10:15am - The President goes to Trump
16	17	18	19	20	21	22
8:30am - In-Town Pool Call Time @ The 9:55am - The President goes to Trump	9am - In-House Pool Call Time @ The 12:30pm - The President has lunch with	9am - In-Town Pool Call Time @ The 11:30am - The President receives 3pm - Out-of-Town Travel Pool Call Time 3:50pm - The President and THE FIRST 4pm - The President and THE FIRST	9:30am - Out-of-Town Pool Call Time @ 11:30am - The President participates in a 12:30pm - The President delivers 1:05pm - The President departs Doral, FL, 1:20pm - The President arrives at Miami	9am - In-House Pool Call Time @ The 12pm - The President arrives in the 12:05pm - The President participates in a 12:25pm - The President participates in 1:25pm - The President participates in	10am - In-House Pool Call Time @ The 11:30am - The President receives his 12:30pm - The President has lunch with 2:30pm - The President and THE FIRST 5:45pm - The President and THE FIRST	9:30am - In-House Pool Call Time @ The 10am - The President departs the White 10:30am - The President arrives at Camp
23	24	25	26	27	28	29
8:30am - In-House Pool Call Time @ 3:30pm - The President returns to the 4pm - The President returns to the White	9am - In-House Pool Call Time @ The 11am - The President participates in a 11:45am - The President signs an 12pm - The President receives 12:45pm - The President has lunch with 3pm - The President signs an Executive	9am - In-House Pool Call Time @ The 11:45am - The President hosts a 1:45pm - The President signs an 3:25pm - The President presents the 6:20pm - The President departs the White 6:25pm - The President arrives at Trump 7pm - The President participates in a 7:30pm - The President delivers remarks 8:05pm - The President departs Trump 8:10pm - The President arrives at the	8:15am - The President calls in to Fox 9am - In-House Pool Call Time @ The 10:30am - The President departs the 10:40am - The President arrives 11am - The President delivers remarks at 12:05pm - The President departs 12:15pm - The President arrives at the 12:40pm - The President departs the 12:50pm - The President arrives at Joint 1pm - The President departs Washington,	6am - The President arrives at Osaka 6:10am - The President departs Osaka 6:30am - The President arrives at the 7am - The President participates in a 6:15pm - Out-of-Town Travel Pool Call 7:05pm - The President departs the RON 7:25pm - The President arrives at INTEX 7:30pm - The President participates in a 8:15pm - The President participates in a 8:35pm - The President participates in a	1am - The President participates in a 2:30am - The President participates in a 3:05am - The President departs INTEX 3:25am - The President arrives at the 5:15am - The President departs the RON 5:30am - The President arrives at Osaka 5:35am - The President participates in 8:05am - The President departs Osaka 8:20am - The President arrives at the 6:15pm - Out-of-Town Travel Pool Call	12:05am - The President participates in 12:45am - The President participates in 1:05am - The President departs INTEX 1:25am - The President arrives at RON 2:25am - The President holds a press 3:50am - The President departs RON en 4:10am - The President arrives at Osaka 4:20am - The President departs Osaka, 5:50am - The President arrives at Seoul, 6am - The President departs Osan Air
30	1	2	3	4	5	6
12:05am - The President participates in 12:25am - The President departs the 12:35am - The President arrives at the 12:45am - The President departs the 1:10am - The President arrives at the	9am - In-House Pool Call Time @ The 12:30pm - The President has lunch with 1:45pm - The President receives his 4pm - The President participates in a	9am - In-House Pool Call Time @ The	9am - In-House Pool Call Time @ The 12pm - The President receives his 12:45pm - The President has lunch with	7:30am - In-House Pool Call Time @ The 9:05am - The President goes to Trump 6:15pm - The President and THE FIRST 6:20pm - The President and THE FIRST 6:30pm - The President delivers remarks	9am - In-House Pool Call Time @ The 10am - The President and THE FIRST 10:10am - The President and THE FIRST 10:20am - The President and THE FIRST 11:10am - The President and THE FIRST	10am - Out-of-Town Pool Call Time @

