

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

JOHN R. BOLTON,

Defendant.

Civil Action No. 20-1580-RCL

**DEFENDANT'S COMBINED MEMORANDUM IN SUPPORT OF HIS
MOTION TO DISMISS AND IN OPPOSITION TO THE UNITED STATES'
EMERGENCY APPLICATION FOR TEMPORARY RESTRAINING ORDER AND
MOTION FOR PRELIMINARY INJUNCTION**

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INTRODUCTION

If the First Amendment stands for anything, it is that the Government does not have the power to clasp its hand over the mouth of a citizen attempting to speak on a matter of great public import. “Prior restraint upon speech suppresses the precise freedom which the First Amendment sought to protect against abridgment,” *Carroll v. President & Comm’rs of Princess Anne*, 393 U.S. 175, 181 (1968), and political speech “is the essence of First Amendment expression,” *McIntyre v. Ohio Elections Comm’n*, 514 U.S. 334, 347 (1995). Prior restraints on political speech strike at the heart of the American constitutional tradition, and for that reason, the Supreme Court has refused to countenance them even where the Government has asserted that “the information to be revealed threatens ‘grave and irreparable’ injury to the public interest.” *New York Times Co. v. United States*, 403 U.S. 713, 732 (1971) (White, J., concurring).

Heedless of this tradition, the Government, at the behest of the White House, asks this Court to issue a prior restraint order suppressing the speech of his former National Security Advisor, Ambassador John R. Bolton, for the transparent purpose of preventing Ambassador Bolton from revealing embarrassing facts about the President’s conduct in office. It is difficult to conceive of speech that is closer to the core of the First Amendment than speech concerning presidential actions in office, including actions at the heart of the President’s impeachment, and it is difficult to conceive of a greater attack on the First Amendment than the suppression of that speech in the service of a reelection campaign. But that, we respectfully submit, is precisely what is happening in this case.

Ambassador Bolton has written a memoir, *The Room Where It Happened*, describing his interactions with President Trump during the eighteen-month period in which he served as National Security Advisor to the President. Ambassador Bolton, who has decades of experience

properly dealing with classified information, diligently and conscientiously attempted to avoid including anything in the book that would reveal classified information.¹ Out of an abundance of caution, he submitted the manuscript to the National Security Council (NSC) for prepublication security review. The career professionals regularly charged with conducting such reviews, Ellen Knight, the NSC's Senior Director for Records, Access, and Information Security Management, and a member of her staff, personally undertook a painstaking, iterative prepublication examination that lasted almost four months, going through the nearly 500-page manuscript in four waves, page by page and often line by line, and directing Ambassador Bolton to make a host of revisions.² At the end of that review, on April 27, Ms. Knight informed Ambassador Bolton "that's the last edit I really have to provide for you,"³ confirming her agreement that there was no classified information in the revised manuscript, and that he should receive the pro-forma customary letter confirming that he was authorized to publish it. Indeed, the Government concedes in its complaint that at the conclusion of her exhaustive prepublication review, Ms. Knight "was of the judgment that the manuscript draft did not contain classified information." Compl., Doc. 1 ¶ 46. At that moment, Ambassador Bolton fulfilled any obligation he had under the express terms of his non-disclosure agreement with the Government.

Nevertheless, the President, and those acting at his direction, have sought to delay publication of the book until after the election by withholding the customary pro-forma letter confirming that the book was cleared for publication. When it became obvious that the prepublication review process had been abused in an effort to suppress Ambassador Bolton's

¹ Bolton Decl., Ex. A ¶ 3. All exhibits refer to those attached to this brief unless otherwise specified.

² *Id.* ¶ 6.

³ *Id.* ¶ 16.

speech, Ambassador Bolton and his publisher, Simon & Schuster, set the book for release (after two postponements of the release date to accommodate the prepublication review) on June 23, 2020. While the Government seeks to dispute Ms. Knight's considered judgment, its claim is, quite simply, a regrettable pretext designed to cover up what is in fact a determined political effort to suppress Ambassador Bolton's speech.

But the Court need not, and indeed cannot, reach the First Amendment issues raised by the Government's request for a prior restraint. For the Government is asking the Court to order Ambassador Bolton to do something he is powerless to do. The practical reality is that neither Ambassador Bolton nor his publisher, Simon & Schuster, has any ability to stop copies from being sold to the general public on June 23. Indeed, the surreal nature of the Government's request to enjoin publication and distribution of the book was driven home earlier today when a CBS News reporter, holding a copy of the book in her hand, questioned the President's press secretary about passages in the book on the White House lawn.⁴ The Government's motion for a temporary restraining order and preliminary injunction should be denied, and all claims against Ambassador Bolton should be dismissed.

STATEMENT

Ambassador Bolton has had a long and distinguished career serving his country as a senior official in multiple presidential administrations. Prior to his time as National Security Advisor for President Trump, Ambassador Bolton served in numerous capacities under Presidents Ronald Reagan, George H.W. Bush, and George W. Bush.⁵ For example, he served as Assistant Attorney General for the Civil Division under President Reagan, Assistant Secretary for International

⁴ Paula Reid (@PaulaReidCBS), TWITTER (Jun. 18, 2020, 8:29 AM), <https://bit.ly/37NU9q3>.

⁵ Bolton Decl., Ex. A ¶ 1.

Organization Affairs at the Department of State under President George H. W. Bush, and as Ambassador to the United Nations under President George W. Bush.⁶

When he became National Security Advisor, Ambassador Bolton was required to sign two form nondisclosure agreements: the Classified Information Nondisclosure Agreement (the “Classified Information NDA”)⁷ and the Sensitive Compartmented Information Nondisclosure Agreement (the “SCI NDA”).⁸ As indicated by the “Unclassified” marking at the top of each agreement, the contents of these agreements are not classified.⁹

The Classified Information NDA does not impose an obligation on the signatory to submit to a prepublication review process in all cases. If the signatory knows that information is classified, the signatory may disclose the information only if he or she has either “officially verified that the recipient has been properly authorized by the United States Government to receive it” or “been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting [the signatory] a security clearance that such disclosure is permitted.”¹⁰ By contrast, “if [the signatory is] uncertain about the classification status of information, [the signatory is]

⁶ *Id.*

⁷ Classified Information NDA, Ex. D.

⁸ SCI NDA, Ex. C.

⁹ Because the agreements are not classified, only the signatories’ social security numbers have been redacted.

¹⁰ Classified Information NDA, Ex. D ¶ 3. The agreement, in Paragraph 1, defines “classified information” as follows: “marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security.” *Id.* ¶ 1.

required to confirm from an authorized official that the information is unclassified before [the signatory] may disclose it”¹¹

Paragraphs 4 through 6 of the Classified Information NDA lay out the potential consequences for violation of the agreement. Paragraph 4 warns that failure to comply with the procedures established in Paragraph 3 “may result,” *inter alia*, in “termination of any security clearances [the signatory] hold[s].”¹² It also warns that “any unauthorized disclosure of classified information by [the signatory] may constitute a violation, or violations, of United States criminal laws.”¹³ In addition, Paragraph 6 warns that “the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.”¹⁴ Finally, Paragraph 5 “assign[s] to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.”¹⁵ This provision purports to authorize the Government “to impose a constructive trust on” any profits the signatory might derive from the publication of any information in violation of the Classified Information NDA. *Snepp v. United States*, 444 U.S. 507, 516 (1980).

In contrast with the Classified Information NDA, the SCI NDA establishes a mandatory prepublication review process for those granted access to SCI, which the agreement defines as

¹¹ *Id.* ¶ 3.

¹² *Id.* ¶ 4.

¹³ *Id.*

¹⁴ *Id.* ¶ 6.

¹⁵ *Id.* ¶ 5.

information that “involves or derives from intelligence sources or methods and is classified or is in the process of classification.”¹⁶ Paragraph 4 of the SCI NDA required Ambassador Bolton to

submit for security review . . . any writing or other preparation in any form . . . that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that [he] ha[s] reason to believe are derived from SCI, that [he] contemplate[s] disclosing to any person not authorized to have access to SCI or that [he] ha[s] prepared for public disclosure.¹⁷

Paragraph 5 of the SCI NDA states that “the purpose of the [prepublication] review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI.”¹⁸ Paragraph 5 also imposes a time limit of “30 working days from date of receipt” of the material to “act upon it . . . and make a response.”¹⁹ The SCI NDA forbids Ambassador Bolton from disclosing any writing subject to prepublication review “until [he] ha[s] received written authorization from the Department or Agency that last authorized [his] access to SCI that such disclosure is permitted.”²⁰ Paragraphs 6, 7, and 12 of the SCI NDA provide for materially similar potential consequences for violation of the agreement as for violation of the Classified Information NDA.²¹

The criteria used by the Executive Branch to determine whether information is classified is found in Executive Order No. 13526, 75 Fed. Reg. 707, 708 (Dec. 29, 2009). *See Shaffer v. Def. Intelligence Agency*, 102 F. Supp. 3d 1, 8 (D.D.C. 2015). Section 1.2(a) of Executive Order 13526

¹⁶ SCI NDA, Ex. C ¶ 1.

¹⁷ *Id.* ¶ 4.

¹⁸ *Id.* ¶ 5.

¹⁹ *Id.*

²⁰ *Id.* ¶ 4.

²¹ *See id.* ¶¶ 6–7, 12.

describes the type of harm that must reasonably be expected to result from the disclosure of information for such information to be classified:

Information may be classified at one of the following three levels:

- (1) “Top Secret” shall be applied to information, the unauthorized disclosure of which reasonably could be expected to cause exceptionally grave damage to the national security that the original classification authority is able to identify or describe.
- (2) “Secret” shall be applied to information, the unauthorized disclosure of which reasonably could be expected to cause serious damage to the national security that the original classification authority is able to identify or describe.
- (3) “Confidential” shall be applied to information, the unauthorized disclosure of which reasonably could be expected to cause damage to the national security that the original classification authority is able to identify or describe.

75 Fed. Reg. 707–08. Section 1.4 of Executive Order 13526 describes the type of information that is subject to potential classification:

Information shall not be considered for classification unless its unauthorized disclosure could reasonably be expected to cause identifiable or describable damage to the national security in accordance with section 1.2 of this order, and it pertains to one or more of the following:

- (a) military plans, weapons systems, or operations;
- (b) foreign government information;
- (c) intelligence activities (including covert action), intelligence sources or methods, or cryptology;
- (d) foreign relations or foreign activities of the United States, including confidential sources;
- (e) scientific, technological, or economic matters relating to the national security;
- (f) United States Government programs for safeguarding nuclear materials or facilities;

- (g) vulnerabilities or capabilities of systems, installations, infrastructures, projects, plans, or protection services relating to the national security; or
- (h) the development, production, or use of weapons of mass destruction.

Id. at 709.

Section 1.7(a) of Executive Order 13526 warns that “[i]n no case shall information be classified, continue to be maintained as classified, or fail to be declassified in order to,” *inter alia*, “conceal violations of law,” “prevent embarrassment to a person, organization, or agency,” or “prevent or delay the release of information that does not require protection in the interest of the national security.” *Id.* at 710.

