



*United States Attorney
Southern District of New York*

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May 22, 2017

BY ECF

Honorable Richard M. Berman
United States District Judge
Southern District of New York
Daniel Patrick Moynihan U.S. Courthouse
500 Pearl Street, Room 1650
New York, New York 10007

**Re: United States v. Reza Zarrab,
S3 15 Cr. 867 (RMB)**

Dear Judge Berman:

Pursuant to the Court's Order at the May 11, 2017 conference (the "May 11 Conference"), the Government writes to submit additional information concerning certain of the questions posed by the Court in its May 1, 2017 Order (the "May 1 Order"). A copy of the transcript of the May 11 Conference is attached hereto as Exhibit A for the convenience of the Court.

First, at the May 11 Conference, the Court directed the parties to submit additional information, including legal authorities, concerning whether "Greenberg Traurig's representation of both Mr. Zarrab and the Republic of Turkey is an actual conflict" and further whether any conflict is waivable. (*See* May 11 Conference Tr. at 2-3). Based on the information available to the Government at this time, Greenberg Traurig's concurrent representation of Zarrab and the Republic of Turkey presents at the very least a potential conflict. *See United States v. Kliti*, 156 F.3d 150, 153 n.3 (2d Cir. 1998) ("a potential conflict exists if the interests of the defendants may place the attorney under inconsistent duties at some time in the future"). For example, Zarrab's interest and the Republic of Turkey's interest in a public trial (or in avoiding a public trial) may diverge at some point. If that were the case, then Mr. Giuliani would face "inconsistent duties" with respect to Zarrab and the Republic of Turkey, which could manifest themselves during Mr. Giuliani's efforts to negotiate a disposition of this matter. Without more information about the particular interests of the Republic of Turkey in this prosecution, however, the Government cannot assess at this time whether Zarrab's interests are so divergent as to create an actual conflict. *See United States v. Jones*, 381 F.3d 114, 119 (2d Cir. 2004) (actual conflict exists "when the attorney's and the defendant's interests diverge with respect to a material fact or legal issue or to a course of action, or when the attorney's representation of the defendant is impaired by loyalty owed to a prior client" (internal quotation marks and citations omitted)). Regardless, whether the conflict is viewed as potential or actual, it triggers the Court's obligation to conduct an inquiry and

determine the appropriate course forward. *Id.* at 119-20. In this case, because the information available to the Government does not suggest that any difference between Zarrab's interests and the Republic of Turkey's interests is such that "no rational defendant" would wish to continue to retain Mr. Giuliani, the Government believes that the conflict can be waived through a thorough allocation of the defendant by the Court. *See United States v. Levy*, 25 F.3d 146, 153 (2d Cir. 1994) (unwaivable conflicts limited to situations where "no rational defendant would knowingly and intelligently desire the conflicted attorney's representation").

With respect to the Court's related question regarding the presence of conflict-free counsel at negotiations with the Executive Branch or the Republic of Turkey, the Government respectfully submits that, while the defendant is constitutionally entitled to conflict-free counsel at every significant proceeding, the law favors affording a defendant their choice of counsel, with few exceptions, such as where an unwaivable conflict exists. The Court and the Government are obligated to ensure only that the defendant is aware of the potential or actual conflict, as well as aware of his right to conflict-free counsel, and nevertheless waives that right to conflict-free counsel. Accordingly, the Court need only evaluate whether the defendant understands the potential conflict, and knowingly and intentionally waives that conflict. The Government submits that Zarrab should be questioned about, and should explicitly waive any challenge based on, the possibility that he will not be represented by conflict-free counsel at any negotiations with United States government officials outside of the United States Attorney's Office for the Southern District of New York ("USAO-SDNY"). Accordingly, the Government respectfully requests that the Court ask Zarrab the following additional questions at the next *Curcio* hearing:

- Do you understand that if and when Mr. Giuliani negotiates with U.S. government officials about your case, he also may be influenced by his firm's, Greenberg Traurig's, representation of the Republic of Turkey?
- In particular, do you understand that if that occurs, then the only lawyer representing you during those negotiations may have inconsistent obligations to you and the Republic of Turkey?
- Do you further understand that during those negotiations, that lawyer, Mr. Giuliani, may not be able to negotiate in a manner that harms or is to the detriment of the Republic of Turkey?
- Indeed, do you understand that Mr. Giuliani may be required or may decide to place the interests of the Government of Turkey before your interests in this matter?

Second, at the May 11 Conference, the Court also asked for additional information regarding "who is Greenberg Traurig's client when Mr. Giuliani meets with Turkish officials or United States officials to discuss Mr. Zarrab's case, Turkey or Mr. Zarrab?" (*See id.* at 3). The Court also asked for further detail as to whether "such discussions [can] be privileged, or is any privilege waived." (*See id.*).

Mr. Giuliani's communications with Turkish officials or U.S. government officials cannot be, based on the information available to the Government presently, privileged as either attorney-client communications or attorney work product. With respect to U.S. officials, they are, apparently, counter-parties in the negotiations with Mr. Giuliani, not his clients seeking legal advice, and thus, there cannot be any privilege covering their communications. *See generally United States v. Meija*, 655 F.3d 126, 132 (2d Cir. 2011) (attorney-client privilege requires, among other things, an attorney-client relationship and a request for legal advice). Similarly, the attorney work-product doctrine would not shield Mr. Giuliani's discussions with U.S. officials because those conversations are not in furtherance of formulating any litigation strategy – they are simply negotiations to try to secure a favorable disposition for Zarrab. *Cf. Bank of America N.A. v. Terra Nova Ins. Co.*, 212 F.R.D. 166, 172 (S.D.N.Y. 2002) (“When materials are disclosed to a governmental authority to forestall prosecution or to obtain lenient treatment, the purpose of such a disclosure is ‘foreign to the objectives underlying the work-product doctrine.’”) (quoting *Westinghouse Elec. Corp. v. Republic of Philippines*, 951 F.2d 1414, 1429 (3d Cir. 1991)).