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>30</div> <div>12:05am - The President participates in</div> <div>12:25am - The President departs the</div> <div>12:35am - The President arrives at the</div> <div>12:45am - The President departs the</div> <div>1:10am - The President arrives at the</div> <div>1:20am - The President departs the Joint</div> <div>1:30am - The President arrives at the</div>	<div>1</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President receives his</div> <div>4pm - The President participates in a</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div>	<div>3</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>12:45pm - The President has lunch with</div>	<div>4</div> <div>7:30am - In-House Pool Call Time @ The</div> <div>9:05am - The President goes to Trump</div> <div>6:15pm - The President and THE FIRST</div> <div>6:20pm - The President and THE FIRST</div> <div>6:30pm - The President delivers remarks</div> <div>7:40pm - The President and THE FIRST</div> <div>7:45pm - The President and THE FIRST</div>	<div>5</div> <div>9am - In-House Pool Call Time @ The</div> <div>10am - The President and THE FIRST</div> <div>10:10am - The President and THE FIRST</div> <div>10:20am - The President and THE FIRST</div> <div>11:10am - The President and THE FIRST</div> <div>11:20am - The President and THE FIRST</div> <div>11:30am - The President and THE FIRST</div>	<div>6</div> <div>10am - Out-of-Town Pool Call Time @</div>
<div>7</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>4pm - The President and THE FIRST</div> <div>4:10pm - The President and THE FIRST</div> <div>4:20pm - The President and THE FIRST</div> <div>5:10pm - The President and THE FIRST</div> <div>5:20pm - The President and THE FIRST</div> <div>5:30pm - The President and THE FIRST</div>	<div>8</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President participates in a</div> <div>12pm - The President receives his</div> <div>12:45pm - The President has lunch with</div> <div>3:30pm - The President delivers</div> <div>7:20pm - The President attends a dinner</div>	<div>9</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President participates in the</div> <div>12:05pm - The President participates in a</div> <div>12:20pm - The President participates in a</div> <div>12:35pm - The President participates in</div> <div>1:35pm - The President participates in</div>	<div>10</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President departs the White</div> <div>11:05am - The President arrives at the</div> <div>11:10am - The President delivers</div> <div>11:5am - The President departs the</div> <div>11:55am - The President arrives at the</div>	<div>11</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>3:45pm - The President delivers remarks</div> <div>5pm - The President delivers remarks on</div>	<div>12</div> <div>7:55am - Out-of-Town Travel Pool Call</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>9:15am - The President departs the White</div> <div>9:25am - The President arrives at Joint</div> <div>9:35am - The President departs</div> <div>11:25am - The President arrives at</div> <div>11:35am - The President departs</div>	<div>13</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>10:10am - The President golfs at Trump</div>
<div>14</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>10:15am - The President goes to Trump</div>	<div>15</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President hosts the 3rd</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President receives his</div>	<div>16</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:30am - The President participates in a</div> <div>12:45pm - The President has lunch with</div> <div>4pm - The President receives his</div>	<div>17</div> <div>9am - In-House Pool Call Time</div> <div>2pm - The President receives his</div> <div>3:45pm - Out-of-Town Travel Pool Call</div> <div>4:20pm - The President meets with</div> <div>4:45pm - The President departs the White</div> <div>4:55pm - The President arrives at Joint</div> <div>5:05pm - The President departs Joint</div> <div>6pm - The President arrives at Pitt-</div>	<div>18</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President and THE FIRST</div> <div>1:30pm - The President participates in</div> <div>1:35pm - The President participates in a</div> <div>1:55pm - The President participates in an</div> <div>2:35pm - The President and THE FIRST</div> <div>2:55pm - The President participates in</div>	<div>19</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President and THE FIRST</div> <div>1:50pm - Out-of-Town Pool Call Time @</div> <div>3pm - The President and THE FIRST</div> <div>3:10pm - The President and THE FIRST</div> <div>3:20pm - The President and THE FIRST</div> <div>4:10pm - The President and THE FIRST</div> <div>4:20pm - The President and THE FIRST</div>	<div>20</div> <div>10am - Out-of-Town Pool Call Time @</div>
<div>21</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>4pm - The President departs Bedminster,</div> <div>4:10pm - The President arrives at</div> <div>4:20pm - The President arrives at</div> <div>4:30pm - In-Town Pool Call Time @ The</div> <div>5:10pm - The President arrives at Joint</div> <div>5:20pm - The President departs Joint</div> <div>5:30pm - The President arrives at the</div>	<div>22</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:05am - The President pays respects</div> <div>12:05pm - The President participates in a</div> <div>12:50pm - The President participates in</div> <div>2:15pm - The President participates in</div>	<div>23</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:45am - The President departs the</div> <div>10:50am - The President arrives at the</div> <div>11:05am - The President departs</div> <div>11:55am - The President departs the</div> <div>12pm - The President arrives at the White</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President receives his</div> <div>4pm - The President meets with</div>	<div>24</div> <div>10am - In-House Pool Call Time @ The</div> <div>2:40pm - Out-of-Town Pool Call Time @</div> <div>4:10pm - The President departs the White</div> <div>4:20pm - The President arrives at Joint</div> <div>4:30pm - The President departs</div> <div>5:30pm - The President arrives at</div> <div>5:40pm - The President departs Wheeling</div> <div>6pm - The President arrives at Wesbanco</div> <div>6:30pm - The President delivers remarks</div>	<div>25</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President departs the White</div> <div>11:10am - The President arrives at the</div> <div>11:15am - The President participates in a</div> <div>12:05pm - The President departs</div> <div>12:15pm - The President arrives at the</div> <div>3:30pm - The President participates</div>	<div>26</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>2pm - The President meets with the</div> <div>3:45pm - The President signs agreement</div> <div>8pm - The President and First Lady go to</div>	<div>27</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>11:15am - The President goes to Trump</div>
<div>28</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>8:55am - The President goes to Trump</div>	<div>29</div> <div>8am - In-House Pool Call Time @ The</div> <div>10am - The President participates in a</div> <div>11:45am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President meets with Inner</div>	<div>30</div> <div>7:55am - Out-of-Town Pool Call Time @</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>9am - The President departs the White</div> <div>9:10am - The President arrives at Joint</div> <div>9:20am - The President departs Joint</div> <div>10:15am - The President arrives at</div> <div>10:25am - The President departs</div> <div>10:55am - The President arrives at</div> <div>11:15am - The President delivers</div>	<div>31</div> <div>9am - In-House Pool Call Time</div> <div>1:45pm - The President participates in</div> <div>2pm - The President participates in</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>12:45pm - The President has lunch with</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>3:30pm - The President departs the White</div> <div>3:40pm - The President arrives at Joint</div> <div>3:50pm - The President departs Joint</div> <div>5:10pm - The President arrives at</div> <div>5:20pm - The President departs</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:45pm - The President makes an</div> <div>2:40pm - Out-of-Town Travel Pool Call</div> <div>4pm - The President departs the White</div> <div>4:10pm - The President arrives at Joint</div> <div>4:20pm - The President departs</div> <div>5:10pm - The President arrives at</div> <div>5:20pm - The President departs</div> <div>5:35pm - The President arrives at</div>	<div>3</div> <div>10am - Out-of-Town Pool Call Time @</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>28</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>8:55am - The President goes to Trump</div> <div>Out of State</div>	<div>29</div> <div>8am - In-House Pool Call Time @ The</div> <div>10am - The President participates in a</div> <div>11:45am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President meets with Inner</div> <div>Out of State</div>	<div>30</div> <div>7:55am - Out-of-Town Pool Call Time @</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>9am - The President departs the White</div> <div>9:10am - The President arrives at Joint</div> <div>9:20am - The President departs Joint</div> <div>10:15am - The President arrives at</div> <div>10:25am - The President departs</div> <div>10:55am - The President arrives at</div> <div>11:15am - The President delivers</div> <div>Out of State</div>	<div>31</div> <div>9am - In-House Pool Call Time</div> <div>1:45pm - The President participates in</div> <div>2pm - The President participates in an</div> <div>Out of State</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>12:45pm - The President has lunch with</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>3:30pm - The President departs the White</div> <div>3:40pm - The President arrives at Joint</div> <div>3:50pm - The President departs Joint</div> <div>5:10pm - The President arrives at</div> <div>5:20pm - The President departs</div> <div>Out of State</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:45pm - The President makes an</div> <div>2:40pm - Out-of-Town Travel Pool Call</div> <div>4pm - The President departs the White</div> <div>4:10pm - The President arrives at Joint</div> <div>4:20pm - The President departs</div> <div>5:10pm - The President arrives at</div> <div>5:20pm - The President departs</div> <div>5:35pm - The President arrives at</div> <div>Out of State</div>	<div>3</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>Out of State</div>
<div>4</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>4pm - The President and FIRST LADY</div> <div>4:15pm - The President and FIRST LADY</div> <div>4:25pm - The President and FIRST LADY</div> <div>4:30pm - In-House Pool Call Time @</div> <div>5:15pm - The President and FIRST LADY</div> <div>5:25pm - The President and FIRST LADY</div> <div>5:35pm - The President and FIRST LADY</div> <div>Out of State</div>	<div>5</div> <div>9am - In-House Pool Call Time @ The</div> <div>10am - The President delivers remarks @</div> <div>11:45am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>Out of State</div>	<div>6</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>7</div> <div>7:40am - Out-of-Town Pool Call Time @</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>9am - The President and THE FIRST</div> <div>9:10am - The President and THE FIRST</div> <div>9:20am - The President and THE FIRST</div> <div>10:35am - The President and THE FIRST</div> <div>11:30am - The President and THE FIRST</div> <div>12:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>8</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>12:45pm - The President has lunch with</div> <div>Out of State</div>	<div>9</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:30am - The President departs the White</div> <div>9:40am - The President arrives at Joint</div> <div>9:50am - The President departs</div> <div>11am - The President arrives at Francis</div> <div>11:10am - The President departs</div> <div>11:30am - The President arrives at a</div> <div>Out of State</div>	<div>10</div> <div>10am - In-House Pool Call Time @</div> <div>Out of State</div>
<div>11</div> <div>10am - In-House Pool Call Time @</div> <div>Out of State</div>	<div>12</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>10am - Press Briefing with Acting</div> <div>Out of State</div>	<div>13</div> <div>9:30am - Out-of-Town Pool Call Time @</div> <div>11:30am - The President departs</div> <div>11:45am - The President arrives at</div> <div>11:55am - The President departs</div> <div>1:05pm - The President arrives at</div> <div>1:15pm - The President departs</div> <div>1:35pm - The President arrives at Shell</div> <div>Out of State</div>	<div>14</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>Out of State</div>	<div>15</div> <div>2:30pm - Out-of-Town Pool Call Time @</div> <div>4:30pm - The President departs</div> <div>4:45pm - The President arrives at</div> <div>4:55pm - The President departs</div> <div>5:55pm - The President arrives at</div> <div>6:05pm - The President departs</div> <div>6:15pm - The President arrives at SNHU</div> <div>Out of State</div>	<div>16</div> <div>Out of State</div>	<div>17</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>Out of State</div>
<div>18</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>4pm - The President and THE FIRST</div> <div>4:15pm - The President and THE FIRST</div> <div>4:25pm - The President and THE FIRST</div> <div>5pm - In-House Pool Call Time @ Joint</div> <div>5:15pm - The President and THE FIRST</div> <div>5:25pm - The President and THE FIRST</div> <div>5:35pm - The President and THE FIRST</div> <div>Out of State</div>	<div>19</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:30am - The President receives his</div> <div>Out of State</div>	<div>20</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:45pm - The President has lunch with</div> <div>2pm - The President participates in the</div> <div>2:10pm - The President participates in a</div> <div>2:30pm - The President participates in an</div> <div>Out of State</div>	<div>21</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:10am - Out-of-Town Pool Call Time @</div> <div>11:15am - The President departs</div> <div>11:25am - The President arrives at Joint</div> <div>11:35am - The President departs</div> <div>1:25pm - The President arrives at</div> <div>1:35pm - The President departs</div> <div>1:45pm - The President arrives at the</div> <div>Out of State</div>	<div>22</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>4:30pm - The President presents the</div> <div>Out of State</div>	<div>23</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>9:20pm - Out-of-Town Pool Call Time @</div> <div>10:40pm - The President and THE FIRST</div> <div>10:50pm - The President and THE FIRST</div> <div>11pm - The President and THE FIRST</div> <div>Out of State</div>	<div>24</div> <div>6am - The President and THE FIRST</div> <div>6:10am - The President and THE</div> <div>6:15am - The President and THE</div> <div>6:25am - The President and THE</div> <div>7:30am - The President holds a working</div> <div>9:05am - The President and THE FIRST</div> <div>9:15am - The President and THE FIRST</div> <div>9:25am - The President and THE FIRST</div> <div>Out of State</div>
<div>25</div> <div>2:15am - The President participates in a</div> <div>3:20am - The President departs the RON</div> <div>3:25am - The President arrives at Centre</div> <div>3:30am - The President participates in</div> <div>5:15am - The President participates in a</div> <div>6:20am - The President participates in a</div> <div>7am - The President participates in a G7</div> <div>9am - The President participates in a G7</div> <div>Out of State</div>	<div>26</div> <div>2:30am - The President participates in a</div> <div>3:05am - The President departs the RON</div> <div>3:10am - The President arrives at the</div> <div>3:15am - The President participates in a</div> <div>4am - The President participates in a G7</div> <div>6am - The President participates in a</div> <div>7am - The President participates in a G7</div> <div>8:45am - The President participates in</div> <div>Out of State</div>	<div>27</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>Out of State</div>	<div>28</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>1pm - The President has lunch with the</div> <div>Out of State</div>	<div>29</div> <div>10am - In-House Pool Call Time @ The</div> <div>4pm - The President participates in the</div> <div>Out of State</div>	<div>30</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>5:30pm - The President departs the White</div> <div>6:05pm - The President arrives at Camp</div> <div>Out of State</div>	<div>31</div> <div>7:30am - In-House Pool Call Time @</div> <div>10:05am - The President goes to Trump</div> <div>4pm - The President receives a</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>1</div> <p>9am - In-House Pool Call Time @ Camp 10:30am - The President departs Camp 11:05am - The President arrives at the 12:40pm - The President departs the</p>	<div>2</div> <p>8am - In-House Pool Call Time @ The 10:05am - The President goes to Trump</p>	<div>3</div> <p>9am - In-House Pool Call Time @ The 11:45am - The President receives his 3:30pm - The President meets with the</p>	<div>4</div> <p>9am - In-House Pool Call Time @ The 11:30am - The President receives a 12:45pm - The President has lunch with 2:15pm - The President participates in</p>	<div>5</div> <p>9am - In-House Pool Call Time @ The 11:45am - The President receives his 1:45pm - The President meets with the 4:30pm - The President presents the</p>	<div>6</div> <p>9am - In-House Pool Call Time @ The</p>	<div>7</div> <p>9:30am - In-House Pool Call Time @ The 11:05am - The President goes to Trump</p>
<div>8</div> <p>9:30am - In-House Pool Call Time @ The 10:05am - The President goes to Trump</p>	<div>9</div> <p>8am - In-House Pool Call Time @ The 11am - The President presents the Medal 1pm - Press Briefing with Acting 2:15pm - The President departs the White 2:25pm - The President arrives at Joint 2:35pm - The President departs 3:40pm - The President arrives at Marine 5:40pm - The President departs</p>	<div>10</div> <p>9am - In-House Pool Call Time @ The 12:30pm - The President has lunch with 1:30pm - Press Briefing with Secretary 1:50pm - The President departs The 1:55pm - The President arrives at the 2:15pm - The President delivers remarks 3:05pm - The President departs the 3:10pm - The President arrives at The</p>	<div>11</div> <p>7:15am - In-House Pool Call Time @ The 8:40am - The President and THE FIRST 9:15am - The President and THE FIRST 9:25am - The President and THE FIRST 9:30am - The President and THE FIRST 10:05am - The President and THE FIRST 10:15am - The President and THE FIRST 12:30pm - The President holds a meeting</p>	<div>12</div> <p>9am - In-House Pool Call Time @ The 12:30pm - The President has lunch with 2:30pm - Out-of-Town Pool Call Time @ 5:35pm - The President departs the White 6:05pm - The President arrives at Port 6:15pm - The President departs Port 6:25pm - The President arrives at 6:30pm - The President participates in a</p>	<div>13</div> <p>9am - In-House Pool Call Time @ The 11:45am - The President receives his 3:30pm - The President meets with the</p>	<div>14</div> <p>8:30am - In-House Pool Call Time @ The</p>
<div>15</div> <p>8:30am - In-House Pool Call Time @ The 10am - The President goes to Trump</p>	<div>16</div> <p>9am - In-House Pool Call Time @ The 11:45am - The President participates in a 2pm - The President presents the 2:20pm - Out-of-Town Pool Call Time @ 3pm - The President participates in a 4:10pm - The President departs the White 4:20pm - The President arrives at Joint 4:30pm - The President departs 8pm - The President arrives at</p>	<div>17</div> <p>8:30am - Out-of-Town Travel Pool Call 9:30am - The President departs the RON 9:40am - The President arrives at 9:50am - The President departs 11:10am - The President arrives at 11:20am - The President departs 11:45am - The President arrives in Palo 12:20pm - The President participates in a 12:55pm - The President makes remarks</p>	<div>18</div> <p>8am - Out-of-Town Pool Call Time (8:00 8:50am - The President delivers remarks 9:40am - The President departs the RON 9:45am - The President arrives at 9:55am - The President departs 10:05am - The President arrives at Los 10:15am - The President departs Los 10:55am - The President arrives at 11:05am - The President departs Marine</p>	<div>19</div> <p>12:20am - The President arrives at the</p>	<div>20</div> <p>7:30am - In-House Pool Call Time @ The 9am - The President and THE FIRST 9:30am - The President and THE FIRST 9:40am - The President and THE FIRST 10am - The President participates in a 10:30am - The President participates in 11:45am - The President participates in a 1:30pm - The President receives his 7pm - The President and THE FIRST</p>	<div>21</div> <p>8:30am - In-House Pool Call Time @ The 10:20am - The President goes to Trump</p>
<div>22</div> <p>6:30am - Out-of-Town Travel Pool Call 7am - In-House Pool Call Time @ The 7:40am - The President departs the 7:50am - The President arrives at Joint 8am - The President departs Joint Base 10:55am - The President arrives at 11:25am - The President departs 11:50am - The President arrives at NRG 12pm - The President delivers 1:30pm - The President departs NRG 1:55pm - The President arrives at 2:05pm - The President departs Webster, 4:25pm - The President arrives at Lima 4:35pm - The President departs Lima</p>	<div>23</div> <p>10am - Out-of-Town Pool Call Time @ 11:20am - The President departs Trump 11:25am - The President arrives at the 11:30am - The President leads the United 12:05pm - The President departs the 12:10pm - The President arrives at the 1pm - The President participates in a 2:25pm - The President participates in a 3pm - The President participates in a 3:40pm - The President participates in a 4:15pm - The President participates in a 5:15pm - The President participates in a 6:05pm - The President departs the 6:10pm - The President arrives at Trump</p>	<div>24</div> <p>8:30am - Out-of-Town Travel Pool Call 9:25am - The President and THE FIRST 9:30am - The President and THE FIRST 10:15am - The President addresses the 11:15am - The President participates in a 12:15pm - The President participates in a 1pm - The President participates in a 1:20pm - The President participates in a 3pm - The President participates in a 3:15pm - The President departs the 3:20pm - The President arrives at Lotte 3:30pm - The President participates in a 4pm - The President participates in a 4:50pm - The President departs Lotte</p>	<div>25</div> <p>8:15am - Out-of-Town Pool Call Time @ 9:30am - The President departs Trump 9:35am - The President arrives at the 10am - The President participates in a 12pm - The President participates in a 12:10pm - The President participates in a 2:15pm - The President participates in a 3:15pm - The President participates in a 4pm - The President participates in a 5:05pm - The President departs the 5:10pm - The President arrives at Trump 6:15pm - The President departs Trump 6:25pm - The President arrives at Private 7:40pm - The President delivers remarks</p>	<div>26</div> <p>8:15am - Out-of-Town Travel Pool Call 9:05am - The President departs Trump 9:10am - The President arrives at the 9:15am - The President participates in a 10am - The President departs the 10:05am - The President arrives Cipriani 10:40am - The President delivers 11am - Press Briefing with Acting 11:30am - The President departs Cipriani 11:40am - The President arrives at Wall 11:50am - The President departs Wall 12:05pm - The President arrives at John 12:15pm - The President departs New 1pm - In-House Pool Call Time @ Joint</p>	<div>27</div> <p>10am - In-House Pool Call Time @ The 12pm - The President participates in a 3:30pm - The President receives his 6:30pm - The President delivers remarks</p>	<div>28</div> <p>8:30am - In-House Pool Call Time @ The 9:55am - The President plays golf at</p>
<div>29</div> <p>8:30am - In-House Pool Call Time @ The 10:25am - The President goes to Trump 10:25am - The President goes to Trump</p>	<div>30</div> <p>9am - In-House Pool Call Time @ The 10:35am - The President departs the 10:45am - The President arrives at Joint 11am - The President participates in an 12:05pm - The President departs Joint</p>	<div>1</div> <p>9am - In-House Pool Call Time @ The 2pm - The President receives his 4pm - The President meets with the</p>	<div>2</div> <p>9am - In-House Pool Call Time @ The 12pm - The President participates in the 12:10pm - The President participates in a 12:45pm - The President participates in 2pm - The President participates in a</p>	<div>3</div> <p>8:40am - Out-of-Town Pool Call Time @ 9am - In-House Pool Call Time @ The 10am - The President departs the White 10:05am - The President arrives at Joint 10:20am - The President departs</p>	<div>4</div> <p>8:30am - In-Town Travel Pool Call Time 9am - In-House Pool Call Time @ The 10:30am - The President departs the 10:40am - The President arrives at Walter 10:50am - The President departs Walter</p>	<div>5</div> <p>8:30am - In-House Pool Call Time @ The 10:20am - The President goes to Trump</p>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>29</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>10:25am - The President goes to Trump</div> <div>10:25am - The President goes to Trump</div>	<div>30</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:35am - The President departs the</div> <div>10:45am - The President arrives at Joint</div> <div>11am - The President participates in an</div> <div>12:05pm - The President departs Joint</div> <div>12:15pm - The President arrives at the</div> <div>12:35pm - The President has lunch with</div> <div>2pm - The President participates in the</div> <div>4pm - The President meets with the</div>	<div>1</div> <div>9am - In-House Pool Call Time @ The</div> <div>2pm - The President receives his</div> <div>4pm - The President meets with the</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President participates in the</div> <div>12:10pm - The President participates in a</div> <div>12:45pm - The President participates in</div> <div>2pm - The President participates in a</div>	<div>3</div> <div>8:40am - Out-of-Town Pool Call Time @</div> <div>9am - In-House Pool Call Time @ The</div> <div>10am - The President departs the White</div> <div>10:10am - The President arrives at Joint</div> <div>10:20am - The President departs</div> <div>12:20pm - The President arrives at Ocala</div> <div>12:30pm - The President departs Ocala,</div> <div>12:45pm - The President arrives at The</div> <div>12:55pm - The President departs The</div>	<div>4</div> <div>8:30am - In-Town Travel Pool Call Time</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:30am - The President departs the</div> <div>10:40am - The President arrives at Walter</div> <div>10:50am - The President departs Walter</div> <div>11am - The President visits with</div> <div>11:50am - The President departs Walter</div> <div>11:55am - The President arrives at Walter</div> <div>12:05pm - The President departs</div>	<div>5</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>10:20am - The President goes to Trump</div>
<div>6</div> <div>8:30am - In-House Pool Call Time @ The</div>	<div>7</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>3:30pm - The President signs the U.S.</div> <div>6pm - The President participates in a</div> <div>7:15pm - The President and THE FIRST</div>	<div>8</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - Press Briefing with Acting</div> <div>1pm - The President has lunch with the</div> <div>2pm - The President receives his</div> <div>4:30pm - The President presents the</div>	<div>9</div> <div>9am - In-House Pool Call Time @ The</div> <div>3:15pm - The President signs Executive</div>	<div>10</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - Press Briefing with ICE Director</div> <div>11:45am - The President receives his</div> <div>2:40pm - Out-of-Town Travel Pool Call</div> <div>4:10pm - The President departs the White</div> <div>4:20pm - The President arrives at Joint</div> <div>4:30pm - The President departs</div> <div>6:55pm - The President arrives at</div> <div>7:05pm - The President departs</div> <div>7:25pm - The President arrives at Target</div>	<div>11</div> <div>12:15am - The President arrives at Joint</div> <div>12:25am - The President departs Joint</div> <div>12:35am - The President arrives at the</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:45pm - Press Briefing with Secretary of</div> <div>1:45pm - The President participates in a</div> <div>2:40pm - Out-of-Town Pool Call Time @</div> <div>2:45pm - The President meets with</div> <div>4:10pm - The President departs the White</div> <div>4:20pm - The President arrives at Joint</div>	<div>12</div> <div>12:20am - The President arrives at Joint</div> <div>12:30am - The President departs Joint</div> <div>12:40am - The President arrives at the</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>11:35am - The President goes to Trump</div> <div>11:55pm - The President departs the</div> <div>12:40pm - The President arrives at Omni</div> <div>6:30pm - The President delivers remarks</div> <div>7:20pm - The President departs Omni</div> <div>7:30pm - The President arrives at the</div>
<div>13</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>10:50am - The President goes to Trump</div>	<div>14</div> <div>10am - In-House Pool Call Time @ The</div>	<div>15</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>3:10pm - The President welcomes the</div>	<div>16</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:15am - The President participates in</div> <div>10:25am - The President participates in a</div> <div>11:05am - The President participates in</div> <div>11:10pm - The President participates in a</div> <div>12:45pm - The President has lunch with</div>	<div>17</div> <div>12:15am - The President arrives at Joint</div> <div>12:25am - The President departs Joint</div> <div>12:35am - The President arrives at the</div> <div>9am - In-House Pool Call Time</div> <div>10:05am - The President departs the</div> <div>10:10am - The President arrives at Joint</div>	<div>18</div> <div>12:15am - The President arrives at Joint</div> <div>12:25am - The President departs Joint</div> <div>12:35am - The President arrives at the</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:10pm - The President receives his</div> <div>12:40pm - The President calls the first</div>	<div>19</div> <div>9:30am - In-House Pool Call Time @ The</div>
<div>20</div> <div>8:30am - In-House Pool Call Time @ The</div>	<div>21</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:30am - The President holds a Cabinet</div> <div>12:45pm - The President has lunch with</div>	<div>22</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>12:45pm - The President has lunch with</div>	<div>23</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President delivers remarks @</div> <div>11:30am - Out-of-Town Pool Call Time @</div> <div>1:20pm - The President departs the White</div> <div>1:30pm - The President arrives at Joint</div>	<div>24</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:30am - The President receives his</div> <div>1:45pm - The President participates in</div> <div>4:30pm - The President presents the</div>	<div>25</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:05am - Out-of-Town Pool Call Time @</div> <div>11:40am - The President departs the</div> <div>11:50am - The President arrives at Joint</div> <div>12pm - The President departs</div>	<div>26</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>10:55am - The President plays golf with</div>
<div>27</div> <div>8am - In-House Pool Call Time @ The</div> <div>9am - The President delivers a statement</div> <div>9am - The President delivers remarks @</div> <div>7:50pm - The President and THE FIRST</div> <div>8pm - The President and THE FIRST</div> <div>8:45pm - The President and THE FIRST</div>	<div>28</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>8am - The President departs the White</div> <div>8:25am - The President arrives at Joint</div> <div>8:35am - The President departs</div> <div>10:20am - The President arrives at</div> <div>10:30am - The President departs O'</div> <div>10:45am - The President arrives at</div> <div>10:55am - The President departs Soldier</div> <div>11am - The President arrives at</div> <div>11:25am - The President delivers</div>	<div>29</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:45pm - The President has lunch with</div> <div>1:45pm - The President greets the 20th</div> <div>2:30pm - The President receives his</div> <div>6:20pm - The President departs the White</div> <div>6:25pm - The President arrives at Trump</div> <div>1:30pm - The President participates in a</div> <div>7:30pm - The President delivers remarks</div> <div>8:25pm - The President departs Trump</div> <div>8:30pm - The President arrives at the</div>	<div>30</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:45pm - The President has lunch with</div> <div>5pm - The President presents the</div>	<div>31</div> <div>9am - In-House Pool Call Time</div>	<div>1</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:30pm - The President receives his</div> <div>3:10pm - Out-of-Town Pool Call Time @</div> <div>4:30pm - The President departs the White</div> <div>4:40pm - The President arrives at Joint</div> <div>4:50pm - The President departs</div> <div>6pm - The President arrives at Tupelo</div> <div>7:10pm - The President departs Tupelo</div> <div>7:20pm - The President arrives at</div> <div>8pm - Donald Trump Political Rally:</div>	<div>2</div> <div>6:25pm - Out-of-Town Pool Call Time @</div> <div>7pm - In-House Pool Call Time @ The</div> <div>7:50pm - The President departs the</div> <div>8pm - The President arrives at Trump</div> <div>8:10pm - The President departs</div> <div>9:05pm - The President arrives at John</div> <div>11:15pm - The President departs John F.</div> <div>9:30pm - The President arrives at Wall</div> <div>10:50pm - The President attends UFC</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>27</div> <div>8am - In-House Pool Call Time @ The</div> <div>9am - The President delivers a statement</div> <div>9am - The President delivers remarks @</div> <div>7:50pm - The President and THE FIRST</div> <div>8pm - The President and THE FIRST</div> <div>8:40pm - The President and THE FIRST</div>	<div>28</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>8am - The President departs the White</div> <div>8:25am - The President arrives at Joint</div> <div>8:35am - The President departs</div> <div>10:20am - The President arrives at</div> <div>10:30am - The President departs O'</div> <div>10:45am - The President arrives at</div> <div>10:55am - The President departs Soldier</div> <div>11am - The President arrives at</div>	<div>29</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:45pm - The President has lunch with</div> <div>1:45pm - The President greets the 2019</div> <div>2:30pm - The President receives his</div> <div>6:20pm - The President departs the White</div> <div>6:25pm - The President arrives at Trump</div> <div>6:30pm - The President participates in a</div> <div>7:30pm - The President delivers remarks</div> <div>8:25pm - The President departs Trump</div>	<div>30</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:45pm - The President has lunch with</div> <div>5pm - The President presents his medal</div>	<div>31</div> <div>9am - In-House Pool Call Time</div>	<div>1</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:30pm - The President receives his</div> <div>3:10pm - Out-of-Town Pool Call Time @</div> <div>4:30pm - The President departs the White</div> <div>4:40pm - The President arrives at Joint</div> <div>4:50am - The President departs</div> <div>7pm - The President arrives at Tupelo</div> <div>7:10pm - The President departs Tupelo</div> <div>7:20pm - The President arrives at</div>	<div>2</div> <div>6:25pm - Out-of-Town Pool Call Time @</div> <div>7pm - In-House Pool Call Time @ The</div> <div>7:50pm - The President departs the</div> <div>8pm - The President arrives at Joint</div> <div>8:10pm - The President departs</div> <div>9:05pm - The President arrives at John</div> <div>9:15pm - The President departs John F.</div> <div>9:30pm - The President arrives at Wall</div> <div>10:50pm - The President attends UFC</div>
<div>3</div> <div>8:30am - Out-of-Town Pool Call Time @</div> <div>10am - The President departs Trump</div> <div>10:15am - The President arrives at Wall</div> <div>10:25am - The President departs Wall</div> <div>10:40am - The President arrives at John</div> <div>10:50am - The President departs New</div> <div>11:30am - In-House Pool Call Time @</div> <div>11:45am - The President arrives at Joint</div> <div>11:55am - The President departs Joint</div> <div>12:05pm - The President arrives at the</div>	<div>4</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President meets with the</div> <div>1:30pm - The President welcomes the</div> <div>4:10pm - The President departs the White</div> <div>4:20pm - The President arrives at Joint</div> <div>4:30pm - The President departs</div> <div>5:55pm - The President arrives at Blue</div> <div>6:00pm - The President departs Blue</div> <div>6:20pm - The President arrives at Rupp</div> <div>7pm - Donald Trump Political Rally:</div> <div>7pm - The President delivers remarks at</div> <div>8:30pm - The President departs Rupp</div>	<div>5</div> <div>9am - In-House Pool Call Time @ The</div>	<div>6</div> <div>10am - In-House Pool Call Time @ The</div> <div>2:40pm - Out-of-Town Pool Call Time @</div> <div>3pm - The President delivers remarks at</div> <div>4:10pm - The President departs the White</div> <div>4:20pm - The President arrives at Joint</div> <div>4:30pm - The President departs</div> <div>7:15pm - The President arrives at</div> <div>7:25pm - The President departs Monroe</div> <div>7:35pm - The President arrives at</div> <div>8pm - The President delivers remarks at</div> <div>9:30pm - The President departs Monroe</div> <div>9:40pm - The President arrives at</div>	<div>7</div> <div>12:05am - The President arrives at Joint</div> <div>12:15am - The President departs Joint</div> <div>12:25am - The President arrives at the</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>2:15pm - The President participates in a</div> <div>6pm - The President presents the</div> <div>7:35pm - The President departs the White</div> <div>7:40pm - The President arrives at Trump</div> <div>8pm - The President delivers remarks at</div> <div>8:55pm - The President departs Trump</div> <div>9pm - The President arrives at the White</div>	<div>8</div> <div>8:25am - Out-of-Town Pool Call Time @</div> <div>9am - In-House Pool Call Time @ The</div> <div>9am - Press Briefing with Secretary of</div> <div>9:45am - The President departs the White</div> <div>9:55am - The President arrives at Joint</div> <div>10:05am - The President departs</div> <div>11:40am - The President arrives at</div> <div>11:55pm - The President departs Dobbins</div> <div>12:10pm - The President arrives at The</div> <div>12:45pm - The President participates in a</div> <div>1:25pm - The President delivers remarks</div> <div>2:10pm - The President departs The</div>	<div>9</div> <div>11:10am - Out-of-Town Pool Call Time @</div> <div>11:30am - In-House Pool Call Time @</div> <div>12:20pm - The President and THE FIRST</div> <div>12:30pm - The President and THE FIRST</div> <div>12:40pm - The President and THE FIRST</div> <div>2:50pm - The President and THE FIRST</div> <div>3pm - The President and THE FIRST</div> <div>3:20pm - The President and THE FIRST</div> <div>3:35pm - The President and THE FIRST</div> <div>6:45pm - The President and THE FIRST</div> <div>7:05pm - The President and THE FIRST</div> <div>7:15pm - The President and THE FIRST</div>
<div>10</div> <div>10am - Out-of-Town Pool Call Time @</div>	<div>11</div> <div>8am - Out-of-Town Pool Call Time @</div> <div>10:05am - The President and THE FIRST</div> <div>10:15am - The President and THE FIRST</div> <div>10:35am - The President and THE FIRST</div> <div>11:10am - The President and THE FIRST</div> <div>11:20am - The President and THE FIRST</div>	<div>12</div> <div>9:20am - Out-of-Town Pool Call Time @</div> <div>11:40am - The President departs Trump</div> <div>11:45am - The President arrives at the</div> <div>12pm - The President delivers remarks at</div> <div>1:15pm - The President departs the New</div> <div>1:20pm - The President arrives at the</div> <div>1:55pm - The President participates in a</div> <div>2:30pm - The President delivers remarks</div>	<div>13</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President and THE FIRST</div> <div>12:10pm - The President and THE FIRST</div> <div>12:30pm - The President participates in a</div> <div>1pm - The President participates in an</div> <div>2pm - The President participates in a</div> <div>3:10pm - The President participates in a</div> <div>3:45pm - The President and THE FIRST</div>	<div>14</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:30am - Press Briefing with Acting</div> <div>2pm - The President participates in a</div> <div>2:50pm - Out-of-Town Pool Call Time @</div> <div>4:10pm - The President departs the White</div> <div>6:20pm - The President arrives at Joint</div> <div>6:30pm - The President departs</div> <div>7:15pm - The President arrives at</div>	<div>15</div> <div>12:10am - The President arrives at Joint</div> <div>12:20am - The President departs the</div> <div>12:30am - The President arrives at the</div> <div>9am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>2pm - The President delivers remarks on</div>	<div>16</div> <div>10am - In-House Pool Call Time @ The</div> <div>2:15pm - The President departs the</div> <div>2:45pm - The President arrives at Walter</div> <div>5pm - The President departs Walter Reed</div> <div>5:40pm - The President arrives at the</div>
<div>17</div> <div>9am - In-House Pool Call Time @ The</div>	<div>18</div> <div>9am - In-House Pool Call Time @ The</div> <div>2pm - The President receives his</div> <div>4:15pm - The President meets with the</div>	<div>19</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:30am - The President participates in a</div> <div>12:45pm - The President has lunch with</div>	<div>20</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:25am - Out-of-Town Pool Call Time @</div> <div>10:45am - The President departs the</div>	<div>21</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>3:30pm - The President and THE FIRST</div>	<div>22</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President participates in the</div> <div>1:45pm - The President participates in a</div>	<div>23</div> <div>12pm - In-House Pool Call Time</div> <div>7:45pm - The President arrives at the</div> <div>7:45pm - The President goes to the</div>
<div>24</div> <div>12pm - In-House Pool Call Time</div>	<div>25</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:15pm - The President has lunch with</div> <div>12:35pm - The President Honors Conan</div> <div>2pm - The President participates in the</div> <div>2:10pm - The President participates in an</div> <div>3:15pm - The President participates in an</div> <div>4:15pm - The President participates</div> <div>4:30pm - The President participates in a</div>	<div>26</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President signs an Executive</div> <div>12:45pm - The President has lunch with</div> <div>1:45pm - Out-of-Town Pool Call Time @</div> <div>2pm - The President and THE FIRST</div> <div>3:40pm - The President and THE FIRST</div> <div>3:50pm - The President and THE FIRST</div> <div>4pm - The President and THE FIRST</div>	<div>27</div> <div>7am - In-House Pool Call Time @ Mar-a</div> <div>9:55am - The President Plays Golf at</div> <div>7:20pm - The President secretly arrives</div> <div>9:30pm - The President arrives at Joint</div> <div>10:10pm - The President departs Joint</div>	<div>28</div> <div>11am - The President arrives at Bagram</div> <div>11:30am - The President serves Thanksgiving</div> <div>12:15pm - The President conducts a bilateral</div> <div>1:15pm - Out-of-Town Pool Call Time @</div> <div>1:15pm - The President delivers remarks</div> <div>2:35pm - The President departs Bagram</div> <div>9:15pm - The President makes a</div> <div>9:15pm - The President makes a</div>	<div>29</div> <div>6:55am - The President arrives at Palm</div> <div>7:20am - The President arrives at Mar-a</div>	<div>30</div> <div>8am - Out-of-Town Pool Call Time @</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>1</div> <p>8am - Out-of-Town Pool Call Time @</p> <p>9:30am - The President goes to at Trump</p> <p>4pm - The President and THE FIRST</p> <p>4:10pm - The President and THE FIRST</p> <p>4:20pm - The President and THE FIRST</p> <p>6pm - In-House Pool Call Time @ The</p> <p>6:25pm - The President and THE FIRST</p> <p>6:35pm - The President and THE FIRST</p> <p>8:45pm - The President and THE FIRST</p>	<div>2</div> <p>8:25am - Out-of-Town Pool Call Time @</p> <p>9am - In-House Pool Call Time @ The</p> <p>9:45am - The President and THE FIRST</p> <p>9:55am - The President and THE FIRST</p> <p>10:05am - The President and THE FIRST</p> <p>4:45pm - The President and THE FIRST</p> <p>4:55pm - The President and THE FIRST</p> <p>5:20pm - The President and THE FIRST</p>	<div>3</div> <p>1:40am - Out-of-Town Travel Pool Call</p> <p>4:10am - The President participates in a</p> <p>4:30am - The President participates in a</p> <p>6am - The President departs Winfield</p> <p>6:15am - The President arrives at the</p> <p>6:30am - The President participates in a</p> <p>7:05am - The President departs the</p> <p>7:20am - The President arrives at</p> <p>8am - The President participates in a</p> <p>9:20am - The President participates in an</p> <p>10:30am - The President participates in</p> <p>11:55am - The President and THE FIRST</p> <p>12:10pm - The President and THE FIRST</p> <p>12:15pm - The President and THE FIRST</p> <p>12:50pm - The President and THE FIRST</p>	<div>4</div> <p>3:25am - The President departs Winfield</p> <p>3:40am - The President arrives at the</p> <p>3:50am - The President departs the</p> <p>3:55am - The President arrives at The</p> <p>4:20am - The President participates in an</p> <p>5am - The President participates in a</p> <p>6:40am - Out-of-Town Pool Call Time (6:</p> <p>7:30am - The President participates in a</p> <p>8:15am - The President participates in a</p> <p>9am - The President participates in a</p> <p>9:45am - The President participates in a</p> <p>10:30am - NOTE - CANCELLED: The</p> <p>11:20am - The President and THE FIRST</p> <p>11:25am - The President and THE FIRST</p> <p>11:35am - The President and THE FIRST</p>	<div>5</div> <p>9am - In-House Pool Call Time @ The</p> <p>1pm - The President participates in a</p> <p>4:35pm - The President and THE FIRST</p> <p>4:40pm - The President and THE FIRST</p> <p>5pm - The President delivers remarks</p> <p>5:35pm - The President and THE FIRST</p> <p>5:40pm - The President and THE FIRST</p>	<div>6</div> <p>9am - In-House Pool Call Time @ The</p> <p>11:45am - The President receives his</p> <p>2pm - The President participates in a</p>	<div>7</div> <p>1:10pm - Out-of-Town Pool Call Time @</p> <p>2pm - In-House Pool Call Time @ The</p> <p>2:30pm - The President departs the</p> <p>2:40pm - The President arrives at Joint</p> <p>2:50pm - The President departs</p> <p>5:20pm - The President departs Joint</p> <p>5:30pm - The President departs Fort</p> <p>5:50pm - The President arrives at JW</p> <p>6:30pm - The President delivers remarks</p> <p>7:35pm - The President departs</p> <p>7:45pm - The President arrives at The</p> <p>8pm - The President delivers remarks at</p> <p>9:15pm - The President departs</p> <p>9:35pm - The President arrives at Fort-</p> <p>9:45pm - The President departs Fort</p>
<div>8</div> <p>12:05am - The President departs Joint</p> <p>12:15am - The President arrives at the</p> <p>12pm - In-House Pool Call Time @ The</p> <p>12:30pm - The President and THE</p>	<div>9</div> <p>9am - In-House Pool Call Time @ The</p> <p>12:30pm - The President has lunch with</p> <p>1:30pm - The President participates in a</p> <p>4:15pm - The President and THE FIRST</p> <p>8:15pm - The President and THE FIRST</p>	<div>10</div> <p>10am - In-House Pool Call Time @ The</p> <p>2:30pm - The President meets with the</p> <p>3:40pm - Out-of-Town Pool Call Time @</p> <p>5pm - The President departs the White</p> <p>5:10pm - The President arrives at Joint</p> <p>6:20pm - The President departs</p> <p>6:35pm - The President arrives at</p> <p>6:15pm - The President departs</p>	<div>11</div> <p>9am - In-House Pool Call Time @ The</p> <p>3:30pm - The President participates in</p> <p>4pm - The President and THE FIRST</p> <p>8:05pm - The President and THE FIRST</p>	<div>12</div> <p>9am - In-House Pool Call Time @ The</p> <p>11:15am - The President delivers</p> <p>12pm - The President receives his</p> <p>7pm - The President and THE FIRST</p>	<div>13</div> <p>9am - In-House Pool Call Time @ The</p> <p>11am - The President participates in</p> <p>11:10am - The President participates in</p> <p>8:15pm - The President and THE FIRST</p>	<div>14</div> <p>11:45am - Out-of-Town Pool Call Time @</p> <p>12pm - In-House Pool Call Time @ The</p> <p>1:05pm - The President departs the</p> <p>1:15pm - The President arrives at Joint</p> <p>1:25pm - The President departs</p> <p>2:10pm - The President arrives at</p> <p>2:20pm - The President departs</p> <p>2:30pm - The President arrives at</p>
<div>15</div> <p>12:30pm - In-House Pool Call Time @</p>	<div>16</div> <p>9am - In-House Pool Call Time @ The</p> <p>12pm - The President receives his</p> <p>12:45pm - The President has lunch with</p> <p>2pm - The President participates in a</p>	<div>17</div> <p>9am - In-House Pool Call Time @ The</p> <p>1:45pm - The President and THE FIRST</p> <p>1:55pm - The President and THE FIRST</p> <p>2:05pm - The President participates in an</p> <p>2:35pm - The President and THE FIRST</p>	<div>18</div> <p>10am - In-House Pool Call Time @ The</p> <p>11:45am - The President receives his</p> <p>2:55pm - Out-of-Town Pool Call Time @</p> <p>4:25pm - The President departs the White</p> <p>4:35pm - The President arrives at Joint</p> <p>4:45pm - The President departs</p> <p>6:25am - The President arrives at W.K.</p> <p>6:35pm - The President departs W.K.</p> <p>6:45pm - The President arrives at Kellogg</p>	<div>19</div> <p>9am - In-House Pool Call Time @ Grand</p> <p>3pm - The President holds a preview</p> <p>3:45pm - The President addresses the</p> <p>4:15pm - The President and The First</p> <p>8:15pm - The President and The First</p>	<div>20</div> <p>9am - In-House Pool Call Time @ The</p> <p>12:30pm - The President has lunch with</p> <p>5:30pm - Out-of-Town Pool Call Time @</p> <p>5:50pm - Out-of-Town Pool Call Time @</p> <p>7pm - The President and The First Lady</p> <p>7:15pm - The President and The First</p> <p>7:25pm - The President and The First</p> <p>7:30pm - The President delivers remarks</p> <p>8:30pm - The President and The First</p>	<div>21</div> <p>7:15am - Out-of-Town Pool Call Time @</p> <p>10:10am - The President goes to Trump</p> <p>4:35pm - The President departs Mar-a-</p> <p>4:45pm - The President arrives at Palm</p> <p>5pm - The President delivers remarks at</p> <p>6:05pm - The President departs West</p> <p>6:15pm - The President arrives at Mar-a-</p>
<div>22</div> <p>7:15am - Out-of-Town Pool Call Time @</p> <p>10:15am - The President goes to Trump</p> <p>7:15pm - The President and The First</p>	<div>23</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>10:10am - The President goes to Trump</p>	<div>24</div> <p>7:30am - Out-of-Town Pool Call Time @</p> <p>9am - The President participates in a</p> <p>10:15am - The President goes to Trump</p> <p>6:05pm - The President and The First</p>	<div>25</div> <p>9am - Out-of-Town Pool Call Time @ Mar-</p>	<div>26</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>10:10am - The President goes to Trump</p>	<div>27</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>10:20am - The President goes to Trump</p>	<div>28</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>9:10am - The President goes to Trump</p>
<div>29</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>9:40am - The President goes to Trump</p> <p>7:15pm - The President goes to Trump</p>	<div>30</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>9:50am - The President goes to Trump</p>	<div>31</div> <p>8:45am - Out-of-Town Pool Call Time @</p> <p>10:46am - The President goes to Trump</p> <p>9:45pm - The President Attends a New</p>	<div>1</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>9:55am - The President goes to Trump</p>	<div>2</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>10:15am - The President goes to Trump</p>	<div>3</div> <p>7:30am - Out-of-Town Pool Call Time @</p> <p>3:15pm - The President delivers</p> <p>3:30pm - The President departs Mar-a-</p> <p>4:15pm - The President arrives at Miami</p>	<div>4</div> <p>8:15am - Out-of-Town Pool Call Time @</p> <p>9:55am - The President goes to Trump</p>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2	3	4
8:15am - Out-of-Town Pool Call Time @	8:15am - Out-of-Town Pool Call Time @	8:45am - Out-of-Town Pool Call Time @	8:15am - Out-of-Town Pool Call Time @	8:15am - Out-of-Town Pool Call Time @	7:30am - Out-of-Town Pool Call Time @	8:15am - Out-of-Town Pool Call Time @
9:40am - The President goes to Trump	9:50am - The President goes to Trump	10:46am - The President goes to Trump	9:55am - The President goes to Trump	10:15am - The President goes to Trump	3:15pm - The President delivers	9:55am - The President goes to Trump
7:15pm - The President goes to Trump		9:45pm - The President Attends a New			3:30pm - The President departs Mar-a	
5	6	7	8	9	10	11
7:15am - Out-of-Town Pool Call Time @	9am - In-House Pool Call Time @ The	9am - In-House Pool Call Time @ The	9am - In-House Pool Call Time @ The	9am - In-House Pool Call Time @ The	9am - In-Town Pool Call time @ The	11am - In-House Pool Call Time @ The
9:45am - The President goes to Trump	11:45am - The President participates in a	2pm - The President and THE FIRST	11am - The President delivers remarks	11am - The President announces	10:45am - Press Briefing with Secretary	
4pm - The President and THE FIRST	12:15pm - The President receives his	2:10pm - The President and THE FIRST	2:15pm - The President receives his	2pm - The President receives his	1:45pm - The President meets with the	
4:10pm - The President and THE FIRST	1pm - The President has lunch with the	2:40pm - The President participates in an		3pm - Out-of-Town Pool Call Time @	10pm - Donald Trump Interview @ Fox	
4:20pm - The President and THE FIRST				4:15pm - The President departs the White		
12	13	14	15	16	17	18
11am - In-House Pool Call Time @ The	10am - In-House Pool Call Time @ The	12:40am - The President and THE FIRST	12am - The President arrives at the White	9am - In-House Pool Call Time @ The	7:45am - In-House Pool Call Time @ The	7:45am - Out-of-Town Pool Call Time @
	12:30pm - The President has lunch with	12:50am - The President and THE FIRST	9am - In-House Pool Call Time @ The	11:45am - The President receives his	11am - The President participates in the	9:55am - The President goes to Trump
	2pm - The President receives his	1am - The President and THE FIRST	11:15am - The President meets the	2pm - The President participates in the	1:10pm - Out-of-Town Pool Call Time @	
	2:15pm - Out-of-Town Pool Call Time @	9am - In-House Pool Call Time @ The	11:30am - The President participates in a		2:30pm - The President and THE FIRST	
	4:10pm - The President and THE FIRST	2:45pm - The President receives his	12:15pm - The President has lunch		2:40pm - The President and THE FIRST	
	4:20pm - The President and THE FIRST	3:25pm - Out-of-Town Pool Call Time @	2:15pm - The President meets with the		2:50pm - The President and THE FIRST	
	4:30pm - The President and THE FIRST	4:40pm - The President departs the White			5:05pm - The President and THE FIRST	
	7:05pm - The President and THE FIRST	4:50pm - The President arrives at Joint			5:15pm - The President and THE FIRST	
	7:15pm - The President and THE FIRST	5pm - The President departs Washington,			5:25pm - The President and THE FIRST	
19	20	21	22	23	24	25
7:45am - Out-of-Town Pool Call Time @	3pm - In-House Pool Call Time @ The	2:25am - The President arrives at Zurich	3:05am - The President departs RON	9am - In-House Pool Call Time @ The	9am - In-House Pool Call Time @ The	11am - In-House Pool Call Time @ The
8:45am - The President goes to Trump	4:30pm - The President makes a	2:35am - The President departs Zurich,	3:15am - The President arrives at Davos	12pm - The President receives his	12pm - The President departs the White	
2:15pm - The President departs Mar-a	4:55pm - Out-of-Town Pool Call Time @	3:20am - The President arrives at	3:20am - The President has breakfast	1:25pm - Out-of-Town Pool Call Time @	12:05pm - The President arrives at the	
2:25pm - The President arrives at Palm	6:15pm - The President departs the White	3:30am - The President departs	4:50am - The President participates in a	2:45pm - The President departs the White	12:15pm - The President delivers	
2:35pm - The President departs Palm	6:25pm - The President arrives at Joint	3:35am - The President arrives	5:15am - Out-of-Town Pool Call Time @	2:55pm - The President arrives at Joint	12:35pm - The President departs the	
5:20pm - The President arrives at	6:35pm - The President arrives at	5:10am - The President arrives at Davos	5:30am - The President participates in a	3:05pm - The President departs	12:40pm - The President arrives at the	
5:30pm - The President departs Austin-		5:30am - The President delivers opening	6:05am - The President departs Davos	5:25pm - The President arrives at Miami	3pm - The President meets with the	
5:45pm - The President arrives at Austin		6:15am - The President participates in a	6:15am - The President arrives at	5:35pm - The President departs Miami,	4:15pm - The President delivers	
6pm - The President delivers remarks at		6:35am - The President participates in a	6:25am - The President departs Davos,	5:45pm - The President arrives at Trump		
7:15pm - The President departs Austin		8:30am - The President participates in a	6:30am - The President Holds a	6pm - The President delivers remarks at		
7:30pm - The President arrives at		10:15am - The President participates in a	7:10am - The President arrives at Zurich	7:15pm - The President departs Doral, FL,		
7:40pm - The President departs Austin,		11:20am - The President participates in a	7:20am - The President departs Zurich,	7:25pm - The President arrives at Miami		
10pm - In-Town Pool Call Time @ The		12:30pm - The President participates in a	4pm - In-House Pool Call Time @ The	7:35pm - The President departs Miami,		
10:20pm - The President arrives at Joint		1:50pm - The President departs Davos	4:50pm - The President arrives at Joint	9:40pm - The President arrives at Joint		
26	27	28	29	30	31	1
11am - In-House Pool Call Time @ The	9am - In-House Pool Call Time @ The	9am - In-Town Pool Call time @ The	9am - In-House Pool Call Time @ The	9am - In-House Pool Call Time @ The	12:10am - The President departs Joint	8am - Out-of-Town Pool Call Time @
	11am - The President participates in the	11:55am - The President greets the	11am - The President participates in a	10am - Press Briefing with Senior	12:20am - The President arrives at the	9:50am - The President goes to Trump
	11:10am - The President participates in a	12pm - The President delivers remarks		12pm - Out-of-Town Travel Pool Call	8:45am - In-House Pool Call Time @ The	
	11:30am - The President participates in	12:35pm - The President has farewell to		12:15pm - The President receives his	12:15pm - The President delivers	
	12:30pm - The President participates in a	2pm - The President receives his		1:15pm - The President departs the White	2pm - Background briefing to preview the	
	1:15pm - The President has lunch with	4:40pm - The President departs the White		1:25pm - The President arrives at Joint	3:10pm - Out-of-Town Pool Call Time @	
	3:30pm - The President participates in a	4:50pm - The President arrives at Joint		1:35pm - The President departs	3:30pm - Press Briefing with Members of	
		5pm - The President departs Washington,		3pm - The President arrives at Selfridge	4pm - The President and THE FIRST	
		5:45pm - The President arrives at		3:10pm - The President departs Harrison	4:10pm - The President and THE FIRST	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>26</div> <div>11am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>27</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President participates in the</div> <div>11:10am - The President participates in a</div> <div>11:30am - The President participates in</div> <div>12:30pm - The President participates in a</div> <div>1:15pm - The President has lunch with</div> <div>3:30pm - The President participates in a</div> <div>Out of State</div>	<div>28</div> <div>9am - In-Town Pool Call time @ The</div> <div>11:55am - The President greets the</div> <div>12pm - The President departs Joint</div> <div>12:35pm - The President bids farewell to</div> <div>2pm - The President receives his</div> <div>4:40pm - The President departs the White</div> <div>4:50pm - The President arrives at Joint</div> <div>Out of State</div>	<div>29</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President participates in a</div> <div>Out of State</div>	<div>30</div> <div>9am - In-House Pool Call Time @ The</div> <div>10am - Press Briefing with Senior</div> <div>12pm - Out-of-Town Travel Pool Call</div> <div>12:15pm - The President receives his</div> <div>1:15pm - The President departs the White</div> <div>1:25pm - The President arrives at Joint</div> <div>1:35pm - The President departs</div> <div>Out of State</div>	<div>31</div> <div>12:10am - The President departs Joint</div> <div>12:20am - The President arrives at the</div> <div>8:45am - In-House Pool Call Time @ The</div> <div>12:15pm - The President delivers</div> <div>2pm - Background briefing to preview the</div> <div>3:10pm - Out-of-Town Pool Call Time @</div> <div>3:30pm - Press Briefing with Members of</div> <div>Out of State</div>	<div>1</div> <div>8am - Out-of-Town Pool Call Time @</div> <div>9:50am - The President goes to Trump</div> <div>Out of State</div>
<div>2</div> <div>8am - Out-of-Town Pool Call Time @</div> <div>9:25am - The President goes to Trump</div> <div>3:30pm - Donald Trump interview - Part</div> <div>6:05pm - The President and THE</div> <div>6:15pm - The President and THE FIRST</div> <div>6:30pm - The President and THE FIRST</div> <div>Out of State</div>	<div>3</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>9pm - Donald Trump interview - Part 2 @</div> <div>Out of State</div>	<div>4</div> <div>10am - In-House Pool Call Time @ The</div> <div>8:30pm - The President and THE FIRST</div> <div>8:40pm - The President and THE FIRST</div> <div>9:10pm - The President delivers the State</div> <div>10:30pm - The President and THE FIRST</div> <div>10:40pm - The President and THE FIRST</div> <div>Out of State</div>	<div>5</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President participates in the</div> <div>2:15pm - The President participates in a</div> <div>Out of State</div>	<div>6</div> <div>7:15am - In-House Pool Call Time @ The</div> <div>7:50am - The President departs the White</div> <div>7:55am - The President departs at the</div> <div>8am - The President attends the 68th</div> <div>9:35am - The President departs the</div> <div>9:40am - The President arrives at the</div> <div>Out of State</div>	<div>7</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:40am - Out-of-Town Pool Call Time @</div> <div>11am - The President departs the White</div> <div>11:10am - The President arrives at Joint</div> <div>11:20am - The President departs</div> <div>12:30pm - The President arrives at</div> <div>Out of State</div>	<div>8</div> <div>11am - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>9</div> <div>11am - In-House Pool Call Time @ The</div> <div>6:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>10</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President delivers</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Off Camera Press Briefing with the</div> <div>3:10pm - Out-of-Town Travel Pool Call</div> <div>3:30pm - The President greets Parkland</div> <div>4:20pm - The President departs the White</div> <div>Out of State</div>	<div>11</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:45pm - The President receives his</div> <div>3:45pm - The President participates in a</div> <div>Out of State</div>	<div>12</div> <div>9am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>2:15pm - The President and THE FIRST</div> <div>2:25pm - The President and THE FIRST</div> <div>2:45pm - The President participates in an</div> <div>6:30pm - The President departs the White</div> <div>6:35pm - The President arrives at Trump</div> <div>Out of State</div>	<div>13</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:30am - The President makes an</div> <div>3pm - The President participates in a</div> <div>Out of State</div>	<div>14</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>2:30pm - The President delivers remarks</div> <div>2:50pm - Out-of-Town Pool Call Time @</div> <div>4pm - The President and THE FIRST</div> <div>4:10pm - The President and THE FIRST</div> <div>4:20pm - The President and THE FIRST</div> <div>Out of State</div>	<div>15</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>9:40am - The President goes to Trump</div> <div>6:40pm - The President departs Mar-a-</div> <div>6:55pm - The President arrives at Private</div> <div>7pm - The President attends a Finance</div> <div>8:35pm - The President departs Private</div> <div>8:50pm - The President arrives at Mar-a-</div> <div>Out of State</div>
<div>16</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>12pm - The President and THE FIRST</div> <div>12:10pm - The President and THE FIRST</div> <div>12:20pm - The President and THE FIRST</div> <div>1:10pm - The President and THE FIRST</div> <div>1:20pm - The President and THE FIRST</div> <div>1:30pm - The President and THE FIRST</div> <div>1:45pm - The President and THE FIRST</div> <div>3:10pm - The President and THE FIRST</div> <div>3:20pm - The President and THE FIRST</div> <div>3:30pm - The President departs Daytona</div> <div>5:20pm - The President arrives at Joint</div> <div>Out of State</div>	<div>17</div> <div>11am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>18</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - Out-of-Town Pool Call Time @</div> <div>12:30pm - The President departs the</div> <div>12:55pm - The President arrives at Joint</div> <div>1:05pm - The President arrives at</div> <div>6:25pm - The President arrives at Los</div> <div>6:35pm - The President departs Los</div> <div>6:40pm - The President arrives at Santa</div> <div>6:50pm - The President departs Santa</div> <div>7:05pm - The President arrives at</div> <div>7:10pm - The President participates in a</div> <div>8:45pm - The President participates in a</div> <div>Out of State</div>	<div>19</div> <div>12am - The President departs McCarran</div> <div>12:10am - The President arrives at the</div> <div>9:15am - Out-of-Town Pool Call Time (6:</div> <div>11:45am - The President departs the</div> <div>11:55am - The President arrives at</div> <div>12:05pm - The President departs Las</div> <div>12:55pm - The President arrives at Palm</div> <div>1:05pm - The President departs Palm</div> <div>1:25pm - The President arrives at</div> <div>1:30pm - The President participates in a</div> <div>2:30pm - Fundraiser: Rancho Mirage, CA</div> <div>2:30pm - The President delivers remarks</div> <div>Out of State</div>	<div>20</div> <div>12am - The President departs McCarran</div> <div>12:10am - The President arrives at the</div> <div>12:45pm - Out-of-Town Pool Call Time</div> <div>2:10pm - The President departs the RON</div> <div>2:20pm - The President arrives at Las</div> <div>2:45pm - The President delivers the</div> <div>3:50pm - The President departs Las</div> <div>4:05pm - The President arrives at</div> <div>4:15pm - The President departs Las</div> <div>5pm - Donald Trump Political Rally:</div> <div>6pm - The President arrives at Peterson</div> <div>6:10pm - The President departs Peterson</div> <div>Out of State</div>	<div>21</div> <div>12pm - Donald Trump Political Rally: Las</div> <div>12:30pm - Out-of-Town Pool Call Time</div> <div>2:10pm - The President departs RON</div> <div>2:20pm - The President arrives at Las</div> <div>3pm - The President delivers remarks at</div> <div>4:30pm - The President departs Las</div> <div>4:40pm - The President arrives at</div> <div>4:50pm - The President departs Las</div> <div>8:30pm - In-House Pool Call Time @ The</div> <div>8:50pm - The President arrives at Joint</div> <div>9pm - The President departs Joint Base</div> <div>9:10pm - The President arrives at the</div> <div>Out of State</div>	<div>22</div> <div>11am - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>23</div> <div>6:50am - Out-of-Town Pool Call Time @</div> <div>8am - In-House Pool Call Time @ The</div> <div>8:40am - The President and THE FIRST</div> <div>8:50am - The President and THE FIRST</div> <div>9am - The President and THE FIRST</div> <div>4:25pm - The President and THE FIRST</div> <div>5:55pm - The President and THE FIRST</div> <div>Out of State</div>	<div>24</div> <div>1:10am - The President and THE FIRST</div> <div>1:30am - The President and THE FIRST</div> <div>1:40am - The President and THE FIRST</div> <div>2am - The President and the FIRST LADY</div> <div>2:20am - The President and THE FIRST</div> <div>2:45am - The President delivers remarks</div> <div>4am - The President and THE FIRST</div> <div>4:20am - The President and THE FIRST</div> <div>Out of State</div>	<div>25</div> <div>12:05am - The President and THE FIRST</div> <div>12:15am - The President and THE FIRST</div> <div>12:35am - The President and THE FIRST</div> <div>12:55am - The President and THE FIRST</div> <div>1:05am - The President participates in a</div> <div>1:35am - The President participates in an</div> <div>2:40am - The President delivers a joint</div> <div>3:05am - The President participates in a</div> <div>Out of State</div>	<div>26</div> <div>6am - In-House Pool Call Time @ The</div> <div>6:30am - The President and THE FIRST</div> <div>6:40am - The President and THE FIRST</div> <div>6:50am - The President and THE FIRST</div> <div>6:30pm - The President and Members of</div> <div>Out of State</div>	<div>27</div> <div>10am - In-House Pool Call Time</div> <div>2:30pm - The President receives his</div> <div>4:45pm - The President attends a</div> <div>6pm - The President and THE FIRST</div> <div>Out of State</div>	<div>28</div> <div>9am - In-House Pool Call Time @ The</div> <div>2:20pm - Out-of-Town Pool Call Time @</div> <div>4:10pm - The President departs the White</div> <div>4:20pm - The President arrives at Joint</div> <div>4:30pm - The President departs</div> <div>6pm - The President arrives at Charleston</div> <div>6:10pm - The President departs</div> <div>6:15pm - The President arrives at North</div> <div>Out of State</div>	<div>29</div> <div>12pm - In-House Pool Call Time</div> <div>1:30pm - The President delivers remarks</div> <div>2:15pm - The President delivers the</div> <div>2:25pm - The President arrives at</div> <div>2:35pm - The President departs National</div> <div>2:40pm - The President arrives at the</div> <div>3pm - The President delivers remarks at</div> <div>4:20pm - The President departs the</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
11am - In-House Pool Call Time	9am - In-House Pool Call Time @ The 10:30am - The President meets with the 11:45am - The President receives his 12:45pm - The President has lunch with 2:55pm - Out-of-Town Pool Call Time @ 3pm - The President, Vice President, and 4:10pm - The President departs the White 4:20pm - The President arrives at Joint 4:30pm - The President departs 5pm - The Vice President and 5:40pm - The President arrives at 5:50pm - The President departs 6:10pm - The President arrives at 7pm - Donald Trump Political Rally: 7pm - The President delivers remarks at 8:30pm - The President departs	9am - In-House Pool Call Time @ The 10:45am - The President departs the 10:55am - The President arrives at the 11am - The President delivers remarks at 11:35am - The President departs 11:45am - The President arrives at the 2pm - The President departs the White 2:10pm - The President arrives at Walter 2:20pm - The President departs 2:25pm - The President arrives at 2:30pm - The President participates in a 3:15pm - The President tours the Viral 3:35pm - The President departs 3:40pm - The President arrives at Walter 3:50pm - The President departs 4pm - The President arrives at the White	9am - In-House Pool Call Time @ The 11:30am - The President joins the Vice 1:20pm - The President departs the White 1:25pm - The President arrives at the JW 1:50pm - The President delivers remarks 2:20pm - The President departs the JW 2:25pm - The President arrives at the 3pm - The President participates in 5:30pm - Members of the Coronavirus 9pm - Interview: Hannity on Fox News	9am - In-House Pool Call Time @ The 11:45am - The President meets with the 2:50pm - Out-of-Town Pool Call Time @ 4:10pm - The President departs the White 4:20pm - The President arrives at Joint 4:30pm - The President departs 5:25pm - The President arrives at Wilkes- 5:35pm - The President departs Avoca, 5:50pm - The President arrives at 6:30pm - The President participates in a 7:45pm - The President departs 8pm - The President arrives at Wilkes- 8:10pm - The President departs Avoca, 9:05pm - The President arrives at Joint 9:15pm - The President departs Joint 9:25pm - The President arrives at the	7:25am - Out-of-Town Travel Pool Call 8am - In-House Pool Call Time @ The 8:45am - The President departs the White 8:55am - The President Signs an 8:55am - The President arrives at Joint 9:05am - The President departs 10:55am - The President arrives at 12pm - The President departs at 12:25pm - The President tours aftermath 1:20pm - The President meets with 2:05pm - The President departs 2:30pm - The President departs 3:20pm - The President arrives at 3:30pm - The President departs Marietta, 3:55pm - The President arrives at 4pm - The President visits the Centers	6:30am - Out-of-Town Pool Call Time @ 8:20am - The President goes to Trump 12:30pm - FDA Commissioner Stephen 1pm - FDA Commissioner Stephen Hahn 6:20pm - The President has a photo op 6:30pm - The President participates in a
8	9	10	11	12	13	14
7am - Out-of-Town Travel Pool Call Time 8:40am - The President goes to Trump 1:45pm - The President delivers remarks	8:30am - Out-of-Town Travel Pool Call 9:35am - The President departs the a- 9:45am - The President arrives at Palm 9:55am - The President departs West 10:45am - The President arrives at 10:55am - The President departs 11:10am - The President arrives at	9am - In-House Pool Call Time @ The 11:40am - The President meets with 12:45pm - The President meets with 2pm - The President receives his 4:30pm - The President presents the 5:30pm - Members of the Coronavirus	9am - In-House Pool Call Time 12:15pm - The President meets with the 3pm - The President receives from Bankers 5:30pm - Members of the Coronavirus 6:45pm - The President and THE FIRST 6:55pm - The President and THE FIRST 7pm - The President and THE FIRST	9am - In-House Pool Call Time @ The 10:45am - The President participates in 10:50am - The President participates in a 11:05am - The President participates in 1:45pm - The President receives his	9am - In-House Pool Call Time @ The 1:30pm - The President meets with 3pm - The President holds a news 3pm - The President holds a previously-	10am - In-House Pool Call Time @ The 10am - The President and the 12pm - The President and Members of
15	16	17	18	19	20	21
12pm - In-House Pool Call Time @ The 1:30pm - The President participates in a 5pm - Members of the Coronavirus Task	9am - In-House Pool Call Time @ The 10am - The President participates in a 10:30am - Members of the Coronavirus 11:30am - The President participates in a 12:30pm - The President has lunch with 3:15pm - Members of the Coronavirus 3:30pm - Members of the Coronavirus 3:30pm - The President receives his	9am - In-House Pool Call Time @ The 9:30am - The President participates in a 11:30am - Members of the Coronavirus 2pm - The President meets with Tourism 3:30pm - The President participates in a 4:30pm - The President meets with the	9am - In-House Pool Call Time @ The 10am - The President participates in a 10:45am - The President receives his 11:30am - Members of the Coronavirus 1:30pm - The President participates in a 3:30pm - The President participates in a	9am - In-House Pool Call Time @ The 11am - Members of the Coronavirus Task 12:15pm - The President receives his 1:50pm - The President departs the White 1:55pm - The President arrives at the 2pm - The President participates in a 3:20pm - The President departs Federal 3:25pm - The President arrives at the	11:45am - Members of the Coronavirus 1:30pm - The President has lunch with 3:45pm - The President participates in a	10am - In-House Pool Call Time @ The 12:30pm - Members of the Coronavirus 2pm - The President participates in a
22	23	24	25	26	27	28
2:30pm - In-House Pool Call Time @ The 5pm - Members of the Coronavirus Task	10am - In-House Pool Call Time @ The 12:30pm - The President has lunch with 5:30pm - Members of the Coronavirus	9am - In-House Pool Call Time @ The 12:30pm - The President participates in a 3pm - Interview: Bill Hemmer on Fox 5:30pm - Members of the Coronavirus	9am - In-House Pool Call Time @ The 11:30am - The President receives his 2pm - The President participates in a 5pm - Members of the Coronavirus Task	7:50am - In-House Pool Call Time @ The 8am - The President participates in a 12pm - The President participates in a 5pm - Members of the Coronavirus Task 9pm - Interview: Hannity on Fox News @	10am - In-House Pool Call Time @ The 12pm - The President receives his 4pm - The President participates in a 5pm - Members of the Coronavirus Task	10:55am - Out-of-Town Pool Call Time @ 11am - In-House Pool Call Time @ The 12pm - The President departs the White 12:10pm - The President arrives at Joint 12:20pm - The President departs
29	30	31	1	2	3	4
2pm - In-House Pool Call Time @ The 3:30pm - The President participates in a 5pm - Members of the Coronavirus Task	8am - The President calls in to Trump 10am - In-House Pool Call Time @ The 11:30am - The President participates in a 1pm - The President has lunch with the	10am - In-House Pool Call Time @ The 2:30pm - The President participates in a 5pm - Members of the Coronavirus Task	10am - In-House Pool Call Time @ The 12pm - The President receives his 2:30pm - The President participates in a 5pm - Members of the Coronavirus Task	10am - In-House Pool Call Time @ The 5pm - Members of the Coronavirus Task	10am - In-House Pool Call Time @ The 11:30am - The President receives his 3pm - The President participates in a 5pm - Members of the Coronavirus Task	11:55am - In-House Pool Call Time @ 12pm - The President participates in a 3:30pm - Members of the Coronavirus

