



U.S. Department of Justice

Federal Bureau of Investigation
Washington, D.C. 20535

October 17, 2019

MR. SEAN DUNAGAN
JUDICIAL WATCH, INC.
400 SCOTT AVENUE
FORT COLLINS, CO 80521

Civil Litigation No.: 19-cv-879
FOIPA Request No.: 1410979-000
Subject: Records related to the April 2017 meeting
between DOJ, FBI and the Associated Press

Dear Mr. Dunagan:

The enclosed documents were reviewed under the Freedom of Information/Privacy Acts (FOIPA), Title 5, United States Code, Section 552/552a. Below you will find checked boxes under applicable statutes for the exemptions asserted to protect information exempt from disclosure. The appropriate exemptions are noted on the processed pages next to redacted information. In addition, a deleted page information sheet was inserted to indicate where pages were withheld entirely pursuant to applicable exemptions. An Explanation of Exemptions is enclosed to further explain justification for withheld information.

Section 552		Section 552a
<input type="checkbox"/> (b)(1)	<input checked="" type="checkbox"/> (b)(7)(A)	<input type="checkbox"/> (d)(5)
<input type="checkbox"/> (b)(2)	<input type="checkbox"/> (b)(7)(B)	<input type="checkbox"/> (j)(2)
<input type="checkbox"/> (b)(3)	<input checked="" type="checkbox"/> (b)(7)(C)	<input type="checkbox"/> (k)(1)
_____	<input type="checkbox"/> (b)(7)(D)	<input type="checkbox"/> (k)(2)
_____	<input checked="" type="checkbox"/> (b)(7)(E)	<input type="checkbox"/> (k)(3)
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<input type="checkbox"/> (b)(4)	<input type="checkbox"/> (b)(8)	<input type="checkbox"/> (k)(5)
<input type="checkbox"/> (b)(5)	<input type="checkbox"/> (b)(9)	<input type="checkbox"/> (k)(6)
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28 pages were reviewed and 28 pages are being released.

Please see the paragraphs below for relevant information specific to your request and the enclosed FBI FOIPA Addendum for standard responses applicable to all requests.

- Document(s) were located which originated with, or contained information concerning, other Government Agency (ies) [OGA].
- This information has been referred to the OGA(s) for review and direct response to you.
- We are consulting with another agency. The FBI will correspond with you regarding this information when the consultation is completed.

Please refer to the enclosed FBI FOIPA Addendum for additional standard responses applicable to your request. "Part 1" of the Addendum includes standard responses that apply to all requests. "Part 2" includes additional standard responses that apply to all requests for records on individuals. "Part 3" includes general information about FBI records that you may find useful. Also enclosed is our Explanation of Exemptions.

Although your request is in litigation, we are required by law to provide you the following information:

You may file an appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, Sixth Floor, 441 G Street, NW, Washington, D.C. 20001, or you may submit an appeal through OIP's FOIA online portal by creating an account on the following website: <https://www.foiaonline.gov/foiaonline/action/public/home>. Your appeal must be postmarked or electronically transmitted within ninety (90) days from the date of this letter in order to be considered timely. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please cite the FOIPA Request Number assigned to your request so it may be easily identified.

You may seek dispute resolution services by contacting the Office of Government Information Services (OGIS). The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769. Alternatively, you may contact the FBI's FOIA Public Liaison by emailing foipaquestions@fbi.gov. If you submit your dispute resolution correspondence by email, the subject heading should clearly state "Dispute Resolution Services." Please also cite the FOIPA Request Number assigned to your request so it may be easily identified.

Please direct any further inquiries about this case to the Attorney representing the Government in this matter. Please use the FOIPA Request Number and/or Civil Action Number in all correspondence or inquiries concerning your request.

See additional information which follows.

Sincerely,



David M. Hardy
Section Chief
Record/Information
Dissemination Section
Information Management Division

Enclosures

Enclosed is a copy of Bates pages 19-cv-879(FBI)-1 through 19-cv-879(FBI)-28, which represents the final release of information responsive to your Freedom of Information/Privacy Acts (FOIPA) request.

FBI FOIPA Addendum

As referenced in our letter responding to your Freedom of Information/Privacy Acts (FOIPA) request, the FBI FOIPA Addendum includes information applicable to your request. Part 1 of the Addendum includes standard responses that apply to all requests. Part 2 includes additional standard responses that apply to all requests for records on individuals. Part 3 includes general information about FBI records. For questions regarding Parts 1, 2, or 3, visit the www.fbi.gov/foia website under "Contact Us." Previously mentioned appeal and dispute resolution services are also available at the web address.

Part 1: The standard responses below apply to all requests:

- (i) **5 U.S.C. § 552(c).** Congress excluded three categories of law enforcement and national security records from the requirements of the FOIA [5 U.S.C. § 552(c) (2006 & Supp. IV (2010))]. FBI responses are limited to those records subject to the requirements of the FOIA. Additional information about the FBI and the FOIPA can be found on the www.fbi.gov/foia website.
- (ii) **National Security/Intelligence Records.** The FBI can neither confirm nor deny the existence of national security and foreign intelligence records pursuant to FOIA exemptions (b)(1), (b)(3), and PA exemption (j)(2) as applicable to requests for records about individuals [5 U.S.C. §§ 552/552a (b)(1), (b)(3), and (j)(2); 50 U.S.C § 3024(i)(1)]. The mere acknowledgment of the existence or nonexistence of such records is itself a classified fact protected by FOIA exemption (b)(1) and/or would reveal intelligence sources, methods, or activities protected by exemption (b)(3) [50 USC § 3024(i)(1)]. This is a standard response and should not be read to indicate that national security or foreign intelligence records do or do not exist.

Part 2: The standard responses below apply to all requests for records on individuals:

- (i) **Requests for Records about any Individual—Watch Lists.** The FBI can neither confirm nor deny the existence of any individual's name on a watch list pursuant to FOIA exemption (b)(7)(E) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (j)(2)]. This is a standard response and should not be read to indicate that watch list records do or do not exist.
- (ii) **Requests for Records for Incarcerated Individuals.** The FBI can neither confirm nor deny the existence of records which could reasonably be expected to endanger the life or physical safety of any incarcerated individual pursuant to FOIA exemptions (b)(7)(E), (b)(7)(F), and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (b)(7)(F), and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.