For the same reasons, Mr. Giuliani's communications with Turkish officials concerning this matter are not privileged. As described to the Government and the Court, Greenberg Traurig's relationship with Turkey is not an attorney-client relationship. Rather, the relationship between Greenberg Traurig and the Republic of Turkey is a contractual one: Turkey has entered into a “Services Agreement” with the company, Gephardt Group Government Affairs LLC (the “Gephardt Group”), which has in turn sub-contracted out some of those duties to Greenberg Traurig through another contract (the “Gephardt-Greenberg Agreement”). Greenberg Traurig has agreed to be bound by the terms of the Services Agreement. (*See Gephardt-Greenberg Agreement*, attached hereto as Exhibit B). The Gephardt-Greenberg Agreement and its appendices set forth a number of services that the nation can expect to receive under the contract, which are intended to enhance Turkey's image and its interests. As a result, Greenberg Traurig is contractually bound not to take steps that would harm Turkey's image or interests. (*See Exhibit B, Appendix 2*). This relationship obliges Mr. Giuliani to, as noted above, protect Turkey's confidential information and to act in its best interest – an obligation that may result in “inconsistent duties” with his representation of Zarrab – but it is not an attorney-client relationship for the purpose of providing legal advice.

In the absence of an attorney-client relationship, there cannot be an attorney-client privilege. *See generally Meija*, 655 F.3d at 132. Moreover, although the defense contended at the May 11 Conference that conversations between Mr. Giuliani and Turkish officials could be shielded as attorney work-product, that doctrine has no application here. “The work-product doctrine . . . is intended to preserve a zone of privacy in which a lawyer can prepare and develop legal theories and strategy ‘with an eye toward litigation,’ free from unnecessary intrusion by his adversaries.” *See United States v. Adlman*, 134 F.3d 1194, 1196 (2d Cir. 1998). But in this case, the defense has expressly disclaimed any role for Mr. Giuliani in devising legal theories or strategies with respect to this action. Instead, the defense has repeatedly described Mr. Giuliani's role as seeking a “diplomatic” resolution between the United States and Turkey that would involve a disposition of this case. Turkey's assessment of its diplomatic relations with other nations, including the United States, presumably occurs regularly and regardless of the existence of any one litigation. *Cf. Wultz v. Bank of China, Ltd.*, 304 F.R.D. 384, 396-97 (S.D.N.Y. 2015) (no work product protection despite anticipated litigation for communications concerning illegal financial

transactions because bank would have conducted underlying investigation even had it not known of potential litigation); *Proctor & Gamble Co. v. Ultreo, Inc.*, 574 F. Supp. 2d 334, 338 (S.D.N.Y. 2008) (scientific studies not protected as attorney work-product despite anticipated litigation because studies would have been conducted regardless as part of party's business).

As the Court noted, however, Mr. Giuliani's simultaneous representation of the Republic of Turkey and Zarrab in these negotiations does potentially implicate privileges held by Zarrab. "[I]t is vital to a claim of privilege that the communications between client and attorney were made in confidence and have been maintained in confidence." *In re Horowitz*, 482 F.2d 72, 81-82 (2d Cir. 1973). A client's failure to maintain that confidence can lead to waiver of the privilege. *See Meija*, 655 F.3d at 132-33. While the Government is not privy to the discussions between Mr. Giuliani and any Turkish officials or any United States government officials outside of the USAO-SDNY, to the extent they involve the disclosure of material that arguably had been protected by the attorney-client privilege or the attorney work-product doctrine, Zarrab's disclosure of such information necessarily would waive the attorney-client privilege. With respect to the attorney work-product doctrine, the disclosure would similarly waive that privilege with respect to any disclosures to U.S. government officials, and would likely do so with respect to disclosures to Turkish officials as well. The defense cannot have it both ways – they cannot claim on the one hand that the Court should not monitor Mr. Giuliani's work in this matter because it is not work as an attorney on the matter before the Court, while on the other hand invoking protections designed to protect the development of legal strategy. In view of the foregoing, the Government respectfully submits that the Court should also ask the following questions at the next *Curcio* proceeding:

- Do you understand that if you authorize Mr. Giuliani or any of your other attorneys to disclose communications between you and your attorneys to any third party, including U.S. or Turkish government officials, that could lead to the waiver of your attorney-client and attorney work-product privileges?
- And do you also understand that if you do waive your attorney-client and attorney work-product privileges, then your communications with your lawyers could be disclosed to third parties, including the Government, which could seek to use them against you?

Third, at the May 11 Conference, the Court asked for further information from the parties as to whether "Messrs. Giuliani or Mukasey [may] participate in or take positions adverse to Mr. Zarrab in negotiations between the United States and Turkey." (*See* May 11 Conference Tr. at 3). The Court also noted that, in the *Curcio* questions proposed by the parties, Zarrab was asked whether he understood that Greenberg Traurig attorneys could not negotiate in a manner that was detrimental to Turkey. (*See id.* at 4).

As noted above, Zarrab is entitled to counsel that negotiates a disposition of this case with his best interest in mind. *See Kliti*, 156 F.3d at 154 ("The danger of a joint representation 'is in what the advocate finds himself compelled to refrain from doing, not only at trial but also as to possible pretrial plea negotiations and in the sentencing process.'") (quoting *Holloway v. Arkansas*, 435 U.S. 475, 490 (1978)). That said, this is not an absolute right, and it is one that

EXHIBIT A

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 UNITED STATES OF AMERICA,

4 v.

15 CR 867 (RMB)

5 REZA ZARRAB,

6 Defendant.

New York, N.Y.
May 11, 2017
2:00 p.m.

9 Before:

10 HON. RICHARD M. BERMAN,

District Judge

13 APPEARANCES

14 JOON H. KIM
Acting United States Attorney for the
15 Southern District of New York
SIDHARDHA KAMARAJU
16 DAVID DENTON
DEAN C. SOVOLOS
17 Assistant United States Attorneys

18 BRAFMAN & ASSOCIATES P.C.
Attorneys for Defendant Zarrab

19 BENJAMIN BRAFMAN

-and-

20 DOAR RIECK DeVITA KALEY & MACK
Attorneys for Defendant Zarrab

21 JAMES R. DeVITA

-and-

22 FERRARI & ASSOCIATES, P.C.
Attorneys for Defendant Zarrab

23 ERICH C. FERRARI

24
25 ALSO PRESENT: Seyhan Sirtalan and Asiye Kay, Turkish language
interpreters

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THE COURT: As you know, this is the resumption of the Curcio hearing that we had started last session, May 2.

I have a preliminary matter that goes to the heart of the Curcio concern, and I think it needs to be further resolved before we can go much further. And you all may have some questions of your own that you want to raise, but let me raise this one at the outset because it's of concern to me.

You will remember that as it relates to that order of May 1st that I handed out which I want to come back to -- first let me make sure that Mr. Zarrab is able to understand with the help of the Turkish interpreter.

MR. BRAFMAN: He tells me his headset is not operating.

THE COURT: Oh.

MR. BRAFMAN: Thank you, sir.