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>29</div> <div>2pm - In-House Pool Call Time @ The</div> <div>3:30pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>30</div> <div>8am - The President calls in to Fox and</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President participates in a</div> <div>1pm - The President has lunch with the</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>31</div> <div>10am - In-House Pool Call Time @ The</div> <div>2:30pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>2:30pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>2</div> <div>10am - In-House Pool Call Time @ The</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>3</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President receives his</div> <div>3pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>4</div> <div>11:55am - In-House Pool Call Time @</div> <div>12pm - The President participates in a</div> <div>3:30pm - Members of the Coronavirus</div> <div>Out of State</div>
<div>5</div> <div>12pm - In-House Pool Call Time @ The</div> <div>7pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>6</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>7</div> <div>10am - In-House Pool Call Time @ The</div> <div>3pm - The President participates in</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>8</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>1:45pm - The President participates in a</div> <div>2:30pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>9</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>2:30pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>10</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President participates in an</div> <div>1pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>11</div> <div>2pm - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>12</div> <div>2pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>13</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>14</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President participates in a</div> <div>2pm - The President receives a phone call</div> <div>3:30pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>15</div> <div>10am - The President hosts a phone call</div> <div>12pm - The President hosts a phone call</div> <div>2pm - The President hosts a phone call</div> <div>3:30pm - The President hosts a phone</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>16</div> <div>8:30am - The President participates</div> <div>10am - The President hosts a phone call</div> <div>11am - The President hosts a phone call</div> <div>1:30pm - The President delivers</div> <div>2:15pm - The President delivers</div> <div>3pm - The President participates in a</div> <div>5pm - Members of the Coronavirus Task</div> <div>6pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>17</div> <div>11am - In-House Pool Call Time @ The</div> <div>2pm - The President receives his</div> <div>4pm - The President hosts a phone call</div> <div>5pm - RESCHEDULED: Members of the</div> <div>6pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>18</div> <div>12pm - In-House Pool Call Time @ The</div> <div>4:30pm - In-House Pool Call Time @ The</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>
<div>19</div> <div>4pm - In-House Pool Call Time @ The</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>20</div> <div>11am - In-House Pool Call Time @ The</div> <div>1pm - The President has lunch with the</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>21</div> <div>11am - In-House Pool Call Time @ The</div> <div>4pm - The President meets with the</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>22</div> <div>10:30am - In-House Pool Call Time @</div> <div>12pm - The President and THE FIRST</div> <div>1pm - The President has lunch with the</div> <div>2:30pm - The President receives his</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>23</div> <div>11am - In-House Pool Call Time @ The</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>24</div> <div>10:30am - In-House Pool Call Time @</div> <div>12pm - The President participates in a</div> <div>2:30pm - The President receives a</div> <div>3pm - The President receives his</div> <div>5pm - Members of the Coronavirus Task</div> <div>Out of State</div>	<div>25</div> <div>2pm - In-House Pool Call Time @ The</div> <div>3pm - The President hosts a phone call</div> <div>Out of State</div>
<div>26</div> <div>4pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>27</div> <div>11am - In-House Pool Call Time @ The</div> <div>2pm - The President participates in a</div> <div>4pm - The President meets with industry</div> <div>5pm - CANCELLED: Members of the</div> <div>5pm - The President holds a news</div> <div>Out of State</div>	<div>28</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - The President meets with the</div> <div>12:30pm - The President receives his</div> <div>3pm - The President receives</div> <div>Out of State</div>	<div>29</div> <div>10am - The President participates in a</div> <div>11am - The President meets with the</div> <div>12:30pm - The President has lunch with</div> <div>4pm - The President participates in a</div> <div>Out of State</div>	<div>30</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - The President meets with the</div> <div>4pm - The President delivers</div> <div>Out of State</div>	<div>1</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>4:15pm - The President Announces FDA</div> <div>4:15pm - The President participates in a</div> <div>5pm - The President departs the White</div> <div>5:35pm - The President arrives at Camp</div> <div>Out of State</div>	<div>2</div> <div>2pm - In-House Pool Call Time @ Camp</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>26</div> <div>4pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>27</div> <div>11am - In-House Pool Call Time @ The</div> <div>2pm - The President participates in a</div> <div>4pm - The President meets with industry</div> <div>5pm - CANCELLED: Members of the</div> <div>5pm - The President holds a news</div> <div>Out of State</div>	<div>28</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - The President meets with the</div> <div>12:30pm - The President receives his</div> <div>3pm - The President delivers</div> <div>Out of State</div>	<div>29</div> <div>10am - The President participates in a</div> <div>11am - The President meets with the</div> <div>12:30pm - The President has lunch with</div> <div>4pm - The President participates in a</div> <div>Out of State</div>	<div>30</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - The President meets with the</div> <div>4pm - The President delivers</div> <div>Out of State</div>	<div>1</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:30am - The President delivers his</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>4:15pm - The President Announces FDA</div> <div>Out of State</div>	<div>2</div> <div>2pm - In-House Pool Call Time @ Camp</div> <div>Out of State</div>
<div>3</div> <div>11am - In-House Pool Call Time @ The</div> <div>1pm - The President departs Camp David</div> <div>1:35pm - The President arrives at the</div> <div>6:50pm - The President departs the</div> <div>6:55pm - The President arrives at the</div> <div>7:15pm - The President participates</div> <div>Out of State</div>	<div>4</div> <div>11am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>5</div> <div>9am - Out-of-Town Pool Call Time @</div> <div>10am - The President departs the White</div> <div>10:10am - The President arrives at Joint</div> <div>10:20am - The President departs</div> <div>1:40pm - The President arrives at</div> <div>1:50pm - The President departs Phoenix</div> <div>Out of State</div>	<div>6</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:15pm - The President signs</div> <div>12:45pm - The President has lunch with</div> <div>2pm - The President meets with the</div> <div>3:30pm - The President receives his</div> <div>4pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>7</div> <div>11am - In-House Pool Call Time @ The</div> <div>2pm - The President meets with the</div> <div>4pm - The President and THE FIRST</div> <div>Out of State</div>	<div>8</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:20am - The President and THE FIRST</div> <div>11:25am - The President and THE FIRST</div> <div>11:30am - The President and THE FIRST</div> <div>11:50am - The President and THE FIRST</div> <div>12:30pm - Press Secretary Kayleigh</div> <div>Out of State</div>	<div>9</div> <div>4pm - In-House Pool Call Time @ The</div> <div>5pm - The President participating in a</div> <div>Out of State</div>
<div>10</div> <div>2pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>11</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President meets with the</div> <div>4pm - The President and Administration</div> <div>Out of State</div>	<div>12</div> <div>11am - In-House Pool Call Time @ The</div> <div>12pm - The President receives his</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>4pm - The President meets with</div> <div>Out of State</div>	<div>13</div> <div>11am - In-House Pool Call Time @ The</div> <div>4pm - The President meets with the</div> <div>Out of State</div>	<div>14</div> <div>6am - Interview: Maria Bartiromo on FBN</div> <div>10:30am - In-House Pool Call Time @</div> <div>10:55am - Out-of-Town Pool Call Time @</div> <div>12pm - The President departs the White</div> <div>12:10pm - The President arrives at Joint</div> <div>Out of State</div>	<div>15</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President delivers remarks</div> <div>12:30pm - The President participates in</div> <div>2:30pm - Press Secretary Kayleigh</div> <div>2:30pm - The President receives his</div> <div>Out of State</div>	<div>16</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>17</div> <div>11am - In-House Pool Call Time @ The</div> <div>12pm - The President departs Camp</div> <div>12:30pm - The President arrives at the</div> <div>Out of State</div>	<div>18</div> <div>11am - In-House Pool Call Time @ The</div> <div>1pm - The President participating in a</div> <div>2pm - The President participates in a</div> <div>4pm - The President and THE FIRST</div> <div>Out of State</div>	<div>19</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President departs</div> <div>1:10pm - The President attends a</div> <div>3pm - The President holds a Cabinet</div> <div>Out of State</div>	<div>20</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>12:30pm - The President receives a</div> <div>3pm - Press Secretary Kayleigh McEnany</div> <div>4pm - The President participates in a</div> <div>Out of State</div>	<div>21</div> <div>10:55am - Out-of-Town Pool Call Time @</div> <div>11am - In-House Pool Call Time @ The</div> <div>12pm - The President departs the White</div> <div>12:10pm - The President arrives at Joint</div> <div>12:20pm - The President departs</div> <div>1:40pm - The President arrives at Detroit</div> <div>Out of State</div>	<div>22</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President sits for</div> <div>11:30am - The President participates</div> <div>12:30pm - The President receives his</div> <div>1:45pm - The President holds a</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>23</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:25am - The President goes to Trump</div> <div>Out of State</div>
<div>24</div> <div>9am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>25</div> <div>8:30am - Out-of-Town Pool Call Time @</div> <div>9:45am - The President and THE FIRST</div> <div>9:55am - The President and THE FIRST</div> <div>10am - The President and THE FIRST</div> <div>10:20am - The President and THE FIRST</div> <div>10:30am - The President and THE FIRST</div> <div>11:15am - The President and THE FIRST</div> <div>11:40am - The President and THE FIRST</div> <div>11:50am - The President and THE FIRST</div> <div>11:55am - The President and THE FIRST</div> <div>12pm - The President and THE FIRST</div> <div>Out of State</div>	<div>26</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:45pm - The President participates in a</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>3pm - The President meets with the</div> <div>4pm - The President delivers remarks on</div> <div>Out of State</div>	<div>27</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - The President participates in a</div> <div>11:20am - Out-of-Town Pool Call Time @</div> <div>12:20pm - The President and THE FIRST</div> <div>12:30pm - The President and THE FIRST</div> <div>12:40pm - The President and THE FIRST</div> <div>2:35pm - The President and THE FIRST</div> <div>2:45pm - The President and THE FIRST</div> <div>2:55pm - The President and THE FIRST</div> <div>3pm - The President and THE FIRST</div> <div>3:10pm - The President and THE FIRST</div> <div>Out of State</div>	<div>28</div> <div>11am - In-House Pool Call Time @ The</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>2:30pm - The President and THE FIRST</div> <div>3:45pm - The President arrives on</div> <div>Out of State</div>	<div>29</div> <div>10:55am - In-House Pool Call Time @</div> <div>11am - The President receives his</div> <div>2pm - The President holds a news</div> <div>4pm - The President participates in a</div> <div>Out of State</div>	<div>30</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:05am - Out-of-Town Pool Call Time @</div> <div>12:10pm - The President and THE FIRST</div> <div>12:20pm - The President and THE FIRST</div> <div>12:30pm - The President and THE FIRST</div> <div>2:25pm - The President and THE FIRST</div> <div>2:35pm - The President and THE FIRST</div> <div>2:45pm - The President and THE FIRST</div> <div>3:15pm - The President and THE FIRST</div> <div>4:40pm - The President and THE FIRST</div> <div>4:45pm - The President and THE FIRST</div> <div>Out of State</div>
<div>31</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:30am - The President meets with the</div> <div>11am - The President hosts a video</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>6:15pm - The President delivers remarks</div> <div>Out of State</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President and THE FIRST</div> <div>11:15am - The President and THE FIRST</div> <div>11:20am - The President and THE FIRST</div> <div>11:40am - The President and THE FIRST</div> <div>11:55am - The President and THE FIRST</div> <div>Out of State</div>	<div>3</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:15pm - The President has lunch with</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>4</div> <div>11am - In-House Pool Call Time @ The</div> <div>3pm - The President receives his</div> <div>4:30pm - The President signs an</div> <div>Out of State</div>	<div>5</div> <div>9am - In-House Pool Call Time @ The</div> <div>10am - The President holds a news</div> <div>10:55am - Out-of-Town Pool Call Time @</div> <div>12pm - The President departs the White</div> <div>12:10pm - The President arrives at Joint</div> <div>12:20pm - The President departs</div> <div>Out of State</div>	<div>6</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>31</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:30am - The President meets with the</div> <div>11am - The President hosts a lunch</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>6:15pm - The President delivers remarks</div> <div>Out of State</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President and THE FIRST</div> <div>11:15am - The President and THE FIRST</div> <div>11:20am - The President and THE FIRST</div> <div>11:40am - The President and THE FIRST</div> <div>11:55am - The President and THE FIRST</div> <div>12:15pm - The President signs an</div> <div>2:30pm - The President receives his</div> <div>Out of State</div>	<div>3</div> <div>9am - In-House Pool Call Time @ The</div> <div>1:15pm - The President has lunch with</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>4</div> <div>11am - In-House Pool Call Time @ The</div> <div>3pm - The President receives his</div> <div>4:30pm - The President signs an</div> <div>Out of State</div>	<div>5</div> <div>9am - In-House Pool Call Time @ The</div> <div>10am - The President holds a news</div> <div>10:55am - Out-of-Town Pool Call Time @</div> <div>12pm - The President departs the White</div> <div>12:10pm - The President arrives at Joint</div> <div>12:20pm - The President departs</div> <div>1:50pm - The President arrives at Bangor</div> <div>2pm - The President participates in a</div> <div>Out of State</div>	<div>6</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>7</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>8</div> <div>11am - In-House Pool Call Time @ The</div> <div>1pm - The President has lunch with the</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>3pm - The President participates in a</div> <div>Out of State</div>	<div>9</div> <div>11am - In-House Pool Call Time @ The</div> <div>2:15pm - The President meets with the</div> <div>Out of State</div>	<div>10</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>12:30pm - The President receives his</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>4pm - The President holds a roundtable</div> <div>Out of State</div>	<div>11</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:35am - Out-of-Town Pool Call Time @</div> <div>12:25pm - The President signs the</div> <div>12:35pm - The President arrives at Joint</div> <div>12:45pm - The President departs</div> <div>3:30pm - The President arrives at Dallas</div> <div>3:40pm - The President departs Dallas</div> <div>3:55pm - The President arrive Gateway</div> <div>Out of State</div>	<div>12</div> <div>12pm - Out-of-Town Pool Call Time @</div> <div>Out of State</div>	<div>13</div> <div>5:45am - Out-of-Town Pool Call Time @</div> <div>9am - The President departs Bedminster,</div> <div>9:35am - The President arrives at The</div> <div>10:25am - The President delivers</div> <div>12:40pm - The President departs</div> <div>12:45pm - The President arrives at The</div> <div>12:50pm - The President departs West</div> <div>1:25pm - The President arrives at</div> <div>Out of State</div>
<div>14</div> <div>3:15pm - Out-of-Town Pool Call Time @</div> <div>5pm - The President departs Bedminster,</div> <div>5:15pm - The President arrives at the</div> <div>5:25pm - The President departs</div> <div>6pm - In-House Pool Call Time @ The</div> <div>6:20pm - The President arrives at Joint</div> <div>6:30pm - The President departs Joint</div> <div>6:40pm - The President arrives at the</div> <div>Out of State</div>	<div>15</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>2:30pm - The President participates</div> <div>Out of State</div>	<div>16</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President delivers remarks</div> <div>2pm - The President receives his</div> <div>Out of State</div>	<div>17</div> <div>9am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>2pm - The President announces the</div> <div>Out of State</div>	<div>18</div> <div>10am - In-House Pool Call Time @ The</div> <div>3pm - The President participates in a</div> <div>Out of State</div>	<div>19</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President receives his</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>20</div> <div>1pm - In-House Pool Call Time @ The</div> <div>2:30pm - Out-of-Town Pool Call Time @</div> <div>3:35pm - The President signs the</div> <div>3:45pm - The President arrives at Joint</div> <div>3:55pm - The President departs</div> <div>6:25pm - The President arrives at Tulsa</div> <div>6:55pm - CANCELLED: The President</div> <div>7pm - CANCELLED: The President</div> <div>Out of State</div>
<div>21</div> <div>12:15am - The President arrives at Joint</div> <div>12:25am - The President departs Joint</div> <div>12:35am - The President arrives at the</div> <div>11:05am - The President goes to Trump</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>22</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1pm - The President has lunch with the</div> <div>Out of State</div>	<div>23</div> <div>7:30am - In-House Pool Call Time @ The</div> <div>8am - Out-of-Town Pool Call Time @</div> <div>9am - The President departs the White</div> <div>9:10am - The President arrives at Joint</div> <div>9:20am - The President departs</div> <div>1:55pm - The President arrives at Marine</div> <div>2:05pm - The President departs Marine</div> <div>2:15pm - The President arrives at United</div> <div>Out of State</div>	<div>24</div> <div>12:05am - The President arrives at Joint</div> <div>12:15am - The President departs Joint</div> <div>12:25am - The President arrives at the</div> <div>11am - In-House Pool Call Time @ The</div> <div>2:15pm - The President participates in</div> <div>2:20pm - The President participates in a</div> <div>2:45pm - The President participates in an</div> <div>3:30pm - The President participates in a</div> <div>Out of State</div>	<div>25</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>10:45am - Out-of-Town Pool Call Time @</div> <div>11am - The President and THE FIRST</div> <div>11:05am - The President and THE FIRST</div> <div>11:10am - The President and THE FIRST</div> <div>11:35am - The President departs the</div> <div>12pm - The President arrives at Joint</div> <div>12:10pm - The President departs</div> <div>Out of State</div>	<div>26</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>2:40pm - The President delivers remarks</div> <div>3:35pm - CANCELLED: The President</div> <div>Out of State</div>	<div>27</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:25am - The President goes to Trump</div> <div>Out of State</div>
<div>28</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:50am - The President goes to Trump</div> <div>Out of State</div>	<div>29</div> <div>11am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1pm - The President has lunch with the</div> <div>Out of State</div>	<div>30</div> <div>11am - In-House Pool Call Time @ The</div> <div>3:30pm - Press Secretary Kayleigh</div> <div>3:30pm - The President receives his</div> <div>Out of State</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:15pm - The President has lunch with</div> <div>4:30pm - Press Secretary Kayleigh</div> <div>Out of State</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:30am - The President holds a press</div> <div>11:30am - The President delivers</div> <div>Out of State</div>	<div>3</div> <div>8am - In-House Pool Call Time @ The</div> <div>9:50am - The President goes to Trump</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>4:45pm - The President and THE FIRST</div> <div>5:10pm - The President and THE FIRST</div> <div>5:20pm - The President and THE FIRST</div> <div>8:45pm - The President and THE FIRST</div> <div>8:55pm - The President and THE FIRST</div> <div>Out of State</div>	<div>4</div> <div>12:05am - The President and THE FIRST</div> <div>12:30am - The President and THE FIRST</div> <div>12:50am - The President and THE FIRST</div> <div>3:50am - The President and THE FIRST</div> <div>4am - The President and THE FIRST</div> <div>4:25am - The President and THE FIRST</div> <div>10am - In-House Pool Call Time @ The</div> <div>6:40pm - The President and THE FIRST</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>28</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:50am - The President goes to Trump</div> <div>Out of State</div>	<div>29</div> <div>11am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1pm - The President has lunch with the</div> <div>Out of State</div>	<div>30</div> <div>11am - In-House Pool Call Time @ The</div> <div>3:30pm - Press Secretary Kayleigh</div> <div>3:30pm - The President receives his</div> <div>Out of State</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:15pm - The President has lunch with</div> <div>4:30pm - Press Secretary Kayleigh</div> <div>Out of State</div>	<div>2</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:30am - The President holds a press</div> <div>11:30am - The President delivers remarks</div> <div>Out of State</div>	<div>3</div> <div>8am - In-House Pool Call Time @ The</div> <div>9:50am - The President goes to Trump</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>4:45pm - The President and THE FIRST</div> <div>5:10pm - The President and THE FIRST</div> <div>5:20pm - The President and THE FIRST</div> <div>8:45pm - The President and THE FIRST</div> <div>Out of State</div>	<div>4</div> <div>12:05am - The President and THE FIRST</div> <div>12:30am - The President and THE FIRST</div> <div>12:50am - The President and THE FIRST</div> <div>3:50am - The President and THE FIRST</div> <div>4am - The President and THE FIRST</div> <div>4:25am - The President and THE FIRST</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>5</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:10am - The President goes to Trump</div> <div>Out of State</div>	<div>6</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:30am - The President meets with the</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>7</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>2pm - The President receives his</div> <div>3pm - The President and THE FIRST</div> <div>Out of State</div>	<div>8</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>1:30pm - Press Secretary Kayleigh</div> <div>2pm - The President participates in the</div> <div>2:05pm - The President participates in a</div> <div>2:35pm - The President participates in an</div> <div>3:35pm - The President signs a Joint</div> <div>4:30pm - Press Secretary Kayleigh</div> <div>6:30pm - The President participates in</div> <div>6:35pm - The President delivers a joint</div> <div>6:45pm - The President hosts a working</div> <div>Out of State</div>	<div>9</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:30pm - Press Secretary Kayleigh</div> <div>2:15pm - The President participates in a</div> <div>3pm - The President signs an executive</div> <div>Out of State</div>	<div>10</div> <div>7:25am - In-House Pool Call Time @ The</div> <div>8:25am - Out-of-Town Pool Call Time @</div> <div>9:30am - The President departs the White</div> <div>9:40am - The President arrives at Joint</div> <div>9:50am - The President departs</div> <div>12:05pm - The President arrives at Miami</div> <div>12:15pm - The President departs Miami,</div> <div>12:30pm - The President arrives at U.S.</div> <div>12:35pm - The President receives a</div> <div>1:40pm - The President delivers remarks</div> <div>Out of State</div>	<div>11</div> <div>8:15am - In-House Pool Call Time @ The</div> <div>10am - The President goes to Trump</div> <div>4pm - In-House Supplemental Pool Call</div> <div>5pm - The President departs the White</div> <div>5:10pm - The President arrives at Walter</div> <div>5:20pm - The President departs Walter</div> <div>5:25pm - The President arrives at Walter</div> <div>5:30pm - The President visits Walter</div> <div>6:35pm - The President departs Walter</div> <div>6:40pm - The President arrives at Walter</div> <div>Out of State</div>
<div>12</div> <div>8:15am - In-House Pool Call Time @ The</div> <div>9:40am - The President goes to Trump</div> <div>Out of State</div>	<div>13</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>2pm - The President participates in a</div> <div>Out of State</div>	<div>14</div> <div>10am - In-House Pool Call Time @ The</div> <div>3pm - The President meets with the</div> <div>5pm - The President holds a press</div> <div>Out of State</div>	<div>15</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - The President delivers a law</div> <div>11:55am - Out-of-Town Pool Call Time @</div> <div>1pm - The President departs the White</div> <div>Out of State</div>	<div>16</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:45am - The President receives his</div> <div>2pm - Press Secretary Kayleigh McEnany</div> <div>4pm - The President delivers remarks on</div> <div>Out of State</div>	<div>17</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President participates in a</div> <div>7pm - The President holds a virtual</div> <div>Out of State</div>	<div>18</div> <div>7:30am - In-House Pool Call Time @ The</div> <div>9:05am - The President goes to Trump</div> <div>7pm - The President holds a virtual</div> <div>8pm - The President holds a virtual</div> <div>Out of State</div>
<div>19</div> <div>7:30am - In-House Pool Call Time @ The</div> <div>8:45am - The President goes to Trump</div> <div>4pm - The President holds a virtual</div> <div>Out of State</div>	<div>20</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:05am - The President discusses</div> <div>5:50pm - The President visits the White</div> <div>5:55pm - The President arrives at Trump</div> <div>6:15pm - The President participates in a</div> <div>7:20pm - The President departs Trump</div> <div>7:25pm - The President arrives at the</div> <div>Out of State</div>	<div>21</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - Press Secretary Kayleigh</div> <div>12:15pm - The President holds a</div> <div>5pm - The President holds a news</div> <div>Out of State</div>	<div>22</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President participates in a</div> <div>12:45pm - The President has lunch with</div> <div>2pm - The President receives his</div> <div>3:15pm - The President delivers remarks</div> <div>5:30pm - The President holds a news</div> <div>Out of State</div>	<div>23</div> <div>11am - In-House Pool Call Time @ The</div> <div>4pm - The President marks baseball's</div> <div>Out of State</div>	<div>24</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President presents the</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>3pm - The President delivers remarks</div> <div>3:30pm - Out-of-Town Pool Call Time @</div> <div>4:30pm - The President departs the White</div> <div>4:40pm - The President arrives at Joint</div> <div>Out of State</div>	<div>25</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>5:45pm - The President participates in a</div> <div>Out of State</div>
<div>26</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>4pm - The President departs Bedminster,</div> <div>4:15pm - The President arrives at</div> <div>4:25pm - The President departs</div> <div>4:30pm - In-House Pool Call Time @ The</div> <div>5:15pm - The President arrives at Joint</div> <div>5:25pm - The President departs Joint</div> <div>5:35pm - The President arrives at the</div> <div>Out of State</div>	<div>27</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President participates in a</div> <div>11:25am - Out-of-Town Pool Call Time @</div> <div>1:15pm - The President departs the White</div> <div>1:25pm - The President arrives at Joint</div> <div>1:35pm - The President departs</div> <div>2:30pm - The President arrives at</div> <div>2:40pm - The President departs Raleigh-</div> <div>2:55pm - The President arrives at</div> <div>3pm - The President participates in a tour</div> <div>3:30pm - The President participates in a</div> <div>4:20pm - The President departs</div> <div>Out of State</div>	<div>28</div> <div>10am - In-House Pool Call Time @ The</div> <div>5pm - The President holds a news</div> <div>Out of State</div>	<div>29</div> <div>7am - In-House Pool Call Time @ The</div> <div>7:55am - Out-of-Town Pool Call Time @</div> <div>9am - The President departs the White</div> <div>9:10am - The President arrives at Joint</div> <div>9:20am - The President arrives at</div> <div>12:30pm - The President arrives at</div> <div>12:40pm - The President departs</div> <div>1pm - The President arrives at Odessa</div> <div>1:35pm - The President participates in a</div> <div>2:05pm - The President delivers remarks</div> <div>3:10pm - The President departs Odessa,</div> <div>3:45pm - The President arrives at Double</div> <div>Out of State</div>	<div>30</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - The President meets with the</div> <div>2:35pm - The President departs the White</div> <div>2:40pm - The President arrives at the</div> <div>2:45pm - The President arrives at the</div> <div>3pm - The President participates in a</div> <div>3:55pm - The President departs the</div> <div>4pm - The President arrives at the White</div> <div>5:30pm - The President holds a news</div> <div>Out of State</div>	<div>31</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:30am - Press Secretary Kayleigh</div> <div>11:30am - The President meets with the</div> <div>11:50am - Out-of-Town Pool Call Time @</div> <div>1pm - The President departs the White</div> <div>1:10pm - The President arrives at Joint</div> <div>1:20pm - The President departs</div> <div>3:20pm - The President arrives at Tampa</div> <div>3:30pm - The President participates in a</div> <div>3:50pm - The President departs Tampa,</div> <div>4:25pm - The President arrives at Pelican</div> <div>4:30pm - The President participates in a</div> <div>Out of State</div>	<div>1</div> <div>8am - In-House Pool Call Time @ The</div> <div>10am - The President goes to Trump</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>26</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>4pm - The President departs Bedminster,</div> <div>4:15pm - The President arrives at</div> <div>4:25pm - The President departs</div> <div>4:30pm - In-House Pool Call Time @ The</div> <div>5:15pm - The President arrives at Joint</div> <div>5:25pm - The President departs Joint</div> <div>5:35pm - The President arrives at the</div>	<div>27</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President participates in a</div> <div>11:25am - Out-of-Town Pool Call Time @</div> <div>1:15pm - The President departs the White</div> <div>1:25pm - The President arrives at Joint</div> <div>1:35pm - The President departs</div> <div>2:30pm - The President arrives at</div> <div>2:40pm - The President departs Raleigh-</div>	<div>28</div> <div>10am - In-House Pool Call Time @ The</div> <div>5pm - The President holds a news</div> <div>Out of State</div>	<div>29</div> <div>7am - In-House Pool Call Time @ The</div> <div>7:55am - Out-of-Town Pool Call Time @</div> <div>9am - The President departs the White</div> <div>9:10am - The President arrives at Joint</div> <div>9:20am - The President departs</div> <div>12:30pm - The President arrives at</div> <div>12:40pm - The President departs</div> <div>1pm - The President arrives at Odessa</div>	<div>30</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - The President meets with the</div> <div>2:35pm - The President departs the White</div> <div>2:40pm - The President arrives at the</div> <div>2:45pm - The President tours the</div> <div>3pm - The President participates in a</div> <div>3:55pm - The President departs the</div> <div>4pm - The President arrives at the White</div>	<div>31</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:30am - Press Secretary Kayleigh</div> <div>11:30am - The President meets with the</div> <div>11:50am - Out-of-Town Pool Call Time @</div> <div>1pm - The President departs the White</div> <div>1:10pm - The President arrives at Joint</div> <div>1:20pm - The President departs</div> <div>3:20pm - The President arrives at Tampa</div>	<div>1</div> <div>8am - In-House Pool Call Time @ The</div> <div>10am - The President goes to Trump</div> <div>Out of State</div>
<div>2</div> <div>8am - In-House Pool Call Time @ The</div> <div>9:05am - The President goes to Trump</div> <div>4pm - The President holds a virtual</div>	<div>3</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President meets with U.S.</div> <div>12:30pm - The President has lunch with</div> <div>5pm - The President holds a news</div>	<div>4</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:30am - The President participates</div> <div>12pm - Press Secretary Kayleigh</div> <div>12:45pm - The President has lunch with</div> <div>2pm - The President receives his</div>	<div>5</div> <div>10am - In-House Pool Call Time @ The</div> <div>3pm - The President meets with the</div> <div>5:30pm - The President holds a news</div> <div>6:30pm - The President holds a virtual</div> <div>7:45pm - Tele-Rally: For Bill Hagerty's</div>	<div>6</div> <div>9am - In-House Pool Call Time @ The</div> <div>9:15am - Interview: Governor Cleveland</div> <div>10:30am - Out-of-Town Pool Call Time @</div> <div>11:35am - The President departs the</div> <div>11:45am - The President arrives at Joint</div>	<div>7</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>7pm - The President holds a news</div> <div>Out of State</div>	<div>8</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>2:30pm - In-House Pool Call Time @ The</div> <div>3:30pm - The President holds a news</div> <div>4:35pm - The President departs</div> <div>5:35pm - The President arrives at</div>
<div>9</div> <div>8am - The President participates in a</div> <div>2:30pm - Out-of-Town Pool Call Time @</div> <div>4:15pm - The President departs</div> <div>4:45pm - The President arrives at</div> <div>4:55pm - The President departs Elberon</div>	<div>10</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>2pm - The President receives his</div> <div>5:30pm - The President holds a news</div>	<div>11</div> <div>8am - Interview: Clay Travis, Fox Sports</div> <div>11am - In-House Pool Call Time @ The</div> <div>12:30pm - The President participates</div> <div>5:30pm - The President holds a news</div> <div>6:30pm - Tele-Rally for North Carolina @</div>	<div>12</div> <div>10am - In-House Pool Call Time @ The</div> <div>3pm - The President meets with the</div> <div>5:30pm - The President holds a news</div> <div>7:30pm - Tele-Rally for Wisconsin @ Via</div>	<div>13</div> <div>7:30am - Interview: Maria Bartiromo, Fox</div> <div>10:50am - The President meets with a</div> <div>11am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>5:30pm - The President holds a news</div>	<div>14</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - The President holds a news</div> <div>2pm - The President departs the White</div> <div>2:25pm - The President arrives at Joint</div> <div>2:35pm - The President departs</div>	<div>15</div> <div>3:30pm - Out-of-Town Pool Call Time @</div> <div>5pm - The President holds a news</div> <div>5:35pm - The President participates in a</div> <div>Out of State</div>
<div>16</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>4pm - The President and THE FIRST</div> <div>4:15pm - The President and THE FIRST</div> <div>4:25pm - The President and THE FIRST</div> <div>4:30pm - In-House Pool Call Time @ The</div> <div>5:15pm - The President and THE FIRST</div> <div>5:25pm - The President and THE FIRST</div>	<div>17</div> <div>8am - In-House Pool Call Time @ The</div> <div>8:05am - Interview: Fox & Friends @ Via</div> <div>9:15am - Out-of-Town Pool Call Time @</div> <div>10:15am - The President departs the</div> <div>10:25am - The President arrives at Joint</div> <div>10:35am - The President departs</div> <div>1:20pm - The President arrives at</div>	<div>18</div> <div>7:30am - In-House Pool Call Time @ The</div> <div>8:30am - Out-of-Town Pool Call Time @</div> <div>9am - The President and THE FIRST</div> <div>9:15am - The President departs the White</div> <div>9:40am - The President arrives at Joint</div> <div>9:50am - The President departs</div> <div>11:55am - The President arrives at The</div>	<div>19</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1pm - The President receives his</div> <div>5:30pm - The President holds a news</div> <div>7:30pm - Tele-Rally for Florida @ Via</div>	<div>20</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President participates in the</div> <div>11:05am - The President participates in a</div> <div>11:25am - The President participates in</div> <div>12:20pm - Out-of-Town Pool Call Time @</div> <div>1:05pm - The President departs the White</div> <div>1:30pm - The President arrives at Joint</div>	<div>21</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:45am - The President departs the</div> <div>10:55am - The President arrives at the</div> <div>11am - The President delivers remarks at</div> <div>12:05pm - The President departs</div> <div>12:15pm - The President arrives at the</div>	<div>22</div> <div>7:30am - In-House Pool Call Time @ The</div> <div>10:05am - The President goes to Trump</div> <div>7pm - The President and THE FIRST</div> <div>Out of State</div>
<div>23</div> <div>8am - In-House Pool Call Time @ The</div> <div>9:40am - The President goes to Trump</div> <div>5:30pm - The President holds a news</div> <div>9pm - Interview: Steve Hilton on Fox</div>	<div>24</div> <div>8:30am - Out-of-Town Pool Call Time @</div> <div>10am - The President departs the White</div> <div>10:25am - The President arrives at Joint</div> <div>10:35am - The President departs</div> <div>11:45am - The President arrives at</div> <div>12:40pm - The President delivers</div> <div>1:10pm - The President departs Charlotte</div>	<div>25</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:30pm - The President attends the</div> <div>Out of State</div>	<div>26</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:15pm - The President receives his</div> <div>3pm - The President meets with Medical</div> <div>9:15pm - The President departs the White</div> <div>9:30pm - The President arrives at Fort</div> <div>9:35pm - The President departs Fort</div> <div>9:55pm - The President arrives at a</div>	<div>27</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:50am - The President departs the</div> <div>11:55am - The President arrives at</div> <div>12pm - The President participates in a</div> <div>1:05pm - The President departs Trump</div> <div>1:10pm - The President arrives at Federal</div> <div>1:15pm - The President receives a</div>	<div>28</div> <div>11am - In-House Pool Call Time @ The</div> <div>2pm - Out-of-Town Pool Call Time @</div> <div>2:10pm - The President receives a pardon</div> <div>2:30pm - The President receives a</div> <div>3:50pm - The President departs the White</div> <div>4:15pm - The President arrives at Joint</div> <div>4:25pm - The President departs</div>	<div>29</div> <div>8am - Out-of-Town Pool Call Time @</div> <div>10am - The President departs the White</div> <div>10:25am - The President arrives at Joint</div> <div>10:35am - The President departs</div> <div>1:05pm - The President arrives at</div> <div>2:05pm - The President visits a relief</div> <div>2:25pm - The President tours storm</div>