Given his extensive government career in matters relating to national security and foreign policy, Ambassador Bolton was and is an expert on what constitutes classified information and the proper handling of such information.²² He therefore took care to ensure that the manuscript of his book did not contain or reveal classified information.²³ Nonetheless, so that there could be no question of his compliance with his obligations, Ambassador Bolton directed his counsel, Charles J. Cooper, to submit the manuscript to the NSC for prepublication review.²⁴ Mr. Cooper emailed Defendant Ellen J. Knight on December 30, 2019, asking to “discuss with [her] the process for securely submitting for prepublication review a hard copy of the manuscript of a book that Mr. Bolton [was] preparing for publication.”²⁵ As noted above, Ms. Knight is the Senior Director who supervises the office responsible for overseeing the prepublication review process at the NSC. The

²² Bolton Decl., Ex. A ¶ 2.

²³ *Id.* ¶ 3.

²⁴ *Id.* ¶ 4.

²⁵ See Email from Charles J. Cooper to Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council (Dec. 30, 2019, 11:34 AM), Ex. E; see also Doc. 1 ¶ 31.

Government concedes that Ms. Knight is the senior career official responsible for reviewing proposed written works to ensure that they do not include classified information.²⁶ Mr. Cooper and Ms. Knight spoke by phone later that same day. During the call, Mr. Cooper noted that Ambassador Bolton's manuscript contained information relating to the Ukraine controversy giving rise to the then-pending impeachment proceedings, and that Ambassador Bolton was relying on regulations restricting the scope of prepublication review to identifying and preventing the disclosure of classified information and limiting the review process to those career government officials regularly charged with that responsibility. Ms. Knight assured Mr. Cooper that "the sole purpose of prepublication security review is to ensure that SCI or other classified information is not publicly disclosed."²⁷

Immediately following the phone call, on December 30, 2019, specifically relying on this understanding of the limited purpose of the prepublication review process, Ambassador Bolton (via Mr. Cooper) hand-delivered a hard copy of his manuscript to Ms. Knight's office.²⁸ Mr. Cooper included a cover letter reiterating that Ambassador Bolton "carefully sought to avoid any discussion in the manuscript of sensitive compartmented information ('SCI') or other classified information, and [he] accordingly do[es] not believe that prepublication review is required."²⁹ Ambassador Bolton "nonetheless submitt[ed] [h]is manuscript out of an abundance of caution."³⁰ Mr. Cooper emphasized that Ambassador Bolton was relying upon his understanding that the

²⁶ See Doc. 1 ¶¶ 25–27, 30.

²⁷ See Letter from Charles J. Cooper to Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council (Dec. 30, 2019), Ex. F at 1.

²⁸ *Id.* at 1; Doc. 1 ¶ 31.

²⁹ Ex. F at 1; Doc. 1 ¶ 31.

³⁰ Ex. F at 1; Doc. 1 ¶ 31.

contents of the manuscript would not be shared with anyone other than the career officials regularly involved in conducting such reviews. Ex. F at 1. While the Government now alleges that this understanding was “erroneous,” Doc. 1 ¶ 31, at no point did Ms. Knight or anyone else at the White House correct his understanding. Ms. Knight confirmed receipt of the manuscript at 2:50 p.m. on December 30, 2019, and stated “we will begin the review process. I will be in-touch.”³¹

On January 23, at 3:33 p.m., as the impeachment trial of the President was underway in the United States Senate, Ms. Knight emailed Mr. Cooper and attached a letter stating:

Based on our preliminary review, the manuscript appears to contain significant amounts of classified information. It also appears that some of this classified information is at the TOP SECRET level, which is defined by Executive Order 13526 as information that “reasonably could be expected to cause exceptionally grave harm to the national security” of the United States if disclosed without authorization. Under federal law and the nondisclosure agreements your client signed as a condition for gaining access to classified information, the manuscript may not be published or otherwise disclosed without the deletion of this classified information.³²

Ms. Knight’s letter closed by promising to provide “additional, more detailed guidance regarding next steps that should enable you to revise the manuscript and move forward as expeditiously as possible.”³³

On January 26, the *New York Times* published an article purporting to describe passages from Ambassador Bolton’s manuscript that bore on the ongoing impeachment trial. The *Times* stated that “President Trump told his national security adviser in August that he wanted to continue freezing \$391 million in security assistance to Ukraine until officials there helped with

³¹ Email from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper, (Dec. 30, 2019, 2:50 PM), Ex. G.

³² Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Jan. 23, 2020), Ex. H; *see* Doc. 1 ¶ 33.

³³ Ex. H; Doc. 1 ¶ 33.

investigations into Democrats including the Bidens, according to an unpublished manuscript by the former adviser, John R. Bolton.”³⁴ Mr. Cooper issued a statement quoted in the *Times* article: “It is clear, regrettably, from the *New York Times* article published today that the pre-publication review process has been corrupted and that information has been disclosed by persons other than those properly involved in reviewing the manuscript.”³⁵

On January 29, Senator Martin Heinrich of New Mexico asked the following question of the President’s lawyers during the impeachment trial:

When did the President’s Counsel first learn that the Bolton manuscript had been submitted to the White House for review, and has the President’s counsel or anyone else in the White House attempted in any way to prohibit, block, disapprove, or discourage John Bolton, or his publisher, from publishing his book?

166 CONG. REC. S645, S660 (daily ed. Jan. 29, 2020) (statement of Sen. Heinrich). In response, Patrick F. Philbin, Deputy Counsel to the President and one of the President’s defense lawyers during the impeachment trial, read into the Senate record Ms. Knight’s January 23 letter to Mr. Cooper. *Id.* at S660–61 (statement of Mr. Counsel Philbin). Mr. Philbin also stated that, sometime after Ambassador Bolton’s manuscript was submitted to the NSC, “[t]he White House Counsel’s Office was notified that it was there. The NSC has released a statement explaining that it has not been reviewed by anyone outside NSC staff.” *Id.* at S660.

Later that day, the President asserted on Twitter that after he fired Ambassador Bolton, he had “go[ne] out and IMMEDIATELY writ[ten] a nasty & untrue book. All Classified National

³⁴ Maggie Haberman and Michael S. Schmidt, *Trump Tied Ukraine Aid to Inquiries He Sought, Bolton Book Says*, N.Y. TIMES (Jan. 26, 2020), <https://nyti.ms/2S71JVD>.

³⁵ *Id.* The Government’s baseless insinuation that Ambassador Bolton was the source of the disclosure to the press is completely and categorically false. Bolton Decl., Ex. A ¶ 8.

Security.”³⁶ Of course, the President could not have offered this assessment of the content of the Ambassador’s book unless he had read the manuscript or been briefed on its contents, and the President’s tweet expressly linked his assertion that “All” the material in the manuscript is “Classified National Security” with his personal hostility toward Ambassador Bolton and the content of the Ambassador’s book.

On February 3, *Vanity Fair* reported that “the president is out for revenge against his adversaries.”³⁷ The article stated that the President “has an enemies list,” “Bolton is at the top of the list,” and the “campaign against Bolton” included Ms. Knight’s January 23 letter asserting that the manuscript contained classified information.³⁸ It also reported that the President “wants Bolton to be criminally investigated.”³⁹

On February 7, Ms. Knight sent Mr. Cooper a letter asserting that the manuscript “contains classified discussions between the President and foreign heads of state, classified foreign government information, details about classified military plans and operations, and classified details about intelligence sharing and activities.”⁴⁰ Ms. Knight offered to meet with Ambassador Bolton “to review each instance of classified information in detail and, as necessary, assist in the prioritization of any particular portions.”⁴¹ She asserted that her February 7 letter, along with her

³⁶ Donald J. Trump (@realDonaldTrump), TWITTER (Jan. 29, 2020, 7:28 AM), <https://bit.ly/30QPvWW>.

³⁷ See Gabriel Sherman, “It’s Payback Time”: With Acquittal Certain, Trump Plots Revenge on Bolton, Impeachment Enemies, VANITY FAIR (Feb. 3, 2020), <https://bit.ly/2C2irkp>.

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Feb. 7, 2020), Ex. I at 1; see Doc. 1 ¶ 40.

⁴¹ Ex. I at 1; see Doc. 1 ¶ 40.

January 23 letter, “constitute NSC’s initial response for the purposes of the nondisclosure agreements signed by [Ambassador Bolton].”⁴²

On February 21, the *Washington Post* reported that

President Trump has directly weighed in on the White House [prepublication] review of a forthcoming book by his former national security adviser, telling his staff that he views John Bolton as ‘a traitor,’ that everything he uttered to the departed aide about national security is classified and that he will seek to block the book’s publication.⁴³

The story also reported that the President vowed to a group of television news anchors that “we’re going to try and block the publication of [his] book. After I leave office, he can do this.”⁴⁴

Ambassador Bolton’s first meeting with Ms. Knight also took place on February 21.⁴⁵ In the meeting, which lasted four hours, Ms. Knight, as she described it, “reviewed the preliminary results of three chapters in the draft manuscript in detail with” Ambassador Bolton.⁴⁶ Ambassador Bolton took five pages of handwritten notes, as he and Ms. Knight discussed her specific concerns page by page, line by line, and sometimes word by word.⁴⁷ Three days later, on February 24, Ms. Knight wrote that the meeting had been “most productive,” and she suggested that “it would be most helpful to the process if we hold one or more following meetings . . . to discuss the remaining portions of the draft manuscript.”⁴⁸

⁴² Ex. I at 2.

⁴³ See Josh Dawsey, Tom Hamburger, and Carol D. Leonnig, *Trump wants to block Bolton’s book, claiming most conversations are classified*, THE WASHINGTON POST (Feb. 21, 2020), <https://wapo.st/2AuWEBs>.

⁴⁴ *Id.*

⁴⁵ See Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Feb. 24, 2020), Ex. J; Doc. 1 ¶ 41.

⁴⁶ Ex. J; see Doc. 1 ¶ 41.

⁴⁷ Bolton Decl., Ex. A ¶ 10.

⁴⁸ See Ex. J at 1; Doc. 1 ¶ 41.

Ambassador Bolton met with Ms. Knight three more times, on March 2 (approximately four hours), March 3 (over four hours), and March 4 (approximately three hours).⁴⁹ In these meetings, Ambassador Bolton and Ms. Knight reviewed in meticulous detail each of her concerns in the remaining 11 chapters and produced 34 pages of handwritten notes.⁵⁰ Following his notes and the guidance provided by Ms. Knight, Ambassador Bolton revised his manuscript, and by March 9 had resubmitted all 14 chapters to begin the second round of the iterative review process.⁵¹

Ambassador Bolton did not hear from Ms. Knight again until March 27, when she wrote:

I appreciate your efforts to address the classification concerns in the latest draft version you submitted. Many of the changes are satisfactory. However, additional edits are required to ensure the protection of national security information. To assist in making the additional required changes, I will provide a list of required edits and language substitutions to guide you in this next stage of revising the draft.⁵²

Her list amounted to 17 typed, single-spaced pages of comments, questions, suggestions of specific alternative language, and citations to publicly available source material.⁵³ Working through the weekend, Ambassador Bolton responded to all 17 pages on Monday, March 30, accepting the vast majority of Ms. Knight's suggestions and proposing alternative solutions to others.⁵⁴

In a telephone conversation on April 13, Ms. Knight provided Ambassador Bolton her much shorter list of remaining concerns after reviewing his March 30 revisions.⁵⁵ Their conversation resulted in entirely agreed-upon language changes, which Ambassador Bolton

⁴⁹ See Bolton Decl., Ex. A ¶ 12; Doc. 1 ¶ 42.

⁵⁰ Bolton Decl., Ex. A ¶ 12.