Part 3: General Information:

- (i) **Record Searches.** The Record/Information Dissemination Section (RIDS) searches for reasonably described records by searching those systems or locations where responsive records would reasonably be found. A reasonable search normally consists of a search for main files in the Central Records System (CRS), an extensive system of records consisting of applicant, investigative, intelligence, personnel, administrative, and general files compiled and maintained by the FBI in the course of fulfilling law enforcement, intelligence, and administrative functions. The CRS spans the entire FBI organization and encompasses the records of FBI Headquarters (FBIHQ), FBI Field Offices, and FBI Legal Attaché Offices (Legats) worldwide and includes Electronic Surveillance (ELSUR) records. For additional information about our record searches visit www.fbi.gov/services/information-management/foipa/requesting-fbi-records.
- (ii) **FBI Records.** Founded in 1908, the FBI carries out a dual law enforcement and national security mission. As part of this dual mission, the FBI creates and maintains records on various subjects; however, the FBI does not maintain records on every person, subject, or entity.
- (iii) **Requests for Criminal History Records or Rap Sheets.** The Criminal Justice Information Services (CJIS) Division provides Identity History Summary Checks – often referred to as a criminal history record or rap sheets. These criminal history records are not the same as material in an investigative "FBI file." An Identity History Summary Check is a listing of information taken from fingerprint cards and documents submitted to the FBI in connection with arrests, federal employment, naturalization, or military service. For a fee, individuals can request a copy of their Identity History Summary Check. Forms and directions can be accessed at www.fbi.gov/about-us/cjis/identity-history-summary-checks. Additionally, requests can be submitted electronically at www.edo.cjis.gov. For additional information, please contact CJIS directly at (304) 625-5590.
- (iv) **The National Name Check Program (NNCP).** The mission of NNCP is to analyze and report information in response to name check requests received from federal agencies, for the purpose of protecting the United States from foreign and domestic threats to national security. Please be advised that this is a service provided to other federal agencies. Private citizens cannot request a name check.

EXPLANATION OF EXEMPTIONS

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b)(1) (A) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified to such Executive order;
- (b)(2) related solely to the internal personnel rules and practices of an agency;
- (b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;
- (b)(4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (b)(5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (b)(6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (b)(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information (A) could reasonably be expected to interfere with enforcement proceedings, (B) would deprive a person of a right to a fair trial or an impartial adjudication, (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy, (D) could reasonably be expected to disclose the identity of confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source, (E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or (F) could reasonably be expected to endanger the life or physical safety of any individual;
- (b)(8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or
- (b)(9) geological and geophysical information and data, including maps, concerning wells.

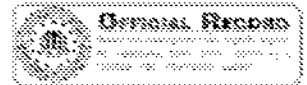
SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d)(5) information compiled in reasonable anticipation of a civil action proceeding;
- (j)(2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;
- (k)(1) information which is currently and properly classified pursuant to an Executive order in the interest of the national defense or foreign policy, for example, information involving intelligence sources or methods;
- (k)(2) investigatory material compiled for law enforcement purposes, other than criminal, which did not result in loss of a right, benefit or privilege under Federal programs, or which would identify a source who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056;
- (k)(4) required by statute to be maintained and used solely as statistical records;
- (k)(5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(6) testing or examination material used to determine individual qualifications for appointment or promotion in Federal Government service the release of which would compromise the testing or examination process;
- (k)(7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his/her identity would be held in confidence.

JUSTIFICATION OF CODED CATEGORIES

Judicial Watch Litigation 19-cv-879

FOIA EXEMPTION	CODE #	CATEGORY
(b)(6)/(b)(7)(C)		<u>CLEARLY UNWARRANTED INVASION OF PRIVACY</u>
	1	Names and/or Identifying Information of FBI Special Agents/Support Personnel
	2	Names and/or Identifying Information of Third Parties Merely Mentioned
	3	Names and/or Identifying Data of Third Parties of Investigative Interest
	4	Names and/or Identifying Information of Non-FBI Federal Government Personnel
(b)(7)(A)		<u>PENDING LAW ENFORCEMENT PROCEEDINGS</u>
	1	Information Which, if Disclosed, Could Reasonably be Expected to Interfere with Pending Law Enforcement Proceedings
(b)(7)(E)		<u>INVESTIGATIVE TECHNIQUES AND PROCEDURES</u> <i>Cited at times in conjunction with other exemptions</i>
	1	Sensitive File Numbers
	2	Dates / Types of Investigations (Preliminary / Full Investigations)
	3	Investigative Focus of Specific Investigation
	4	Database Identifiers



UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U) Meeting with Associated Press

Date: 05/05/2017

From: CRIMINAL INVESTIGATIVE

ICU-WFO

Contact: [Redacted]

Approved By: SSA [Redacted]

b6 -1
b7C -1

Drafted By: [Redacted]

Case ID #: [Redacted]

(U) [Redacted]

[Redacted]

b7A -1
b7E -1

Synopsis: (U) The Associated Press requested a meeting with DOJ to discuss the captioned investigation.

Full Investigation Initiated: [Redacted]

b7E -2

Details:

On April 11, 2017, several members of the FBI and DOJ met with reporters from the Associated Press (AP) at the offices of the Department of Justice located at 1400 New York Avenue, Washington DC. AP reporters were advised everything discussed during the meeting is considered 'off the record'. With any questions regarding the existence or status of any investigation DOJ or FBI has, AP was issued no comment. The following individuals were present during the meeting:

FBI:

SSA [Redacted]

SSA [Redacted]

SA [Redacted]

b6 -1
b7C -1

UNCLASSIFIED

UNCLASSIFIED

Title: (U) Meeting with Associated Press

Re: [REDACTED] 05/05/2017

b7A -1
b7E -1

DOJ:

Trial Attorney Ann Brickley

Chief Andrew Weissmann, DOJ Fraud Section

AUSA Shreve Ariel of the Eastern District of New York

AP:

Chad Day, Jack Gillum, Ted Bridis, and Eric Tucker.

The reporters are investigating Paul Manafort, and wanted to ascertain the existence or status of the government's case on Manafort. The reporters provided information regarding their investigation, which follows:

- Manafort received money from Sergii Leshchenko, as indicated in the ledger that has been made public. AP has documentation showing the money was routed through a company in Belize called Neocom Systems. The money then went into a Wachovia account. This money came from the Party of Regions.

- AP believes Manafort is in violation of the Foreign Agents Registration Act (FARA), in that Manafort send internal U.S. documents to officials in Ukraine. AP has documentation proving this, as well as Manafort noting his understanding doing so would get him into trouble.

- AP asked about the U.S. government charging Manafort with violating Title 18, section 1001 for lying to government officials, and have asked if the FBI has interviewed Manafort. FBI and DOJ had no comment on this question.

- AP asked about DOJ's and FBI's knowledge and status of investigating a storage unit owned by Manafort in Alexandria, VA since 2012. The gate code to access this storage unit is 4094489. This storage unit may have damning information regarding Manafort's work in Ukraine for

UNCLASSIFIED

UNCLASSIFIED

Title: (U) Meeting with Associated Press

Re: [REDACTED] 05/05/2017

b7A -1
b7E -1

the Party of Regions. AP obtained this information from a source they have. DOJ and FBI had no comment.

- AP asked about any investigation into tax violations with which Manafort may be involved. AP determined Manafort has received between \$60 million to \$80 million through shell companies on which he has most likely not paid taxes.

- AP has information Manafort used some of the money from shell companies to buy expensive suits.