<div>30</div> <div>8am - In-House Pool Call Time @ The</div> <div>10:15am - The President goes to Trump</div>	<div>31</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1:15pm - The President has lunch with</div> <div>3pm - The President meets with the</div> <div>5:30pm - The President holds a news</div> <div>7:30pm - The President holds a virtual</div>	<div>1</div> <div>9am - Out-of-Town Pool Call Time @</div> <div>10:30am - The President departs the</div> <div>10:55am - The President arrives at Joint</div> <div>11:05am - The President departs</div> <div>12:55pm - The President arrives at</div> <div>1:05pm - The President departs</div> <div>1:35pm - The President arrives at</div>	<div>2</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>11:45am - The President departs the</div> <div>12:10pm - The President arrives at Joint</div> <div>12:20pm - The President departs</div> <div>1:25pm - The President arrives at</div> <div>1:45pm - The President departs</div> <div>1:55pm - The President arrives at</div>	<div>3</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>4pm - Out-of-Town Pool Call Time @</div> <div>5:25pm - The President departs the White</div> <div>5:50pm - The President arrives at Joint</div>	<div>4</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President greets the</div> <div>11:05am - The President receives a</div> <div>1pm - National Security Advisor Robert</div> <div>5pm - The President holds a news</div> <div>7:30pm - The President holds a virtual</div>	<div>5</div> <div>8am - In-House Pool Call Time @ The</div> <div>10:05am - The President goes to Trump</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>30</div> <div>8am - In-House Pool Call Time @ The</div> <div>10:15am - The President greets Trump</div> <div>Out of State</div>	<div>31</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1:15pm - The President has lunch with</div> <div>3pm - The President meets with the</div> <div>5:30pm - The President holds a news</div> <div>7:30pm - The President holds a virtual</div> <div>Out of State</div>	<div>1</div> <div>9am - Out-of-Town Pool Call Time @</div> <div>10:30am - The President departs the</div> <div>10:55am - The President arrives at Joint</div> <div>11:05am - The President departs</div> <div>12:55pm - The President arrives at</div> <div>1:05pm - The President departs</div> <div>Out of State</div>	<div>2</div> <div>10am - Out-of-Town Pool Call Time @</div> <div>11:45am - The President departs the</div> <div>12:10pm - The President arrives at Joint</div> <div>12:20pm - The President departs</div> <div>1:25pm - The President arrives at</div> <div>1:45pm - The President departs</div> <div>Out of State</div>	<div>3</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:30am - The President receives his</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>4pm - Out-of-Town Pool Call Time @</div> <div>5:25pm - The President departs the White</div> <div>Out of State</div>	<div>4</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President greets the</div> <div>11:05am - The President receives a</div> <div>11:15am - The President participates in a</div> <div>1pm - National Security Advisor Robert</div> <div>5pm - The President holds a news</div> <div>Out of State</div>	<div>5</div> <div>8am - In-House Pool Call Time @ The</div> <div>10:05am - The President greets Trump</div> <div>Out of State</div>
<div>6</div> <div>8am - In-House Pool Call Time @ The</div> <div>9:55am - The President goes to Trump</div> <div>Out of State</div>	<div>7</div> <div>12pm - In-House Pool Call Time @ The</div> <div>1pm - The President holds a news</div> <div>Out of State</div>	<div>8</div> <div>9am - Out-of-Town Pool Call Time @</div> <div>11:20am - The President departs the</div> <div>11:45am - The President arrives at Joint</div> <div>11:55am - The President departs</div> <div>2:10pm - The President arrives at Palm</div> <div>2:20pm - The President departs West</div> <div>Out of State</div>	<div>9</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - Press Secretary Kayleigh</div> <div>12pm - The President receives his</div> <div>3:30pm - The President delivers remarks</div> <div>Out of State</div>	<div>10</div> <div>10am - In-House Pool Call Time @ The</div> <div>3pm - The President holds a news</div> <div>3:30pm - The President meets with the</div> <div>3:45pm - Out-of-Town Pool Call Time @</div> <div>5pm - The President departs the White</div> <div>5:10pm - The President arrives at Joint</div> <div>Out of State</div>	<div>11</div> <div>5:10am - In-House Pool Call Time @ The</div> <div>6:10am - Out-of-Town Pool Call Time @</div> <div>7:30am - The President and THE FIRST</div> <div>7:40am - The President and THE FIRST</div> <div>8am - The President and THE FIRST</div> <div>8:50am - The President and THE FIRST</div> <div>Out of State</div>	<div>12</div> <div>12pm - In-House Pool Call Time @ The</div> <div>12:50pm - The President departs the</div> <div>12:55pm - The President arrives at</div> <div>1:30pm - The President participates in a</div> <div>2:30pm - The President participates in a</div> <div>3:30pm - The President departs Trump</div> <div>Out of State</div>
<div>13</div> <div>12:05am - The President arrives at Reno-</div> <div>12:10am - The President departs Reno,</div> <div>1:20am - The President arrives at</div> <div>1:30am - The President departs</div> <div>1:40am - The President arrives at the</div> <div>9am - Out-of-Town Pool Call Time (6:00</div> <div>12:50pm - The President departs the</div> <div>12:55pm - The President arrives at</div> <div>1pm - LIVESTREAM: President Donald J.</div> <div>1pm - The President participates in a</div> <div>1:50pm - The President departs the</div> <div>1:55pm - The President arrives at</div> <div>Out of State</div>	<div>14</div> <div>10am - Out-of-Town Pool Call Time (7:00</div> <div>12pm - The President departs the RON</div> <div>12:10pm - The President arrives at</div> <div>12:20pm - The President departs Las</div> <div>1:40pm - The President arrives at</div> <div>2pm - The President participates in a</div> <div>3:05pm - The President delivers remarks</div> <div>3:40pm - The President departs</div> <div>4:30pm - The President arrives at</div> <div>4:40pm - The President departs Phoenix</div> <div>4:55pm - The President arrives at</div> <div>5pm - LIVESTREAM: President Donald J.</div> <div>Out of State</div>	<div>15</div> <div>8am - In-House Pool Call Time @ The</div> <div>8:05am - Interview: Fox and Friends @</div> <div>10:30am - The President participates in</div> <div>10:35am - The President participates in a</div> <div>10:55am - The President participates in</div> <div>11am - The President participates in a</div> <div>11:20pm - The President and THE FIRST</div> <div>11:25am - The President participates in a</div> <div>12pm - The President and THE FIRST</div> <div>12:45pm - The President participates in a</div> <div>2:20pm - Out-of-Town Pool Call Time @</div> <div>3:25pm - The President departs the White</div> <div>Out of State</div>	<div>16</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President participates in a</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1:30pm - The President has lunch with</div> <div>5pm - The President holds a news</div> <div>6:50pm - The President departs the White</div> <div>6:55pm - The President arrives at Capitol</div> <div>7pm - The President delivers remarks at</div> <div>7:55pm - The President departs Capitol</div> <div>8pm - The President arrives at the White</div> <div>Out of State</div>	<div>17</div> <div>8am - Interview: Clay Travis of Fox Sports</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:30am - The President participates in a</div> <div>2:20pm - The President departs the White</div> <div>2:25pm - The President arrives at the</div> <div>2:30pm - The President delivers remarks</div> <div>3:05pm - The President departs the</div> <div>3:10pm - The President arrives at the</div> <div>5:15pm - Out-of-Town Pool Call Time @</div> <div>6:20pm - The President departs the White</div> <div>6:30pm - The President arrives at Joint</div> <div>6:40pm - The President departs</div> <div>Out of State</div>	<div>18</div> <div>12:10am - The President arrives at Joint</div> <div>12:20am - The President departs Joint</div> <div>12:30am - The President arrives at the</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:45am - The President participates in a</div> <div>12pm - The President receives his</div> <div>2pm - The President holds a news</div> <div>2:35pm - Out-of-Town Pool Call Time @</div> <div>3:45pm - The President departs the White</div> <div>3:55pm - The President arrives at Joint</div> <div>4:05pm - The President departs</div> <div>6:55pm - The President arrives at Bemidji</div> <div>Out of State</div>	<div>19</div> <div>1:30pm - In-House Pool Call Time @ The</div> <div>3:45pm - Out-of-Town Pool Call Time @</div> <div>4:50pm - The President departs the</div> <div>5pm - The President arrives at Joint</div> <div>5:10pm - The President departs</div> <div>6pm - President Donald J. Trump Hosts a</div> <div>6:20pm - The President arrives at</div> <div>6:30pm - The President delivers remarks</div> <div>7:50pm - The President departs</div> <div>8:55pm - The President arrives at Joint</div> <div>9:05pm - The President departs Joint</div> <div>9:15pm - The President arrives at the</div> <div>Out of State</div>
<div>20</div> <div>8am - In-House Pool Call Time @ The</div> <div>10:45am - The President goes to Trump</div> <div>7:30pm - The President holds a virtual</div> <div>Out of State</div>	<div>21</div> <div>8am - Interview: Fox & Friends @ Via</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:40pm - Out-of-Town Pool Call Time @</div> <div>3pm - The President departs the White</div> <div>3:10pm - The President arrives at Joint</div> <div>3:20pm - The President departs</div> <div>4:40pm - The President arrives at Dayton</div> <div>5pm - The President delivers remarks on</div> <div>6:05pm - The President departs Dayton,</div> <div>6:50pm - The President arrives at Toledo</div> <div>Out of State</div>	<div>22</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:30am - Interview: Roop Raj, Fox 2</div> <div>12:30pm - The President receives his</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>4:45pm - Out-of-Town Pool Call Time @</div> <div>5:35pm - The President departs the White</div> <div>5:45pm - The President arrives at Joint</div> <div>5:55pm - The President departs</div> <div>6:50pm - The President arrives at</div> <div>7pm - President Donald J. Trump Hosts a</div> <div>Out of State</div>	<div>23</div> <div>9am - In-House Pool Call Time @ The</div> <div>11am - The President delivers remarks in</div> <div>3pm - The President participates in a</div> <div>6pm - The President holds a news</div> <div>Out of State</div>	<div>24</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>9:45am - The President and THE FIRST</div> <div>9:55am - The President and THE FIRST</div> <div>10am - The President and THE FIRST</div> <div>10:20am - The President and THE FIRST</div> <div>10:30pm - The President and THE FIRST</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>1:35pm - Out-of-Town Pool Call Time @</div> <div>2:40pm - The President departs the White</div> <div>2:50pm - The President arrives at Joint</div> <div>Out of State</div>	<div>25</div> <div>8am - Out-of-Town Pool Call Time (FL)</div> <div>11am - The President participates in a</div> <div>12:05pm - The President departs Doral,</div> <div>12:15pm - The President arrives at Miami</div> <div>12:25pm - The President departs Miami,</div> <div>2pm - The President arrives at Dobbins</div> <div>2:10pm - The President departs Dobbins</div> <div>2:20pm - The President arrives at Cobb</div> <div>2:40pm - The President delivers remarks</div> <div>3:45pm - The President departs Cobb</div> <div>Out of State</div>	<div>26</div> <div>1:30pm - In-House Pool Call Time @ The</div> <div>3:15pm - The President participates in a</div> <div>4:35pm - Out-of-Town Pool Call Time @</div> <div>5pm - The President announces nominee</div> <div>6:20pm - The President departs the</div> <div>6:30pm - The President arrives at Joint</div> <div>6:40pm - The President departs</div> <div>7pm - President Donald J. Trump Hosts</div> <div>7:20pm - The President arrives at</div> <div>7:30pm - The President delivers remarks</div> <div>Out of State</div>
<div>27</div> <div>8am - In-House Pool Call Time @ The</div> <div>10:10am - The President greets Trump</div> <div>5pm - The President holds a news</div> <div>6pm - The President and THE FIRST</div> <div>Out of State</div>	<div>28</div> <div>10am - In-House Pool Call Time @ The</div> <div>3:30pm - The President arrives at</div> <div>3:30pm - The President inspects</div> <div>Out of State</div>	<div>29</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:05pm - Out-of-Town Pool Call Time @</div> <div>2:10pm - The President and THE FIRST</div> <div>2:20pm - The President and THE FIRST</div> <div>2:30pm - The President and THE FIRST</div> <div>3:40pm - The President and THE FIRST</div> <div>Out of State</div>	<div>30</div> <div>12:40am - The President arrives at Joint</div> <div>12:50am - The President departs Joint</div> <div>1am - The President arrives at the White</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:30pm - Out-of-Town Pool Call Time @</div> <div>2:30pm - The President departs the White</div> <div>Out of State</div>	<div>1</div> <div>12:10am - The President and THE FIRST</div> <div>12:20am - The President and THE FIRST</div> <div>12:30am - The President and THE FIRST</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - Press Secretary Kayleigh</div> <div>11:25am - Out-of-Town Pool Call Time @</div> <div>Out of State</div>	<div>2</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:30am - CANCELLED: The President</div> <div>12:15pm - The President has a phone</div> <div>2:35pm - CANCELLED: The President</div> <div>2:40pm - CANCELLED: The President</div> <div>3:15pm - CANCELLED: The President</div> <div>Out of State</div>	<div>3</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:40am - Dr. Sean Conley provides an</div> <div>4:30pm - CANCELLED: President Donald</div> <div>7pm - CANCELLED: President Donald J.</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>27</div> <div>8am - In-House Pool Call Time @ The</div> <div>10:10am - The President meets with Trump</div> <div>5pm - The President hosts a news</div> <div>6pm - The President and THE FIRST</div>	<div>28</div> <div>10am - In-House Pool Call Time @ The</div> <div>3:30pm - The President meets an</div> <div>3:30pm - The President inspects</div>	<div>29</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:05pm - Out-of-Town Pool Call Time @</div> <div>2:10pm - The President and THE FIRST</div> <div>2:20pm - The President and THE FIRST</div> <div>2:30pm - The President and THE FIRST</div>	<div>30</div> <div>12:40am - The President arrives at Joint</div> <div>12:50am - The President departs Joint</div> <div>1am - The President arrives at the White</div> <div>10am - In-House Pool Call Time @ The</div> <div>1:30pm - Out-of-Town Pool Call Time @</div>	<div>1</div> <div>12:10am - The President and THE FIRST</div> <div>12:20am - The President and THE FIRST</div> <div>12:30am - The President and THE FIRST</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - Press Secretary Kayleigh</div>	<div>2</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:30am - CANCELLED: The President</div> <div>12:15pm - The President hosts a phone</div> <div>2:35pm - CANCELLED: The President</div> <div>2:40pm - CANCELLED: The President</div>	<div>3</div> <div>9am - In-House Pool Call Time @ The</div> <div>11:40am - Dr. Sean Connelly provides an</div> <div>4:30pm - CANCELLED: President Donald</div> <div>7pm - CANCELLED: President Donald J.</div>
<div>4</div> <div>9am - In-House Pool Call Time @ The</div>	<div>5</div> <div>9am - In-House Pool Call Time @ The</div> <div>3:10pm - Dr. Stuart Conley provides an</div>	<div>6</div> <div>10am - In-House Pool Call Time @ The</div> <div>8pm - CANCELLED: President Donald J.</div>	<div>7</div> <div>10am - In-House Pool Call Time @ The</div>	<div>8</div> <div>10am - In-House Pool Call Time @ The</div>	<div>9</div> <div>10am - In-House Pool Call Time @ The</div>	<div>10</div> <div>12pm - In-House Pool Call Time @ The</div> <div>2pm - The President delivers remarks at</div>
<div>11</div> <div>12pm - In-House Pool Call Time @ The</div> <div>2pm - The President holds a virtual</div> <div>2:30pm - The President hosts a virtual</div>	<div>12</div> <div>11am - In-House Pool Call Time @ The</div> <div>3:25pm - Out-of-Town Pool Call Time @</div> <div>4:35pm - The President arrives at the White</div> <div>4:45pm - The President arrives at Joint</div> <div>4:55pm - The President departs</div> <div>6:50pm - The President arrives at</div> <div>7pm - The President delivers remarks at</div> <div>8:20pm - The President departs Sanford,</div>	<div>13</div> <div>11am - In-House Pool Call Time @ The</div> <div>4:35pm - Out-of-Town Pool Call Time @</div> <div>5:50pm - The President arrives at the White</div> <div>6pm - The President arrives at Joint Base</div> <div>6:10pm - The President departs</div> <div>6:55pm - The President arrives at John</div> <div>7pm - The President delivers remarks at</div> <div>8:25pm - The President departs</div>	<div>14</div> <div>10am - In-House Pool Call Time @ The</div> <div>11am - The President delivers remarks to</div> <div>3pm - Out-of-Town Pool Call Time @</div> <div>4:05pm - The President departs the White</div> <div>4:15pm - The President arrives at Joint</div> <div>4:25pm - The President departs</div> <div>6:50pm - The President arrives at Des</div> <div>7pm - LIVESTREAM: Make America Great</div>	<div>15</div> <div>9am - In-House Pool Call Time @ The</div> <div>10am - Interview: Stuart Varney, Fox</div> <div>10:30am - Out-of-Town Pool Call Time @</div> <div>11:35am - The President departs the</div> <div>11:45am - The President arrives at Joint</div> <div>11:55am - The President departs</div> <div>12:50pm - The President arrives at Pitt-</div> <div>1pm - The President delivers remarks at</div>	<div>16</div> <div>9am - Out-of-Town Pool Call Time @</div> <div>11:40am - The President departs Doral,</div> <div>11:50am - The President arrives at Miami</div> <div>12pm - The President departs Miami, FL,</div> <div>12:45pm - The President arrives at</div> <div>12:55pm - The President departs</div> <div>1:15pm - The President arrives at</div> <div>1:30pm - The President delivers</div>	<div>17</div> <div>12:30pm - In-House Pool Call Time @</div> <div>1:45pm - Out-of-Town Pool Call Time @</div> <div>2:30pm - The President departs the</div> <div>2:55pm - The President arrives at Joint</div> <div>3:05pm - The President departs</div> <div>4:50pm - The President arrives at</div> <div>5pm - The President delivers remarks on</div> <div>6:25pm - The President depart</div>
<div>18</div> <div>12:40am - The President arrives at</div> <div>12:50am - The President departs</div> <div>1am - The President arrives at the RON</div> <div>8am - Out-of-Town Pool Call Time (5:00</div> <div>11:40am - The President arrives at the RON</div> <div>11:55am - The President arrives at the</div> <div>12pm - The President attends the</div> <div>1:05pm - The President departs the</div> <div>1:20pm - The President arrives at</div> <div>1:30pm - The President departs Las</div> <div>2:30pm - The President arrives at John</div> <div>2:40pm - The President departs Santa</div>	<div>19</div> <div>8am - Out-of-Town Pool Call Time (5:00</div> <div>12:30pm - The President departs RON</div> <div>12:40pm - The President arrives at</div> <div>12:50pm - The President departs Las</div> <div>1:55pm - The President arrives at</div> <div>2:05pm - The President departs Phoenix,</div> <div>2:50pm - The President arrives at</div> <div>3pm - The President delivers remarks at</div> <div>4:15pm - The President departs Prescott,</div> <div>5pm - The President arrives at Phoenix</div> <div>5:10pm - The President departs Phoenix,</div> <div>5:50pm - The President arrives at Tucson</div>	<div>20</div> <div>1am - In-House Pool Call Time (10:00 PM</div> <div>8am - Interview: Fox & Friends @ Via</div> <div>9am - In-House Pool Call Time @ The</div> <div>3pm - The President participates in a</div> <div>4:20pm - Out-of-Town Pool Call Time @</div> <div>5:25pm - The President and THE FIRST</div> <div>5:35pm - The President and THE FIRST</div> <div>5:45pm - The President and THE FIRST</div> <div>6:50pm - The President and THE FIRST</div> <div>7pm - The President delivers remarks at</div> <div>8:30pm - The President and THE FIRST</div> <div>9:35pm - The President and THE FIRST</div>	<div>21</div> <div>9am - In-House Pool Call Time @ The</div> <div>3:30pm - Out-of-Town Pool Call Time @</div> <div>4:45pm - The President departs the White</div> <div>4:55pm - The President arrives at Joint</div> <div>5:05pm - The President arrives at</div> <div>6:20pm - The President arrives at</div> <div>6:30pm - The President departs</div> <div>6:55pm - The President arrives at</div> <div>7pm - The President delivers remarks at</div> <div>8:25pm - The President departs Gastonia,</div> <div>8:50pm - The President arrives at</div> <div>9pm - The President departs Charlotte,</div>	<div>22</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:35am - Out-of-Town Pool Call Time @</div> <div>12:40pm - The President and THE FIRST</div> <div>12:50pm - The President and THE FIRST</div> <div>1pm - The President and THE FIRST</div> <div>2:40pm - The President and THE FIRST</div> <div>2:50pm - The President and THE</div> <div>3:10pm - The President and THE</div> <div>3:50pm - The President and THE</div> <div>3:55pm - The President and THE FIRST</div> <div>4pm - The President participates in a</div> <div>8:20pm - The President and THE</div>	<div>23</div> <div>12:15am - The President arrives at the</div> <div>12:40am - The President and THE FIRST</div> <div>12:50am - The President and THE FIRST</div> <div>1am - The President and THE FIRST</div> <div>11am - In-House Pool Call Time @ The</div> <div>11:35am - The President announces a</div> <div>12:20pm - Out-of-Town Pool Call Time @</div> <div>1:30pm - The President departs the White</div> <div>1:40pm - The President arrives at Joint</div> <div>1:50pm - The President departs</div> <div>3:55pm - The President arrives at Ocala</div> <div>4:05pm - The President departs Ocala,</div>	<div>24</div> <div>7am - Out-of-Town Pool Call Time @</div> <div>9:15am - The President departs Palm</div> <div>9:25am - The President arrives at Early</div> <div>9:30am - The President casts the ballot</div> <div>9:50am - The President casts Early</div> <div>9:55am - The President arrives at Palm</div> <div>10:05am - The President departs West</div> <div>11:40am - The President arrives at</div> <div>11:50am - The President departs</div> <div>12:25pm - The President arrives at</div> <div>12:30pm - The President delivers</div> <div>1:15pm - The President departs</div>
<div>25</div> <div>8:30am - Out-of-Town Pool Call Time @</div> <div>10:30am - The President departs the</div> <div>10:55am - The President arrives at Joint</div> <div>11:05am - The President departs</div> <div>12:20pm - The President arrives</div> <div>12:30pm - The President delivers</div> <div>1:40pm - The President departs</div> <div>2:30pm - The President arrives at Bangor</div> <div>3:30pm - The President makes an</div> <div>3:50pm - The President departs Bangor,</div> <div>5:35pm - The President arrives at Joint</div> <div>5:45pm - The President departs Joint</div> <div>6:10pm - The President arrives at the</div>	<div>26</div> <div>7:45am - Out-of-Town Pool Call Time</div> <div>9:15am - The President departs the White</div> <div>9:40am - The President arrives at Joint</div> <div>9:50am - The President departs</div> <div>10:40am - The President arrives at</div> <div>11am - The President declares victory</div> <div>12:35pm - The President departs</div> <div>1:10pm - The President arrives at</div> <div>1:30pm - The President delivers remarks</div> <div>3:05pm - The President departs Lititz,</div> <div>3:55pm - The President arrives at John</div> <div>4:05pm - The President departs</div> <div>4:20pm - The President arrives at</div>	<div>27</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>10:55am - Out-of-Town Pool Call Time @</div> <div>12:30pm - The President departs the</div> <div>12:40pm - The President arrives at Joint</div> <div>12:50pm - The President departs</div> <div>2:25pm - The President arrives at Capital</div> <div>2:30pm - The President delivers remarks</div> <div>4pm - The President departs Lansing, MI,</div> <div>5:15pm - The President arrives at La</div> <div>5:25pm - The President departs La</div> <div>5:40pm - The President arrives at</div> <div>5:45pm - The President delivers remarks</div> <div>7:20pm - The President departs West</div>	<div>28</div> <div>12:50am - The President arrives at</div> <div>1am - The President departs McCarran</div> <div>1:15am - The President arrives at the</div> <div>12pm - Out-of-Town Pool Call Time (9:00</div> <div>1:50pm - The President departs the RON</div> <div>1:55pm - The President announces</div> <div>2:05pm - The President arrives at</div> <div>2:15pm - The President departs Las</div> <div>2:50pm - The President arrives at</div> <div>3pm - The President delivers remarks at</div> <div>4:35pm - The President departs Bullhead</div> <div>5:35pm - The President arrives at</div> <div>5:45pm - The President delivers remarks</div>	<div>29</div> <div>9am - Out-of-Town Pool Call Time @</div> <div>12pm - The President departs Doral, FL,</div> <div>12:10pm - The President arrives at Miami</div> <div>12:20pm - The President departs Miami,</div> <div>1:15pm - The President arrives at Tampa</div> <div>1:25pm - The President and THE FIRST</div> <div>1:30pm - The President and the FIRST</div> <div>1:35pm - The President delivers remarks</div> <div>3:10pm - The President and THE FIRST</div> <div>3:15pm - The President and THE FIRST</div> <div>3:25pm - The President and THE FIRST</div> <div>4:50pm - The President and THE FIRST</div> <div>5:15pm - The President and THE FIRST</div>	<div>30</div> <div>8:30am - In-House Pool Call Time @ The</div> <div>9:55am - Out-of-Town Pool Call Time @</div> <div>11am - The President departs the White</div> <div>11:10am - The President arrives at Joint</div> <div>11:20am - The President departs</div> <div>12:45pm - The President arrives at</div> <div>1pm - The President delivers remarks at</div> <div>2:40pm - The President departs</div> <div>3:40pm - The President arrives at Green</div> <div>4pm - The President delivers remarks at</div> <div>5:35pm - The President departs Green</div> <div>6:35pm - The President arrives at</div> <div>6:45pm - The President delivers remarks</div>	<div>31</div> <div>9:30am - Out-of-Town Pool Call Time @</div> <div>11am - The President departs the White</div> <div>11:25am - The President arrives at Joint</div> <div>11:35am - The President departs</div> <div>12:25pm - The President arrives at</div> <div>12:35pm - The President departs Ewing</div> <div>12:55pm - The President arrives at</div> <div>1pm - The President delivers remarks on</div> <div>2pm - The President departs Newtown,</div> <div>2:20pm - The President arrives at</div> <div>2:30pm - The President departs Ewing</div> <div>3:05pm - The President arrives at</div> <div>3:15pm - The President delivers remarks</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>1</div> <p>6:30am - Out-of-Town Pool Call Time @ The White House</p> <p>8am - The President departs the White House</p> <p>8:25am - The President arrives at Joint Base Andrews</p> <p>8:35am - The President departs the White House</p> <p>10:05am - The President arrives at the White House</p> <p>10:15am - The President departs the White House</p> <p>10:55am - The President arrives at the White House</p> <p>11am - The President delivers remarks at the White House</p> <p>11:55am - The President departs the White House</p> <p>12:35pm - The President arrives at the White House</p> <p>12:45pm - The President departs the White House</p> <p>2:05pm - The President arrives at the White House</p> <p>2:15pm - The President delivers remarks at the White House</p> <p>3:15pm - The President departs the White House</p> <p>5pm - The President arrives at Charlotte</p>	<div>2</div> <p>12:20am - The President departs Opawick, NJ</p> <p>12:45am - The President arrives at the White House</p> <p>7:45am - Out-of-Town Pool Call Time @ The White House</p> <p>9:30am - The President departs Doral, FL, for the White House</p> <p>9:40am - The President arrives at Miami</p> <p>9:50am - The President departs Miami, FL, for the White House</p> <p>11:35am - The President arrives at the White House</p> <p>11:45am - The President delivers remarks at the White House</p> <p>12:45pm - The President departs the White House</p> <p>2:05pm - The President arrives at Wilkes-Barre, PA</p> <p>2:15pm - The President delivers remarks at the White House</p> <p>3:25pm - The President departs Avoca, CA</p> <p>5:05pm - The President arrives at Cherry Hill, NJ</p> <p>5:15pm - The President delivers remarks at the White House</p> <p>6:25pm - The President departs Traverse City, MI</p>	<div>3</div> <p>1:10am - The President arrives at Joint Base Andrews</p> <p>1:20am - The President departs Joint Base Andrews</p> <p>1:30am - The President arrives at the White House</p> <p>8:30am - In-House Pool Call Time @ The White House</p> <p>11am - The President departs the White House</p> <p>11:10am - The President arrives at RNC</p> <p>11:15am - The President visits RNC</p> <p>12:05pm - The President departs the White House</p> <p>12:15pm - The President arrives at the White House</p>	<div>4</div> <p>2:20am - The President and VICE President arrive at the White House</p> <p>10am - In-House Pool Call Time @ The White House</p>	<div>5</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>6:30pm - The President delivers remarks at the White House</p>	<div>6</div> <p>10am - In-Town Pool Call Time @ The White House</p>	<div>7</div> <p>10:40am - The President goes to Trump Tower</p> <p>12pm - In-House Pool Call Time @ The White House</p>
<div>8</div> <p>9:55am - The President goes to Trump Tower</p> <p>12pm - In-House Pool Call Time @ The White House</p>	<div>9</div> <p>10am - In-Town Pool Call Time @ The White House</p>	<div>10</div> <p>10am - In-House Pool Call Time @ The White House</p>	<div>11</div> <p>9:30am - In-House Pool Call Time @ The White House</p> <p>10:45am - The President and THE FIRST Lady arrive at the White House</p> <p>10:55am - The President and THE FIRST Lady arrive at the White House</p> <p>11am - The President and THE FIRST Lady arrive at the White House</p> <p>11:20am - The President and THE FIRST Lady arrive at the White House</p> <p>11:30am - The President and THE FIRST Lady arrive at the White House</p>	<div>12</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>12:30pm - The President has lunch with the Vice President</p> <p>4pm - The President meets with the Vice President</p>	<div>13</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>12pm - The President receives an update from the Vice President</p> <p>4pm - The President receives an update from the Vice President</p>	<div>14</div> <p>8:30am - In-House Pool Call Time @ The White House</p> <p>10:45am - The President goes to Trump Tower</p>
<div>15</div> <p>8:30am - In-House Pool Call Time @ The White House</p> <p>10:10am - The President goes to Trump Tower</p>	<div>16</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>12:30pm - The President has lunch with the Vice President</p>	<div>17</div> <p>10am - In-House Pool Call Time @ The White House</p>	<div>18</div> <p>10am - In-House Pool Call Time @ The White House</p>	<div>19</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>2:30pm - THE VICE PRESIDENT leads a tour of the White House</p> <p>4pm - The coronavirus task force holds a meeting</p>	<div>20</div> <p>6:50am - The President participates in a press conference</p> <p>9am - In-House Pool Call Time @ The White House</p> <p>12pm - Press Secretary Kayleigh McEnany</p> <p>2:30pm - The President delivers remarks at the White House</p> <p>4pm - The President meets with Michigan Governor Gretchen Whitmer</p>	<div>21</div> <p>7:55am - In-House Pool Call Time (8:00am - 8:15am)</p> <p>8am - The President participates in a press conference</p> <p>10:30am - The President goes to Trump Tower</p>
<div>22</div> <p>7:55am - In-House Pool Call Time (8:00am - 8:15am)</p> <p>8am - The President participates in a press conference</p> <p>12pm - The President goes to Trump Tower</p>	<div>23</div> <p>10am - In-House Pool Call Time @ The White House</p>	<div>24</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>12:30pm - The President meets with the Vice President</p> <p>2pm - The President and THE FIRST Lady arrive at the White House</p>	<div>25</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>2:45pm - The President delivers remarks at the White House</p>	<div>26</div> <p>8am - In-House Pool Call Time @ The White House</p> <p>10:45am - The President goes to Trump Tower</p> <p>5pm - The President participates in a press conference</p>	<div>27</div> <p>9am - In-House Pool Call Time @ The White House</p> <p>11am - The President goes to Trump Tower</p> <p>2:15pm - The President departs Trump Tower</p> <p>3pm - The President arrives at Camp David</p>	<div>28</div> <p>8:30am - In-House Pool Call Time @ The White House</p> <p>10:20am - The President goes to Camp David</p> <p>10:45am - The President plays golf at Camp David</p> <p>1:25pm - The President departs Trump Tower</p> <p>1:50pm - The President arrives at Camp David</p>
<div>29</div> <p>10am - Interview: Maria Bartiromo, Fox News</p> <p>10:30am - In-House Pool Call Time @ The White House</p> <p>11:30am - The President goes to Camp David</p> <p>12:05pm - The President arrives at the White House</p>	<div>30</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>12:30pm - The President has lunch with the Vice President</p> <p>7:05pm - The President calls in to the White House</p>	<div>1</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>2:40pm - The President meets with the Vice President</p>	<div>2</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>12:30pm - The President has lunch with the Vice President</p> <p>1pm - Press Secretary Kayleigh McEnany</p>	<div>3</div> <p>10am - In-House Pool Call Time @ The White House</p> <p>11:30am - The President presents the White House</p> <p>2pm - The President participates in a press conference</p>	<div>4</div> <p>10am - In-House Pool Call Time @ The White House</p>	<div>5</div> <p>2pm - In-House Pool Call Time @ The White House</p> <p>3:25pm - Out-of-Town Pool Call Time @ The White House</p> <p>4:30pm - The President and THE FIRST Lady arrive at the White House</p> <p>4:40pm - The President and THE FIRST Lady arrive at the White House</p> <p>4:50pm - The President and THE FIRST Lady arrive at the White House</p> <p>6:50pm - The President and THE FIRST Lady arrive at the White House</p> <p>7pm - The President delivers remarks at the White House</p> <p>7pm - The Republican National Convention</p> <p>8:15pm - The President and THE FIRST Lady arrive at the White House</p>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>29</div> <div>10am - Interview: Maria Bartiromo, Fox</div> <div>10:30am - In-House Pool Call Time @ The</div> <div>11:30am - The President departs Camp</div> <div>12:05pm - The President arrives at the</div> <div>Out of State</div>	<div>30</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>7:05pm - The President calls in to an</div> <div>Out of State</div>	<div>1</div> <div>10am - In-House Pool Call Time @ The</div> <div>2:40pm - The President meets with</div> <div>Out of State</div>	<div>2</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>3</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President presents the</div> <div>2pm - The President participates in a</div> <div>Out of State</div>	<div>4</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>5</div> <div>2pm - In-House Pool Call Time @ The</div> <div>3:25pm - Out-of-Town Pool Call Time @</div> <div>4:30pm - The President and THE FIRST</div> <div>4:40pm - The President and THE FIRST</div> <div>4:50pm - The President and THE FIRST</div> <div>6:50pm - The President and THE FIRST</div> <div>7pm - The President delivers remarks at</div> <div>7pm - The Republican National</div> <div>8:15pm - The President and THE FIRST</div> <div>9:55pm - The President and THE FIRST</div> <div>10:05pm - The President and THE FIRST</div>
<div>6</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>7</div> <div>10am - In-House Pool Call Time @ The</div> <div>12pm - The President presents the</div> <div>12:45pm - The President has lunch with</div> <div>Out of State</div>	<div>8</div> <div>10am - In-House Pool Call Time @ The</div> <div>2pm - The President delivers remarks at</div> <div>Out of State</div>	<div>9</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>10</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:45pm - The President has lunch with</div> <div>8:15pm - The President delivers remarks</div> <div>Out of State</div>	<div>11</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>12</div> <div>9:30am - In-House Pool Call Time @ The</div> <div>11:10am - Out-of-Town Pool Call Time @</div> <div>12:15pm - The President departs the</div> <div>12:25pm - The President arrives at Joint</div> <div>12:35pm - The President departs</div> <div>1:45pm - The President arrives at New</div> <div>1:55pm - The President departs New</div> <div>2:10pm - The President arrives at Plain</div> <div>2:20pm - The President departs Plain</div> <div>2:25pm - The President arrives at</div> <div>2:50pm - The President attends the</div>
<div>13</div> <div>10am - In-House Pool Call Time @ The</div> <div>10:50am - The President plays golf at</div> <div>Out of State</div>	<div>14</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:30pm - The President has lunch with</div> <div>2:30pm - The President signs an</div> <div>Out of State</div>	<div>15</div> <div>10am - In-House Pool Call Time @ The</div> <div>1pm - Press Secretary Kayleigh McEnany</div> <div>Out of State</div>	<div>16</div> <div>10am - In-House Pool Call Time @ The</div> <div>11:30am - The President holds a Cabinet</div> <div>Out of State</div>	<div>17</div> <div>10am - In-House Pool Call Time @ The</div> <div>2:15pm - The President and THE</div> <div>Out of State</div>	<div>18</div> <div>10am - In-House Pool Call Time @ The</div> <div>3:30pm - The President meets with the</div> <div>Out of State</div>	<div>19</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>20</div> <div>10am - The President calls in to</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>21</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>22</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>23</div> <div>10am - In-House Pool Call Time @ The</div> <div>3:10pm - Out-of-Town Pool Call Time @</div> <div>4pm - The President and THE FIRST</div> <div>4:10pm - The President and THE FIRST</div> <div>4:20pm - The President and THE FIRST</div> <div>6:35pm - The President and THE FIRST</div> <div>6:45pm - The President and THE FIRST</div> <div>6:55pm - The President and THE FIRST</div> <div>Out of State</div>	<div>24</div> <div>7:30am - Out-of-Town Pool Call Time @</div> <div>10:20am - The President goes to Trump</div> <div>Out of State</div>	<div>25</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>9:55am - The President goes to Trump</div> <div>Out of State</div>	<div>26</div> <div>11am - Out-of-Town Pool Call Time @</div> <div>Out of State</div>
<div>27</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>9:45am - The President goes to Trump</div> <div>7:40pm - The President goes to Trump</div> <div>Out of State</div>	<div>28</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>9:30am - The President goes to Trump</div> <div>9:35am - The President goes to Trump</div> <div>Out of State</div>	<div>29</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>Out of State</div>	<div>30</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>9:25am - The President goes to Trump</div> <div>Out of State</div>	<div>31</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>11am - The President and THE FIRST</div> <div>11:10am - The President and THE FIRST</div> <div>11:20am - The President and THE FIRST</div> <div>12pm - In-House Pool Call Time @ The</div> <div>1:10pm - The President and THE FIRST</div> <div>1:35pm - The President arrives at the</div> <div>Out of State</div>	<div>1</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>2</div> <div>12pm - In-Town Pool Call Time</div> <div>Out of State</div>