⁵¹ *Id.*

⁵² See Email from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to John Bolton, Former National Security Advisor, National Security Council (Mar. 27, 2020, 3:52 PM), Ex. K; Doc. 1 ¶ 44.

⁵³ Ex. P; Doc. 1 ¶ 44.

⁵⁴ Bolton Decl., Ex. A ¶¶ 13–14; Doc. 1 ¶¶ 44–45.

⁵⁵ Bolton Decl., Ex. A ¶ 15; Doc. 1 ¶ 45.

delivered to Ms. Knight the next day, April 14.⁵⁶ During the April 13 call, Ms. Knight also said she would review the entire manuscript one more time, to recheck the issues previously resolved and ensure that she had not overlooked any.⁵⁷

That final review resulted in two further telephone calls, on April 21 and 24, in which Ms. Knight conveyed her final round of edits and some additional citations to publicly available sources.⁵⁸ Ambassador Bolton promptly responded with the requested revisions, and on April 27, Ms. Knight, after clarifying one previously discussed edit, confirmed “that’s the last edit I really have to provide for [Ambassador Bolton].”⁵⁹ All told, over the course of four months, Ambassador Bolton and Ms. Knight made four passes through the manuscript, and at the end of this painstaking process, Ms. Knight confirmed that the manuscript contained no classified information. Again, the Government concedes that the senior NSC official responsible for determining whether proposed publications contain classified information concluded that Ambassador Bolton’s book, as revised, contained none. Doc. 1 ¶ 46

When Ambassador Bolton asked on April 27 when he could expect to receive the pro-forma closing letter confirming her agreement that the book contained no classified information, Ms. Knight cryptically replied that her “interaction” with unnamed others in the White House about the book had “been very delicate,” and that there were “some internal process considerations to work through.”⁶⁰ She nonetheless thought the letter might be ready that afternoon but would

⁵⁶ Bolton Decl., Ex. A ¶ 15; Doc. 1 ¶ 45.

⁵⁷ Bolton Decl., Ex. A ¶ 15.

⁵⁸ *Id.* ¶ 16; *see* Doc. 1 ¶ 45.

⁵⁹ Bolton Decl., Ex. A ¶ 16; Doc. 1 ¶ 46.

⁶⁰ Bolton Decl., Ex. A ¶ 17.

“know more by the end of the day.”⁶¹ Ambassador Bolton and Ms. Knight also discussed whether the letter should be transmitted by electronic transmission or whether Ambassador Bolton should pick up a hard copy from Ms. Knight’s office.⁶²

Ambassador Bolton’s subsequent inquiries of Ms. Knight as to when he would receive the letter clearing the book for publication were answered with formal replies that the process was ongoing and that she had nothing new to report.⁶³ It soon became obvious that the White House had no intention of permitting Ms. Knight to issue the clearance letter, but instead was attempting to run out the clock before the election by simply refusing to respond to Ambassador Bolton’s requests. In light of Ms. Knight’s approval of the manuscript on April 27, Ambassador Bolton notified his publisher, Simon & Schuster, which thereafter scheduled the book for release on June 23, 2020.⁶⁴

Six weeks of silence from the NSC had passed when, on June 8, following press reports that Ambassador Bolton intended to publish his book on June 23, John Eisenberg, Deputy White House Counsel and the NSC’s counsel, wrote to Ambassador Bolton’s counsel claiming that manuscript still contained classified information.⁶⁵ Mr. Eisenberg said he would “provide [Ambassador Bolton’s counsel], no later than June 19, 2020, a copy of your client’s draft manuscript with redactions for the information that has been identified as classified.”⁶⁶

⁶¹ *Id.*

⁶² *Id.*

⁶³ *Id.* ¶ 18.

⁶⁴ *Id.* ¶ 19.

⁶⁵ See Letter from John Eisenberg, Legal Advisor, National Security Council, to Charles J. Cooper (Jun. 8, 2020), Ex. L; Doc. 1 ¶ 54.

⁶⁶ Ex. L.

On June 10, Ambassador Bolton’s counsel wrote to Mr. Eisenberg, explaining that the White House was clearly attempting to suppress Ambassador Bolton’s book, that Ambassador Bolton had fulfilled all of his contractual and any other obligations to the Federal Government, and that the exhaustive prepublication review conducted by Ambassador Bolton and Ms. Knight confirmed that, the book, as revised, contained no classified information.⁶⁷ In any event, counsel explained, Simon & Schuster had already printed, bound, and shipped the book to booksellers across the country, and Ambassador Bolton has no authority to stop the book from being made available to the public on June 23.⁶⁸ In fact, thousands of copies of the book have also been printed in Australia and the United Kingdom, and thousands of books have been shipped to Canada and India for sales in those countries beginning on June 23.⁶⁹ A significant number of advance “review” copies of the book have also been provided to a select group of major newspapers and other mass audience outlets.⁷⁰ Indeed, both the *New York Times* and the *Washington Post* have obtained copies of the book and have published stories recounting incidents that Ambassador Bolton described in the book.⁷¹ There is nothing that Ambassador Bolton can do to stop the book from becoming public on June 23; indeed, it is already public.

On June 15, in response to a question about why his administration was planning to file this lawsuit, the President openly admitted that his classification decisions are not based on specific

⁶⁷ See Letter from Charles J. Cooper to John Eisenberg, Legal Advisor, National Security Council (Jun. 10, 2020), Ex. M.

⁶⁸ *Id.*; Doc. 1 ¶ 55.

⁶⁹ Bolton Decl., Ex. A ¶ 21.

⁷⁰ *Id.*

⁷¹ Peter Baker, *Bolton Says Trump Impeachment Inquiry Missed Other Troubling Actions*, N.Y. TIMES (June 17, 2020), <https://nyti.ms/2UWziLU>; Josh Dawsey, *Trump asked China’s Xi to help him win reelection, according to Bolton book*, WASH. POST. (June 17, 2020), <https://wapo.st/2BeET9E>.

national-security concerns but instead encompass *anything* he says while in office: “I told that to the attorney general before; *I will consider every conversation with me as president highly classified*. So that would mean that if he wrote a book, and if the book gets out, he’s broken the law.” See Press Conference, President Donald J. Trump at 0:54–1:05, (Jun. 15, 2020) (emphasis added), <https://politi.co/2Y2Vo1i>. The President reiterated: “Any conversation with me is classified.” *Id.* at 4:18–21. The President added that “a lot of people are very angry with [Bolton] for writing a book” and that he “hope[d]” that Ambassador Bolton “would have criminal problems” for publishing the book. *Id.* at 1:05–08, 1:30–36.

On June 16, the Government delivered to Ambassador Bolton a copy of the book with wholesale redactions indicating the passages that it purportedly believes contain classified information.⁷² The Government’s redactions are extensive and sweeping, apparently eliminating passages describing or recounting a significant majority of the President’s conversations with his advisors and with foreign leaders.⁷³ The Government also deleted numerous passages portraying President Trump in an unflattering light.⁷⁴ Along with the redacted copy, the Government sent a cover letter from Deputy Assistant to the President Michael J. Ellis, who asserted that the redactions were “based on [his] initial review.”⁷⁵ The Government filed this lawsuit hours later, and it moved for a temporary restraining order or preliminary injunction on June 17.

⁷² Bolton Decl., Ex. A ¶ 23.

⁷³ *Id.*

⁷⁴ *Id.*

⁷⁵ Letter from Michael J. Ellis, Deputy Assistant to the President, to John R. Bolton (Jun. 16, 2020), Ex. N.

In the pages that follow, we first explain why the Government’s complaint must be dismissed in toto for failure to state a claim. We then turn to our opposition to the Government’s motion for preliminary-injunctive relief.

ARGUMENT

MOTION TO DISMISS UNDER RULE 12(b)(6)

“To survive a [Rule 12(b)(6)] motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (internal quotation omitted). The complaint meets this standard “when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* “A complaint must provide ‘more than labels and conclusions’; although it ‘does not need detailed factual allegations,’ the factual allegations ‘must be enough to raise a right to relief above the speculative level.’ ” *Washington All. of Tech. Workers v. United States Dep’t of Homeland Sec.*, 892 F.3d 332, 343 (D.C. Cir. 2018) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007)).

The Government’s complaint fails to state a claim for relief and should be dismissed. As noted above, Ambassador Bolton signed two separate NDAs: the SCI NDA and the Classified Information NDA. The SCI NDA expressly states that it only governs SCI: “This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.”⁷⁶ While the Government points out that Ambassador Bolton had *access* to SCI during his time as National Security Advisor, *see* Doc. 1 ¶¶ 7, 21, nowhere in its complaint does the Government assert that Ambassador Bolton’s manuscript *contains* SCI. To the contrary,

⁷⁶ Compl., Ex. A (SCI NDA), Doc. 1-1 ¶ 10; *see also id.* ¶ 4.

the complaint alleges that the manuscript still contains information “classified at the Confidential, Secret and Top Secret levels.” *See id.* ¶ 58.⁷⁷ Thus, the SCI NDA does not apply, and the complaint must be dismissed insofar as its claims purport to be based on violation of the SCI NDA. (We acknowledge that the Government’s brief now asserts—for the first time in all the oral communications, correspondence, and papers exchanged by the parties—that his book contains SCI. That assertion—which this Court must ignore for purposes of adjudicating Defendant’s Rule 12(b)(6) motion—does not change the analysis, for reasons discussed on pages 34–37, *infra*).

Unlike the SCI NDA, the Classified Information NDA (also known as Standard Form (“SF”) 312) imposes an obligation on the signatory to submit to a prepublication review process only if he either knows that the information is classified or is “uncertain about the classification status” of the information.⁷⁸ Paragraph 4 of the agreement provides:

I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it⁷⁹

⁷⁷ Again, the SCI NDA makes clear that SCI is a special category of “information or material protected within Special Access Programs,” specifically defining it as information that “involves or derives from Intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 13526 or other Executive order or statute.” *Id.* ¶ 1. As the Government admits in its complaint, “Sensitive Compartmented Information is a *subset* of Classified National Intelligence concerning or derived from intelligence sources, methods or analytical processes that is required to be protected within formal access control systems established by the Director of National Intelligence.” Doc. 1 ¶ 7 n.1 (emphasis added).

⁷⁸ “SF 312 itself does not mandate prepublication review” Kevin Casey, *Till Death Do Us Part: Prepublication Review in the Intelligence Community*, 115 COLUM. L. REV. 417, 431 (2015).

⁷⁹ Compl, Ex. A (Classified Information NDA), Doc. 1-1 ¶ 3.

The Government relies on this language as requiring authors to obtain *written* confirmation that the information to be disclosed is not classified. It clearly does not. To the contrary, it is clear from its plain language that the obligation to obtain “prior written notice of authorization” from the Government applies only to information that the employee is *certain* is classified. Indeed, if an employee was required to obtain such written authorization even for information about whose classification status the employee is *uncertain*, the Classified Information NDA’s instruction that “if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it” would be superfluous, violating one of the most basic principles of contract interpretation. *See T. Brown Constructors, Inc. v. Pena*, 132 F.3d 724, 730–31 (Fed. Cir. 1997) (“A contract should be interpreted, if possible, to give effect to all provisions. An interpretation which renders portions of the contract meaningless, useless, ineffective, or superfluous should be eschewed.” (citation omitted)); *see also* 11 WILLISTON ON CONTRACTS § 32:5 (4th ed.); RESTATEMENT (SECOND) OF CONTRACTS § 203(a) (1981).