- An individual named [REDACTED] was named in a proposal from Manafort. [REDACTED] would be someone the FBI could interview, and he may be cooperative. [REDACTED] knows Oleg Deripaska. Deripaska made approximately \$66 million on the sale of Black Sea Cable. AP spoke with the former owner of Black Sea Cable, and was advised there is no way the company was worth that much.

b6 -2
b7C -2

- AP asked about any MLAT the U.S. government has issued to Cypress. DOJ and FBI had no comment.

- AP asked about DOJ's and FBI's knowledge of LOAV Limited, and its dealings with the Black Sea Cable. Manafort has used LOAV for several years. DOJ and FBI had no comment.

- AP asked about any money laundering investigation the FBI has on Manafort, especially using shell companies established in Cyprus. Some of the shell companies the AP mentioned were Alltech Management, Neocorra, KKI Limited, and Berunview Partners. FBI and DOJ had no comment.

- AP had information on shell companies located in the Seychelles that were used as Ukrainian money laundering vehicles, specifically for two companies called Intrahold and Monohold.

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Title: (U) Meeting with Associated Press

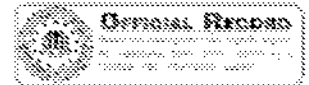
Re: 05/05/2017

b7A -1

b7E -1

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UNCLASSIFIED



UNCLASSIFIED//FOUO

FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U//FOUO) Meeting with AP Reporters.

Date: 05/11/2017

From: CRIMINAL INVESTIGATIVE

D6-ICU

Contact: [Redacted]

b6 -1
b7C -1

Approved By: A/UC [Redacted]

Drafted By: [Redacted]

Case ID #: [Redacted]

(U) [Redacted]

[Redacted]

b7A -1
b7E -1

Synopsis: (U//FOUO) To document a meeting with AP reporters.

Full Investigation Initiated: [Redacted]

b7E -2

Administrative Notes: (U//FOUO) This EC is in supplement to serial

[Redacted]

b7A -1
b7E -1

Enclosure(s): Enclosed are the following items:

1. (U//FOUO) Interview Notes
2. (U//FOUO) AP Reporter Business Cards
3. (U//FOUO) Fortunato & Venanzi
4. (U//FOUO) Oleg Deripaksa Ad The Washington Post

Details:

On April 11, 2017, SSA [Redacted] SSA [Redacted] SA [Redacted] Trial Attorney Ann Brickley, AUSA Ariel Shreve, EDNY, and Chief of the DOJ Fraud Section of the DOJ, Andrew Weissman, met with the following AP reporters: Chad Day, Jack Gillum, Ted Bridis, and Eric Tucker. The meeting was arranged by Andrew Weissman at 1400 New York Ave, Washington, DC.

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b7C -1

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UNCLASSIFIED//FOUO

Title: (U//FOUO) Meeting with AP Reporters.

Re: [REDACTED] 05/11/2017

b7A -1
b7E -1

The purpose of the meeting, as it was explained to SSA [REDACTED] was to obtain documents from the AP reporters that were related to their investigative reports on Paul Manafort. However, after the meeting was started and it was explained to the reporters that there was nothing that the FBI could provide to them, the reporters opted to ask a series of questions to see if the FBI would provide clarification. No commitments were made to assist the reporters in their further investigation into the life and activities of Paul Manafort and the AP reporters understood that the meeting would be off the record.

b6 -1
b7C -1

The reporters advised that their next report, which was scheduled to come out in the next day or so after the meeting, would focus on confirming, to the extent that they could payments in the so called "black ledger" that were allegedly made to Manafort. The evidence that they were able to find confirmed that the NeoCom payments documented in the ledger which was a \$455,249 + \$1 payment were transferred into a Wachovia Account in the 2007 to 2009 time frame. They also mentioned the company Graten Alliance as being another company that was linked to funds sent to Manafort.

The AP reporters also discussed their interviews in Cyprus. They reiterated what they had written in their article, which was a response from the Cypriot Anti-Money Laundering Authority (MOKAS) that they had fully responded to Department of Treasury agents in response to their request. The AP reporters were interested in how this arrangement worked and if the U.S. had made a formal request. FBI/DOJ did not respond, but Andrew Weissman suggested that they ask the Cypriots if they had provided everything to which they had access or if they only provided what they were legally required to provide.

The AP reporters briefly discussed Manafort's relationship with Ukrainian Oligarch Rinaht Akhmetov. According to the AP reporters, Manafort had done work for Akhmetov back in the early years of his time as a political consultant in Ukraine. Based on their research, Akhmetov, who they described as running in the same circles as Oleg

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Title: (U//FOUO) Meeting with AP Reporters.

Re: [redacted] 05/11/2017

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b7E -1

Deripaska, was introduced to Manafort by a U.K. person named [redacted]

b6 -2
b7C -2

[redacted] (Agent's Note - [redacted])

The AP reporters asked about FARA violations and they were generally told that they are enforceable.

The AP reporters then discussed Manafort's time in Ukraine. According to them, they had seen internal U.S. work product that had been sent to Ukraine. The product was described as an internal White House document. It was not clear if the document was classified. There was a note attached to the document that asked for limited distribution that was signed by Manafort.

The AP reporters asked if there had been any official requests to other countries. FBI/DOJ declined to discuss specifics, except to state that the Mutual Legal Assistance Treaty requests are negotiated by diplomats, so they should remain at that level.

The AP reporters advised that they had located a storage facility in Virginia that belonged to Manafort. They had developed information indicating that there were boxes of records that were from the 1990(s) potentially to the present. The records included his time working for the Party of Regions in Ukraine, as well as records and other materials from his "film career" where he made a film using Puerto Rican film tax credits. The film was called "Successful Vanquishing."

As far as they could determine, Manafort had not actually been in the storage locker for several years. Their understanding is that it was back in 2012 or 2013 when Manafort last accessed the locker. The code to the lock on the locker is 40944859. The reporters were aware of the Unit number and address, but they declined to share that information. Their information indicated that the payments for the locker were made from the DM Partners account that received money from the Party of Regions.

The impression that their sources give is that Manafort was not precise about his finances, specifically as it related to the "black

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Title: (U//FOUO) Meeting with AP Reporters.

Re: [REDACTED] 05/11/2017

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b7E -1

ledger." The AP reporters calculated that he received \$60 to \$80 million from his work in Ukraine, during the time period the ledger was kept. According to their review of the ledger, it appears that there is a slightly lesser amount documented based on all of the entries. The AP reporters accessed a copy of the ledger on line, describing it as "public" document (Agent's note - the ledger has been published in its entirety by the National Anti-Corruption Bureau of Ukraine, after it was given to them by Sergei Leshenko, Ukrainian RADA member and investigative reporter.)