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div>27</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>9:45am - The President goes to Trump</div> <div>7:40pm - The President goes to Trump</div> <div>Out of State</div>	<div>28</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>9:30am - The President goes to Trump</div> <div>9:35am - The President goes to Trump</div> <div>Out of State</div>	<div>29</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>Out of State</div>	<div>30</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>9:25am - The President goes to Trump</div> <div>Out of State</div>	<div>31</div> <div>7:45am - Out-of-Town Pool Call Time @</div> <div>11am - The President and THE FIRST</div> <div>11:10am - The President and THE FIRST</div> <div>11:20am - The President and THE FIRST</div> <div>12pm - In-House Pool Call Time @ The</div> <div>1:10pm - The President and THE FIRST</div> <div>Out of State</div>	<div>1</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>2</div> <div>12pm - In-Town Pool Call Time</div> <div>Out of State</div>
<div>3</div> <div>12pm - In-Town Pool Call Time @ The</div> <div>Out of State</div>	<div>4</div> <div>10am - In-House Pool Call Time @ The</div> <div>12:15pm - The President gives the</div> <div>4:45pm - Out-of-Town Pool Call Time @</div> <div>6:10pm - The President departs The</div> <div>6:20pm - The President departs The</div> <div>6:35pm - The President arrives at Joint</div> <div>Out of State</div>	<div>5</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>6</div> <div>9am - In-House Pool Call Time @ The</div> <div>10:50am - The President departs the</div> <div>11am - Donald Trump announces a Rally</div> <div>Out of State</div>	<div>7</div> <div>9am - In-House Pool Call Time @ The</div> <div>5:15pm - Press Secretary Kamela</div> <div>Out of State</div>	<div>8</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>9</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>
<div>10</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>11</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>12</div> <div>7:45am - In-House Pool Call Time @ The</div> <div>8:55am - Out-of-Town Pool Call Time @</div> <div>10:10am - The President departs the</div> <div>10:25am - The President Arrives at Joint</div> <div>1:55pm - The President arrives at Valley</div> <div>2pm - The President Arrives in South</div> <div>Out of State</div>	<div>13</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>14</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>15</div> <div>10am - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>16</div> <div>12pm - In-Town Pool Call Time @ The</div> <div>Out of State</div>
<div>17</div> <div>12pm - In-Town Pool Call Time @ The</div> <div>Out of State</div>	<div>18</div> <div>12pm - In-House Pool Call Time @ The</div> <div>Out of State</div>	<div>19</div> <div>10am - In-House Pool Call Time @ The</div> <div>4pm - The President releases his farewell</div> <div>Out of State</div>	<div>20</div> <div>5am - Out-of-Town Pool Call Time @ The</div> <div>8:15am - The President Departs The</div> <div>8:30am - The President arrives at Joint</div> <div>8:35am - The President delivers remarks</div> <div>8:50am - The President departs Joint</div> <div>11am - The President arrives at Palm</div> <div>Out of State</div>	<div>21</div> <div>9am - In-Town Pool Call Time @ The</div> <div>10am - The President, The First Lady,</div> <div>12:45pm - The President and The</div> <div>2pm - The President delivers</div> <div>2:25pm - The President and The Vice</div> <div>4pm - Press Briefing by Press Secretary</div>	<div>22</div> <div>9am - In-Town Pool Call Time @ The</div> <div>9:30am - The President and The Vice</div> <div>12pm - The President has lunch with The</div> <div>12:30pm - Press Briefing by Press</div> <div>2pm - The President and The Vice</div> <div>2:45pm - The President delivers</div>	<div>23</div> <div>8am - In-Town Pool Call Time @ The</div> <div>3pm - The President meets with advisors</div>
<div>24</div> <div>8am - In-Town Pool Call Time @ The</div> <div>11:50am - The President departs The</div> <div>12pm - The President arrives at Holy</div> <div>12:40pm - The President departs The</div> <div>12:55pm - The President arrives at Holy</div>	<div>25</div> <div>9am - In-Town Pool Call Time @ The</div> <div>9:30am - The President and THE</div> <div>11:30am - The President meets with THE</div> <div>1pm - Press Briefing by Press Secretary</div> <div>3:45pm - The President delivers remarks</div>	<div>26</div> <div>9am - In-Town Pool Call Time @ The</div> <div>9:45am - The President and THE</div> <div>12:30pm - Press Briefing by Press</div> <div>2pm - The President delivers remarks</div> <div>4:45pm - The President delivers remarks</div>	<div>27</div> <div>9am - In-Town Pool Call Time @ The</div> <div>9:30am - The President and THE</div> <div>12:15pm - Press Briefing by Press</div> <div>1:30pm - The President delivers</div>	<div>28</div> <div>9am - In-Town Pool Call Time</div> <div>9:45am - The President and THE</div> <div>1:30pm - The President signs</div> <div>2:30pm - Press Briefing by Press</div>	<div>29</div> <div>9am - The President and THE VICE</div> <div>10am - Press Briefing by Press Secretary</div> <div>11am - The President and THE VICE</div> <div>12:30pm - The President has lunch with</div> <div>1:45pm - The President departs the White</div> <div>2:05pm - The President visits Walter</div>	<div>30</div> <div>9am - In-Town Pool Call Time</div> <div>12pm - In-Town Pool Call Time @ The</div> <div>5:10pm - The President departs The</div> <div>5:30pm - The President arrives at Holy</div> <div>6:05pm - The President departs Holy</div> <div>6:20pm - The President arrives at The</div>
<div>31</div> <div>12pm - In-Town Pool Call Time @ The</div>	<div>1</div> <div>9am - In-Town Pool Call Time @ The</div> <div>10am - The President and THE VICE</div> <div>11am - Press Briefing by White House</div> <div>12:30pm - Press Briefing by Press</div> <div>5pm - The President and THE VICE</div>	<div>2</div> <div>9am - In-Town Pool Call Time @ The</div> <div>9:45am - The President and THE</div> <div>1:30pm - Press Briefing by Press</div> <div>5pm - The President signs executive</div>	<div>3</div> <div>9:45am - The President joins the weekly</div> <div>10am - In-Town Pool Call Time @ The</div> <div>11am - Press Briefing by White House</div> <div>11:30am - The President and THE VICE</div> <div>1:30pm - Press Briefing by Press</div> <div>5:30pm - The President and THE</div>	<div>4</div> <div>9am - In-Town Travel Pool Call Time @</div> <div>9:30am - The President and THE</div> <div>11:30am - Press Briefing by Press</div> <div>1:15pm - The President and THE VICE</div> <div>1:30pm - The President and THE VICE</div> <div>2pm - The President and THE VICE</div> <div>2:45pm - The President delivers remarks;</div> <div>3:20pm - The President departs the State</div> <div>3:25pm - The President arrives at the</div>	<div>5</div> <div>9am - In-Town Pool Call Time @ The</div> <div>9:15am - The President and THE</div> <div>9:45am - The President and THE VICE</div> <div>11am - Press Briefing by White House</div> <div>11:45am - The President delivers</div> <div>1pm - Press Briefing by Press Secretary</div> <div>3:45pm - Out-of-Town Pool Call Time @</div> <div>4:55pm - The President departs the White</div> <div>5:15pm - The President departs Joint</div>	<div>6</div> <div>9am - Out-of-Town Pool Call Time @</div> <div>3pm - The President departs his</div> <div>3:15pm - The President arrives at his</div> <div>3:40pm - The President departs his</div> <div>4:05pm - The President arrives at his</div>