THE COURT: Is it working now, Mr. Zarrab?

THE DEFENDANT: Yes.

THE COURT: If you recall in the May 1 order, I posed a series of additional Curcio and Curcio-related topics or questions. They are in the form of questions. And in particular, I want to refer now to questions three, four, and five, which we did discuss, but I still think we need to have more discussion.

So, three asks whether Greenberg Traurig's

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1 representation of both Mr. Zarrab and the Republic of Turkey is
2 an actual conflict. And I further asked in that order is it
3 waivable and cite relevant case authorities and rules. We
4 never got to that and we didn't get any followup authorities,
5 cases, etc. But that's a legal question.

6 Four is related to three, and it asks who is Greenberg
7 Traurig's client when Mr. Giuliani meets with Turkish or United
8 States officials to discuss Mr. Zarrab's case, Turkey or
9 Mr. Zarrab. Then I ask can such discussions ever be
10 privileged, or is any privilege waived.

11 And then five asks may Messrs. Giuliani or Mukasey
12 participate in or take positions adverse to Mr. Zarrab in
13 negotiations between United States and Turkey.

14 So it's around these questions that I'm personally not
15 satisfied that I yet understand these matters fully in terms of
16 conflicts, waivable, not waivable, etc., what the implications
17 are, and notwithstanding that we had some oral presentations at
18 the last session on May 2, 2017, I asked at the beginning did
19 people want to respond in writing. I think the preference was
20 to do it orally, but it still leaves some gaps in my opinion.

21 So I reviewed the transcript, and I'm going to go over
22 some of it with you now. And I believe that there are still
23 some divergent or conflicting responses in the record.

24 So, number one, at page 10, this is a small point but
25 that's where I had asked for case authorities to respond to

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1 that question, and we haven't done that yet. But on page 12, I
2 ask the following. So I ask the question, this is the question
3 I just mentioned a minute ago, whether Messrs. Giuliani or
4 Mukasey may participate or take positions adverse to Mr. Zarrab
5 in negotiations between the United States and Turkey. Any
6 negotiations. Okay.

7 And the government responded as follows right after
8 that: "Certainly the government believes that they cannot do
9 that, that is to say Messrs. Giuliani and Mukasey cannot take
10 positions adverse to Mr. Zarrab." And the government goes on
11 to say "They have ethical obligations that would preclude them
12 from negotiating to Mr. Zarrab's detriment, whether with the
13 United States or with Turkey."

14 And then I turn to Mr. Brafman, I said "Mr. Brafman,
15 do you agree with that?" And he said, "Your Honor, far be it
16 for me to teach either former Chief Judge Mukasey or former
17 United States Attorney Rudy Giuliani what their ethical
18 obligations are."

19 And we get that. These are people who are quite
20 sophisticated in these matters, but nevertheless, we went on in
21 the Curcio question-and-answer period, and at page 44 and 45 of
22 the transcript, this is a question proposed jointly by the
23 government and by the defense, the question to Mr. Zarrab is,
24 "Do you understand that your attorneys from Greenberg Traurig,
25 including Mr. Giuliani, cannot negotiate on your behalf in a

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1 manner that would be adverse to the interests of the government
2 of Turkey?" And Mr. Zarrab answered "Yes."

3 But therein, I think, lies the dilemma. There seems
4 to be a conflict between the questions on page 12 and the one I
5 just read to you, 44 and 45. And the issue is who is,
6 colloquially, I might say, 100 percent looking out for
7 Mr. Zarrab's interests at these negotiations? That's the
8 conflict that I perceive.

9 I don't think, at least to my knowledge, Mr. Brafman,
10 you're not present at those negotiations historically or in the
11 future. And so that is my question. And that is not resolved,
12 in my opinion. I mean, I need to be better educated to get
13 over that hurdle. Who is looking out for Mr. Zarrab at any
14 negotiations that Mr. Giuliani and Mr. Mukasey might be engaged
15 in with Turkey or the United States, which will, of course, one
16 way or the other, affect Mr. Zarrab.

17 MR. BRAFMAN: Your Honor, it is my understanding, both
18 from what was said publicly and from the affidavits that were
19 submitted under seal, that neither Mr. Mukasey -- certainly not
20 him, has any responsibility or relationship with the government
21 of Turkey and does not serve as an agent of Turkey and never
22 has.

23 THE COURT: Right.

24 MR. BRAFMAN: With respect to Mr. Mukasey, it is easy.
25 With respect to Mr. Giuliani, it is my understanding

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1 that while the firm Greenberg Traurig has been engaged on
2 behalf of the government of Turkey, Mr. Giuliani himself has
3 never represented the government of Turkey personally in any
4 matter, anywhere. At least that's the representation that's
5 been made to me.

6 It is also my understanding that the exclusive reason
7 for both of these gentlemen being retained, and on this
8 discussion I was present, was to assist Mr. Zarrab in, as we
9 have said publicly, attempting to determine whether there is a
10 resolution through diplomatic channels, if you will, that could
11 help resolve the matter. Then we could come to the Southern
12 District and Court.

13 THE COURT: To help resolve this matter.

14 MR. BRAFMAN: This matter, yes, sir.

15 THE COURT: But the way it was I think described in
16 the affidavits that were submitted was to help to come to some
17 arrangement or some deal that was beneficial to the United
18 States and Turkey.

19 MR. BRAFMAN: That's correct.

20 THE COURT: And would, by the way, work to
21 Mr. Zarrab's benefit.

22 MR. BRAFMAN: Yes.

23 THE COURT: That's the question I have.

24 MR. BRAFMAN: Your Honor, what I understand to be the
25 case is that the reason there is no conflict is that in the

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1 event that they could come to an understanding that was
2 beneficial to the government of Turkey and the government of
3 the United States, it would be for the purpose also of helping
4 resolve Mr. Zarrab's case. Not simply to benefit the national
5 security interests of both countries.

6 And that the reason they were engaged is not to act as
7 surrogate State Department officials just going out trying to
8 settle a crisis across the globe, but as a representative of
9 Mr. Zarrab with the hope of convincing both of the governments
10 involved that there might be as a resolution that helps both
11 Turkey and the United States, with the added benefit of helping
12 Mr. Zarrab. So, I really don't see the conflict.

13 And if your Honor requires further -- it isn't a
14 question of providing with you authority, because this is
15 certainly unique to my experience and I'm not certain I am
16 going to find --

17 THE COURT: Mine as well.

18 MR. BRAFMAN: I read the cases, and none of them
19 really address this issue, and many of them are
20 distinguishable. So, that's why I haven't provided you with
21 authority, for example, from the last conflict Curcio hearing
22 where it was just law firms and banks involved.