Interpreting the “written notice of authorization” requirement according to its plain language—as applying only to information that the author knows to be classified—is also consistent with the principle that specific contract terms—those governing the precise situation at hand—prevail over more general contract terms, and the contract contains a specific term governing the situation where the author is “uncertain” if information is classified. *See Hometown Fin., Inc. v. United States*, 409 F.3d 1360, 1369 (Fed. Cir. 2005); 11 WILLISTON ON CONTRACTS § 32:5. It is also consistent with the principle that any ambiguity in a contract is to be construed against its drafter. *See Mastrobuono v. Shearson Lehman Hutton, Inc.*, 514 U.S. 52, 62 (1995); RESTATEMENT (SECOND) OF CONTRACTS § 206.

Finally, this interpretation of the Classified Information NDA is required by the principle that prior restraints must be interpreted narrowly to avoid doubts about their constitutionality. *See Lowe v. SEC*, 472 U.S. 181, 203–11 (1985); *United States v. Raymond*, 228 F.3d 804, 815 (7th Cir. 2000), *overruled in part on other grounds by Hill v. Tangherlini*, 724 F.3d 965 (7th Cir. 2013). This constitutional-avoidance principle is even stronger in the context of prior restraints, since normally a prior restraint would “bear[] a heavy presumption against its constitutional validity.” *New York Times Co. v. United States*, 403 U.S. 713, 714 (1971) (per curiam).⁸⁰

The NSC (setting aside constitutionality concerns) could have customized its own NDA form and required Ambassador Bolton to sign its NSC-specific NDA *in addition to* the two standard NDAs he signed and that are used across the Government. Such a hypothetical NSC-specific NDA could have required prepublication review for non-classified materials, and it could have required the author to obtain *written* authorization before the author could publish. That is what other agencies have done. For example, the FBI requires its employees to sign the standard SCI NDA and Classified Information NDA insofar as those employees have access to such information,⁸¹ but it *also* requires employees to sign its own NDA that broadly requires prepublication review for “any information or material from or related to FBI files or any other information acquired by virtue of [the employee’s] official employment.”⁸² And it specifically

⁸⁰ In its brief, the Government collapses the distinction between when a “written notice of authorization” is required and when the author need only “confirm from an authorized official that the information [was] unclassified,” *see* Doc. 3 at 14–15, but as this analysis shows, those requirements must be analyzed separately.

⁸¹ FEDERAL BUREAU OF INVESTIGATION RECORDS MANAGEMENT DIVISION, PREPUBLICATION REVIEW POLICY GUIDE § 6 (2015). FBI and CIA documents discussed herein may be found at KNIGHT FIRST AMENDMENT INSTITUTE, INTERACTIVE CHART: PREPUBLICATION REVIEW BY AGENCY AND SECRECY AGREEMENT (Aug. 27, 2019), <https://bit.ly/2NamBc6>.

⁸² FEDERAL BUREAU OF INVESTIGATION, FBI EMPLOYMENT AGREEMENT ¶ 3.

forbids disclosure of such information “without prior official *written authorization* by the FBI.”⁸³ There is a reason why the FBI imposes broad prepublication review and a specific written-authorization requirement: such requirements are *not* imposed by the standard SCI NDA or the Classified Information NDA that FBI employees—just like NSC employees—must sign. Similarly, the CIA requires its employees to sign a “Secrecy Agreement” that mandates prepublication review of any material that “contains any mention of intelligence data or activities” and specifies that the employee “will not take any steps towards public disclosure until [he or she] ha[s] received *written permission* to do so from the Central Intelligence Agency.”⁸⁴ In stark contrast, both of the standard NDAs that Ambassador Bolton signed apply to a much narrower class of information, and the Classified Information NDA does not require *written*, as opposed to oral, authorization “from an authorized official” prior to publication. This contrast further reinforces the interpretation of the NDAs described above.

It is undisputed that, when Ambassador Bolton submitted his manuscript to the NSC on December 30, 2019, he believed that he had “carefully . . . avoid[ed] any discussion in the manuscript of sensitive compartmented information (‘SCI’) or other classified information” and that he only “submit[ed] [h]is manuscript out of an abundance of caution.”⁸⁵ Because he was confident that the manuscript did not contain classified information, he had no obligation under the Classified Information NDA either to seek “written notice of authorization” or to “confirm

⁸³ *Id.* (emphasis added).

⁸⁴ CENTRAL INTELLIGENCE AGENCY, FORM 368, SECRECY AGREEMENT ¶ 5. (emphasis added).

⁸⁵ Compl., Ex. D, Doc. 1-4, at 1. The Government’s assertion that Ambassador Bolton “tacitly conceded” that the NDAs applied to his manuscript by submitting it for review is baseless. Doc. 3 at 11. Ambassador Bolton made it crystal-clear that he “d[id] not believe that prepublication review [was] required.” Compl., Ex. D, Doc. 1-4, at 1.

from an authorized official that the information [was] unclassified” before publishing the manuscript.⁸⁶ He submitted the manuscript for prepublication review, again, only out of an abundance of caution.

At most, then, the provision applying to situations in which the author “is uncertain about the classification status of information” would apply, and under that provision, Ambassador Bolton was required only to “confirm from an authorized official that the information is unclassified before [he] [could] disclose it.”⁸⁷ As the Government admits, that is precisely what he did. Ambassador Bolton submitted his manuscript to the NSC’s Records Access and Information Security Management Directorate, which “bears primary responsibility for the classification review of written works submitted to the NSC for the prepublication review process,” and he engaged in a four-month, exhaustive review of his manuscript with Ms. Knight, “who holds original classification authority under operative Executive Order” and, as “the Senior Director for Records Access and Information Security Management at the NSC,” is the “head[]” of that office, Doc. 1 ¶¶ 25–26, 30. The Government concedes that “[o]n or around April 27, 2020, Ms. Knight had completed her review and was of the judgment that the manuscript draft did not contain classified information.” *Id.* ¶ 46. Thus, on April 27, Ambassador Bolton “confirm[ed] from an authorized official that the information [in his book] is unclassified,” and that pursuant to the Classified Information NDA, he “may disclose it.”⁸⁸ Because Ambassador Bolton has not violated the Classified Information NDA, any claims based on violation of that agreement must be dismissed.

⁸⁶ *Id.*, Ex. A (Classified Information NDA), Doc. 1-1 ¶ 3.

⁸⁷ *Id.*

⁸⁸ *Id.*

The Government asserts that Ambassador Bolton has violated the common law doctrines of unjust enrichment and fiduciary duty. *See* Doc. 1 ¶¶ 80–85; Doc. 3 at 10. But these claims are based on the same conduct underlying the Government’s breach-of-contract claims, and if the contract claim fails, so also must these claims. *See US Airways, Inc. v. McCutchen*, 569 U.S. 88, 98 (2013) (“A valid contract defines the obligations of the parties as to matters within its scope, displacing to that extent any inquiry into unjust enrichment” (quoting RESTATEMENT (THIRD) OF RESTITUTION AND UNJUST ENRICHMENT § 2(2), p. 15 (2010))); *DeGeer v. Gillis*, 707 F.Supp.2d 784, 795 (N.D. Ill. 2010) (“Courts have frequently found that claims for breach of contract and claims for breach of fiduciary duty are duplicative of one another and must be dismissed.” (citation omitted)); *William Kaufman Org., Ltd. v. Graham & James LLP*, 703 N.Y.S.2d 439, 442 (N.Y. 2000) The rationale for this rule is that “court[s] will not displace the terms of [a] contract and impose some other duties not chosen by the parties.” *In re APA Assessment Fee Litig.*, 766 F.3d 39, 46 (D.C. Cir. 2014) (quotation marks and citation omitted). If a contract says that a party must perform a duty within two years, it cannot be that the party has a fiduciary duty to perform within one year. In the same way, because the NDAs did not require Ambassador Bolton to obtain written authorization to publish his book, such a requirement cannot be imposed by fiduciary or unjust-enrichment principles.

More importantly, even if the common law permitted such duplicative claims, they would certainly be barred by the First and Fifth Amendments. In the NDAs, the Government set out in precise detail the steps that Ambassador Bolton needed to take to remove the prior restraint on his speech and to avoid civil and criminal penalties. A governmental action “subjecting the exercise of First Amendment freedoms to [a] prior restraint . . . without narrow, objective, and definite standards to guide the [governmental] authority, is unconstitutional.” *Shuttlesworth v. City of*

Birmingham, 394 U.S. 147, 150–51 (1969); *see also Forsyth Cty. v. Nationalist Movement*, 505 U.S. 123, 130 (1992). It would be a clear violation of the First Amendment to allow the Government to prolong its censorship of Ambassador Bolton or to punish him for his speech based on an alleged violation of unwritten obligations going beyond the duties expressly set forth in the contracts. *Se. Promotions, Ltd. v. Conrad*, 420 U.S. 546, 553 (1975); *see also Niemotko v. Maryland*, 340 U.S. 268, 271–73 (1951).

In the same way, it would violate the Due Process Clause of the Fifth Amendment to subject Ambassador Bolton to the forfeiture of any remuneration for his book and to threaten him with potential criminal liability based on unwritten procedures or duties *even though* he complied with the contracts specifying how he could avoid such penalties. *See Vill. of Hoffman Estates v. Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 499 (1982) (“If . . . the law interferes with the right of free speech or of association, a more stringent vagueness test should apply.”); *see also Sessions v. Dimaya*, 138 S. Ct. 1204, 1212–13 (2018) (plurality opinion); *see also id.* at 1228–29 (Gorsuch, J., concurring in part and concurring in the judgment).⁸⁹ Accordingly, the allegations of the complaint fail to state a claim, and this case must be dismissed.

⁸⁹ The Due Process violation is compounded by the Government’s arbitrary and irregular deviation from the normal NSC prepublication review process. As the Government admits, the normal prepublication-review process would entail “a first-level review” by “a staff employee of the Records Access and Information Security Management Directorate,” followed by a “second-level review” “by a more senior member” of the Directorate.” Doc. 1 ¶ 27. Once the iterative process with the Directorate is completed, “the staff of” the Directorate issues the pro-forma letter memorializing that the manuscript does not contain classified information. *Id.* ¶¶ 28–29. At *no point* does the process normally involve a *third* round of review by the National Security Advisor himself and his hand-picked political appointee, as it did here. *See id.* ¶ 51. The procedure defended by the Government would allow it to add review-upon-review atop the normal process and delay the publication of Ambassador Bolton’s book indefinitely. This arbitrary, additional layer of review—upon which the Government’s entire lawsuit depends—does not comport with due process. *See Vill. of Hoffman Estates*, 455 U.S. at 499.

**OPPOSITION TO APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND MOTION FOR PRELIMINARY INJUNCTION**

“A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest.” *Winter v. NRDC*, 555 U.S. 7, 20 (2008). A preliminary injunction is an “extraordinary remedy,” *id.* at 24, and the injunction that the Government has sought here—a prior restraint on core First Amendment political speech—is uniquely disfavored in American law, *see Carroll*, 393 U.S. at 181. Because the Government does not have standing to seek injunctive relief preventing publication of Ambassador Bolton’s book, its motion for a temporary restraining order and preliminary injunction should be denied. Alternatively, because the Government cannot carry its burden of showing that it is entitled to its requested prior restraint of Ambassador Bolton’s political speech, its motion must be denied.