PX-39

Sponsored Truth



Donald J. Trump

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The New York Times
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To defend our movement from the never-ending witch hunts and WIN the WHITE HOUSE in 2024

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I have never had so much support and love as I do now against the Radical Left Insurrectionists, Extortionists, Crooked Politicians and Thugs that are destroying our Country. Thank you, we will MAKE AMERICA GREAT AGAIN!!!



3.39k



8.75k



35.7k





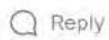
Donald J. Trump

@realDonaldTrump · 1h

As much as I can enjoy a day like Tuesday, where the Radical Left Lunatics, Maniacs, and Perverts had me Indicted and ARRESTED for no reason whatsoever, there was no Crime, it was an unbelievable experience, perhaps the Best Day in History for somebody who had just suffered Unjustifiable Indictment! My Poll Numbers have never been better, almost \$10 Million was raised for the Campaign and, the day was capped off with a very important Speech. If we don't stop the Radical Left, America is DEAD!

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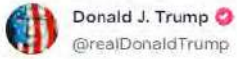
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REALLY BIG FUNDRAISING, EVEN GREATER POLLS, SINCE THE
RADICAL LEFT INDICTMENT HOAX WAS INITIATED BY THE
MISFITS, MUTANTS, MARXISTS, & COMMUNISTS! THANK YOU !!!

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Donald J. Trump ✓
@realDonaldTrump

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144 replies



Donald J. Trump ✓
@realDonaldTrump

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Donald Trump is the first U.S. president in history to face one indictment, much less multiple charges stemming from four criminal cases since leaving office, and yet so far, they don't seem to be a barrier...

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PX-40

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	:	
UNITED STATES OF AMERICA,	:	
	:	18cr602
-against-	:	
	:	<u>MEMORANDUM & ORDER</u>
MICHAEL COHEN,	:	
	:	
Defendant.	:	
-----	:	

WILLIAM H. PAULEY III, Senior United States District Judge:

On April 9, 2018, the FBI executed searches of Defendant Michael Cohen’s residence, hotel room, office, safe deposit box, cell phones, and electronic communications pursuant to warrants authorized under Rule 41 of the Federal Rules of Criminal Procedure and 18 U.S.C. § 2703. The New York Times Company, the American Broadcasting Companies, Inc., the Associated Press, Cable News Network, Inc., Daily News, L.P., Dow Jones & Co., Inc., Newsday LLC, NYP Holdings, Inc., and CBS Broadcasting, Inc. sought to unseal copies of the warrants, warrant applications, and supporting affidavits and riders relating to the April 9, 2018 searches (the “Materials”).

On February 7, 2019, this Court granted in part and denied in part the unsealing requests. In that Opinion & Order, this Court directed the Government to submit proposed redactions to the Materials, which were then publicly filed in redacted form on March 19, 2019 pursuant to an order dated March 18, 2019. The February 7, 2019 Opinion & Order also directed the Government to submit a status report by May 15, 2019 explaining the need for continued redaction of the Materials. United States v. Cohen, 366 F. Supp. 3d 612, 634 (S.D.N.Y. 2019).

On May 21, 2019, this Court authorized the continued redaction of portions of the Materials relating to Cohen’s campaign finance violations to protect the Government’s ongoing

investigation. The May 21, 2019 Order also directed the Government to submit a further status report by July 15, 2019 explaining the need for continued redaction of the Materials.

On July 15, 2019, the Government submitted a status report and proposed redactions to the Materials ex parte and under seal. The Government now represents that it has concluded the aspects of its investigation that justified the continued sealing of the portions of the Materials relating to Cohen's campaign finance violations. Although the Government agrees that the majority of the campaign finance portions of the Materials may be unsealed, it requests limited redactions to those portions to protect third-party privacy interests.

After reviewing the Government's status report and proposed redactions, this Court denies the Government's request. In particular—and in contrast to the private nature of Cohen's business transactions—the weighty public ramifications of the conduct described in the campaign finance portions warrant disclosure. See United States v. Amodeo, 71 F.3d 1044, 1051 (2d Cir. 1995) (explaining that “financial records of a wholly owned business, family affairs, illnesses, embarrassing conduct with no public ramifications, and similar matters will weigh more heavily against access than conduct affecting a substantial portion of the public”). Moreover, the involvement of most of the relevant third-party actors is now public knowledge, undercutting the need for continued secrecy. See United States v. Basciano, 2010 WL 1685810, at *4 (E.D.N.Y. Apr. 23, 2010) (“Shielding third parties from unwanted attention arising from an issue that is already public knowledge is not a sufficiently compelling reason to justify withholding judicial documents from public scrutiny.”). On balance, the “strong presumption of public access” to search warrants and search warrant materials under the common law far outweighs the weakened privacy interests at play here. See Cohen, 366 F. Supp. 3d at 621-22 (collecting cases).

The campaign finance violations discussed in the Materials are a matter of national importance. Now that the Government's investigation into those violations has concluded, it is time that every American has an opportunity to scrutinize the Materials. Indeed, the common law right of access—a right so enshrined in our identity that it “predate[s] even the Constitution itself”—derives from the public's right to “learn of, monitor, and respond to the actions of their representatives and representative institutions.” United States v. Erie Cty., 763 F.3d 235, 238-39 (2d Cir. 2014).

Accordingly, the Government is directed to file the July 15, 2019 status report and the Materials on the public docket on **July 18, 2019 at 11:00 a.m.** The July 15, 2019 status report shall be unredacted in its entirety, except that limited references in the footnote to an uncharged third-party may remain redacted. See United States v. Smith, 985 F. Supp. 2d 506, 526 (S.D.N.Y. 2013). The Materials shall be unredacted in their entirety, except that the names of law enforcement investigators, references to individuals who purportedly engaged in business transactions or contemplated business transactions with Cohen relating to taxi medallions, see Cohen, 366 F. Supp. 3d at 625, and personal information referenced in this Court's March 18, 2019 Order may remain redacted.

Dated: July 17, 2019
New York, New York

SO ORDERED:


WILLIAM H. PAULEY III
U.S.D.J.

PX-41

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA



IN RE 2 MAY 2022 SPECIAL PURPOSE
GRAND JURY

2022-EX-000024

ORDER ON MOTION TO QUASH, PRECLUDE, AND RECUSE

On 20 March 2023, former President Trump filed a motion to quash the Special Purpose Grand Jury's Final Report, to preclude any State prosecuting agency from using any evidence derived from the Special Purpose Grand Jury's work, and to disqualify the Fulton County District Attorney's Office from further investigation into/prosecution of alleged interference with the 2020 general election in Georgia.¹ On 28 April 2023, Cathleen Latham, one of the "alternate" presidential electors advanced by Georgia's Republican Party in the aftermath of the 2020 general election, filed a motion joining Trump's motion. On 15 May 2023, the District Attorney responded to the two motions and certain media intervenors did the same -- although the intervenors' response was limited to opposing Trump and Latham's efforts to suppress the Final Report. Finally, on 19 May 2023, a "bipartisan" collection of former federal and state prosecutors submitted an *amicus* brief opposing all relief sought by Trump and Latham.² At that point, the record was complete, as the Court declined Trump's request to file a reply brief, finding the 500+ pages of pleadings ample and sufficient to resolve the issues presented.

¹ Trump also sought to have either the Chief Judge of the Atlanta Judicial Circuit or "a duly assigned Fulton County Superior Court judge" other than the undersigned consider his motion. Trump mot. at 1. Counsel for Trump -- seasoned Georgia practitioners -- are all no doubt familiar with Uniform Superior Court Rule 25, which prescribes the method for seeking the recusal of the judge assigned to a matter. That required approach was not followed here in any respect and so the motion necessarily remains with the judge originally randomly assigned to supervise the Special Purpose Grand Jury.

² The 19 May 2023 filing was more specifically a motion to allow the *amici* to file a brief for the Court's consideration. That motion is hereby GRANTED; the *amicus* brief is part of the universe of pleadings the Court considered in reaching its conclusions in this Order.

1. Precluding Further Prosecution

Having reviewed the pleadings, the Court now finds that neither Trump nor Latham enjoys standing to mount a challenge -- at this pre-indictment phase of the proceedings -- to the continued investigation into and potential prosecution of possible criminal interference in the 2020 general election in Georgia. The movants' asserted "injuries" that would open the doors of the courthouse to their claims are either insufficient or else speculative and unrealized. They are insufficient because, while being the subject (or even target) of a highly publicized criminal investigation is likely an unwelcome and unpleasant experience, no court *ever* has held that that status alone provides a basis for the courts to interfere with or halt the investigation.³ Trump knew this, and now Latham does too: "No doubt the threat of prosecution can weigh heavily on the mind of anyone under investigation. But without diminishing the seriousness of the burden, that ordinary experience cannot support extraordinary jurisdiction." *Trump v. United States*, 54 F.4th 689, 700 (11th Cir. 2022) (citations omitted); *see also Ramsden v. United States*, 2 F.3d 322, 326 (9th Cir. 1993) ("if the mere threat of prosecution were allowed to constitute irreparable harm, every potential defendant could point to the same harm and invoke the equitable powers of the court").⁴

³ And for some, being the subject of a criminal investigation can, à la Rumpelstiltskin, be turned into golden political capital, making it seem more providential than problematic. Regardless, simply being the subject (or target) of an investigation does not yield standing to bring a claim to halt that investigation in court.

⁴ Both *Trump* and *Ramsden* involve our federal district courts' limited equitable jurisdiction in the context of pre-indictment challenges to search warrants brought pursuant to Federal Rule of Criminal Procedure 41. It is true that federal standing requirements -- which are "grounded in Article III's limitation of the federal judicial power to only certain kinds of 'cases' and 'controversies'" -- do not control standing analysis in Georgia's courts. *Sons of Confederate Veterans v. Henry Cnty. Bd. of Commissioners*, 315 Ga. 39, 45 (2022). Nonetheless, "from the earliest days" Georgia's courts "have understood the power of courts -- the judicial power -- to be limited to cases involving actual controversies, which requires a showing of some injury." *Id.* at 62. Thus, *Trump* and *Ramsden's* analysis of what constitutes actual injury, in the context of pre-indictment criminal investigations, is instructive -- if not memorable to Trump and his legal team.

The professed injuries are also speculative and unrealized because there is, as of yet, no indictment that creates the genuine controversy required to confer standing.⁵ Trump and Latham presently theorize that evidence derived from the Special Purpose Grand Jury will be used to secure whatever indictment(s) may be imminent. They further suppose that they will be named in one or more charging documents. Perhaps and perhaps. Alone, that *possibility* is not enough to create a controversy, cause an injury, or confer standing. So Trump and Latham necessarily further allege that the information from the Special Purpose Grand Jury is fatally tainted due to procedural missteps made by the grand jury and the supervising judge.⁶ Assuming without finding that there were procedural infirmities, relief continues to elude the pair at this pre-indictment juncture:

Even if ... some of the evidence presented to the regular grand jury emanated from the unlawful investigation by the special purpose grand jury, this in itself is of no moment, for grand juries, unlike petit juries, are authorized to consider evidence without regard to its eventual admissibility at trial.

State v. Lampl, 296 Ga. 892, 897–98 (2015); *see also Mitchell v. State*, 239 Ga. 456, 459 (1977) (evidence which the grand jury receives in finding a true bill is “not subject to inquiry”).⁷

⁵ The Court appreciates that “a wrongful indictment is no laughing matter; often it works a grievous, irreparable injury to the person indicted. The stigma cannot be easily erased. In the public mind, the blot on a man’s [or woman’s] escutcheon is seldom wiped out by a subsequent judgment of not guilty.” *United States v. Search of Law Office, Residence, & Storage Unit Alan Brown*, 341 F.3d 404, 410 (5th Cir. 2003) (punctuation and citation omitted). However, in this situation, movants’ rather overwrought allegations of prosecutorial overreach and judicial error do not suffice to show that there is a significant risk of a “wrongful” indictment (or even a blot on an escutcheon).

⁶ The pair also argue that the statutes authorizing special purposes grand juries are unconstitutionally vague. While this Court finds such an argument unpersuasive -- as a plain language reading of the statutes (and the case law interpreting them) demonstrates -- it is not reaching the merits of that position, given the ruling on standing.

⁷ It is further important to note, in considering injury and standing (and lack thereof), that neither Trump nor Latham appeared before the Special Purpose Grand Jury. Thus, the litany of procedural and constitutional shortcomings that they allege infected the Special Purpose Grand Jury’s work are all applicable to... someone not named Trump or Latham. Moreover, several of their challenges to the

Finally, there are sound policy reasons, buttressed by controlling precedent, to defer resolution of these complaints until indictment.⁸ Prosecution is an executive branch function; the judicial branch should involve itself sparingly and delicately in the work that precedes formal charges. See *State v. Wooten*, 273 Ga. 529, 531 (2001) (“In the district attorney’s role as an administrator of justice, ... she has broad discretion in making decisions prior to trial about who to prosecute [and] what charges to bring”); *Evans v. State*, 356 Ga. App. 438, 440 (2020) (“not even a trial court may interfere with a prosecutor’s discretion to pursue criminal prosecution”). After formal charges are brought, the locus of power, authority, and jurisdiction shifts to the courts. Arguments like those being made prematurely in the pending motions can be more effectively (and reasonably) presented and ruled upon when the full picture of who is being charged with what has been painted. Guessing at what that picture might look like before the investigative dots are connected may be a popular game for the media and blogosphere, but it is not a proper role for the courts and formal legal argumentation.⁹

constitutionality of the statutory scheme that authorizes special purpose grand juries — to include in particular their assertion that, in Georgia, special purpose grand juries can only conduct civil investigations and thus cannot compel the attendance of out-of-state witnesses -- were repeatedly rejected by the many foreign jurisdictions that were confronted with such arguments.