23 If your Honor requires further clarification by way of
24 additional sealed affidavits, that's the best I think I can
25 offer.

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1 MR. KAMARAJU: Well, your Honor, first of all, all the
2 information the government has about whatever discussions are
3 going on has come to us from the defense counsel, so we're not
4 aware of who is participating in these discussions. To the
5 extent Mr. Giuliani --

6 THE COURT: Do you see an issue here? Am I the only
7 one?

8 MR. KAMARAJU: No. As I understand the point your
9 Honor is making is, is there a question as to whether at the
10 negotiation table between the United States and Turkey, there
11 is conflict-free counsel representing Mr. Zarrab.

12 THE COURT: That's my point.

13 MR. KAMARAJU: Right. Which is an issue that we
14 litigated extensively, for example, with Kirkland & Ellis where
15 Mr. Brafman was the conflict-free counsel before this Court.

16 THE COURT: Right.

17 MR. KAMARAJU: So --

18 THE COURT: And by the way, I think if I remember, not
19 that it's dispositive because it's the Court's duty to resolve
20 the question, but Mr. Gillers, who had submitted a letter,
21 Professor Gillers said that the key of it was that there was
22 conflict counsel available 24/7 so to speak in the form of
23 Mr. Brafman.

24 MR. KAMARAJU: Correct.

25 THE COURT: So that's what saved -- I don't know if

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1 that's the right way to describe it. But that is what enabled
2 him to also have conflicted counsel.

3 MR. KAMARAJU: I believe your Honor is right. That is
4 one of the sort of basic principles in the Gillers opinion.

5 There was some contrary case law that we had cited to
6 your Honor, U.S. v. Rahman, in which the Court sort of rejected
7 the concept of having sort of a shadow counsel for purposes of
8 just cross-examining one witness, for example.

9 But, at the heart of it I think the presence of
10 conflict-free counsel in the form of Mr. Brafman was a key part
11 to the Court's determination certainly, but also to Professor
12 Gillers' opinion.

13 In terms of what's going on perhaps in these
14 negotiations, the fact that Mr. Giuliani personally has not
15 done any work for the Republic of Turkey, if that's the
16 representation that's been made, I don't believe that actually
17 makes it conflict free because I think the law is pretty clear,
18 certainly the ethical rules are pretty clear, that a conflict
19 for a law firm is imputed to the lawyers in that firm.

20 If Mr. Mukasey is also involved in all of those
21 negotiations, then I suppose he, for purposes of sort of the
22 Turkey conflict, represents conflict-free counsel for
23 Mr. Zarrab. But that is commissioned on the fact he would be
24 involved in all of those negotiations. In other words, if
25 Mr. Giuliani is only sitting across the table, you don't have

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1 that protection.

2 We don't have any information about how those
3 negotiations are being conducted or who is making phone calls
4 or sitting down, but given the facts we know, that's the way we
5 see it playing out. We do think your Honor has a point.

6 THE COURT: Actual or potential? Or you raise the
7 issue we discussed last time about privilege. Are those
8 negotiations privileged or are they public or --

9 MR. KAMARAJU: So, I don't think they've been made
10 public.

11 THE COURT: No.

12 MR. KAMARAJU: But I don't think they can be
13 privileged at all. First of all, Greenberg's relationship with
14 the nation of Turkey is not an attorney-client relationship.
15 In other words, well, let me clarify that. They are foreign
16 registered agents of the nation of Turkey.

17 But based at least on the materials provided to the
18 Court as part of the affidavits, the services that they appear
19 to be rendering are not legal in nature. In other words, they
20 are not -- the communications are not seeking legal advice
21 between the two, which is a prerequisite for the privilege.

22 If that's not the case, if there are legal advice
23 being sought, it is conceivable that Greenberg's communications
24 with the Republic of Turkey may be privileged to the extent
25 they are actually seeking legal advice.

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1 But their communications with third parties, outside
2 parties, could never be privileged. So, negotiations across
3 the table with whatever officials in the United States, those
4 can't be privileged because they are outside of whatever
5 privilege relationship would be claimed.

6 As to whether it is an actual or potential conflict,
7 we addressed this a little bit at the last conference. From
8 the government's perspective, I don't think we have enough
9 information to say conclusively it is an actual conflict or a
10 potential conflict, because for an actual conflict, and we're
11 happy to submit some authorities to your Honor in writing to
12 this effect. But the Second Circuit has said that an actual
13 conflict requires a divergence in the interests of the client
14 and the attorney that is so significant that there is no way to
15 sort of reconcile those two.

16 There is still another layer I think whether a
17 conflict is waivable. And the Second Circuit has said even
18 that is a higher standard, because a unwaivable conflict is a
19 conflict that no rational defendant would ever waive.

20 So, I think from the government's perspective it is a
21 thorny conflict issue that may be actual or may be potential.
22 It is certainly potential at this time. There is no doubt
23 about that. It may crystalize into being an actual conflict.

24 But ultimately, if Mr. Zarrab is properly allocuted
25 and agrees to waive, a number of the issues is waivable.

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1 MR. BRAFMAN: Your Honor, first I just want to
2 indicate that I'm glad that I was the conflict-free counsel
3 that saved the first go-around. I'm not involved in these
4 negotiations and prefer not to be. It's way above my pay
5 grade, to be perfectly candid.

6 To the extent that former Judge Mukasey has never
7 represented Turkey, and if he is involved in these
8 negotiations, as I believe he is, then he certainly would be
9 conflict-free counsel.

10 I also believe that this is waivable, whether it's
11 potential or actual. And I think if you do the extensive voir
12 dire of Mr. Zarrab that has already been undertaken and will
13 continue today, then I think this issue is removed from the
14 case.

15 We have certainly alerted him over a period of months
16 during the Kirkland Ellis hearing as to the nature of the
17 Curcio inquiry, so I believe he is not completely unfamiliar
18 with the process.

19 I also find it hard to imagine that if he has retained
20 Messrs. Giuliani and Mukasey for the specific purpose of trying
21 to negotiate on his behalf and has now heard from your Honor
22 and through the submissions that Mr. Giuliani's firm also
23 represents Turkey in some matters, knowing all of that, if he
24 makes an intelligent waiver, I think the issue is removed and
25 he would be hard pressed to raise it as an issue if convicted,

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1 because he's the one who created the relationships that we're
2 all discussing.