The AP reporters discussed several entries or individuals that they felt should be followed up on:

1) A \$50,000 payment to [REDACTED] and [REDACTED] (Agent's Note - See attached D&B registration and Leagle entry.) According to what they could determine, the store is now closed and there are several lawsuits pending against it. In addition, it is not the type of men's store where you could spend that much money on men's clothing.

b7A -1

2) [REDACTED] and his relationship to both Deripaska and [REDACTED] [REDACTED] allegedly met [REDACTED] in December 2006.) According to their sources, [REDACTED] introduced Manafort to Deripaska in 2007, on a yacht off the coast of Montenegro. During the meeting, Deripaska allegedly contracted or engaged Manafort to assist the Montenegrin politicians with their independence from Serbia, including supporting the former Prime Minister/President who was leading the secession campaign. Deripaska's interest was in the aluminum factory that was in Montenegro. Allegedly, Deripaska also contracted or facilitated Manafort's work in Ukraine. The meeting on the Yacht was a negotiation to decide who would be paying for what.

b6 -2
b7C -2

As an aside, the AP reporters advised that Deripaska's current lawyer is threatening to sue them over their article about his relationship with Manafort. His lawyer is a NFI Schiller from Schiller, Boies (Agent's note - Boies, Schiller, Flexner's main office is New York, NY.) Prior to the conversation with the lawyer, Deripaska took out a

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Title: (U//FOUO) Meeting with AP Reporters.

Re: [REDACTED] 05/11/2017

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b7E -1

quarter page ad in *The Washington Post*, denying the AP report. (Agent's note - a copy of the denial is attached to this EC.) After they spoke to the lawyer, he took out a full page ad denying his relationship with Manafort.

3) The AP reporters suggested that [REDACTED] a Manafort employee in Ukraine, may have knowledge about the payments in the ledger. Allegedly, Manafort turned over everything to him when he left.

b6 -2
b7C -2

4) Loav Ltd., which is listed in the "black ledger," was incorporated in Delaware in 1992, possibly by Manafort.

5) NeoCom - The AP reporters questioned whether this company was incorporated solely to cover up money laundering, since their investigation had determined that the source of the computers was fictitious, although they did not provide any evidence to confirm this statement.

6) Kypros Chrysostomides from Cyprus - He is listed as owner or shareholder of some of the Manafort linked companies that they have been able to identify, including the some of the following: All Tech, Global, Yiakora, Leviathon Advisors, KKI Ltd. (Camans), Vernon View, Tignes Ltd., and Antes Management. As a result of the International Consortium of Investigative Journalists' (ICIJ) Panama Papers investigation, they determined that Deripaska also had companies that were incorporated by Chrysostomides and linked to Sperbank.

7) Seychelles FIU - They are investigating two companies linked to former President Victor Yanukovych. The companies are called Inter-Hold and Mono-Hold and they were also connected to Manafort, specifically as it related to Black Sea Cable.

8) Kyrgyzstan - Any relationship that Manafort may have had to Kyrgyzstan.

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UNCLASSIFIED//FOUO

Title: (U//FOUO) Meeting with AP Reporters.

Re: 05/11/2017

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b7E -1

9) Montenegrin Independence Campaign - The company Basic Element (Agent's Note - Basic Element is Deripaska's company.) may have provided some or all of the private equity that funded the Montenegrin Independence Campaign.

10) Black Sea Cable - The AP reporters did some investigation of this deal and in their opinion, the deal did not make good business sense. The company that they were buying, Black Sea Cable, was a very small operation in Odessa, Ukraine that was supposed to be the entree into the cable market for the region. The original investment was around 19-20 million dollars, which was then supposed to make Deripaska and Manafort a 60 million dollars NET gain. In their opinion this deal was likely not legitimate, since the original operation was not a good first investment platform because it lacked infrastructure or possibilities for expansion. They said that the estimate of the value was off by a value of ten, according to a source that they spoke to who was familiar with the company. They also said that the companies Inter-Hold and Mono-Hold were a part of the deal.

In their opinion, Manafort often promised more than he could deliver. Allegedly, when the Black Sea Cable deal fell through, Deripaska wanted to go after Manafort in court, but Yanukovich prevented him from pursuing any legal options against Manafort. Once Yanukovich was out of office, Deripaska filed suit against Manafort over this deal.

Allegedly, Manafort also over promised Deripaska when he signed his contract with him back in 2006 time frame. The contract, which they did not produce, allegedly included assistance with investments, as well as political advice, for proposed future work in the U.S. There is no indication that the AP reporters could find that Manafort facilitated any U.S. investments for Deripaska.

11) Konstantin Klimnic - Klimnic was one of Manafort's Ukrainian operatives/employees. He is allegedly associated with the Russian Intelligence Services.

UNCLASSIFIED//FOUO

UNCLASSIFIED//FOUO

Title: (U//FOUO) Meeting with AP Reporters.

Re: 05/11/2017

b7A -1
b7E -1

At the conclusion of the meeting, the AP reporters asked if we would be willing to tell them if they were off based or on the wrong track and they were advised that they appeared to have a good understanding of Manafort's business dealings.

◆◆

UNCLASSIFIED//FOUO

MEANS
SHANE G. WOOD

04/11/2017

POLITICAL INVESTIGATIONS



b6 -2-
b7C -2

CITIZEN DAY
JACK
ERIC

TUCKER -

- ONE MONTH AGO
- SPECIFIC ASKS -
- NEXT REPORT -
- CONFIRMS THAT PAYMENTS WERE MEMORIALIZED IN BACK LEDGER
- NEDCOM - PAYMENTS - ACCT. - (BELLEFON CO.)
- \$455,249.00 + 1 = WACHOVIA → 2007, 2009 - CAME INTO THE US
- CYPRUS →
- ALIYMETOV →
- GRATEAN ALLIANCE NEDCOM SYSTEMS LTD.
- WADE OFF →
- PARA → 7
- PRETTY WELL TOO

- MORE OBVIOUS →
INTERNAL US WORK PRODUCT
TO UKRAINE → SENT

- WRITING AND PASSING IT
W/HIM DOING WORK

- LYING TO THE GOVT -
TAKING CLASSIFIED INFO. -

QUESTIONS -

1) OFFICIAL INTERVIEWS -
MCAT(5)

2) INFORMATION @ DOCUMENTS
IN VA - PUBLIC STORAGE
LOCKER - 40944859 →

3) BOXES OF DOCUMENTS -

1990(S) - SUCCESSFULL

VANIEQUESTING → FILM

CAREER - PUERTO RICAN

FILM TAX CREDITS

- UNIT # → PAYMENTS BEING

DMP ^{WINNERS} → MATH OF REVENUE → ^{OUT} DATED?

FORGOTTEN

- INFETZ -

(2012-2013)

4) - ASKED HIS LAWYER

5) BLACK LEDGER - NOT THE MOST
PRECISE ABOUT HIS FINANCES

4) TAX DIVISION - CIVIL AND CRIMINAL
- RESOLVE W/DOJ

5) 60-80 MILLION → CORRECT?

PAUL →

- SLIGHTLY LESSER AMT.