⁸ “A robust standing doctrine is necessary to ensure that courts remain the least dangerous branch of government. When we decide only cases brought by parties seeking redress for actual harm, we limit ourselves to exercising only that power granted us by the Georgia Constitution.” *Parker v. Leeuwenburg*, 300 Ga. 789, 793 (2017) (Peterson, J., dissenting).

⁹ A further bar to the form of relief being sought by Trump and Latham is O.C.G.A. § 9-5-2, which mandates that equity “will take no part in the administration of the criminal law.” See also *GeorgiaCarry.org v. Atlanta Botanical Garden, Inc.*, 299 Ga. 26, 31 (2016) (requesting injunctive relief that would enjoin the State from prosecuting the movant “squarely implicates the administration of criminal law and, thus, is improper”). Latham is more explicit in her motion, demanding “permanent injunctive relief” from (1) the use of any evidence derived from the Special Purpose Grand Jury’s work and (2) the Fulton County District Attorney’s Office continued participation in the “investigation or prosecution of this matter.” Latham Mot. at 5-6. Trump’s requests are no different, even if not so transparent in their nomenclature.

There will be a time and a forum in which Trump and Latham can raise their concerns about the constitutionality of the special purpose grand jury statutes, about the performance of this particular Special Purpose Grand Jury (and the judge supervising it), and about the propriety of allowing the Fulton County District Attorney to remain involved with whatever criminal prosecution -- if any -- results from the work of this Special Purpose Grand Jury. That time is not now and that forum is not here. Should either (or both) movant be indicted, they can raise all these issues (as they undoubtedly will) before the judge who is actually confronted with a case and controversy, whether that judge be here in the Superior Court of Fulton County or instead in the Northern District of Georgia.¹⁰

2. Quashing the Final Report

Trump and Latham both seek to have the Special Purpose Grand Jury's final report locked away from public view forever. Such permanent silencing of that investigative body is not what either statutory or case law generally allows. See O.C.G.A. § 15-12-80 (when a grand jury recommends to the court that its presentments be published, "the judge *shall* order the publication") (emphasis added); *In re Gwinnett Cnty. Grand Jury*, 284 Ga. 510, 513 (2008) (holding that USCR 21, which restricts the courts' ability to limit access to court files, encompasses "presentments made by the grand jury in open court at the conclusion of the grand jury's investigation"). However, a more complete analysis of Trump and Latham's claimed due process rights concerning publication of the Final Report -- assuming, *arguendo*, that they are named in it -- is unnecessary at this time because those portions of the report that have not been released will, per this Court's

¹⁰ See 28 U.S.C. 1442.

earlier Order entered on 13 February 2023, remain out of the public's eye until the District Attorney's final charging decision, which she has widely advertised will occur sometime in the first two weeks of August. After that, the Court will, as promised, revisit the question of releasing the remainder of the Final Report. Until then, motions to quash or expunge are MOOT.¹¹

3. Disqualifying the District Attorney

Finally, Trump and Latham seek to have the District Attorney and her office "disqualified from any further involvement in this matter." Trump Mot. at 1. This is a bold request; a significant showing must be made to grant such uncommon relief.¹² There are two primary grounds for disqualification of a prosecuting attorney: (1) conflict of interest and (2) "forensic misconduct." *Williams v. State*, 258 Ga. 305, 314 (1988). Neither ground has been shown here. The conflicts of interest that typically suffice to support a motion to disqualify arise when the prosecutor previously represented the defendant with respect to the crimes charged, when she consulted with the defendant in

¹¹ There is one potential intervening event that could require reconsideration of this mootness finding: the media intervenors have appealed this Court's 13 February 2023 Order restricting publication of certain portions of the Final Report. *See In re: 2 May Special Purpose Grand Jury*, Case No. A23A1453, filed 4 May 2023. Should the Court of Appeals reverse this Court's ruling and direct the Court to enter a revised Order mandating the release of the remainder of the report *before* the District Attorney completes her charging process, the Court will revisit Trump and Latham's arguments about quashal (and expungement), as well as the media intervenor's and *amici's* arguments opposing such relief.

¹² As both the movants and the District Attorney note, such a showing was made earlier as to a lone subject of the investigation, Lieutenant Governor Burt Jones (who, at the time, was candidate Burt Jones). In that situation -- in stark contrast to this one -- the District Attorney had lent her name and her public office to the fundraising purposes of a political opponent of Jones, creating an unavoidable and profound appearance of partiality. That decision injected direct partisanship into a criminal investigation that should remain as politically neutral as possible. For that reason, the District Attorney and her office were disqualified from pursuing charges against Jones for any possible criminal interference in the general election of 2020. *See* Order of 25 July 2022 in this docket. Neither movant has demonstrated anything of the sort in their cases -- indeed, it is unclear how Latham could, given that she was not a candidate for any office. Public comments about the need for and importance of the investigation fall far short of the type of bias, explicit or implicit, that must be found.

a professional capacity with regard to such crimes, or when she “has acquired a personal interest or stake in the defendant’s conviction.” *Ventura v. State*, 346 Ga. App. 309, 310–11 (2018) (citation omitted). Forensic misconduct occurs when, for example, the prosecutor improperly expresses her “personal belief in the defendant’s guilt.” *Williams*, 258 Ga. at 314.

None of that has happened -- yet. There is no evidence (or even a contention) that the District Attorney (or any of her many assistants) ever represented Trump or Latham or consulted with them in a professional legal capacity. Nor is there evidence of any direct financial interest that any member of the District Attorney’s Office has in the outcome of the case, unlike the sole case upon which movants rely: the fractured, inapposite, and unpersuasive opinion in *Young v. U.S. ex rel. Vuitton et Fils S.A.*, 481 U.S. 787 (1987).¹³ And as for “forensic misconduct” -- while both sides have done enough talking, posting, tweeting (“X’ing”?), and press conferencing to have hit (and perhaps stretched) the bounds of Georgia Rules of Professional Conduct 3.6(a) and 3.8(g) -- neither movant has pointed to any averments from the District Attorney or her team of lawyers expressing a belief that Trump or Latham is guilty or has committed this or that offense. Rather, the consistent -- and persistent -- theme has been the standard fare of “pursuing the evidence where it leads us,” “holding everyone accountable,” and “no one being above the law.” The drumbeat from the District Attorney has been neither partisan (in the political sense)

¹³ The speaking engagements, book deals, etc., that will inevitably flow from this investigation are equal opportunity prospects for prosecutors and defense attorneys alike -- and not linked to any particular outcome, as the O.J. Simpson case illustrated. And the claim Trump raises in his amended petition for mandamus (discussed in n. 14 below) that the District Attorney has an improper financial stake in the investigation because of unsolicited political support she is receiving is similarly a non-starter: that private citizens who take a dim view of the former President have responded to *third-party* urgings to support the District Attorney’s re-election campaign is neither remarkable nor disqualifying. If it were, no elected prosecutor could ever take on a politically polarizing case.

nor personal, in marked and refreshing contrast to the stream of personal invective flowing from one of the movants.

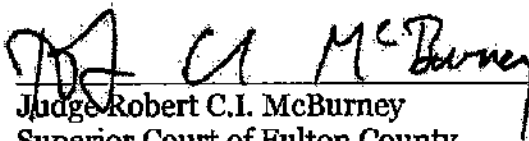
Put differently, the District Attorney's Office has been doing a fairly routine -- and legally unobjectionable -- job of public relations in a case that is anything but routine. None of what movants cite rises to the level of justifying disqualification and all of it, collectively, falls far short of what prompted the District Attorney's disqualification from the investigation into Lieutenant Governor Jones. The prosecutor is not a neutral party and does not need to pretend to be: she has a cause she has sworn to pursue, and in that pursuit of justice, she "is necessarily a partisan in the case. If [s]he were compelled to proceed with the same circumspection as the judge and jury, there would be an end to the conviction of criminals." *State v. Sutherland*, 190 Ga. App. 606, 607 (1989) (citation omitted). For these reasons, Trump and Latham's motions to disqualify the District Attorney are DENIED.¹⁴

* * *

¹⁴ There is an additional basis for denial, not reached here but certainly one preserved for pursuit should this Order be appealed: waiver. As the District Attorney noted in her response, a motion to disqualify the prosecutor in a criminal case "must be raised promptly after the defendant learns of a potentially disqualifying matter." *Reed v. State*, 314 Ga. 534, 546 (2022). Much, if not all, of what serves as the movants' grounds for disqualification is quite dated, having occurred months before their motions were filed -- and movants offer no explanation for their delay in seeking disqualification.

Former President Trump and alternate Elector Latham's motions to preclude any State prosecuting agency from using evidence derived from the Special Purpose Grand Jury's work are DISMISSED for lack of standing. Their motions to quash (or expunge) the Final Report of the Special Purpose Grand Jury are DENIED as moot. And their motions to disqualify the District Attorney and her office are DENIED.¹⁵

SO ORDERED this 31st day of July 2023.


Judge Robert C.I. McBurney
Superior Court of Fulton County

¹⁵ Perplexingly, prematurely, and with the standard pugnacity, Trump has filed not one but two mandamus actions against the District Attorney and this Court -- one in the Supreme Court of Georgia (case S23O1134, which the Supreme Court has already dismissed) and one in the Superior Court of Fulton County (Civil Action 2023CV382670). Peculiarly, neither petition requests the sole relief available under mandamus: an order "compel[ling] a public officer to perform a required duty." *Love v. Fulton Cnty. Bd. of Tax Assessors*, 311 Ga. 682, 692 (2021) (citation omitted). That "required duty," though it is only obliquely referenced in the twin mandamus petitions, could only be for this Court to rule on the pending motion. Perhaps the conspicuous omission of a demand for such relief is due to petitioner's counsel's familiarity with O.C.G.A. § 15-6-21(b). Pursuant to that statute, a superior court judge in a county with more than 100,000 inhabitants (such as Fulton County) must decide all motions within 90 days after briefing is complete. Basic calendar math shows why mandamus relief is not (yet) available: the State's response was filed on 15 May 2023, per the Court's amended (and unobjected to) Scheduling Order of 1 May 2023. Ninety days from 15 May 2023 is 13 August 2023 -- which is a Sunday -- making the statutory deadline for the Court's Order 14 August 2023. Before that date, there is nothing to compel. We are several weeks from that date and here is the Order. This filing, while it will indubitably generate an appeal, should render moot Civil Action 2023CV382670 as to the supervising judge. In the future, counsel is encouraged to follow the professional standard of inquiring with chamber's staff about timing and deadlines before burdening other courts with unnecessary and unfounded legal filings.

PX-42



FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 18, 2021

Via Electronic Mail

(lgoodman@wiley.law; awoodson@wiley.law)

Lee E. Goodman, Esq.
Andrew G. Woodson, Esq.
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006

RE: MURs 7324, 7332, 7364 and 7366

Dear Mr. Goodman and Mr. Woodson:

On May 17, 2021, the Federal Election Commission accepted the signed conciliation agreement submitted by American Media, Inc., through its successor in interest, A360 Media, LLC ("AMI"), in settlement of a violation of 52 U.S.C. § 30118(a), a provision of the Federal Election Campaign Act of 1971, as amended. The Commission also determined to take no further action as to David J. Pecker. Accordingly, the files in MURs 7324, 7332, 7364, and 7366 have been closed as they pertain to AMI and Mr. Pecker.

The Commission reminds you that the confidentiality provisions of 52 U.S.C. § 30109(a)(12)(A) still apply, and that these matters are still open with respect to other respondents. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please call me at (202) 694-1573.

Sincerely,

Adrienne C. Baranowicz

Adrienne C. Baranowicz
Attorney

Enclosure
Conciliation Agreement

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MURs 7324, 7332, 7366,
American Media, Inc.¹)
)

CONCILIATION AGREEMENT

This matter was generated by complaints filed by Common Cause, Free Speech for People, American Bridge 21st Century Foundation, and Allen J. Epstein. The Federal Election Commission found reason to believe that American Media, Inc. through its successor in interest, A360 Media, LLC (“AMI”) (“Respondent”) knowingly and willfully violated 52 U.S.C. § 30118(a) by making a prohibited corporate in-kind contribution by purchasing a story right from Karen McDougal in August 2016 and thereafter not publishing the story in consultation with an agent of Donald J. Trump.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 52 U.S.C § 30109 (a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent voluntarily enters into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

¹ Through its successor in interest A360 Media, LLC.

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1. In 2016, at the time of the events giving rise to this matter, AMI was a *bona fide* media corporation headquartered in New York, New York, that published health, fitness, celebrity and investigative print and online magazines, tabloids and books. Among AMI's publications were the *National Enquirer* (the "*Enquirer*"), a weekly print and online tabloid publication in print since 1926, *Muscle & Fitness*, *Muscle & Fitness Hers*, *Men's Journal*, *Star Magazine*, *Radar Online*, *OK!*, and *US Weekly*. AMI has never been owned or controlled by a candidate or political party. It has a decades-long newsgathering practice of purchasing story rights.

2. David Pecker was the President and Chief Executive Officer of AMI until 2020 when AMI merged with another company to form a new company.

3. Dylan Howard was AMI's Vice President and Chief Content Officer. From 2013 to 2017, Howard was the Editor in Chief of the *Enquirer*.

4. Michael D. Cohen was an attorney for the Trump Organization.

5. Donald J. Trump for President, Inc. and Bradley T. Crate in his official capacity as treasurer (the "Trump Committee"), was then-presidential candidate Donald J. Trump's principal campaign committee.

6. In August 2015, David Pecker met with at least one member of the Trump Committee and Michael Cohen. At that meeting, Mr. Pecker offered to help deal with negative stories about Trump by, among other things, assisting the campaign in identifying such stories so they could be purchased and their publication avoided. Mr. Pecker agreed to keep Cohen apprised of any such stories.

7. In June 2016, an attorney representing Karen McDougal, who was attempting to sell her story of her alleged extramarital affair with Trump, contacted Dylan Howard at the

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Enquirer. David Pecker and Dylan Howard then informed Michael Cohen about the story. At Mr. Cohen's urging and subject to his promise that AMI would be reimbursed, AMI began negotiations to obtain the rights to her story. On June 20, 2016, Dylan Howard interviewed Karen McDougal about her story. Following the interview, AMI communicated to Mr. Cohen that it would acquire the story but not publish it, pursuant to an expectation of reimbursement by Michael Cohen.

8. AMI and Karen McDougal entered into a contract on August 6, 2016, whereby AMI purchased the "Limited Life Story Rights" to the story of Ms. McDougal's relationship with "any then-married man" in exchange for the payment of \$150,000. In addition, Ms. McDougal agreed to be featured on two AMI-owned magazine covers and work with a ghostwriter to author monthly columns for AMI publications; however, AMI was not obligated to publish her columns.

9. On August 10, 2016, AMI sent a \$150,000 payment to Karen McDougal's attorney Keith Davidson for the rights to Ms. McDougal's story, modeling services for magazine covers, and articles.

10. In late August and September 2016, consistent with prior conversations between them, Mr. Cohen called David Pecker and stated that he wanted to be assigned the limited life rights portion of AMI's agreement with Karen McDougal. Mr. Pecker agreed to assign the rights to Cohen for \$125,000. The assignment agreement was drawn up, and on September 30, 2016, prior to receiving payment, Mr. Pecker signed the agreement, which contemplated the transfer of the limited life rights portion of AMI's agreement to an entity that had been set up by Michael Cohen in return for a payment of \$125,000.

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11. However, in or about early October 2016, Mr. Pecker contacted Mr. Cohen and told him that the deal was off and that Mr. Cohen should tear up the assignment agreement. Thus, the sale was never consummated and AMI continued to own the story right until April 2018, when AMI renegotiated the limited life story right with Ms. McDougal, re-assigning the story right to her while retaining a financial interest in the story in the event she were to sell the story.

12. In addition to the sale of the limited life story right, Karen McDougal ultimately did perform journalistic services for AMI. AMI published articles written by Ms. McDougal in *OK! Magazine* and *Star Magazine* and featured her on the cover of *Muscle & Fitness Hers* (Spring 2017) and *Men's Journal* (September 2018). She modeled for photo shoots which were featured in print magazines and online. The publication of these articles was intended, at least in part, to keep Ms. McDougal from commenting publicly about her story and her agreement with AMI.

13. In 2018, AMI entered into a non-prosecution agreement with the Department of Justice ("AMI Non-Prosecution Agreement") that related to AMI's general agreement to identify stories that were damaging to Donald J. Trump's presidential campaign so that they could be purchased and their publication avoided, including AMI's subsequent \$150,000 payment to Karen McDougal.

14. In the AMI Non-Prosecution Agreement, AMI acknowledged that the payment of \$150,000 was "substantially more than AMI otherwise would have paid to acquire the story" because of Michael Cohen's assurances that AMI would ultimately be reimbursed for the payment. Further, AMI admitted that its "principal purpose in entering into the agreement was to suppress [McDougal's] story so as to prevent it from influencing the election" and that "[a]t no

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time during the negotiation for or acquisition of [McDougal's] story did AMI intend to publish the story or disseminate information about it publicly.” As part of the Non-Prosecution Agreement, AMI admitted that, “[a]t all relevant times, [it] knew that corporations such as AMI are subject to federal campaign finance laws, and that expenditures by corporations, made for purposes of influencing an election and in coordination with or at the request of a candidate or campaign, are unlawful.”

15. Under the Federal Election Campaign Act of 1971, as amended (the “Act”), a “contribution” includes “any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office,” and an “expenditure” includes “any purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value, made by any person for the purpose of influencing any election for Federal office.” 52 U.S.C. § 30101(8)(A), (9)(A).

16. Under Commission regulations, the phrase “anything of value” includes all in-kind contributions, which includes, among other things, coordinated expenditures. 52 U.S.C. § 30116(a)(7)(B)(i); 11 C.F.R. § 100.52(d)(1).

17. An expenditure is coordinated when it is made “in cooperation, consultation or concert with, or at the request or suggestion” a candidate or a candidate’s authorized committee and is considered an in-kind contribution to the candidate or candidate’s authorized committee with whom it was coordinated. 11 C.F.R. § 109.20.

18. Although the Act’s definition of “expenditure” does not include “any news story, commentary, or editorial distributed through the facilities of any broadcasting station, newspaper magazine, or other periodical publication, unless such facilities are owned or controlled by any

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political party, political committee, or candidate,” the Commission has concluded that this exemption, known as the “Press Exemption,” does not apply to AMI’s payment to Karen McDougal because, as stated in the AMI Non-Prosecution Agreement, “[a]t no time during the negotiation for or acquisition of [Karen McDougal’s] story did AMI intend to publish the story or disseminate information about it publicly,” it acquired the story “in consultation cooperation and concert with and at request or suggestion of one or more agents of [Trump’s] 2016 presidential campaign,” and AMI’s “principal purpose in entering into the agreement was to suppress [Karen McDougal’s] story so as to prevent it from influencing the election.” *See* 52 U.S.C. § 30101(9)(B)(i); 11 C.F.R. §§ 100.73, 100.132.

19. The Act and Commission regulations prohibit corporations from making contributions to candidate committees in connection with a federal election.
52 U.S.C. § 30118(a); 11 C.F.R. § 114.2(b).

20. The Act and Commission regulations also prohibit candidates, candidate committees, or other persons from knowingly accepting or receiving such a prohibited contribution and for any officer or director of a corporate to consent to making any such contribution. 52 U.S.C. § 30118(a); 11 C.F.R. § 114.2(b), (d)-(e).

21. AMI contends that, like all publishers, it has a well-established First Amendment and statutory right, which it has often practiced, to decline to publish stories, even after spending significant resources to develop those stories. AMI further contends that it believed its purchase of McDougal’s story right in 2016 and the decision not to publish the story were fully protected by the Press Exemption and the First Amendment because AMI is a well-established press entity regularly publishing magazines in print and online for decades. AMI further contends that the

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choice of an individual to sell their story right and of AMI to purchase that right and not publish the story would not necessarily result in a contribution under the Act.

V. Solely for the purpose of settling this matter expeditiously and avoiding litigation, with no admission as to the merit of the Commission's legal conclusions:

1. Respondent agrees not to contest that AMI's payment to Karen McDougal to purchase a limited life story right combined with its decision not to publish the story, in consultation with an agent of Donald J. Trump and for the purpose of influencing the election, constituted a prohibited corporate in-kind contribution in violation of 52 U.S.C. § 30118(a).

2. Respondent acknowledges the Commission's reason-to-believe finding that these violations were knowing and willful, but Respondent does not admit to the knowing and willful aspect of these violations.

VI. Respondent will take the following actions:

1. Respondent will cease and desist from violating 52 U.S.C. §§ 30118(a).

2. Respondent will pay a civil penalty to the Commission in the amount of One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500) pursuant to 52 U.S.C. § 30109(a)(5)(B).

VII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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VIII. This agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Charles Kitcher

5/18/21

Charles Kitcher
Acting Associate General Counsel
for Enforcement

Date

FOR THE RESPONDENT:

DocuSigned by:
Jeff Pascoe
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2021-05-13 | 9:10:40 EDT

James Pascoe
Chief Legal Officer

Date

PX-43

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 22-14102-CV-MIDDLEBROOKS

DONALD J. TRUMP,

Plaintiff,

v.

HILLARY R. CLINTON, et al.,

Defendants.

ORDER ON MOTION FOR INDICATIVE RULING

On May 12, 2023, Special Counsel John H. Durham submitted his *Report on Matters Related to Intelligence Activities and Investigations Arising Out of the 2016 Presidential Campaigns* (“Durham Report”). Plaintiff and his lawyers tout the Report as “newly discovered evidence” and they now ask me to reconsider my previous rulings. But far from “seismically alter[ing] the legal landscape of this case” (DE 331 at 6), the Durham Report changes nothing. Nor could it really. Even if the Durham Report uncovered the sort of vast conspiracy alleged by Plaintiff (it plainly did not), it would not change the many *legal* conclusions I made in the Order dismissing Plaintiff’s lawsuit. And whatever the Durham Report can be said to have uncovered, for purposes of this case, it does not change my findings that Movants acted in bad faith in bringing this lawsuit and that this case exemplifies Mr. Trump’s history of abusing the judicial process. Therefore, for the reasons set forth below, Plaintiff and his lawyers’ Motion for Indicative Ruling Based Upon New Evidence is denied.¹

¹ The Motion for Indicative Ruling was filed on July 27, 2023 by Plaintiff Donald J. Trump and his lawyers, Alina Habba; Michael T. Madaio; Habba, Madaio, & Associates; Peter Ticktin; Jamie Alan Sasson; and The Ticktin Law Group. (DE 331). The Motion is fully briefed. (DE 332; DE 333; DE 334; DE 336).

I. BACKGROUND

On September 8, 2022, in a 65-page Order, I dismissed Plaintiff's Amended Complaint with prejudice as to all non-Federal Defendants and without prejudice as to the United States. (DE 267) ("MTD Order").² Given the frivolous nature of the case, I reserved jurisdiction to adjudicate issues pertaining to sanctions. On November 10, 2022, I granted Defendant Dolan's Motion for Rule 11 sanctions. (DE 284) ("First Sanctions Order"). In the First Sanctions Order, I imposed an over \$66,000 sanction on Plaintiff's lawyers, Alina Habba; Michael T. Madaio; Habba Madaio & Associates; Peter Ticktin; Jamie Alan Sasson; and The Ticktin Law Group. On January 19, 2023, I granted eighteen other Defendants' Joint Motion for Sanctions under this Court's inherent powers. (DE 302) ("Second Sanctions Order"). In the Second Sanctions Order, I imposed a nearly \$938,000 sanction on Plaintiff Donald J. Trump and Plaintiff's lead attorney, Alina Habba and Habba Madaio & Associates. Between late 2022 and February 2023, Plaintiff and his sanctioned lawyers ("Movants") appealed all three Orders to the Eleventh Circuit.

Pursuant to 28 C.F.R. § 600.8(c), Special Counsel Durham submitted his Report to United States Attorney General Merrick Garland on May 12, 2023. Durham Report at 1. § 600.8(c) provides that "[a]t the conclusion of the Special Counsel's work, he or she shall provide the Attorney General with a confidential report explaining the prosecution or declination decisions reached by the Special Counsel." 28 C.F.R. § 600.8(c). On May 15, 2023, Attorney General Garland made public an unclassified portion of the Report when he transmitted it to Congress. Ltr. from AG Garland to Senate and House Judiciary Committees (May 15, 2023), <https://www.justice.gov/sco-durham>.

² See the MTD Order at 1-3 for a summary of Plaintiff's allegations.

United States Attorney General Barr appointed Mr. Durham as special counsel in February 2020 and in October 2020 expanded his mandate to:

[I]nvestigate whether any . . . person or entity violated the law in connection with the intelligence, counter-intelligence, or law-enforcement activities directed at the 2016 presidential campaigns, individuals associated with those campaigns, and individuals associated with the administration of President Donald J. Trump, including but not limited to Crossfire Hurricane and the investigation of Special Counsel Robert S. Mueller, III.

Durham Report at 1-2 (citing Office of the Att'y Gen., Order No. 4878-2020, Appointment of Special Counsel to Investigate Matters Related to Intelligence Activities and Investigations Arising Out of the 2016 Presidential Campaigns ¶ (f) (Oct. 19, 2020)). Special Counsel Durham did not “interpret[] the Order as directing [the Special Counsel’s Office] to consider the handling of the investigation into President Trump opened by the FBI on May 16, 2017.” *Id.* at 2 n7. Instead, he focused on the FBI’s opening and handling of the Crossfire Hurricane Investigation. *Id.* at 7-8.

Movants requested that the Eleventh Circuit take judicial notice of the Durham Report or, in the alternative, stay the appeal pending an indicative ruling from this Court. The Eleventh Circuit granted the latter.

Movants now seek an indicative ruling from this Court that—given the Durham Report—it would “grant the Rule 60(b) motion if the Eleventh Circuit remands jurisdiction of this case.” (DE 331 at 7). Specifically, that “this Court [would] vacate its prior order to dismiss pertaining to the two RICO claims and claim for injurious falsehood against [the non-federal] Defendants . . . and the two sanctions orders.” (*Id.* at 8).

II. LEGAL STANDARD

“A party proffering newly discovered evidence may obtain an indicative ruling from a district court concerning relief from judgment pending appeal.” *Franken v. Mukamal*, 449 F. App’x 776, 779 n.2 (11th Cir. 2011). In such cases, Rule 62.1 explains that a district court may

“(1) defer considering the motion; (2) deny the motion; or (3) state either that it would grant the motion if the court of appeals remands for that purpose or that the motion raises a substantial issue.” Fed. R. Civ. P. 62.1(a)(1)-(3).

As is relevant here, Rule 60(b) provides that:

On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b); [or]

(6) any other reason that justifies relief.

Fed. R. Civ. P. 60(b)(2), (6). The Eleventh Circuit has in turn established a five-part test for parties seeking relief under Rule 60(b)(2):

(1) the evidence must be newly discovered since the trial; (2) due diligence on the part of the movant to discover the new evidence must be shown; (3) the evidence must not be merely cumulative or impeaching; (4) the evidence must be material; **and** (5) the evidence must be such that a new trial would probably produce a new result.

Waddell v. Hendry Cnty. Sheriff's Off., 329 F.3d 1300, 1309 (11th Cir. 2003) (emphasis added).

Moreover, “[n]ewly discovered evidence’ under Rule 60(b) refers to evidence of facts in existence *at the time of the trial* of which the aggrieved party was excusably ignorant.” *N.L.R.B. v. Jacob E. Decker & Sons*, 569 F.2d 357, 364 (5th Cir. 1978) (emphasis added) (citation omitted)³; *see also Smith v. Fla. Agric. & Mech. Univ. Bd. of Trustees*, 687 F. App’x 888 (11th Cir. 2017) (citing same). Crucially, “[a] motion for a new trial under Rule 60(b)(2) is an extraordinary motion and the requirements of the rule must be strictly met.’ Finality is a virtue in the law.”

³ In *Bonner v. City of Prichard*, 661 F.2d 1206, 1209 (11th Cir.1981) (en banc), the Eleventh Circuit court adopted as binding precedent all decisions of the former Fifth Circuit handed down prior to October 1, 1981.

Waddell, 329 F.3d at 1309 (citation omitted).