I. The Government Is Not Likely To Succeed On The Merits.

A. The Government Lacks Standing To Seek A Prior Restraint Against Publication Of Ambassador Bolton’s Book Because Its Alleged Injury Is Not Redressable.

Article III of the Constitution limits federal court jurisdiction to “Cases” or “Controversies.” U.S. CONST., art. III, § 2. To demonstrate standing, a plaintiff must show (1) “injury in fact” in the form of “an invasion of a legally protected interest which is (a) concrete and particularized . . . and (b) actual or imminent, not conjectural or hypothetical”; (2) “a causal connection between the injury and the conduct complained of”; and (3) that it is “likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision.” *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560–61 (1992) (quotation marks and citations omitted). The Government’s request for a temporary restraining order and preliminary injunction compelling Ambassador

Bolton to prevent his book from being released to the public—an order that he is powerless to perform—would do nothing to redress the Government’s alleged injury. The Government thus lacks standing to seek this form of relief, and its motion must be denied.

“[A] plaintiff must demonstrate standing for each claim he seeks to press *and for each form of relief that is sought.*” *Town of Chester v. Laroe Estates, Inc.*, 137 S. Ct. 1645, 1650 (2017) (emphasis added). Thus, quite apart from whether the Government has standing to seek monetary relief against Ambassador Bolton, it must separately demonstrate standing to seek a preliminary injunction restraining publication of his book. *See City of Los Angeles v. Lyons*, 461 U.S. 95, 105 (1983) (plaintiff “presumably” had standing to seek damages but lacked standing to seek preliminary injunctive relief). And because standing is “a threshold matter [that] spring[s] from the nature and limits of the judicial power,” it must be addressed before the merits. *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 94–95 (1998) (second alteration in original) (quotation marks omitted). The Government must demonstrate standing “under the heightened standard for evaluating a motion for summary judgment . . . Thus, the plaintiff cannot rest on . . . mere allegations, but must set forth by affidavit or other evidence specific facts that, if taken to be true, demonstrate a substantial likelihood of standing.” *Elec. Privacy Info. Ctr. v. Presidential Advisory Comm’n on Election Integrity*, 878 F.3d 371, 377 (D.C. Cir. 2017) (quotation marks omitted).

The redressability requirement “lies at the core of the standing doctrine” because “[a]n abstract decision without remedial consequence seems merely advisory, an unnecessary expenditure of judicial resources that burdens the adversary and carries all the traditional risks of making bad law and trespassing on the provinces of the executive and legislature.” *E.M. v. New York City Dep’t of Educ.*, 758 F.3d 442, 450 (2d Cir. 2014) (quoting 13A CHARLES A. WRIGHT & ARTHUR R. MILLER, *FED. PRAC. & PROC.* § 3531.6 (3d ed. 2008)); *see also Hewitt v. Helms*, 482

U.S. 755, 761 (1987). Where, as here, a plaintiff requests prospective relief in the form of a declaratory judgment or injunction, the plaintiff must show that “prospective relief will remove the harm” and the plaintiff “personally would benefit in a tangible way from the court’s intervention.” *Warth v. Seldin*, 422 U.S. 490, 505, 508 (1975). “Relief that does not remedy the injury suffered cannot bootstrap a plaintiff into federal court; that is the very essence of the redressability requirement.” *Steel Co.*, 523 U.S. at 107.

Here, the injury for which the Government seeks preliminary relief is the disclosure of allegedly classified information through the publication of Ambassador Bolton’s book. But over 200,000 copies of the book have already been printed, bound, and distributed to booksellers throughout the country, and thousands more have shipped internationally.⁹⁰ “This includes shipments to retail booksellers large and small, from large national chains and online entities to a host of small, independent, booksellers.”⁹¹ And notwithstanding the Government’s erroneous allegation “on information and belief” that Ambassador Bolton “possess[es] the authority to continue to delay the release date” of his book, both Ambassador Bolton and his publisher, Simon & Schuster, have now testified that Ambassador Bolton has no authority to prevent the book from being released to the public.⁹² As the CEO of Simon & Schuster states in his declaration:

Shortly after the NSC’s conclusion was communicated to it [on April 27, 2020], Simon & Schuster took the necessary steps to formally accept the final version of the manuscript that Ambassador Bolton submitted, as provided under the terms of their publication agreement. Once Simon & Schuster formally accepted the manuscript for publication, and initiated the publication process, Ambassador Bolton lost any authority/ability he otherwise may have had to prevent or delay the Book’s publication.⁹³

⁹⁰ Bolton Decl., Ex. A ¶ 21; Karp Decl., Ex. Q ¶ 27.

⁹¹ Karp Decl., Ex. Q ¶ 19.

⁹² Bolton Decl., Ex. A ¶ 21; Karp Decl., Ex. Q ¶ 17.

⁹³ Karp Decl., Ex. Q ¶ 17.

Indeed, *even the Government* doubts that Ambassador Bolton has such authority, hedging its requested order as requiring Ambassador Bolton “to instruct or request his publisher, *insofar as he has the authority to do so*, to further delay the release date of *The Room Where it Happened* until completion of the prepublication review process” and “to instruct or request his publisher, *insofar as he has the authority to do so*, to take any and all available steps to retrieve and dispose of any copies of *The Room Where it Happened* that may be in the possession of any third party in a manner acceptable to the United States.” Doc. 1 at p. 25 (emphases added). Far from shouldering its burden to establish the redressability of its alleged injury, the Government’s own complaint effectively admits that it cannot.

Because declaratory and injunctive relief against Ambassador Bolton “would not prevent the claimed injury,” *Newdow v. Roberts*, 603 F.3d 1002, 1011 (D.C. Cir. 2010), such relief would be “utterly meaningless,” *Okpalobi v. Foster*, 244 F.3d 405, 426 (5th Cir. 2001) (en banc); *see also Lujan*, 504 U.S. at 569–70 (plurality opinion). “The redressability prong is not met when a plaintiff seeks relief against a defendant with no power to [stop the injury from occurring].” *Bronson v. Swensen*, 500 F.3d 1099, 1111 (10th Cir. 2007); *see also Duit Const. Co. Inc. v. Bennett*, 796 F.3d 938, 941 (8th Cir. 2015). The Government therefore cannot obtain redress from Ambassador Bolton. *See Okpalobi*, 244 F.3d at 427 (“Because these defendants have no powers to redress the injuries alleged, the plaintiffs have no case or controversy with these defendants that will permit them to maintain this action in federal court.”); *Parsons v. U.S. Dep’t of Justice*, 801 F.3d 701, 715 (6th Cir. 2015) (“Redressability is typically more difficult to establish where the prospective benefit to the plaintiff depends on the actions of independent actors.”).

Nor would “the *practical* consequence of” an injunction or declaratory judgment against Ambassador Bolton “amount to a significant increase in the likelihood that the plaintiff would

obtain relief that directly redresses the injury suffered.” *Utah v. Evans*, 536 U.S. 452, 464 (2002) (emphasis added). Again, Ambassador Bolton’s book has been shipped to booksellers across the country and around the world.⁹⁴ Advance “review” copies have been provided to a number of newspapers and other media,⁹⁵ and “virtually every major media organization in the United States possesses at least one copy of the Book.”⁹⁶ The *New York Times*, the *Washington Post*, and other mass audience media outlets have copies of the book, and stories disclosing excerpts of its contents have already been published.⁹⁷

The Government cannot plausibly argue that Ambassador Bolton has power to stop the Amazon delivery trucks in America, unshelve the copies in Europe, commandeer the copies in Canada, and repossess the copies sent to reviewers or in the possession of major newspapers. *See New York Coastal P’ship, Inc. v. U.S. Dep’t of Interior*, 341 F.3d 112, 116 (2d Cir. 2003) (“Plaintiffs-appellants have no standing in this case, because we can only speculate whether the remedy they seek would redress their purported injuries.”). Nor has the Government provided any evidence or given any reason to expect that hundreds of booksellers and reviewers with copies of the book have any legal obligation to return their copies of the book or that they would voluntarily do so if Ambassador Bolton or Simon & Schuster asked them to do so.⁹⁸ As Simon & Schuster’s

⁹⁴ Bolton Decl., Ex. A ¶ 21; Karp Decl., Ex. Q ¶ 17.

⁹⁵ Bolton Decl., Ex. A ¶ 21;

⁹⁶ Karp Decl., Ex. Q ¶ 22.

⁹⁷ *See Baker, supra*; *Dawsey, supra*; Karp Decl., Ex. Q ¶ 22.

⁹⁸ For this reason, the Government’s request that this Court order Ambassador Bolton “to notify his publisher that he was not authorized to disclose *The Room Where It Happened* because he has not completed prepublication review and because it contains classified information” would do nothing to redress the Government’s alleged injury. Doc. 1 at p. 25. Moreover, this requested relief—which cannot plausibly be said to follow from any duty that Ambassador Bolton has under the nondisclosure agreements—would not only be an unconstitutional attempted prior restraint (though an ineffectual one); it would *separately* violate the First Amendment by compelling

CEO has testified:

Simon & Schuster no longer maintains control of the copies of the Book that have been shipped to the large national chains, online retailers, and small independent booksellers referenced in the previous paragraph of this Declaration. Once Simon & Schuster shipped them in response to a purchase order, title to the physical copies passed to the retailer or wholesaler.⁹⁹

The costs already expended in printing and shipping the book (not to mention the income that would be foregone) strongly suggest that none, let alone all, of those independent third parties will refrain from selling the book—if they could even do so. Again, as Simon & Schuster’s CEO has observed:

[T]he practice of many online booksellers is to ship preordered copies in advance of the publication date so that the books arrive on, or very shortly after, the day they first become available for purchase at brick-and-mortar stores. As a result, I have been advised that certain online retailers have already shipped preordered copies of the Book to some of their customers.¹⁰⁰

While “[a] plaintiff need not demonstrate with certainty that her injury will be cured by a favorable decision,” “she must at least make a showing that there is *a substantial likelihood* that the relief requested will redress the injury claimed.” *E.M.*, 758 F.3d at 450 (emphasis added) (quotation marks omitted). The Government has fallen far short of that standard here.

Finally, the Government’s tacked-on request for Rule 65(d)(2) relief against Simon & Schuster does not affect the standing analysis. Rule 65(d)(2) “applies only when a plaintiff validly invokes federal jurisdiction by satisfying the traceability and redressability requirements of standing against a defendant. If a plaintiff sues the wrong defendant, an order enjoining the correct official who has not been joined as a defendant cannot suddenly make the plaintiff’s injury

Ambassador Bolton to speak a message with which he vehemently disagrees. *See W. Va. State Bd. of Educ. v. Barnette*, 319 U.S. 624, 640–42 (1943).

⁹⁹ Karp Decl., Ex. Q ¶ 20.

¹⁰⁰ *Id.* ¶ 21.

redressable.” *Jacobson v. Fla. Sec’y of State*, 957 F.3d 1193, 1209 (11th Cir. 2020) (citation omitted). “The Federal Rules of Civil Procedure do not create federal jurisdiction.” *Id.* And an injunction under Rule 65(d)(2) would not bind the newspapers, independent booksellers, and retailers to whom the book has already been sent, since Ambassador Bolton and Simon & Schuster “do[] not control” those “independent third part[ies] that [are] not before the court.” *Pulphus v. Ayers*, 909 F.3d 1148, 1153 (D.C. Cir. 2018).¹⁰¹ In any event, such an injunction would be a clear violation of the Supreme Court’s holding in *New York Times Co.*, 403 U.S. at 714.