3 THE COURT: So how do we reconcile the questions and
4 answers, one of which says that Giuliani cannot take a position
5 adverse to Turkey, and the other on page 44, 45, that they
6 cannot -- that's the question to which Mr. Zarrab acceded. And
7 yet, as his counsel, as the government indicated at page 12 the
8 last time, they must take positions in Mr. Zarrab's best
9 interests.

10 I'm having trouble getting beyond that.

11 MR. BRAFMAN: I think their obligation to Mr. Zarrab,
12 for want of a better word, trumps their marginal relationship
13 to the Turkey because as the government just indicated, they
14 really are not in an attorney-client relationship with Turkey.
15 The firm has registered as an agent of the Republic of Turkey.
16 And I think if we were to question Mr. Gillers, and I really
17 don't want to further burden the record, I think when you have
18 an actual client who you are representing as an officer of the
19 court, in a pending criminal matter, and your firm has a
20 relationship with a country, and you don't have anything to do
21 with that, I'm not certain that you have a conflict in whose
22 best interests you must always act. Because you've been
23 personally retained by a defendant in a criminal case to act on
24 his behalf. And I think that's your ethical obligation.
25 That's as good as I can do.

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1 THE COURT: I understand. I understand. I would like
2 you all to commit it to paper.

3 MR. BRAFMAN: Excuse me?

4 THE COURT: I said I would like you all to commit it
5 to paper, because I think it's really the issue. We've talked
6 about a lot of other things, the banks, we've gotten beyond the
7 banks with Kirkland & Ellis. We haven't had quite a situation,
8 I've never experienced one like this one. So I wouldn't mind,
9 and if you agree, that would be terrific. If you want to meet
10 and confer and find out from Mr. Brafman as much as he's able
11 to tell you, maybe that can inform. Or if you want to just
12 submit two separate letters, but I do want authorities to
13 resolve those issues.

14 MR. BRAFMAN: In lieu --

15 THE COURT: The privilege thing is big. To me,
16 anyway.

17 MR. BRAFMAN: Let me address that if I may.

18 THE COURT: If in fact the nature of those
19 conversations is not privileged, so that's a big right that a
20 defendant normally has, or any client, forget defendant, any
21 client has, is attorney-client privilege. So, this is sort of
22 a hypothetical. But, if there are conversations that are going
23 on there that, which I imagine there would be, concern
24 Mr. Zarrab, those are not subject to the attorney-client
25 privilege.

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1 MR. BRAFMAN: But they may be subject to the attorney
2 work product.

3 THE COURT: Maybe, maybe.

4 MR. BRAFMAN: If I interview a witness on behalf of my
5 client, and that witness is not my client so that the
6 conversation is not privileged, I think I would be within my
7 rights as a lawyer to reject the government's request, unless
8 it became Jencks material, to request my notes of my
9 conversation because it's work product.

10 MR. KAMARAJU: That analogy may be correct, but I
11 don't think that's the point that the Court is addressing,
12 which is communications with a government official.

13 THE COURT: Right.

14 MR. KAMARAJU: Sitting across the table would not be
15 protected by attorney work product.

16 THE COURT: Right. Automatically you're giving up a
17 fundamental client right.

18 MR. KAMARAJU: I think to the extent privileged
19 attorney-client communications between Mr. Zarrab and either
20 Mr. Giuliani or Mr. Mukasey are being interjected into
21 discussions with anybody outside of the relationship, be it
22 Turkish officials, be it U.S. officials, anyone, I think that
23 does run the risk of waiver of the attorney-client privilege
24 between Mr. Zarrab and Mr. Giuliani or Mr. Mukasey, which is
25 the point your Honor is making. But that is a significant

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1 right held by a criminal defendant, or frankly, any client of
2 an attorney.

3 And so, if that is occurring -- and again, the
4 government has no information one way or the other as to
5 that -- I think that has to be done with Mr. Zarrab's knowledge
6 and his explicit authorization. Because otherwise, I think as
7 your Honor is rightly pointing, that does present a significant
8 conflict and issue. And I would imagine a troubling ethical
9 situation for the attorneys involved.

10 MR. BRAFMAN: Well --

11 MR. KAMARAJU: So I think there is value in sort of
12 exploring that, and the government is happy to provide it.

13 THE COURT: I don't mean to make homework, but in the
14 exploration, I do think there need to be additional Curcio
15 questions. Perhaps that is a way to get through some of these
16 issues. That assumes that everything is waivable, and I don't
17 know whether that's true. But if you both conclude that it is,
18 then there probably has to be some further questions to get us
19 through.

20 MR. BRAFMAN: I think perhaps -- excuse me. I think
21 perhaps, Judge, I think we should note that if it's work
22 product, it doesn't turn on who you're speaking to, whether
23 it's a witness or the president of the United States or the
24 president of Turkey. If you're doing it as an attorney doing
25 your work for your client, it still would be work product, even

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1 if not technically privileged.

2 And I would say that what I think might resolve this
3 issue better than another memorandum, although I welcome the
4 additional questions so that the record is complete, I think
5 perhaps an additional affidavit submitted under seal in which
6 Mr. Giuliani expressly states, if he can, that in these
7 meetings he is representing Mr. Zarrab and that he does not
8 believe for the following reasons that he has an ethical
9 quandary, and let them try and convince you. Because that's
10 the people who are having these conversations.

11 MR. KAMARAJU: I think there's a couple of points just
12 quickly to address. I don't mean to belabor the point. First
13 of all, I think the fundamental issue with the work product
14 doctrine being exercised here, aside from the fact that they
15 were talking to government officials, rather than witnesses, is
16 Mr. Giuliani and Mr. Mukasey have expressly disclaimed that
17 they will participate in this litigation before the Court.
18 They have limited their representation for the Court, and
19 typically work product is in connection. But we can address
20 that in further detail if it's relevant.

21 THE COURT: That's what I would like.

22 MR. BRAFMAN: On that point, I don't think he's right
23 at all. I think --

24 THE COURT: I didn't say he was. I don't know.

25 MR. BRAFMAN: I just want you, sir, to understand, if

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1 I am the lawyer who is representing Mr. Zarrab in court, and I
2 confer with another lawyer as co-counsel who has no intention
3 of filing a notice of appearance or coming here and making any
4 argument, my conferring with that person can still be work
5 product. It could still be joint defense privilege. We are
6 not talking about it. We're talking about if I'm talking to a
7 third party who is not a lawyer, but I'm doing it on behalf of
8 my client, I still think it's work product, even though he's
9 not representing him in this matter. Because you don't have to
10 have representation as to a specific matter to have an
11 attorney-client relationship with someone.