Rule 60(b)(6), the catchall provision, “is available only when Rules 60(b)(1) through (b)(5) are inapplicable.” *Kemp v. United States*, 142 S. Ct. 1856, 1861 (2022). In other words, “clause (6) and clauses (1) through (5) are mutually exclusive.” *Liljeberg v. Health Servs. Acquisition Corp.*, 486 U.S. 847, 863 n.11 (1988). Accordingly, “‘extraordinary circumstances’ are required to bring the motion within the ‘other reason’ language” of Rule 60(b)(6). *Id.* (citation omitted).

III. DISCUSSION

The Durham Report is *not* “newly discovered evidence” because a party cannot discover something that did not exist at the time of the trial, or here, the final Orders. Movants also do not point to a single fact in the Report that, even with due diligence, they failed to discover. To the extent that Plaintiff can pluck out arguably favorable-sounding facts from the Report that may have some conceivable tie into his conclusory allegations, that doesn’t affect the many *legal* conclusions set forth in the MTD Order. I highlight some here:

1. “Plaintiff’s Amended Complaint is a quintessential shotgun pleading, and ‘[c]ourts in the Eleventh Circuit have little tolerance for shotgun pleadings.’ (*Vibe Micro, Inc. v. Shabanets*, 878 F.3d 1291, 1295 (11th Cir. 2018).” (MTD Order at 7).
2. “Because the United States is the proper party to this action, Plaintiff was required to exhaust his administrative remedies before bringing his claim in this Court under the FTCA.” (*Id.* at 14).
3. “Plaintiff has not alleged that Defendants ‘aimed’ any conduct at Florida or could reasonably have anticipated that Plaintiff would be harmed in Florida, particularly in light of the fact that Plaintiff was a resident of New York at the time of the occurrences giving rise to Plaintiff’s claims. Knowledge that Florida is a state in the United States does not equate to knowledge that Defendants’ actions will have consequences in Florida.” (*Id.* at 20).
4. “[Plaintiff’s] allegations compel only one logical conclusion: that Plaintiff was aware of the factual basis underlying his RICO claims since at least October 2017, if not earlier,” thus placing his RICO claims outside of the 4-year statute of limitations. (*Id.* at 26).
5. “[T]he Government has not instituted any proceedings to punish a RICO violation, nor any RICO predicate act relating to the circumstances giving rise to this litigation. Without any government proceeding initiated to prevent, restrain, or

punish a RICO violation or RICO predicate act, there can be no statutory tolling under [Plaintiff's Clayton Act] theory.” (*Id.* at 28).

6. “Plaintiff misunderstands the law Plaintiff’s concession that he was damaged beginning in September 2017 means that the clock began ticking despite that Plaintiff did not yet appreciate the ‘true extent’ of his injuries.” (*Id.* at 29-30).
7. “Obstruction of justice does not supply Plaintiff with a valid predicate act because Plaintiff does not identify any ‘official proceedings’ that Defendants allegedly obstructed.” (*Id.* at 31).
8. “Even accepting Plaintiff’s allegations as true, perjury and falsifying documents are not RICO predicate acts.” (*Id.* at 33).
9. “Even if DNS data is a trade secret, Plaintiff has not plausibly alleged that he has a protectable interest in it. DNS data is public” (*Id.* at 36).
10. “Nor does ‘misreporting’ payments to Fusion GPS in campaign finance reports qualify as wire fraud. Violations of federal campaign finance laws are not RICO predicate offenses. *See Ayres v. Gen. Motors Corp.*, 243 F.3d 514, 522 (11th Cir. 2000)” (*Id.*).
11. “These investigations, therefore, do not amount to a ‘judicial proceeding’ because none is a civil or criminal lawsuit, and ‘[a]n action for malicious prosecution . . . [can] never occur outside the context of *litigation*.’ *Fischer v. Debrincat*, 169 So.3d 1204, 1209 (Fla. 4th DCA 2015) (emphasis added).” (*Id.* at 51).
12. “That Plaintiff did not know the name of the ‘computer scientist’ or ‘computer expert’ who allegedly obtained the DNS data does not excuse his failure to investigate and identify the offender during the limitations period. *See id.* The CFAA claim is thus time barred.” (*Id.* at 54).
13. “So too is Plaintiff’s claim under the Stored Communications Act (‘SCA’) time barred.” (*Id.* at 57).
14. In dismissing Count X, I explained that “[t]here is no free-standing independent cause of action in Florida for agency. *See, e.g., Barabe v. Apex Partners Eur. Managers, Ltd.*, 359 F. App’x 82, 84 (11th Cir. 2009).” (*Id.* at 62). I further explained that “Count X reflects the high-water mark of shotgun pleading and is accordingly dismissed.” (*Id.*).
15. “Counts XI through XVI purport to state claims . . . for Respondeat Superior/Vicarious Liability. But under Florida law, respondeat superior, like agency, is a doctrine of liability, not itself a cause of action. *See Turner Murphy Co. v. Specialty Constructors, Inc.*, 659 So.2d 1243, 1244 (Fla. 1st DCA 1995).” (*Id.*).

I struggle to even imagine anything that the Durham Report *could* say to warrant a change in any of those conclusions—the sum of which foreclosed Plaintiff’s claims and led to sanctions. And after reading all 306 single-spaced pages of the Durham Report, I am not convinced that anything it *does* say merits the extraordinary relief of granting a Rule 60(b) motion.

A. PRELIMINARY ISSUES

Three issues merit a preliminary discussion. First, the role of judicial notice. Defendants, largely in response to Movants’ framing of their Motion, argued that the Court must, as a threshold matter, take judicial notice of the Durham Report. I don’t think that’s right. As far as I can tell, none of the cases cited by the Parties hold as much. This confusion seems to have arisen from the procedural posture of the appeal, where judicial notice might be the only vehicle for the Eleventh Circuit to consider the Durham Report in the first instance.

Here, we have Rule 60(b)(2). And given that Plaintiff is seeking to turn back the clock at the motion to dismiss stage, imposing the constrained judicial notice lens makes little sense. Otherwise, nearly every Rule 60(b)(2) Motion would be accompanied by a request for judicial notice and that is simply not the case. In my view, Movants went about this Motion in the wrong way. Notwithstanding, for purposes of efficiency, and because it appears that the Eleventh Circuit prefers to have this Court opine on the impact of the Durham Report, I reach the Rule 60(b) motion regardless of judicial notice.

That being said, I note that no amended complaint has been proposed, bringing me to the second issue. While seemingly not required and certainly not dispositive, Movants’ failure to file a proposed amended complaint makes it increasingly difficult to assess the impact of the Durham Report. The Durham Report, and its 306 single-spaced pages, is not a substitute for a “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2); *see also Goldstein v. MCI WorldCom*, 340 F.3d 238, 258 (5th Cir. 2003) (“As they did in crafting

their complaint, the plaintiffs [in their Rule 60(b)(2) motion] simply inundated the district court with an avalanche of material in the hopes that the court would, on its own, connect the dots between any bad act found in the material and allegations related to the single claim against [the defendants] in this case. This is not the court's burden.”).

This problem is compounded by the fact that the Motion is one big smokescreen. Take the following excerpt:

Specifically, the Durham Report exposes Defendants’ conduct in working together to formulate a false story of alleged Trump/Russia collusion. Defendant Clinton, and those working closely with her, “*were seeking in 2016 to promote a false or exaggerated narrative to the public and to U.S. government agencies about Trump’s possible ties to Russia.*” [Durham Report] at 82.

(DE 331 at 11-12) (emphasis added). One would think that page 82 of the Durham Report contains newly discovered evidence to that effect. Not so. The full sentence from which Movants quote reads: “*First, the Clinton Plan intelligence itself and on its face arguably suggested that private actors affiliated with the Clinton campaign were seeking in 2016 to promote a false or exaggerated narrative to the public and to U.S. government agencies about Trump’s possible ties to Russia.*” Durham Report at 82 (emphasis added).

The “Clinton Plan intelligence” refers to Russian intelligence obtained by the United States that concluded that Ms. Clinton, in 2016, approved a plan to “vilify Donald Trump by stirring up a scandal claiming interference by the Russian security services.” *Id.* at 81 (citing Letter from John Ratcliffe, DNI, to Sen. Lindsay Graham (Sept. 29, 2020)). I previously faulted Plaintiff’s lawyers for relying on the contents of the Ratcliffe Letter in the Amended Complaint without noting that it was based on Russian intelligence and that the Letter warns: “The [intelligence community] does not know the accuracy of this allegation or the extent to which the Russian intelligence analysis may reflect exaggeration or fabrication.” (Second Sanctions Order at 8 n.6).

The Durham Report then goes on to explain that the *unclassified* portion of the Report—the only portion available to the Parties and this Court—discusses how U.S. officials received and acted on the “Clinton Plan intelligence.” Durham Report at 83. While the *classified* portion contains “the [Special Counsel] Office’s efforts to verify or refute the key claims found in this intelligence.” *Id.* Thus, the Durham Report as is available and presented by Movants, does not actually contain any newly discovered evidence on this point. And so goes all of Movants’ contentions as to the significance of the Report on this Court’s prior Orders.

Third, and in a similar vein, Movants’ fail to clearly identify “newly discovered evidence” that existed “at the time of the trial.” *See Jacob E. Decker & Sons*, 569 F.2d at 364. While the underlying facts contained in the Report existed at the time of this Courts’ prior orders, Special Counsel Durham’s conclusions and inferences based on those facts did not. Simply put, the Durham Report itself is not “newly discovered evidence” within the meaning of Rule 60(b)(2). And the Movants do not delineate any “newly discovered” fact with that Report.

I also reject Movants’ argument that “[w]hile much of the information contained within the Durham Report may have been reported in the press or asserted in legal proceedings prior to the Durham Report’s release, the existence of this *same information* in a report of an official government investigation is fundamentally different and new.” (DE 336 at 9) (emphasis added). That is exactly the opposite of “newly discovered evidence.”

With all of that in mind, I will now address Movants’ arguments as to each of the three Orders that they seek vacated.

B. ORDER ON MOTIONS TO DISMISS

Plaintiff seeks to revive four of the counts I dismissed: RICO (Count I), RICO Conspiracy (Count II), Injurious Falsehood (Count III), and Conspiracy to Commit Injurious Falsehood (Count IV) as to the non-federal Defendants. In the MTD Order, I dismissed all four with prejudice

because they were time barred by the statute of limitations and none stated a claim on the merits. I will now briefly outline the reasons for dismissal and, where appropriate, interject Plaintiff's arguments for why the Durham Report's "newly discovered evidence" should matter.

Starting with RICO, I held that Plaintiff's claims were time barred because the statute of limitations had run on October 2021, four years from when the injury was or should have been discovered. Plaintiff filed suit on March 24, 2022. I explained that Plaintiff's tweets and the Amended Complaint demonstrated that he was aware of the basis of his claims since at least 2017. (MTD Order at 25-26). Plaintiff never really disputed that (and doesn't now), banking instead on tolling the statute of limitations because (1) he was President, (2) a theory under the Clayton Act, (3) fraudulent concealment, or (4) the discovery rule. (*Id.* at 26). I rejected all four.

As to the first—and the *only* RICO, tolling ruling that Plaintiff seeks overturned—I held that given the several private lawsuits Plaintiff initiated during his Presidency, it “believes any claim that the equities require his novel theory of tolling” (*Id.* at 27). I also explained that *Clinton v Jones*, 520 U.S. 68 (1997), a case relied on by Plaintiff, arrived at the opposite conclusion than that which Plaintiff urged. (*Id.*).

Aside from a rehash of the same legal arguments under decades-old Supreme Court cases, Plaintiff argues that “the Durham Report now confirms, the FBI opened an investigation into President Trump without ‘any actual evidence.’” (*See* DE 331 at 9-10) (citing Durham Report at 8).⁴ Plaintiff then concludes that he “was obligated to let these initial investigations unfold in their

⁴ The full sentence from which Movants quote reads:

Indeed, based on the evidence gathered in the multiple exhaustive and costly federal investigations of these matters, including the instant investigation, *neither U.S. law enforcement nor the Intelligence Community appears to have possessed any actual evidence of collusion* in their holdings at the commencement of the Crossfire Hurricane investigation.

entirety before he could bring this suit” to avoid undermining his “belief in law and order and [sending] the wrong message to the Country.”⁵ (*Id.* at 11). I fail to see what one has to the with the other. In any event, the purported invalidity of the investigation does not change my determination that Plaintiff could have filed suit while President. Moreover, Special Counsel’s Durham conclusion and Plaintiff’s rationale does not constitute “newly discovered evidence.” Seeing as Plaintiff’s Rule 60(b)(2) motion as to his RICO claims fails to even get off the starting blocks, I end the inquiry here.

The story as to injurious falsehood is virtually the same. The vast majority of the statements at issue were well outside the the statute of limitations, March 24, 2020. (MTD Order at 45). Plaintiff adopts the same Rule 60(b)(2) argument rejected above to renew his equitable tolling theory. (DE 331 at 13). I reject it here too. As to a handful of statements that fell within the statute of limitations, I held that Plaintiff did not state a claim for injurious falsehood because (1) attacks on his fitness for political office do not constitute trade libel; (2) even if it did, he failed to plausibly allege any damage considering he won the 2016 presidential election; (3) he did not allege that any statements were made for the purpose of interfering with his property or economic interests; (4) he did not allege that any falsehood impacted third parties’ desire to deal with him or resulted in pecuniary loss, or special damages; and (5) many of the statements are protected by the First Amendment. (MTD Order at 47-49).

Durham Report at 8 (emphasis added). The Durham Report also states that “there is no question that the FBI had an affirmative obligation to closely examine” information provided by the Australian government concerning statements made by a Trump Campaign policy advisor suggesting Russia’s assistance to the campaign. Durham Report at 54. Durham, however, faults the FBI for opening a full, rather than preliminary, investigation.

⁵ Ironically, one lawsuit that I cited in the MTD Order (*Trump v. Vance*, 140 S. Ct. 2412, 2420 (2020)) as an example of Plaintiff’s ability to file lawsuits in his personal capacity while President, involved his attempt to quash a criminal subpoena issued by the Manhattan District Attorney’s Office.

In an attempt to overturn my rulings on the third and fifth points, Plaintiff argues that the Durham Report “exposed the lies regarding President Trump’s business dealings” and that it is “replete with examples of Defendants’ malice.” (DE 331 at 13). This is a prime example of Movants’ failure to clearly state what specific fact is newly discovered. However, regardless of what the Durham Report does or doesn’t say, Plaintiff *still* cannot cure his failure to allege that these purported falsehoods resulted in pecuniary loss, let alone special damages. As I said in the MTD Order, the Amended Complaint lacks the “crucial element” of special damages. (MTD Order at 49) (citing *Salit v. Ruden McCloskey, Smith Schuster & Russel, P.A.*, 742 So.2d 381, 388 (Fla. 4th DCA 1999)). This alone is fatal to Plaintiff’s injurious falsehood claims.⁶

C. SANCTIONS ORDERS

I imposed nearly \$1 million in sanctions on Movants for filing, and doubling down on, a shotgun pleading that functioned as an abusive litigation tactic and was designed to further a political narrative. In doing so, I relied on three Eleventh Circuit decisions, with conduct less problematic than here, that affirmed an imposition of sanctions because of shotgun pleadings. (Second Sanctions Orders at 11) (citing *Jackson v. bank of Am., N.A.*, 898 F.3d 1348 (11th Cir. 2018); *Byrne v. Nezhat*, 261 F.3d 1075 (11th Cir. 2001); *Pelletier v. Zweifel*, 921 F.2d 1465 (11th Cir. 1991)). I explained that cases like this are harmful to the rule of law, portray judges as partisans, and divert resources that should be directed to real harms and legitimate legal claims. (First Sanctions Order at 14).

I called Movants out for consistently misrepresenting and cherry-picking portions of public reports and filings to support a false factual narrative. (First Sanctions Order at 6-7; Second Sanctions Order at 14). To name only a few, Movants misrepresented the findings of the Special

⁶ I considered the rest of the merits arguments as to RICO and injurious falsehood in light of Movants’ supposedly “newly discovered evidence” and did not find that it changed the outcome. The MTD Order sufficiently explains why.

Counsel Robert Mueller’s Report,⁷ alleging, *inter alia*, that it “exonerate[d]” him. Yet in referring to obstruction of justice, the Mueller Report said “[w]hile this report does not conclude that the President committed a crime, it also does not exonerate him.” (Second Sanctions Order at 15-16) (citation omitted). Similarly, Movants relied heavily on the DOJ Inspector General’s Report into the Crossfire Hurricane Investigation,⁸ without acknowledging its conclusion that the FBI opened the investigation “for an authorized purpose” and “with adequate factual predication” that had nothing to do with the Defendants or the Steele Dossier. (*Id.* at 16) (citation omitted).

Movants ignored the unfavorable parts of Special Counsel Durham’s indictments. *See, e.g.*, (Indictment ¶ 36, *United States v. Danchenko*, No. 21-cr-00245, (E.D. Va. Nov. 3, 2021)) (“According to [Mr. Dolan], individuals affiliated with the Clinton Campaign did not direct, and were not aware of, the aforementioned meetings and activities with Danchenko and other Russian nationals.”) (emphasis omitted). And in alleging that Plaintiff was “banned from different social media platforms, including Twitter” as a result of “the misinformation campaign waged by Hillary Clinton,” (Amended Complaint ¶ 524 n.277), Movants at best made it up and at worst flatly lied. *See* Twitter Inc., *Permanent Suspension of @realDonaldTrump*, Twitter Blog (Jan 8, 2021),⁹ (suspending Mr. Trump following January 6th attack on the Capitol because his tweets posed “the risk of further incitement of violence.”).

Specific to Defendant Dolan, Movants disregarded Dolan’s warning that he was a resident of New York, not Virginia. They alleged that Dolan was (1) the chairman of the DNC; (2) then

⁷ 1 Robert S. Mueller, III, U.S. Dep’t of Just., Report on the Investigation into Russian Interference in the 2016 Presidential Election (2019); 2 Robert S. Mueller, III, U.S. Dep’t of Just., Report on the Investigation into Russian Interference in the 2016 Presidential Election (2019).

⁸ U.S. Department of Justice Office of the Inspector General, Review of Four FISA Applications and Other Aspects of the FBI’s Crossfire Hurricane Investigation (2019).

⁹ https://blog.twitter.com/en_us/topics/company/2020/suspension.

chairman of a national Democratic political organization; (2) a senior Clinton Campaign official; (3) and “an individual with intimate ties to the Clinton Campaign and one of its close associates.” (Second Sanctions Order at 6) (citation omitted). All turned out to be false, even after being told so and given an opportunity to amend. As noted above, Movants misrepresented the Danchenko Indictment and excluded portions that directly contradicted Plaintiff’s claim that Dolan conspired with Danchenko and others. (*See id.* at 7-8). I found that Movants failed to perform an adequate pre-filing inquiry, relying instead on conjecture, speculation, and guesswork. (*Id.* at 9.).

Setting aside Movants’ factual misrepresentations and exaggerations, I also found that Movants put forth frivolous legal theories foreclosed by existing precedent. (First Sanctions Order at 9-13; Second Sanctions Order 19-21); *see also supra*, Intro to Part III and Part III.A.

Lastly, I found that this case is part of Mr. Trump’s pattern of misusing the courts to serve a political purpose. The telltale signs being:

- Provocative and boastful rhetoric;
- A political narrative carried over from rallies;
- Attacks on political opponents and the news media;
- Disregard for legal principles and precedent; and
- Fundraising and payments to lawyers from political action committees.

(Second Sanctions Order at 33). In finding that Movants acted in bad faith, I invoked Rule 11 and this Court’s inherent power to deter behavior that interferes with the judiciary’s ability to perform its constitutional duty.

The narrowness of Movants’ Rule 60(b) Motion is itself indicative of why it should be denied. Movants argue that sanctions were inappropriate because the Durham Report shows that (1) it was not “implausible” or “absurd” that then FBI Director, James Comey, conspired with Defendant Clinton; (2) the FBI opened the Crossfire Hurricane investigation without “any actual

evidence of collusion”; and (3) certain allegations about Dolan were either made on a good-faith basis or are now known to be true. (DE 331 at 14-21).

Movants miss the point of the sanctions. First, they completely disregard the significance of Plaintiff’s shotgun pleadings and their subsequent support of the same. In fact, it was in the context of explaining just that in the Second Sanctions Order that I concluded—after walking through Plaintiff’s incoherent allegations for *four* pages—that it was categorically absurd to believe that Mr. Comey conspired with Ms. Clinton.¹⁰ A shotgun pleading, especially one of this length and scope, was not an academic error—it had real-world, negative consequences for Defendants and this Court. Defendants were forced to spend an enormous amount of time and money untangling a web of largely irrelevant facts and frivolous legal conclusions. (*See* Second Sanctions Order, Appendix A). And this Court diverted an unusual amount of resources and time to properly adjudicate this dispute. The Eleventh Circuit has likened a shotgun pleading of this nature to obstruction of justice. (*See id.* at 14) (citing *Byrne*, 261 F.3d at 1131-32). That Movants pressed on, *even after* Defendants raised the relevant Eleventh Circuit caselaw in their initial motions to dismiss, is inexcusable. (*Id.* at 12).

Second, nothing changes my finding that Movants misrepresented and improperly exaggerated public documents. For instance, Movants pound the table on the Durham Report’s purported

¹⁰ The Durham Report does not support Plaintiff’s allegation either. *See* Durham Report at 244 (“[T]he investigation [into Alfa Bank and Yotaphone allegations] assessed whether any FBI or other federal employee conspired with others to promote the allegations in order to benefit the Clinton campaign in a manner that would constitute a federal offense. The Office’s investigation did not establish sufficient evidence that any FBI official or employee knowingly and intentionally participated in a conspiracy with others to promote the allegations, to falsify government records, to obstruct justice, or to cause the FBI to open an investigation into them as part of such a conspiracy.”); *id.* at 266 (“During the Sussmann trial, both Elias and Mook said that the [Hillary for America] campaign did not authorize Sussmann to take the Alfa Bank allegations to the FBI. According to Elias and Mook, the campaign did not trust the FBI due to Comey’s announcement related to the FBI’s Midyear Exam investigation, regarding Hillary Clinton’s use of a private e-mail server during her time as Secretary of State.”).

conclusion that the FBI opened the Crossfire Hurricane investigation without any actual evidence. But that does not change Movants' misrepresentation of the IG Report. (*See* MTD Order at 5-6). Movants—and especially the lawyers—have a duty of candor to the Court. Third, Movants' frivolous legal theories remain frivolous. The fact that Movants are not attempting to revive the vast majority of Plaintiff's claims—even though the Durham Report “seismically alters the legal landscape”—only serves to bolster the sanctions. And fourth, considering the above, my finding that this case is part of Plaintiff's pattern of abusing the judicial system remains unchanged.

As to Dolan specifically, remember that Rule 11 sanctions are properly assessed (1) when a party files a pleading that has no reasonable factual basis; (2) when the party files a pleading that is based on a legal theory that has no reasonable chance of success and that cannot be advanced as a reasonable argument to change existing law; *or* (3) when the party files a pleading in bad faith for an improper purpose. *Massengale v. Ray*, 267 F.3d 1298, 1301 (11th Cir. 2001). I found that *all three* were met. (Second Sanctions Order at 4). Thus, even assuming, *arguendo*, that the Durham Report changes the analysis for the first prong, it does not (for the reasons just stated) for the rest.

Even if portions of the Durham Report constitute “newly discovered evidence,” something that I seriously question, it cannot serve to retroactively cure Movants' reliance on conclusory allegations. *See Jones v. Int'l Riding Helmets, Ltd.*, 49 F.3d 692, 694–95 (11th Cir. 1995) (“[T]he court's inquiry focuses only on the merits of the pleading gleaned from facts and law known or available to the attorney *at the time of filing* ‘The court is expected to avoid using the wisdom of hindsight and should test the signer's conduct by inquiring what was reasonable to believe at the time the pleading, motion, or other paper was submitted.’”).

Given how much Movants' Motion lacks merit, I see nothing more, let alone extraordinary, that would merit relief under Rule 60(b)(6).

IV. CONCLUSION

Movants pursued this lawsuit in bad faith for the improper purpose of dishonestly advancing a political narrative. As I previously explained, Mr. Trump is a prolific and sophisticated litigant who is repeatedly using the courts to seek revenge on political adversaries. This case is straight out of that playbook. Nothing in the Durham Report changes that.

Accordingly, it is **ORDERED and ADJUDGED** that Movants' Motion for Indicative Ruling Based Upon New Evidence (DE 331) is **DENIED**.

SIGNED in Chambers at West Palm Beach, Florida this 15th day of September, 2023.

A handwritten signature in black ink, appearing to read 'Donald M. Middlebrooks', written over a horizontal line.

Donald M. Middlebrooks
United States District Judge

cc: Counsel of Record

PX-44

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January 18, 2023

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General Counsel
Simon & Schuster
1230 Avenue of the Americas
New York, NY 10020

Mark Pomerantz, Esq.


Re: Public Dissemination of Confidential Information by Mark Pomerantz

Dear Ms. D'Alimonte, Ms. Jordan, and Mr. Pomerantz:

This letter is in response to Simon & Schuster's public announcement, on January 11, 2023, of the forthcoming publication of *People v. Donald Trump, An Inside Account*, by Mark Pomerantz, a former Special Assistant District Attorney in the Office of the District Attorney for New York County ("Office"). I write now to ensure the integrity of ongoing criminal investigations and proceedings by this Office.

Mr. Pomerantz is under an obligation to receive prior written permission from the DA's Office before making any disclosures relating to the "existence, nature, or content" of any communications or records or documents that relate in any manner to the investigation he participated in as a Special Assistant.

These procedures, which Mr. Pomerantz agreed to in writing in 2020, were put in place to ensure the integrity of investigations and prosecutions conducted by this Office. Mr. Pomerantz has neither sought nor received approval to make disclosures

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relating to ongoing matters at the DA's Office, and this Office has not reviewed any drafts or excerpts of his manuscript.

Without the benefit of this Office's prior review of the manuscript, the Office cannot have confidence that the manuscript does not violate New York Penal Law § 215.70 (a class E felony), Rules 1.6 and 3.6 of the Attorney Rules of Professional Conduct (22 N.Y.C.R.R. Part 1200), and § 2604(d)(5) of the New York City Charter, either through acts of Mr. Pomerantz or those intentionally aiding him.

Prior to commencing his work with the DA's Office, Mr. Pomerantz acknowledged in writing his understanding that "most or all" of the information he would have access to regarding the investigation is protected by the secrecy provisions of Article 190 of the Criminal Procedure Law, and that disclosure of such information by him is prohibited by New York Penal Law 215.70 and is punishable as a felony. Accordingly, Mr. Pomerantz cannot represent to you that he is authorized or permitted to disclose information relating to any investigation by this Office.

In addition, because Mr. Pomerantz has been separated from the DA's Office for nearly a year, he is not capable of making any assessment of whether the disclosures he intends to disseminate in this publication have a "substantial likelihood of materially prejudicing an adjudicative proceeding." Rule 3.6 of 22 N.Y.C.R.R. 1200. Based on the pre-publication descriptions of his book and the benefit of current knowledge of the matter, but without access to the manuscript, this Office believes there is a meaningful risk that the publication will materially prejudice ongoing criminal investigations and related adjudicative proceedings.

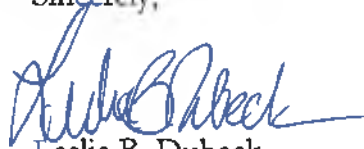
Finally, as a former Special Assistant District Attorney, Mr. Pomerantz's conduct is governed by Chapter 68 of the New York City Charter. In relevant part, Chapter 68, § 2604(d)(5) provides that "No public servant shall, after leaving city service disclose or use for private advantage any confidential information gained from public service which is not otherwise made available to the public." To the extent this book discloses information Mr. Pomerantz obtained as a public servant without this Office's approval, Mr. Pomerantz is unlawfully converting confidential government information for his personal advantage.

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The District Attorney's interest here is to protect the integrity of this Office's pending criminal investigations and proceedings regarding the former President. To that end, the Office is fully available to conduct a pre-publication review of the manuscript. We would endeavor to complete such a review within 60 days of submission of the manuscript.

The Office urges Mr. Pomerantz not to take any further steps that would damage an ongoing criminal investigation.

Sincerely,



Leslie B. Dubeck
General Counsel

Cc: Ethan Cartier, Esq.
General Counsel
NYC Conflicts of Interest Board

Jocelyn E. Strauber, Esq.
Commissioner of Investigation