In short, the Government’s alleged injury cannot be redressed by Ambassador Bolton, and its motion for a temporary restraining order and preliminary injunction must therefore be denied for lack of standing.

B. Ambassador Bolton Has Not Violated The Nondisclosure Agreements.

For the reasons described above in support of Defendant’s motion to dismiss, Ambassador Bolton has not violated the NDAs. However, in its brief, the Government asserts for the first time that Ambassador Bolton’s book contains SCI and, therefore, that the SCI NDA applied to his manuscript and required that he receive written authorization from the NSC to publish it. *See* Doc. 3 at 12–14. This surprise assertion that the book contains SCI, even if true, would not alter the conclusion that the SCI NDA is inapplicable to this case.

The Government is not painting on a blank canvas when it asserts that Ambassador Bolton’s book contains SCI. Rather, the Government’s assertion comes after a six-month course of dealing between the parties that informs whether and how the NDAs apply. *See* RESTATEMENT (SECOND) OF CONTRACTS § 202(4) (1981); *see also id.* § 223. Ambassador Bolton submitted his

¹⁰¹ *Aevoe Corp. v. AE Tech Co.*, 727 F.3d 1375, 1384 (Fed. Cir. 2013), is distinguishable because Aevoe had standing to sue AE Tech and because the S&F Defendants were the *sole* distributors of AE Tech’s infringing product, giving AE Tech some control over S& Defendants.

manuscript for prepublication review on December 30, 2019. Over the next four months, he (or his counsel) and Ms. Knight exchanged more than a dozen emails and letters, participated in numerous phone calls, and sat through more than a dozen hours of face-to-face meetings, painstakingly reviewing Ambassador Bolton’s manuscript. Yet, in all that time, Ms. Knight never asserted—or even hinted—that the manuscript contained SCI, even as she asserted that earlier drafts contained classified information.¹⁰² After conducting an exhaustive process in which she reviewed the manuscript through *least four waves of changes*, Ms. Knight concluded that it contains no classified information—let alone *SCI*—as the Government concedes. Doc. 1 ¶ 46.

Nor did Mr. Eisenberg assert in either his June 8 or June 11 letters that the manuscript contains SCI. Nor did Mr. Ellis assert in his June 16 letter that the manuscript contains SCI. Indeed, *not even the Government’s complaint* asserted that the manuscript contains SCI, even as it specifically alleges that it contains “Confidential, Secret, and Top Secret” information. Doc. 1 ¶ 58. The first time that *anyone* in the Government so much as *whispered* that the manuscript contains SCI to either Ambassador Bolton or the public was yesterday, when the Government filed its motion. For nearly six months, it has been common ground between the NSC and Ambassador Bolton that his manuscript does *not* contain SCI. Only now, on the eve of the book’s publication and in service of seeking a prior restraint, has the Government brought forth this allegation.

And here is the key point: Ambassador Bolton authorized Simon & Schuster to publish his manuscript *weeks ago*, not long after receiving Ms. Knight’s confirmation that the book did not contain classified information and long before the Government’s first assertion yesterday that the book contained SCI.¹⁰³ Thus, at the time Ambassador Bolton proceeded with publishing his

¹⁰² Bolton Decl., Ex. A. ¶ 24.

¹⁰³ Bolton Decl., Ex. A ¶ 22; Karp Decl., Ex. Q ¶ 17.

book—a decision that has long-since become irrevocable—he had *absolutely no reason to believe* that the book contained SCI. Indeed, quite the opposite: the Government had given him *every reason to believe* that it agreed with him that the book did *not* contain SCI. And if the book did not contain SCI, the SCI NDA did not apply when Ambassador Bolton authorized the book’s publication.

Yet the Government now argues that the SCI NDA *did* apply based on its discovery of alleged SCI six months after the prepublication-review process began. If that argument is sustained—if, that is, an author may be held liable under the SCI NDA even though neither the author nor the Government believed that the author’s writing contained SCI through four months of exhaustive prepublication review—it would mean that any federal employee who signs the SCI NDA would have no choice but to submit *any* writing, and certainly any writing that could even *theoretically* contain SCI, and then await written authorization before publishing that writing. The risk of liability would simply be too great for any author to proceed with publishing even a writing that both he *and the official in charge of prepublication review* believe, in good faith, is not subject to the SCI NDA.

Such a regime is flatly inconsistent both with the text of the SCI NDA and the First Amendment. The SCI NDA lays out specific criteria for determining whether material must be submitted for prepublication review and must await written authorization from the Government before being published. Only a work that “contains or purports to contain any SCI or description of activities that produce or relate to SCI or that [the author] ha[s] reason to believe are derived from SCI” must be submitted;¹⁰⁴ otherwise, the SCI NDA’s prepublication-review process does not apply. Yet, the Government’s interpretation of the SCI NDA would render these criteria

¹⁰⁴ SCI NDA, Ex. C ¶ 4.

completely superfluous, since it would effectively compel authors to submit *all* their materials to the prepublication-review process. *See T. Brown Constructors*, 132 F.3d at 730–31; 11 WILLISTON ON CONTRACTS § 32:5; RESTATEMENT (SECOND) OF CONTRACTS § 203(a).

The Government’s interpretation would also violate the First Amendment. “The Constitution gives significant protection from overbroad laws that chill speech within the First Amendment’s vast and privileged sphere.” *Ashcroft v. Free Speech Coal.*, 535 U.S. 234, 244 (2002). And while it may be more convenient for the Government to impose a sweeping prior restraint on its employees, “[t]he Government may not suppress lawful speech as the means to suppress unlawful speech. Protected speech does not become unprotected merely because it resembles the latter. The Constitution requires the reverse.” *Id.* at 255. Indeed, the harm done to the First Amendment by such an all-encompassing prepublication-review requirement is worse than simply a chilling of expression: “If it can be said that a threat of criminal or civil sanctions after publication ‘chills’ speech, prior restraint ‘freezes’ it at least for the time.” *Nebraska Press Ass’n v. Stuart*, 427 U.S. 539, 559 (1976). As noted above, ambiguous contracts should be interpreted to *avoid* expanding a prior restraint or a chill on free expression. *See Lowe*, 472 U.S. at 203–11; *see also* RESTATEMENT (SECOND) OF CONTRACTS § 207.

Because Ambassador Bolton had no reason to believe that his manuscript contained SCI and every reason to think it did *not*, and because the NSC’s chief classification-review authority confirmed that the book did not contain classified information, let alone SCI, the SCI NDA did not apply to his manuscript when he authorized its publication, and he cannot be said to have violated it.

C. The Government Has Not Overcome The Heavy Presumption Against The Constitutionality Of The Prior Restraint It Seeks.

A prior restraint “forbid[s] certain communications when issued in advance of the time that such communications are to occur.” *Alexander v. United States*, 509 U.S. 544, 550 (1993). In Anglo-American law, the concept of a prior restraint originated in Tudor and Stuart England, where “printing presses and printers were licensed by the government, and nothing could lawfully be published without the prior approval of a government or church censor.” *Id.* at 554 n.2. Prior restraints are not, however, limited to “formal legal sanctions” or situations in which materials have “been seized or banned by the State.” *Bantam Books, Inc. v. Sullivan*, 372 U.S. 58, 66–67 (1963). Accordingly, the prepublication review process itself is a “form of prior restraint,” *Weaver v. U.S. Info. Agency*, 87 F.3d 1429, 1439 (D.C. Cir. 1996); *United States v. Marchetti*, 466 F.2d 1309, 1317 (4th Cir. 1972), and, of course, an injunction issued by this Court in an effort to stop publication of Ambassador Bolton’s book would be a “classic example[] of [a] prior restraint[],” *Alexander*, 509 U.S. at 550.

“Any system of prior restraints of expression comes to th[e] Court bearing a heavy presumption against its constitutional validity.” *New York Times Co.*, 403 U.S. at 714. “[P]rior restraints on speech and publication are the most serious and the least tolerable infringement on First Amendment rights.” *Nebraska Press Ass’n*, 427 U.S. at 559; *Carroll*, 393 U.S. at 181. “The damage can be particularly great when the prior restraint falls upon the communication of news and commentary on current events.” *Nebraska Press Ass’n*, 427 U.S. at 559.

The Federal Government, to be sure, “has a compelling interest in protecting both the secrecy of information important to our national security and the appearance of confidentiality so essential to the effective operation of our foreign intelligence service,” which is why the Supreme Court has sustained the constitutionality of a prepublication review process in principle (though

not the specific process at issue in this case). *Snepp v. United States*, 444 U.S. 507, 509 n.3 (1980) (per curiam). Ambassador Bolton does not challenge that holding here, and the Government’s extended defense of prepublication review *in general* is therefore entirely beside the point. *See* Doc. 3 at 15–19. What the Supreme Court has *never* done, however—and something for which the Government cites *no authority*—is approve an injunction barring publication of a book or other form of expression subject to the prepublication review process.

The D.C. Circuit has made clear that, while *Snepp* sustained the Government’s authority to put in place a prepublication-review system and to impose otherwise-constitutional *post*-publication penalties, the Government “would bear a much heavier burden” if it “sought an injunction against publication of the censored items”—which is exactly what the Government seeks to do here. *McGehee v. Casey*, 718 F.2d 1137, 1148 n.22 (D.C. Cir. 1983). Where the Government seeks an injunction against publication, *McGehee* instructed that normal prior-restraint doctrine applies, specifically citing *New York Times Co. v. United States* and other prior-restraint cases. *See id.* Thus, under *New York Times*, the Government’s request for a preliminary injunction must fail, *even if* Ambassador Bolton’s book contained classified information, since the Supreme Court held that “publishing the contents of a classified study” was insufficient to justify a prior restraint. 403 U.S. at 714. The Government does not argue that it can prevail under normal prior-restraint principles, so its request for preliminary-injunctive relief fails.

Even under the slightly less-demanding standard that the D.C. Circuit applies to prepublication review cases where the Government does *not* seek an injunction, the Government is not entitled to an injunction. “[T]he government has no legitimate interest in censoring unclassified materials,’ and, thus, ‘may not censor such material, contractually or otherwise.’” *Wilson v. CIA*, 586 F.3d 171, 185 (2d Cir. 2009) (quoting *McGehee v. Casey*, 718

F.2d at 1141. It follows that “[i]f . . . the information was not classified properly, then [the author] may publish the manuscript.” *Stillman v. CIA*, 319 F.3d 546, 548 (D.C. Cir. 2003).