12 Mr. DeVita has been appointed as special counsel, has
13 an attorney-client relationship with Mr. Zarrab on this
14 specific matter. That doesn't mean he could be subpoenaed to
15 answer any questions that would come up concerning other
16 matters that he discovered during this relationship, because it
17 would be work product by Mr. DeVita.

18 MR. KAMARAJU: We obviously have a disagreement I
19 think over whether the work product doctrine would cover, and
20 we're happy to supply the Court with authorities on that.

21 THE COURT: Okay.

22 MR. KAMARAJU: I do think one of the tricky things
23 here --

24 THE COURT: By the way, I think it's valuable to have
25 these cleared up for everybody. For the integrity of the

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1 proceeding, for defense counsel, for the government counsel, so
2 I think it's only helpful to everybody.

3 MR. KAMARAJU: And the point I was going to make, your
4 Honor, is actually one of the things that the Gillers opinion
5 also stressed, and the ethical opinions upon which it was based
6 stressed, is that whatever limitations are being placed on a
7 representation by an attorney in order to avoid a conflict or
8 deal with a conflict situation, should be explicitly laid out,
9 usually in writing, and should be made clear to the defendant,
10 so that he is aware of exactly what his attorneys can and
11 cannot do on his behalf.

12 And I think the conflict that your Honor noted between
13 the questions in the Curcio and the question from the May 1st
14 order, may very well mean that Mr. Giuliani, at least, is
15 cabined to a very thin and narrow land in which he can
16 negotiate, one in which the only positions he can take are ones
17 that are not adverse to Mr. Zarrab or not adverse to the nation
18 of Turkey.

19 And if that is the case, then that is something that
20 Mr. Zarrab should know about explicitly and should agree to
21 waive if the Court determines that it is waivable.

22 The government's view at this point with the
23 information we know is these are waivable conflicts. If that
24 changes from the information we receive, we'll let the Court
25 know. I think without that knowledge, we are not satisfying

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1 some of the basic principles that we elucidated during the
2 Kirkland proceedings.

3 THE COURT: Yes. So, where that leaves me on these
4 issues is I would like supplement submission either jointly or
5 each of you. It doesn't have to be lengthy. You know the
6 questions that are on my mind. And now if you want to discuss
7 in there work product versus privilege, I'm happy to get some
8 help on that, too.

9 MR. BRAFMAN: If I may suggest, your Honor, if the
10 government can put its position in writing, because I am going
11 to need to discuss their position with Messrs. Mukasey and
12 Giuliani. Having my position in writing in advance doesn't
13 make any sense.

14 THE COURT: You're right. I think that's fair. Is
15 that okay with you? Except that he's going to probably want to
16 ask you, to the extent you can help him out as to what's
17 happening so to speak, to the extent you can share that with
18 him.

19 MR. BRAFMAN: I'm happy to do that.

20 MR. KAMARAJU: We're happy to sort of put in the first
21 submission on the legal questions. But I think we are going to
22 need additional facts from Mr. Brafman. So if you'll allow us
23 a period of time to consult with him, then we can put in a
24 submission that addresses the legal questions.

25 THE COURT: Thank you. And also include any

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1 additional questions that have to be posed to Mr. Zarrab or
2 perhaps something in advance that Mr. Zarrab should be asked to
3 look at and see if this is going to be acceptable to him.

4 MR. KAMARAJU: Yes, your Honor.

5 THE COURT: So I think you should get all the
6 mechanisms that will help everybody out, so to speak.

7 MR. BRAFMAN: Can I ask your Honor, I submitted a
8 letter on this, filed it on ECF. I just want the record to
9 reflect that we have withdrawn our request for a suppression
10 hearing previously scheduled for May 18, and I assume that the
11 government doesn't take any opposition to that. And I'd ask
12 the Court to cancel that hearing. This was done --

13 THE COURT: I thought that was understood. I planned
14 to do that.

15 MR. KAMARAJU: Yes, that's our understanding, your
16 Honor.

17 THE COURT: You don't want an ex parte suppression
18 hearing?

19 MR. KAMARAJU: You know what? I prefer not to in the
20 end.

21 MR. BRAFMAN: It's good practice.

22 THE COURT: So that also, by the way, frees up time on
23 that date if we need it. So how long would it take you to put
24 something together?

25 MR. KAMARAJU: I think we can move pretty quickly

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1 after receiving information from Mr. Brafman. So maybe the
2 operative question is how much time does Mr. Brafman need to
3 consult with Mr. Mukasey and Giuliani in the first instance.

4 THE COURT: He's going to say it becomes a what you
5 need to know.

6 MR. BRAFMAN: Also, Judge, I don't control these
7 gentlemen's calendars. I have no idea where they are as we
8 speak. They could be in Turkey.

9 That was facetious.

10 THE COURT: I know.

11 MR. KAMARAJU: So, is it your Honor's plan then to
12 hopefully address these issues on May 18?

13 THE COURT: Well, I would like to get this in the
14 record with authorities before we go further. We don't have
15 that much left to do. But if there is more, there is no point
16 if he agrees to everything and then "oh, by the way."

17 MR. KAMARAJU: Would a week be sufficient?

18 THE COURT: Yes.

19 MR. DeVITA: I'm going to be out of town next week.

20 MR. BRAFMAN: Judge --

21 THE COURT: Why don't with go off the record and maybe
22 the three of you could speak and see what works.

23 MR. BRAFMAN: Your Honor, could we do this? I need to
24 find out the availability of both Messrs. Giuliani and Mukasey
25 to meet with me. I could e-mail the government tomorrow and

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1 tell them how much time I think I need. They could then tell
2 me how much time they'd like, and we can check with your very
3 efficient first-rate courtroom deputy who never misses a beat
4 and she could schedule something at your Honor's convenience.

5 THE COURT: Okay. You mean schedule for the
6 submissions?

7 MR. BRAFMAN: Yes.

8 THE COURT: Or you could propose a schedule.

9 MR. KAMARAJU: We'll put a letter proposing a date for
10 submissions.

11 MR. BRAFMAN: We'll put in a letter proposing the date
12 for the submissions, and then at your Honor's convenience also
13 a date for the continuing of the Curcio.

14 THE COURT: Do you anticipate you might want to
15 respond to whatever he submits?

16 MR. BRAFMAN: I anticipate that I will.

17 THE COURT: Okay. Keep that 18th date in mind because
18 it's available, and maybe we'll use it for that purpose, but it
19 could be another date too if you're ready before then.