- PAYMENT IN LEDGER →

- RECORDING

- PUBLIC →

6) LEDGER -

PUBLIC DOCUMENTS

7)



(\$50,000 →

b7A -1

→ IN STATE LAWSUITS

- DISSOLVED

8) OLEG DERIPSKA →

SCHILTZ, BOXES

- FULL PAGE AD

2007 → 22ND →
MONTENEGR →

YACHT →
THE →
STAYING →
FORNAT

TESTED BY MN

9)



→ U.K. →

PROPER →
ENTIRE TO OO
CO-INVESTING
THUSSEN
ALUMINIA

GRANDS FOR COOPERATION →

b6 -2
b7C -2

10)



↓ WEATHER
PAYING
UKRAINE
RELATED
WORK

11) TURNED OVER EVERYTHING →

12) LOYAL LTD. → BLACK LEDGER →

1997 → DELEGATIVE

13) CREATED BY MANAFORT - →

TO COVETZ ML → ? → NOT COMPANETZ →
SOURCE →

14) ^{OSTE} CIBATA MEDIES → 7 → ACIDE PAVI

- DERIPASKA
- ALL JET

GLOBAL

YIA/KORA →

LEVANTION ADVISORS

KILE LTD → CAMMANS

VERNON PA

ANDER MANAGEMENT LAB

- ICIJ LETKS →
- FUNDING
- SPERBANK →

15) (SEICHELES → FIS →
LIFE CENTER - HOW 2 YANUKOVYCH;
LIFE ZMONO - HOW 3 DFM

KYRGISTAN →

BLACK SEA
CABLE

16)



b7A -1

- NOT MANDATORY

NOVEMBER /
SUMMER 06



→ DECEMBER 06

17) MONTENEGRAN INDEPENDENCE

MANDATORY → CAMPAIGN → PRIVATE EQUITY →

PROMISED - BASIL ELEMENT →

MORE THAN - BLACK SEA CABLE → ODESSA

HE DECEMBER → 60 NET - 00 → NOT LEGITIMATE DEAL

→ 19-20 MIL → PUBLICIZE PRICE

→ SURFACE AMT. → OFF BY 10 →

INITIATION + MANDATORY →

b6 -2
b7C -2

KONSTANTIN KIMNICE →
FMR KGB?

- OTHER RELEVANT CONTACT

[REDACTED]

→

[REDACTED]

b6 -3
b7A -1
b7C -3
b7E -3

- MANAFORT - (S) → REPRESENT
INVS; PRIVATE EQUITY DEALS

→ PLAN - 7

→ COVER →

- POTENTIAL CONSULTING WORK

- ?



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F [redacted]
C [redacted]
www.ap.org

Ted Bridis



Eric Tucker
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b6 -2
b7C -2



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b6 -2
b7C -2



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FORTUNATO & VENANZI, LLC

3 W 56Th St, New York, NY 10010

Registration: Feb 9, 2005

State ID: 3162100

Business type: Domestic Limited Liability Company

Business Background Report



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LEXINGTON BUILDING CO. LLC v. FORTUNATO

11996108, Moham Say No 8001

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2009 NY Slip Op 30479L1

LEXINGTON BUILDING CO. LLC, Plaintiff, v. ANTHONY FORTUNATO, Defendant. ANTHONY FORTUNATO, Third-Party Plaintiff, v. FORTUNATO & UZZANZI LLC, Third-Party Defendant.

Supreme Court of the State of New York, New York County

Filed March 4, 2009

February 3, 2009

February 27, 2009

View Case Cited Cases Citing Case

Decision and Order

MARTIN SHULMAN, Judge

Plaintiff Landlord, Lexington Building Co. LLC ("Landlord", "Lexington" or "Plaintiff") has moved for summary judgment in the amount of \$460,660.07¹ reflecting certain monthly rents which have accrued from January 2008 through February 1, 2009, against defendant guarantor Anthony Fortunato ("Guarantor", "Fortunato" or "Defendant"), under a commercial lease dated April 19, 2005 (the "Lease") between Plaintiff and Fortunato and Venantia, LLC ("Tenant" or "F&V"), that commenced on the date Landlord delivered vacant possession of portions of the ground and second floors of the building located at 3 West 58th Street, New York, New York (the "Premises") and which expires on January 31, 2015 (the "expiration date"). Fortunato commenced a third-party action against F&V seeking full indemnification for accruing rent obligations Guarantor owed, and has, to satisfy, under his April 19, 2005 guarantee agreement ("Guarantee") for Lease and Guarantee answered to Plaintiff's Summary and Complaint as Exhibit C to Motion with Landlord. Contemporarily with the filing of his third-party complaint against F&V, Guarantor has (cross-) moved by order to show cause ("OSC") to, enjoin F&V from remaining in possession of the Premises, compel F&V to vacate and surrender the Premises to Lexington and compel F&V to turn over its business assets to Fortunato for liquidation to satisfy Tenant's obligations under the Lease. Both the motion and OSC are consolidated for disposition.²

Guarantee

Pursuant to § 1 of the Guarantee (Exhibit C to Motion, *supra*), Fortunato agreed to be "personally liable for and guarantee the full and prompt payment of all Fixed Rent [\$38,750.00/month] Additional Rent, and all other charges and sums (including, without limitation, Landlord's attorney's fees and disbursements) payable by Tenant under the terms of the Lease . . ." (bracketed matter added). The Guarantee further provided that Defendant's personal guarantee for the rents under the Lease would only cease on the Surrender Date (as defined in the Guarantee), *viz.*, "[i]f a) Tenant has vacated and surrendered the [Premises] to Landlord, by Tenant's notice Landlord that it retains no interest in any property remaining in the [Premises], and c) Tenant has returned the keys to the [Premises] to Landlord, together with any building keys. . ." ("Lease surrender criteria").

Because of Tenant's ongoing and sporadic rent defaults which have occurred prior to and during a two-year period between 2006-2008 and Defendant's unambiguous guarantee to cover Tenant's rent obligations, Landlord commenced this plenary action under the Lease and Guarantee to obtain a money judgment for the outstanding rents for which Tenant was otherwise contractually obligated.

Summary Judgment Motion

In Plaintiff's summary judgment motion, Lexington has made a prima facie showing of ownership of the Premises, has established a contractual right to sue Guarantor under the Lease and Guarantee and has proffered affidavits from Lexington's managing agent responsible for the collection of rents who has personal knowledge of its rental income accounting together with computerized rent ledgers which furnish a breakdown of the unpaid rents from January 2008 through February 1, 2009 (Exhibit B to Motion and Exhibit A to Nachwahrer (Supplemental) Aff.). Accordingly, Plaintiff seeks summary judgment in the sum of \$460,660.07 exclusive of attorney's fees.

In opposition to the summary judgment motion, Defendant's attorney essentially challenges the evidentiary value of Lexington's rent ledger summaries and questions the breakdown of the rents, without more.