Given the obvious danger that classification will be abused to suppress constitutionally protected speech, in determining whether the Government has properly classified the information that it says is still contained in Ambassador Bolton’s manuscript despite the exhaustive prepublication review to which it has been subjected, “courts should conduct a *de novo* review of the classification decision.” *McGehee*, 718 F.2d at 1148; *see also Wilson*, 586 F.3d at 186 n.17 (comparing review of classification decision to *de novo* standard of review under FOIA). While courts must “giv[e] deference to reasoned and detailed [agency] *explanations* of” a classification decision, they owe no deference to the classification decision *itself*. *McGehee*, 718 F.2d at 1148 (emphasis added); *see also Wilson*, 586 F.3d at 185; *Shaffer*, 102 F. Supp. 3d at 10–11. Rather, the court must satisfy itself “from the record, *in camera* or otherwise, that the [Government] in fact had good reason to classify, and therefore censor, the materials at issue.” *McGehee*, 718 F.2d at 1148. For this reason, the D.C. Circuit has held a court may “require that [Government] explanations justify censorship with reasonable specificity, demonstrating a logical connection between the deleted information and the reasons for classification.’ ” *Id.*

These are no mere exhortations. *See Penguin Books USA Inc. v. Walsh*, 756 F. Supp. 770, 786–87 (S.D.N.Y.) (reversing prepublication censorship decision based on First Amendment), *judgment vacated on other grounds, appeal dismissed*, 929 F.2d 69 (2d Cir. 1991). This Court has, in fact, reversed prepublication censorship decisions before. In *Wright v. FBI*, two members of the FBI Counter-Terrorism Task Force sought to publish writings critical of the FBI’s counterterrorism policy, but the agency objected to numerous passages. 613 F. Supp. 2d 13, 16–19 (D.D.C. 2009). This Court carefully examined each objected-to portion of the writings, placing

the burden firmly on the Government to provide “individualized justifications for censoring” each passage. *Id.* at 30; *see also id.* at 27–29 (examining censorship justifications page-by-page). It demanded that the Government “link a particular [passage] to a specific threat to a specific Government interest.” *Id.* at 31. In the end, this Court found that the Government had “fallen far short” of its obligation to justify censoring the material, *id.*, and it reversed the suppression of *all but one* of the passages to which the Government objected, *id.* at 24–32.

Similarly, in *Shaffer*, a military intelligence officer wrote a book about his experiences serving in Afghanistan and submitted it for prepublication review. 102 F. Supp. 3d at 3–4. The Government objected to several passages in the book as being classified. *Id.* at 4. Only after Shaffer spent years in litigation did the Government finally and begrudgingly concede that some of the information contained in Shaffer’s book had been publicly disclosed by the agency itself. *Id.* at 11–12. This Court entered summary judgment for Shaffer as to the publicly disclosed information, holding that “it cannot be censored, and it can be published.” *Id.* at 12.

The same result is required here. The burden of proving that Ambassador Bolton’s manuscript contains classified information that justifies the imposition of a prior restraint is entirely on the Government, so the Ambassador need not offer *any* evidence proving that his manuscript contains no classified material. *See Berntsen v. CIA*, 618 F. Supp. 2d 27, 28 (D.D.C. 2009) (performing a “searching review” of the Government’s classification decision even though the plaintiff had not contested the agency’s evidence). Nonetheless, Ambassador Bolton has now testified that, in his professional judgment as a former senior official and classification authority, *nothing* in his manuscript may properly be deemed classified.¹⁰⁵ As the Government admits, Ambassador Bolton’s judgment has been confirmed by the NSC’s senior career prepublication

¹⁰⁵ Bolton Decl., Ex. A ¶ 3.

authority, who personally conducted the intensive, four-month prepublication review and concluded that no further edits were necessary after insisting on numerous page-by-page, line-by-line revisions to the manuscript.¹⁰⁶ See Doc. 1 ¶ 46. Not until press reports surfaced alerting the White House to the impending release of Ambassador Bolton’s book—following six weeks of dead silence after Ms. Knight signed off on the manuscript—did *anyone* in the Government assert that Ambassador Bolton’s book contained classified information.¹⁰⁷

This last-minute assertion must be evaluated against the overwhelming evidence, *see infra* pp. 45–47, that the White House sought to use the prepublication-review process to block the release of Ambassador Bolton’s book, at least until after the election. See *McGehee*, 718 F.2d at 1148–49 (courts “should not rely on a presumption of regularity” in assessing a prepublication classification determination (quotation marks omitted)); *Wright*, 613 F. Supp. 2d at 15 (concluding that FBI had engaged in a “determined effort[]” “to censor various portions of a 500–page manuscript . . . severely criticizing the FBI’s conduct”); *Agee v. CIA*, 500 F. Supp. 506, 509 (D.D.C. 1980) (describing “evidence indicating that the CIA’s past enforcement record bears a considerable correlation with the agency’s perception of the extent to which the material is favorable to the agency”). As the President openly vowed in February, a few weeks after the prepublication-review process began: “We’re going to try and block the publication of [Bolton’s] book. After I leave office, he can do this.”¹⁰⁸ There can be no serious dispute about what is happening here: the White House is attempting to misuse the national-security apparatus of the

¹⁰⁶ *Id.* ¶¶ 10, 16.

¹⁰⁷ *Id.* ¶ 24.

¹⁰⁸ Dawsey, et al., *supra*.

Executive Branch to censor Ambassador Bolton, and the Government is asking this Court to tie the gag.¹⁰⁹

D. Ambassador Bolton’s Contract Does Not Entitle The Government To A Prior Restraint.

The Government’s claim that the contract Ambassador Bolton signed justifies a prior restraint must be rejected for two independent reasons. First, because Ambassador Bolton’s book does not contain classified information, the Government “may not censor such material, *contractually or otherwise.*” *McGehee*, 718 F.2d at 1141 (emphasis added). The Government “may not deny a benefit to a person on a basis that infringes his constitutionally protected interests—especially, his interest in freedom of speech.” *Perry v. Sindermann*, 408 U.S. 593, 597 (1972). “For if the government could deny a benefit to a person because of his constitutionally protected speech or associations, his exercise of those freedoms would in effect be penalized and inhibited. This would allow the government to produce a result which (it) could not command directly.” *Id.* (quotation marks omitted). Because “[t]he government has no legitimate interest in censoring unclassified material,” *McGehee*, 718 F.2d at 1141, any contractual provision allowing the Government to censor Ambassador Bolton’s unclassified political expression *after he has left office* would be an unenforceable, unconstitutional condition on public employment, *see id.* at 1141 n.10 (“the government may not impose unconstitutional conditions on government employment”); *Speiser v. Randall*, 357 U.S. 513, 526 (1958).¹¹⁰

¹⁰⁹ At the very least, if this Court has any doubt about the impropriety of the Government’s classification assertions, it should permit Ambassador Bolton to test the good faith of the Government’s claim through expedited discovery before imposing a prior restraint.

¹¹⁰ For the same reason, the Government’s argument that Ambassador Bolton waived his First Amendment rights protecting him against an unconstitutional condition of his public employment is meritless. *See* Doc. 3 at 21–22. Moreover, while the NDAs stated “I understand that the United States Government may seek any remedy *available to it* to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in

Second, the nondisclosure agreements are unenforceable because the Government has violated the covenant of good faith and fair dealing that is implied in all contracts, including Government contracts. “The covenant of good faith and fair dealing is an implied duty that each party to a contract owes to its contracting partner.” *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005). “The covenant imposes obligations on both contracting parties that include the duty not to interfere with the other party’s performance and not to act so as to destroy the reasonable expectations of the other party regarding the fruits of the contract.” *Id.* (citing RESTATEMENT (SECOND) OF CONTRACTS, § 205 (1981)); 13 WILLISTON ON CONTRACTS § 77:10; *M/A–COM Sec. Corp. v. Galesi*, 904 F.2d 134, 136 (2d Cir. 1990); *Polito v. Cont’l Cas. Co.*, 689 F.2d 457, 463 (3d Cir. 1982); *Concrete Specialties v. H.C. Smith Constr. Co.*, 423 F.2d 670 (10th Cir. 1970)). It is well settled that the Government is subject to this duty to the same extent as private parties. *E.g.*, *Rumsfeld v. Freedom NY, Inc.*, 329 F.3d 1320, 1330 (Fed. Cir. 2003); *Essex Electro Eng’rs, Inc. v. Danzig*, 224 F.3d 1283, 1291 (Fed. Cir. 2000); *Malone v. United States*, 849 F.2d 1441, 1445 (Fed. Cir.), *modified*, 857 F.2d 787 (Fed. Cir. 1988).

Here, Ambassador Bolton submitted his manuscript, out of an abundance of caution, for the *express purpose* of ensuring that the manuscript did not contain any information that reasonably could be considered classified. He reasonably expected that that purpose would be shared and respected at the other end of the prepublication-review process. Indeed, that limited purpose is also required by Executive Order 13526, which expressly prohibits classifying information to “conceal violations of law,” “prevent embarrassment to a person, organization, or agency,” or “prevent or delay the release of information that does not require protection in the

breach of this Agreement,” SCINDA, Ex. C ¶ 7 (emphasis added), Ambassador Bolton’s argument here is that a prior restraint is *not* “available” to the Government because, *inter alia*, such relief violates the First Amendment.

interest of the national security.” 75 Fed. Reg. 707, 710 (2009). And Ambassador Bolton’s reasonable expectation was further confirmed by Ms. Knight’s assurance at the outset of the process that “the sole purpose of prepublication security review is to ensure that SCI or other classified information is not publicly disclosed.”¹¹¹

Yet, the evidence is overwhelming that the Government’s assertion that the manuscript contains classified information, like the corrupted prepublication review process that preceded it, is pretextual and in bad faith:

- On January 29, the President tweeted that Ambassador Bolton’s book is “nasty & untrue,” thus implicitly acknowledging that its contents had been at least partially described to him. He also said that the book was “All Classified National Security.”¹¹²
- On February 3, *Vanity Fair* reported that the President “has an enemies list,” that “Bolton is at the top of the list,” and that the “campaign against Bolton” included Ms. Knight’s January 23 letter asserting that the manuscript contained classified information.¹¹³ It also reported that the President “wants Bolton to be criminally investigated.”¹¹⁴
- On February 21, the *Washington Post* reported that “President Trump has directly weighed in on the White House [prepublication] review of a forthcoming book by his former national security adviser, telling his staff that he views John Bolton as ‘a traitor,’ that everything he uttered to the departed aide about national security is classified and that he will seek to block the book’s publication.”¹¹⁵ The President vowed: “[W]e’re going to try and block the publication of [his] book. After I leave office, he can do this.”¹¹⁶
- As described in detail above, Ambassador Bolton’s book went through a four-month prepublication-review process with the career professionals at NSC, during which he made innumerable revisions to the manuscript in response to Ms. Knight’s

¹¹¹ See Letter from Charles J. Cooper, Ex. F at 1.

¹¹² Donald J. Trump (@realDonaldTrump), TWITTER (Jan. 29, 2020, 7:28 AM), <https://bit.ly/31fBLmU>.

¹¹³ Sherman, *supra*.

¹¹⁴ *Id.*

¹¹⁵ Dawsey, et al., *supra*.

¹¹⁶ *Id.*

concerns. At the end of that exhaustive process, she stated that she had no further edits to the manuscript,¹¹⁷ thereby confirming, as the Government has admitted, that she had concluded that it did not contain any classified information.¹¹⁸

- At the conclusion of the prepublication-review process on April 27, Ms. Knight thought that Ambassador Bolton was entitled to receive the pro-forma letter clearing the book for publication and suggested that it might be ready that same afternoon.¹¹⁹ She and Ambassador Bolton even discussed how the letter should be transmitted to him.¹²⁰
- During that same April 27 conversation, Ms. Knight described her “interaction” with unnamed others in the White House about the book as having “been very delicate,”¹²¹ and she had “some internal process considerations to work through.”
- After April 27, six weeks passed without a word from the White House about Ambassador Bolton’s manuscript, despite his requests for a status update.¹²²
- When the White House finally had something new to say, it was to assert its current allegations of classified information on June 8, in a letter that—by the White House’s own admission—was prompted by press reports that the book was about to be published.¹²³
- Even though the manuscript was submitted to NSC on December 30, 2019, and despite the exhaustive four-month review and the six weeks of silence that had passed since Ms. Knight’s approval of the manuscript on April 27, the White House’s June 8 letter gave itself until June 19—only four days before the book was due to be published—to provide Ambassador Bolton’s counsel with a redacted copy of the book identifying the passages the White House purported to believe were classified.
- On the eve of this lawsuit being filed, in response to a question about this lawsuit, the President stated: “I told that to the attorney general before; *I will consider every conversation with me as president highly classified*. So that would mean that if he

¹¹⁷ Bolton Decl., Ex. A ¶ 16.