20 MR. BRAFMAN: Yes, sir.

21 THE COURT: All right. That's it for me on this.
22 Anybody else have any issues they want to raise?

23 MR. BRAFMAN: No, your Honor.

24 MR. KAMARAJU: Nothing from the government, your
25 Honor.

EXHIBIT B

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July 28, 2014

Robert Mangas, Esquire
Greenberg Traurig, LLP
2101 L Street, N.W.
Suite 1000
Washington, DC 20037

Dear Rob:

Gephardt Group Government Affairs, LLC ("Gephardt Government Affairs") has been engaged by the Government of the Republic of Turkey ("Turkey") to provide, as an independent contractor, lobbying and government relations services to Turkey, in accordance with the provisions of an agreement between Turkey and Gephardt Government Affairs ("Services Agreement."). An unexecuted copy of the Services Agreement, from which certain provisions relating to payments have been deleted, is attached as Appendix 1. The provisions of the Services Agreement are incorporated herein and made a part hereof.

With this agreement Gephardt Government Affairs is engaging Greenberg Traurig, LLP ("Greenberg") to provide, as a subcontractor to Gephardt Government Affairs, certain of the services that are to be provided by Gephardt Government Affairs to Turkey in accordance with the provisions of the Services Agreement. The services to be provided by Greenberg consist of the services identified and described in Appendix 2 and such other services as Gephardt Government Affairs and you may agree from time to time.

The term of Greenberg's engagement as a subcontractor is August 1, 2014 until December 31, 2014. The engagement may be terminated by Gephardt Government Affairs or by you at any time by notice delivered to the other 14 days in advance of the effective date of termination.

As compensation for the services rendered by Greenberg each month in the period of your engagement, Gephardt Government Affairs will pay you a monthly fee in the amount of \$ 26,194.00. The amount of the monthly fee payable to you in or for the month in which the termination of the engagement occurs will be prorated on the basis of the number of days in that month prior to the effective date of termination.

Gephardt Government Affairs and Turkey, in accordance with the provisions of the Services Agreement, have agreed the amounts due as fees for services performed by Gephardt Government Affairs and by you as a subcontractor to Gephardt Government Affairs will be paid to Gephardt Government Affairs by Turkey in quarterly installments. The monthly fees due Greenberg as compensation for the services rendered in each month or portion thereof in each quarter in the period of your engagement will be paid to you by Gephardt Government Affairs not more than ten days after the receipt by Gephardt Government Affairs from Turkey of the

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quarterly installment of the amount due as fees for services rendered by Gephardt Government Affairs and by you in that quarter.

Unless and except as Gephardt Government Affairs and Greenberg otherwise agree, all costs and expenses incurred by you in the performance of the services to be provided by you in the period of your engagement will be borne and paid by you.

The relationship between Gephardt Government Affairs and you will be that of independent contractor and not that of partners, joint venturers, principal and agent or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein and in the Services Agreement, to act for or on behalf of the other.

Greenberg has represented to Gephardt Government Affairs that Greenberg's engagement by Gephardt Government Affairs, and the performance of the services to be rendered by Greenberg as a subcontractor, do not and will not constitute a default or breach of the provisions of any agreement or contract between Greenberg and any other person or a violation of any fiduciary or other obligation or duty of Greenberg to any other person.

Greenberg agrees to comply with and to be bound by all of the provisions of the Services Agreement that are applicable to Greenberg as a subcontractor to Gephardt Government Affairs.

All notices, consents, and other communications by, to and between Gephardt Government Affairs and Greenberg hereunder will be in writing and will be deemed to have been given or delivered and received when personally delivered, or when delivered, and receipt confirmed, by a nationally recognized overnight courier service, when mailed by certified mail, postage prepaid and return receipt requested, or when transmitted, and receipt confirmed, by facsimile or electronic mail to Gephardt Government Affairs at 1101 K Street, N.W., Suite 310, Washington, D.C. 20005, Facsimile Number (202) 403-2048 or Email Address: tomodonnell@gephardt.com, Attention: Thomas J. O'Donnell, Managing Partner and to Greenberg c/o Robert Mangas, Esquire, Greenberg Traurig, LLP, 2101 L Street, Suite 1000, Washington DC 20037, or Email Address: MangasR@gtlaw.com or to either at such other address, facsimile number or email address as may be specified by notice to the other.

Neither Gephardt Government Affairs nor Greenberg may assign the agreements contained herein or any interest therein without the consent of the other.

This letter contains all of the agreements between Gephardt Government Affairs and Greenberg with respect to Greenberg's engagement as a subcontractor to Gephardt Government Affairs.

The invalidity or unenforceability of any provision of any of the agreements contained herein will not affect the validity or enforceability of any other provision.

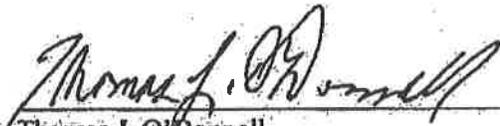
These agreements will be performed in the District of Columbia and will be construed and enforced in accordance with the laws thereof than its rules with respect to conflicts of law.

The foregoing agreements and the rights and obligations of each of Gephardt Government Affairs and Greenberg thereunder will survive the termination of Greenberg's engagement as a

subcontractor to the Gephardt Group and will be binding upon and inure to the benefit of each of Gephardt Government Affairs and Greenberg and its respective affiliates, successors and assigns.

Please acknowledge your approval and acceptance of the foregoing agreements by executing and returning to me one of the enclosed copies of this letter. This letter, when executed by you and returned to me, will constitute a binding agreement between Gephardt Government Affairs and Greenberg that will be enforceable in accordance with its terms and that cannot be modified or amended or terminated except by written instrument executed by Gephardt Government Affairs and Greenberg.

Very truly yours,



Thomas J. O'Donnell
Managing Partner
Gephardt Group Government Affairs, LLC

Robert Mangas hereby acknowledges his approval and acceptance of the foregoing agreements between Greenberg Traurig, LLP and Gephardt Group Government Affairs, LLC.

Date:

7/28/14

By:



Robert Mangas

SHAREHOLDER

Title

Appendix 1

SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and the Gephardt Group Government Affairs LLC, a Delaware Limited Liability Company ("Gephardt Group").