In reply and to further bolster its position regarding the rents, Lexington referred the court to a February 29, 2008 stipulation of settlement F&V executed which was so-ordered by the New York County Civil Court in an RPAPL summary proceeding for nonpayment of rent under Index No. L&T 51428/08 ("2008 Stipulation") (Exhibit A to Melzer Reply Aff.). Plaintiff then points out that in the 2008 stipulation, F&V acknowledged owing Lexington \$163,227.56 through February 1, 2008, contained in a post-judgment based thereon as well as the issuance of a warrant of eviction and evidently paid \$65,475.43 towards those rent arrears (presumably to maintain the agreed to stay of the execution of the warrant of eviction) leaving a balance of \$97,752.13 (i.e., a portion of the unpaid rents being sought in this action).³ Plaintiff further noted that pursuant to § 33(f) of the Lease (Exhibit C to Motion), the rents recorded in monthly billing statements Plaintiff sent to Tenant, and never disputed within 60 days after receipt thereof are deemed conclusive and not subject to challenge. Finally, Plaintiff contends that its prima facie proof in Lexington's agent's affidavits and corroborative rent ledgers are more than legally adequate to support its breach of contract claim under the Lease and Guarantee. Nonetheless, Plaintiff furnishes additional documentation supporting its motion such as copies of an Ago Receivable Report, Occupant Ledger and Lease Ledger itemizing the rents, billing statements sent to Tenant from February 2008 through October 2008, paperwork underlying the work to correct Fire Department Violations caused by F&V⁴ and real estate tax escalation charges (see Exhibit B to Melzer Reply Aff.), all of which Landlord argues Tenant never disputed as being due and owing and which Defendant now questions solely due to his lack of knowledge of F&V's daily business activities and his status as a passive investor since the inception of this commercial tenancy.

The OSC

On the other hand, Defendant's OSC demonstrates Fortunato's legitimate concern about Tenant's financial inability to pay any of its rental obligations under the Lease, Tenant's refusal to concede its dying business and surrender possession of the Premises and Landlord's election not to procure an outstanding warrant to evict Tenant based upon Tenant's admitted Lease defaults but, instead, go after Guarantor not only to pay the rents in this action, but also to potentially pay any and all future rents up to and including the expiration date. Thus, Defendant contends he has indisputably demonstrated ultimate success on the merits of his claim for full indemnification (albeit with no chance of recovering from F&V on the judgment), he suffers irreparable and continuing harm unless he gets a court order *inter alia* permanently enjoining F&V from remaining in possession of the Premises and directing F&V to satisfy the Lease surrender criteria which will trigger the Surrender Date and vitiate the Guarantee and be "as on the right side of the equities in all respects" (affirm Aff. in Support of OSC at ¶ 21).

F&V has neither interposed an answer in the original third-party complaint (Exhibit C to OSC) and as amended (Exhibit D to OSC), nor filed any affidavits with supporting documentation either challenging the merits of Landlord's summary judgment motion or Guarantor's OSC. However, Tenant's counsel's affirmation in opposition essentially claims the operating agreement between Fortunato and Eugene Venantia ("Venantia"), each a 50% owner of F&V,⁵ requires that dispute to be resolved by arbitration (see § 21 of the Operating Agreement as Exhibit A to Roberts Opp. Aff.), and not via the third-party action.

Plaintiff essentially renounced its right to sue under the Guarantee without evicting F&V and invokes the "unclean hands" doctrine arguing that Fortunato is improperly seeking judgment, a remedy which he lacks standing to seek and using his third-party action and request for mandatory injunctive relief to do an end-run on obligations he agreed to perform under his operating agreement with Venanz, as a member of F&V as Tenant under the Lease and as a Guarantor under the Guarantee.

In his reply memorandum of law, Fortunato's counsel, after highlighting the absence of any affidavit from Venanz, the Tenant member with the responsibility for F&V's daily business operations and its concomitant business decisions, charges Venanz with: (1) turning a blind eye to his fiduciary duties to Fortunato as required by the operating agreement (see Clause 9 of Operating Agreement at p. 8, as Exhibit A to Roberts Opp Aff.), (2) being incapable of meeting F&V's financial obligations under the Lease and infinitely and inequitably using Guarantor to prop a dying business, and (3) wrongly invoking the arbitration clause of the operating agreement for this nonarbitrable situation. Fortunato further asserts that Plaintiff misapplied the "unclean hands" doctrine as Defendant is innocent of any wrongdoing and at the very least seeks equitable relief to stop the hemorrhaging caused by the Guarantee's sword with respect to his estate's exposure for F&V's continuing rent obligations under the Lease up to and including the expiration date (ostensibly 6 more years of financial pain and suffering). Finally, Fortunato claims he neither seeks judgment but rather a mandatory injunction to compel F&V to surrender possession of the Premises and prevent a continuing injustice, nor a dissolution of F&V to obtain equitable relief here.

Discussion

"The proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case [internal quotation marks and citation omitted]." *Santiago v. Fishbein*, 25 A.D.2d 281, 183-186 (1st Dep't., 2006). The burden then shifts to the motion's opponent to "present facts in admissible form sufficient to raise a genuine, triable issue of fact." *Marcure v. Metropolitan Museum of Art*, 27 A.D.2d 227, 228 (1st Dep't., 2006); see *Zuckerman v. City of New York*, 49 N.Y.2d 552, 562 (1980). If there is any doubt as to the existence of a triable fact, the motion for summary judgment must be denied. See *Rothblat Industries, Inc. v. Ceylan*, 49 N.Y.2d 225, 231 (1978).

Indisputably, Plaintiff has every right to sue Defendant for rent, under the Lease and Guarantee and has made a prima facie showing (documenting its entitlement to summary judgment for a money judgment in the sum of \$460,060.07 which reflects the outstanding rents due and money through February 1, 2009. "[W]here . . . [Lexington] has demonstrated its entitlement to summary judgment . . . [Fortunato in] opposing the motion . . . [has not] demonstrated by admissible evidence the existence of [any] factual issue requiring a trial of the action . . . and the submission of a hearsay affirmation by [Defendant's] counsel alone does not satisfy this requirement." (bracketed matter added) *Id.*, 49 N.Y.2d at 361. See also, *Vermette v. Kauswach Trucking Co., a Div. of Paccor, Inc.*, 88 N.Y.2d 213 (1996); and *Murphy v. Shifren*, 260 A.D.2d 227, 228-229 (1st Dep't., 1999) "It is well settled that 'the opposing affidavit should indicate that it is being made by one having personal knowledge of the facts [citation omitted] and, therefore, the affidavit of course is of no probative value in opposing a motion for summary judgment [citation omitted].'"

Accordingly, this court grants Plaintiff summary judgment entitling Lexington to enter a money judgment against Defendant in the sum of \$460,060.07.

Defendant's second cause of action in his amended third-party complaint seeks a permanent injunction to prohibit third-party defendant, F&V, from continuing to occupy the Premises and to compel F&V to comply with the Lease surrender criteria (Amended Third Party Complaint at ¶ 13 as Exhibit D to OSC). As noted earlier, F&V has not even interposed an answer in this third-party action other than the allegations contained in the amended third-party complaint and/or asserting any affirmative defenses to Defendant's second cause of action for injunctive relief. Neither has Venanz or someone with personal knowledge of the facts filed any affidavit in opposition to the OSC to competently counter Fortunato's entitlement to equitable relief. Moreover, this is not a dispute arising out of the operating agreement between F&V members which should be resolved through arbitration.

Nor has Plaintiff, with an obvious, albeit lawful, interest to pursue its remedies under the Guarantee, convinced this court that it would not be in F&V's best interest to surrender possession of the Premises and continue to operate a men's clothing store ineluctably in extremis. Unlike Tenant who could potentially be liable for future rental obligations for the entire term of the Lease even if F&V surrendered prior to the expiration date, albeit with the potential to be judgment proof, Guarantor's obligations under the Lease would be limited to covering Tenant's outstanding Lease debts up to the Surrender Date. The Guarantee pre-supposed a treaty of truce between Fortunato and F&V. And in recognition of Fortunato being the guarantor for Tenant's Lease debts as a shield for any short-term cash-flow problem, the Guarantee has an escape clause for the Guarantor which Venanz, in good faith, could unilaterally exercise at any time during the 10-year Lease term if F&V could no longer meet its Lease obligations.

Under these unusual circumstances, there is no unity of interest between Venanz and Fortunato and the former is apparently advancing his self-interest at the latter's burdensome expense. Moreover, it is abundantly obvious that the Guarantee is exclusively being used by F&V and Lexington as a sword to impose an unbearable burden on Fortunato without incurring any concomitant benefit. Under these circumstances, equity requires this court to end the "specter of . . . [this Guarantee] extending indefinitely . . . through the expiration date as if [it] placed an undue and unconscionable burden on [Fortunato], an uncompensated [Guarantor . . .] (bracketed matter added) *Ev. Holding Corp. v. Dior*, 1 Misc.2d 808, 810 (Sup. Ct., Bronx Co., 2004). While Venanz appears to be in economic denial, surrendering F&V's Lease would be in its best interests as well. Accordingly, Defendant is entitled to judgment on its second cause of action without opposition, and this court grants the motion of Defendant's OSC for a mandatory injunction compelling F&V to comply with the Lease surrender criteria and vacate the Premises on or before March 15, 2009 (the "Court-Ordered Surrender Date") after which Guarantor's obligations under the Guarantee shall be extinguished. Accordingly, it is:

ORDERED that Plaintiff's motion for summary judgment is granted for a money judgment against Defendant Fortunato in the sum of \$460,060.07 with interest at the statutory rate from August 12, 2008; and it is further:

ORDERED that Plaintiff's sixth cause of action for legal fees is severed and an assessment thereof is directed, and it is further:

ORDERED that a copy of this order with notice of entry, be served upon the Clerk of the Trial Support Office, who is directed, upon the filing of a note of issue and a statement of readiness and the payment of proper fees, if any, in place this action on the appropriate trial calendar for the assessment hereinabove directed, and it is further:

ORDERED that the branch of Defendant's OSC is granted issuing Defendant Fortunato a mandatory injunction enjoining F&V from continuing to occupy the Premises after the Court-Ordered Surrender Date, and it otherwise denied; and it is further:

ORDERED that F&V vacate and surrender the Premises in broom clean condition on or before the Court-Ordered Surrender Date; and it is further:

ORDERED that F&V notify the Landlord that it retains no interest in any property remaining in the Premises, and it is further:

ORDERED that Tenant return the keys to the Premises to Landlord, together with any building keys on or before the Court-Ordered Surrender Date, and it is further:

ORDERED that Defendant shall continue to be liable under the Guarantee for any rents that accrue on a pro-rata basis from February 2, 2009 through and including the Court-Ordered Surrender Date and Plaintiff shall be permitted to submit a proposed judgment, together with supporting affidavits and documents, on notice for such accrued rents, and it is further:

ORDERED that Defendant's first cause of action in the amended third party complaint for indemnification shall be severed and continued

The Clerk is directed to enter judgment accordingly

Counsel for the parties are directed to appear for a status conference on March 17, 2009 at 9:30 a.m. at L.A.S. Part 1, Room 1177B, 111 Centre Street, New York, New York.

This concludes this court's Decision and Order. Courtesy copies of same have been provided to counsel for the parties.

FootNotes

1 Plaintiff's initial notice of motion sought judgment in the sum of \$206,782.97 for unpaid monthly rent/additional rent charges (i.e., fixed rent, operating expenses, late fees, electricity charges, real estate escalation charges and repair charges) (collectively, "rents") which accrued through August 31, 2008. During the pendency of this round of motion practice, this court granted plaintiff leave to file an amended affidavit by a person with personal knowledge of the facts and additional proof of all unpaid monthly rents which have accrued through February 1, 2009 totaling \$466,666.07.

2 The CtSC was signaled by another Justice of the court without granting a requested temporary restraining order prior to this matter being referred to this court. In the interim, the parties entered self-imposed stay stipulations to explore settlement discussions, which ultimately proved unsuccessful. However, those stipulations incited any need for this court to issue a preliminary injunction.

3 Plaintiff obviously commenced this action because Tenant did not fully comply with its payment schedule agreed to in the 2008 Stipulation and continues to be in default of its Lease obligations. Notably, it is well settled that the issuance of a warrant severs the landlord-tenant relationship and there is nothing on this record evidencing Tenant's good faith attempts to cure its defaults and have its Lease reinstated, a situation no landlord would generally ever tolerate. As noted, *infra*, because Tenant is unable to pay the rent and refuses to surrender, and Landlord is tolerant in allowing Tenant to remain in possession of the Premises "rent-free" while going after the Guarantor to financially burden Fortunato well beyond what would be reasonable, these are circumstances never contemplated when the Guarantor was initially executed.

4 Included in the documentation turned over to Fortunato during discovery was a copy of the February 28, 2008 summary rent ledger attached to the 2008 Stipulation (labeled A to Meltzer Reply Aff.) containing a repair charge of \$3,793.13 for this violation correction which F&V omitted as being appropriate and due and owing. In opposing summary judgment, this was one of the additional rent sums Defendant's counsel conclusively challenged not for its accuracy, *per se*, but as an expense Lexington was arguably required to absorb as part of its repair/maintenance obligations under the Lease.

5 Both Fortunato and Venanzi are members of F&V, a limited liability company, with equal voting rights and the former was the only member to make a single capital contribution of \$250,000.00. Fortunato remained a passive partner, whereas Venanzi became Tenant's full time employee charged with the day-to-day operations and paid and presumably continues to pay himself compensation for his services to F&V.

6 On this record, Tenant did absolutely nothing to dissuade this court of the notion that F&V has any intention of curing its defaults. Presumably, Venanzi's silence implies his desire to deep pocket the Guarantor indefinitely through the expiration date, a desire which Landlord shares by virtue of its acquiescence to a serial defaulting Tenant remaining in possession of the Premises. Having any financial stimulus from an unknown benefactor, it is readily apparent that F&V would be incapable of meeting any statutory criteria for a stay of this Decision and Order, if appealed, and any court-ordered stay awarded F&V without an appropriate undertaking as well as an ongoing requirement to pay use and occupancy pending an appeal, if any, would essentially, continue the irreparable harm this court-ordered mandatory injunction obviated. Thus, equity compels this court to extinguish the Guarantor's obligations on the Court-Ordered Surrender Date even if Tenant fails to honor the mandatory injunction.