1. **Term:** This Agreement shall be for one year, commencing January 1, 2014 and expiring December 31, 2014. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. **Services:** The Gephardt Group agrees to provide lobbying and government relations services to Turkey, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:

- (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Turkey's interests and provides a positive image of Turks, Turkey and the United States-Turkey relationship,
- (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans,
- (c) Educating members of Congress and the Administration on issues of importance to Turkey,
- (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey,
- (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey,
- (f) Identifying official gatherings and social events to which Embassy personnel ought, in the Gephardt Group's opinion, attend, including to the extent possible, obtaining the necessary invitations,
- (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in fora that will improve Turkey's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkey, coordinated with Turkey's existing public relations service provider[s], and
- (h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Turkey.

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3. Personnel and Other Service Providers:

- (a) Except as noted below, the Gephardt Group shall compose its own team to achieve the best possible results in providing the services described above. It will provide Turkey at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.
- (b) The Gephardt Group will retain the services of Dickstein Shapiro LLP to serve as a subcontractor on this matter according to the following terms:
- i. Term of Subcontract: The subcontract shall commence on January 1, 2014 and expire December 31, 2014, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: Dickstein Shapiro LLP shall be paid a monthly fee of \$_____ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to the Gephardt Group (clause 4 below). The Gephardt Group is responsible for disbursing the fees to Dickstein Shapiro LLP on a regular basis.
 - iii. It is understood that Dickstein Shapiro LLP shall have the same obligations as the Gephardt Group in this Agreement and that the Gephardt Group and Dickstein Shapiro LLP have pledged to work together amicably.
- (c) The Gephardt Group will retain the services of Brian Forni to serve as a subcontractor on this matter according to the following terms:
- i. Term of Subcontract: The subcontract shall commence on January 1, 2014 and expire December 31, 2014, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: Brian Forni shall be paid a monthly fee of \$_____ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to the Gephardt Group (clause 4 below). The Gephardt Group is responsible for disbursing the fees to Brian Forni on a regular basis.
 - iii. It is understood that Brian Forni shall have the same obligations as the Gephardt Group in this Agreement and that the Gephardt Group and Brian Forni have pledged to work together amicably.
- (d) The Gephardt Group will retain the services of Lydia Borland to serve as a subcontractor on this matter according to the following terms:

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- i. **Term of Subcontract:** The subcontract shall commence on January 1, 2014 and expire December 31, 2014, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. **Fees for Subcontractor:** Lydia Borland shall be paid a monthly fee of \$ _____ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to the Gephardt Group (clause 4 below). The Gephardt Group is responsible for disbursing the fees to Lydia Borland on a regular basis.
 - iii. It is understood that Lydia Borland shall have the same obligations as the Gephardt Group in this Agreement and that the Gephardt Group and Lydia Borland have pledged to work together amicably.
- (e) The Gephardt Group may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at the Gephardt Group's discretion. The Gephardt Group shall be solely responsible for compensating any such additional subcontractors and consultants.
 - (f) Should for any reason Turkey request that the Gephardt Group discontinue the services of any subcontractor named in this Agreement, the Gephardt Group shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.
 - (g) The Gephardt Group agrees to share information and work amicably with Turkey's other service providers as identified by the Turkish Embassy.

4. **Fees:** Turkey agrees to pay the Gephardt Group a total of \$ _____ in US dollars for the services described in this Agreement to be performed by the Gephardt Group, the subcontractors listed above, and any additional subcontractors that it may retain. A monthly payment shall be due at the beginning of each month or on any other schedule agreed to by the parties.

5. **Additional Costs and Expenses:** Should the Gephardt Group incur extraordinary costs and expenses on Turkey's behalf that are not otherwise contemplated in the fees described above, Turkey shall reimburse these costs provided that Turkey gives explicit advance approval.

6. **Termination:**

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this

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event, Turkey shall pay Gephardt Group its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.

- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to the Gephardt Group by Turkey that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by the Gephardt Group to Turkey.

7. Monthly Reporting and Quarterly Performance Assessment: The Gephardt Group shall provide monthly a written report to Turkey succinctly describing its work on Turkey's behalf. Such reports need not include calculations of the time spent by the individual members of the Gephardt Group team. Further, every three months, or as often as Turkey may desire, the Gephardt Group shall present to Turkey a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Turkey is not satisfied with the Gephardt Group's performance, Turkey may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: The Gephardt Group will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkey during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals Turkey may request from the Gephardt Group the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: The Gephardt Group and any subcontractors it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

11. Conflicts: Turkey acknowledges Gephardt Group's breadth of practice, which give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Turkey's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, the Gephardt Group shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, the Gephardt Group shall comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct. It shall also immediately assess whether it represents any clients whose interests are contrary to Turkey. If so, then it shall inform Turkey and then Turkey and the Gephardt Group shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Turkey acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, the Gephardt Group shall consult with the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

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12. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.

13. Power to Bind: Absent the express written consent of Turkey, neither the Gephardt Group nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY**

By: H.E. Namik Tan
Turkish Ambassador to the United States

Date

FOR GEPHARDT GROUP GOVERNMENT AFFAIRS LLC

By: Thomas O'Donnell
Managing Partner

Date

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Appendix 2 – Services to be Provided by Greenberg Traurig LLP

As a Subcontractor to
Gephardt Group Government Affairs ("GGA") in its
Representation of the Government of Turkey
July 28, 2014

For the duration of the contract period, the subcontractor agrees to perform the following services at the direction of and in coordination with the Embassy of Turkey ("Embassy") and GGA (Team Leader):

1. Participate in weekly strategic planning sessions with GGA, other subcontractors and the Embassy to develop and fine tune an advocacy plan for the Executive and Legislative Branches in support of the Government of Turkey.
2. Carry out assignments, as directed, to educate and reeducate elected and appointed policymakers and opinion leaders about the Republic of Turkey, its strong friendship and continued support of United States diplomatic, foreign policy and military efforts, and the important strategic bilateral relationship between the United States and Turkey.
3. Solicit additional membership participation in the Congressional Caucus on Turkey.
4. Gather information about legislative activities and oversight hearings in the House and Senate and report back regularly to the Embassy through Team Leader.
5. Identify legislators and opportunities for positive congressional activities in support of Turkey's strategic relationship.
6. Develop and utilize contacts at the State and Defense Departments, and the National Security Council to convey the seriousness of the genocide issue and the potential threat it poses to the U.S./Turkey relationship.
7. Propose and participate in events at the Embassy and other venues, as directed, in support of the advocacy plan.
8. Work with the Embassy's public relations team to identify opportunities for participation by the Ambassador and Embassy staff in conferences, speaking engagements, policy discussions, and other events to project Turkey's image and interests in Washington, DC.