Comment

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Your Email

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Comments

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AN OFFICIAL STATEMENT BY **Oleg Deripaska**

In recent days I have been the subject of a massive and aggressive disinformation attack generated by "AP Exclusive", which alleged my involvement in a plan "to greatly benefit the Putin Government", published on 22 March 2017. AP alleged that there was a "confidential strategy plan" which had a goal to "influence politics, business-dealings and news coverage inside US, Europe and former Soviet Republics".

The AP Exclusive asserts also that I signed a \$10 million annual contract "to greatly benefit the Putin Government" with Paul Manafort who was supposed to execute it.

I want to resolutely deny this malicious assertion and lie. I have never made any commitments or contracts with the obligation or purpose to covertly promote or advance "Putin's Government" interests anywhere in the world.

The further distribution of false allegations about my alleged activities as it is put by AP by any person or media will consequently bring the cost and burden of ultimate legal responsibility on all parties taking part in this disinformation campaign.

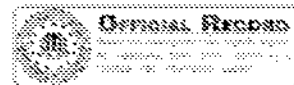
This AP Exclusive fake news falls into the negative context of current US-Russian relations and causes fresh unfair and unjustified concerns and alarm in the US Congress about Russian involvement in US domestic affairs. Context often creates an illusion of "might be true" information though it is based on complete and full lies. Fake stories like this one create a defamatory news flow and generate background information based on complete lies.

I demand that any and all further dissemination of these allegations, by the AP or any other media outlet, must cease immediately.

I am ready to take part in any hearings conducted in the US Congress on this subject in order to defend my reputation and name.

This statement has been issued by:

The office of Oleg Deripaska
1, Vasillsy Kozhinoy str.,
Moscow, 121096,
Russia



UNCLASSIFIED//LES

FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U//LES) Meeting Notes

Date: 06/29/2018

From: SCO

Contact: [redacted]

b6 -1,4
b7C -1,4

Approved By: David W Archey

Drafted By: [redacted]

Case ID #: [redacted]

(U) [redacted]

b7A -1
b7E -1

[redacted]

Synopsis: (U//LES) To attach for the file the handwritten meeting notes of SA [redacted]

b6 -1
b7C -1

Reference: [redacted]

b7A -1
b7E -1

Enclosure(s): Enclosed are the following items:

- 1. (U//LES) SA [redacted] handwritten notes from an an April 11, 2017 meeting with the Associated Press.
- 2. (U//LES) SA [redacted] handwritten notes from an an April 11, 2017 meeting with the Associated Press.

b6 -1
b7C -1

Details:

On Tuesday, June 26, 2018, FBI SA [redacted] furnished to DOJ Senior Financial Investigator [redacted] his handwritten notes from an April 11, 2017 meeting with the Associated Press. The original notes have been enclosed in an FD-340 (1a Envelope) with a copy attached for the captioned FBI investigative file and subsequently uploaded to the JCON investigative file.

b6 -1,4
b7C -1,4

UNCLASSIFIED//LES

UNCLASSIFIED//LES

Title: (U//LES) Meeting Notes
Re: 06/29/2018

b7A -1
b7E -1

◆◆

UNCLASSIFIED//LES

9/4/17 BOND DETAIL SHEETS

- ASKED (PW)
- 24HR CONFIDENTIAL (PW) RECORD # IN BUCKLE LEADER DON LEONENKO
- RECORDS

POINTED TARIK BELIEVE - NE CON DOCUMENTS

ONE OTHER # AMOUNT

- WENT THROUGH WAE NOVIA

- ACTIVITY IN CYPRESS 2007 2009

- CLARE VS PARTY OF BELIEVERS

INTO (PW) - U.S. ACTIVITY

- EL # NEWSTON

- SPECIAL ALLIANCE

- NEOLON SYSTEMS, LTD

- FIRST

- (PW) SEARCH INTERNAL GOVT FILES TO UKRAINE

- (PW) ADDED A NOTE SA/INT IT WOULD BE INTERVIEW

- ASKED ABOUT VIOLATION OF 1001

- ASKED ABOUT ANY CONTACT BETWEEN (PW)

- (PW) ASKED ABOUT DOES LOCATED IN VA, PUBLIC STORAGE 2012

404/404 BITE CODE DOCS (OBANK TO 90% EARLY 2000)

→ UKRAINE (PARTY OF BELIEVERS)

UNDER (PW) OF PUBLIC MANIFEST PARTNERS

- ASKED ABOUT TAX EVASION CHARGES

- (PW) (PW) THROUGH (PW) LOSS

b6 -2
b7C -2

b7A -1

b6 -2
b7C -2

- Cyprus MAT [redacted]

b7E -4

- LOAN LIMITED

- BLACK SEA DEAL

- (PW) HAS USED FOR MANY YEARS

- SWILLER-ATTY

- ASKED ABOUT POSSIBILITY (PW) WAS ENHANCED, IN THE OIL MONEY LAUNDERING

[redacted]

CYPRUS

- SET UP ALL OF (PW) [redacted] STAFFS

b6 -2
b7C -2

- ALTEK II WENT

- RECCORSA

- KKF LTD

- BRENDIEU PARTNERS

- SEEN EYELAS

- UKRAINE MONEY LAUNDERING VEHICLES

- ENTHALD & MONOHOLD

- BLACK SEA CABLE

[redacted]

b7A -1

- VAPARSKA NESTED WITHIN IN BLACK SEA CABLE

- AP TALKED TO FORMER OWNER NO WAY WORTH \$0 MILE

- CONSTANTINE KOLIM

- [redacted] [redacted] [redacted] [redacted] [redacted]

[Redacted]

From: [Redacted]
Sent: Tuesday, June 26, 2018 2:03 PM b6 -1,4
To: [Redacted] Asonye, Uzo (USAVAE) b7C -1,4
Cc: [Redacted]
Subject: Documents received from SA [Redacted] June 26, 2018
Attachments: SA [Redacted] Notes - AP Meeting April 11 2017.pdf; FD-597
 _Receipt_of_Property_Seized_and_FD-886
 _Evidence_Collected_Item_Log_-_Public_Storage_Search_May_27_2017.pdf

I received the following documents today from SA [Redacted]

1. SA [Redacted] Notes from the April 11, 2017 Meeting with the AP; b6 -1
2. FD-597 - Receipt of Property Seized from the Public Storage Search on May 27, 2017; b7C -1
3. FD-886 - Evidence Collected Item Log for the May 27, 2017 Public Storage Search as prepared by SA [Redacted]
 [Redacted]

Copies are attached for the JCON Discovery File. I will draft ECs to upload into Sentinel.

[Redacted]

[Redacted]
 Senior Financial Investigator
 DOJ Money Laundering and Asset Recovery Section (MLARS)
 Office of the Special Counsel
 [Redacted] - Desk
 [Redacted] - Cell

b6 -4
b7C -4