¹¹⁸ *Id.*; Doc. 1 ¶ 46.

¹¹⁹ Bolton Decl., Ex. A ¶ 17.

¹²⁰ *Id.*

¹²¹ *Id.*

¹²² *Id.* ¶¶ 17–20.

¹²³ *See* Letter from John Eisenberg, Ex. L.

wrote a book, and if the book gets out, he's broken the law."¹²⁴ The President reiterated: "Any conversation with me is classified."¹²⁵ The President added that "a lot of people are very angry with [Bolton] for writing a book" and that he "hope[d]" that Ambassador Bolton "would have criminal problems" due to having published the book.¹²⁶

- On June 16, the NSC provided to Ambassador Bolton a copy of the manuscript with wholesale redactions removing the portions it now claims are classified. Consistent with President Trump's claim, statements made by the President have been redacted, as have numerous passages that depict the President in an unfavorable light.¹²⁷

It is clear from this evidence that the White House has abused the prepublication-review and classification process, and has asserted fictional national security concerns as a pretext to censor, or at least to delay indefinitely, Ambassador Bolton's right to speak. That is a clear violation of the covenant of good faith and fair dealing governing the nondisclosure agreements. Accordingly, those agreements are not enforceable and cannot justify any relief to the Government, let alone a prior restraint. *See Metcalf Const. Co. v. United States*, 742 F.3d 984, 991 (Fed. Cir. 2014) (covenant of good faith and fair dealing "prevents a party's acts or omissions that, though not proscribed by the contract expressly, are inconsistent with the contract's purpose and deprive the other party of the contemplated value.").

II. The Remaining Factors Favor Denial of Preliminary Injunctive Relief.

Because there is no classified information in the book, the Government will not suffer any irreparable harm absent the issuance of the injunctive relief it seeks. Indeed, even if there was classified information in the book, neither Ambassador Bolton nor Simon & Schuster have the

¹²⁴ *See* Press Conference, President Donald J. Trump at 0:54–1:05, (Jun. 15, 2020) (emphasis added), <https://politi.co/2Y2Vo1i>.

¹²⁵ *Id.* at 4:18–21.

¹²⁶ *Id.* at 1:05–08, 1:30–36.

¹²⁷ Bolton Decl., Ex. A ¶ 23.

ability to stop its release to the public because it has already been printed, bound, and shipped to booksellers throughout the country and around the world, so the Government would suffer its injury *regardless* of whether an injunction is entered against Ambassador Bolton.¹²⁸ At the same time, issuance of a prior restraint would inflict immediate and irreparable harm on both Ambassador Bolton and the public. Even if there was classified information in the book (and there is not), the Supreme Court has squarely held that the issuance of a prior restraint to enjoin publication of allegedly classified information on matters of public import is prohibited by the First Amendment. *See New York Times Co.*, 403 U.S. at 713. “The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.” *Elrod v. Burns*, 427 U.S. 347, 373 (1976) (plurality opinion); *see also Archdiocese of Washington v. Washington Metro. Area Transit Auth.*, 897 F.3d 314, 334 (D.C. Cir. 2018). Notably, *Elrod* cited for *New York Times Co.*, 403 U.S. at 713, that proposition. The Government has asked the Court to issue a prior restraint by censoring Ambassador Bolton and suppressing his constitutionally protected speech on matters of immediate and significant public importance. Finally, the public interest and balance of equities factors “merge when the Government is the opposing party,” *Nken v. Holder*, 556 U.S. 418, 435 (2009), and “enforcement of an unconstitutional law is always contrary to the public interest,” *Gordon v. Holder*, 721 F.3d 638, 653 (D.C. Cir. 2013); *see also Archdiocese of Washington*, 897 F.3d at 335. The Government dismisses the harm to Ambassador Bolton as “merely a delay of the publication of his book,” Doc. 3 at 26, but the Supreme Court has held that “[t]he damage can be particularly great when,” as here, “the prior restraint falls upon the communication of news and commentary on current events,” *Nebraska Press Ass’n*, 427 U.S. at

¹²⁸ Bolton Decl., Ex. A ¶ 21.

559, where “[a] delay of even a day or two may be of crucial importance in some instances,” *Carroll*, 393 U.S. at 182. The Government cannot succeed on these factors.

CONCLUSION

For the foregoing reasons, Ambassador Bolton respectfully submits that this Court should deny the Government’s request for a temporary restraining order and preliminary injunction imposing a prior restraint on the publication of his book, and dismiss all claims against Ambassador Bolton for failure to state a claim.

June 18, 2020

Respectfully submitted,

/s/ Charles J. Cooper

Charles J. Cooper, Bar No. 248070

Michael W. Kirk, Bar No. 424648

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Counsel for Defendant John R. Bolton

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

JOHN R. BOLTON,

Defendant.

Civil Action No. 20-1580-RCL

**DECLARATION OF JOHN R. BOLTON IN OPPOSITION TO
THE UNITED STATES' EMERGENCY APPLICATION FOR TEMPORARY
RESTRAINING ORDER OR MOTION FOR PRELIMINARY INJUNCTION**

Pursuant to 28 U.S.C. § 1746, I, John R. Bolton, hereby declare as follows:

1. I have served in numerous senior-level capacities under Presidents Ronald Reagan, George H.W. Bush, George W. Bush, and Donald J. Trump. For example, I served as Assistant Attorney General for the Civil Division under President Reagan, Assistant Secretary for International Organization Affairs at the Department of State under President George H. W. Bush, Under Secretary of State for Arms Control and International Security under President George W. Bush, and as Ambassador to the United Nations also under President George W. Bush. Most recently, I served as National Security Advisor to President Trump from April 9, 2018 through September 10, 2019. I have been an original classification authority in some of these positions.

2. Given my extensive government career in matters relating to national security and foreign policy, I am thoroughly knowledgeable and experienced in determining what constitutes classified information and in the proper handling of such information.

3. In drafting the manuscript of my book, *The Room Where It Happened: A White House Memoir*, I took care to avoid including any classified information. In my judgment, based on decades of experience handling classified information, the manuscript for my book contained

no classified information before undergoing the prepublication-review process, and it does not contain classified information today.

4. Nevertheless, to ensure that there could be no question of my good-faith compliance with my obligations, I instructed my counsel, Charles J. Cooper, to submit the draft of my manuscript to the National Security Council (NSC) for a prepublication review. True and correct copies of my nondisclosure agreements are attached as Exhibits C and D (with social security numbers of the signatories redacted) to Defendant's Combined Memorandum in Support of His Motion to Dismiss and in Opposition to Plaintiff's Emergency Application for Temporary Restraining Order and Motion for Preliminary Injunction ("Def. Mem.").

5. Mr. Cooper submitted the manuscript on December 30, 2019, to Ms. Ellen Knight, Senior Director for Records, Access, and Information Security Management at the National Security Council, the office responsible for conducting the prepublication review process for the NSC. *See* Letter from Charles J. Cooper to Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council (Dec. 30, 2019), Def. Mem. Ex. F

6. I undertook, in good faith, an exhaustive and lengthy iterative prepublication review process of my manuscript. Over the course of four months, Ms. Knight, who personally conducted the review with the assistance of a senior member of her staff, and I painstakingly reviewed the nearly 500-page manuscript through four waves of changes, page by page and often line by line. During that period, the book's announced publication date had to be pushed back twice.

7. Ms. Knight wrote on January 23 that my manuscript contained "significant amounts of classified information" and that she would provide "detailed guidance regarding next steps that should enable you to revise the manuscript and move forward as expeditiously as possible." *See*

Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Jan. 23, 2020), Def. Mem. Ex. H.

8. On January 26, the *New York Times* published an article purporting to describe passages from my manuscript that bore on the ongoing impeachment trial. I do not know who the source of that disclosure was. The government's baseless insinuation that I was the source of this disclosure to the press is completely and categorically false.

9. On February 7, Ms. Knight advised my counsel Mr. Cooper that "to further the iterative process, it would be most efficient for me to meet with your client to review each instance of classified information in detail." *See* Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Feb. 7, 2020), Def. Mem. Ex. I.

10. My first meeting with Ms. Knight, the NSC's senior career prepublication authority who personally conducted the intensive, four-month prepublication review, took place on February 21. During the meeting, which lasted four hours, Ms. Knight, as she described it, "reviewed the preliminary results of three chapters in the draft manuscript in detail with" me. *See* Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Feb. 24, 2020), Def. Mem. Ex. J. I took five pages of handwritten notes, as I and Ms. Knight discussed her specific concerns page by page, line by line, and sometimes word by word. Ms. Knight and her staff reviewed my notes and returned them to me unclassified and with redactions on February 24. A true and correct copy of the unclassified, redacted version of my notes from the February 21 meeting is attached as Def. Mem. Exhibit O.

11. On February 24, Ms. Knight wrote that the February 21 meeting had been "most productive," and she suggested that "it would be most helpful to the process if we hold one or more

following meetings . . . to discuss the remaining portions of the draft manuscript.” *See* Def. Mem. Ex. J.

12. I met with Ms. Knight three more times, on March 2 (approximately four hours), March 3 (over four hours), and March 4 (approximately three hours). In these meetings, we reviewed in meticulous detail each of Ms. Knight’s concerns in the remaining 11 chapters, and I produced 34 pages of handwritten notes. Ms. Knight reviewed my notes and returned them to me unclassified and with redactions on March 5. *See* Def. Mem. Ex. O. Following my notes and the guidance provided by Ms. Knight, I revised my manuscript, and by March 9 I had resubmitted all 14 chapters to begin the second round of the iterative review process.

13. I did not hear from Ms. Knight again until March 27, when she wrote: “I appreciate your efforts to address the classification concerns in the latest draft version you submitted. Many of the changes are satisfactory. However, additional edits are required to ensure the protection of national security information. To assist in making the additional required changes, I will provide a list of required edits and language substitutions to guide you in this next stage of revising the draft.” *See* Email from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to John Bolton, Former National Security Advisor, National Security Council (Mar. 27, 2020, 3:52 PM), Def. Mem. Ex. K. Her list amounted to 17 typed, single-spaced pages of comments, questions, suggestions of specific alternative language, and citations to publicly available source material. A true and correct copy of Ms. Knight’s unclassified March 27 list is attached as Def. Mem. Exhibit P.

14. I responded to all 17 pages on Monday, March 30, accepting the vast majority of Ms. Knight’s suggestions and proposing alternative solutions to others.

15. In a telephone conversation on April 13, Ms. Knight provided me her much shorter list of remaining concerns after reviewing my March 30 revisions. Our conversation resulted in entirely agreed-upon language changes, which were delivered to Ms. Knight the next day, April 14. During the April 13 call, Ms. Knight also said she would review the entire manuscript one more time, to recheck the issues previously resolved and ensure that she had not overlooked any.

16. That final review resulted in two further telephone calls, on April 21 and 24, in which Ms. Knight conveyed her final round of edits and some additional citations to publicly available sources. I promptly responded with the requested revisions, and on April 27, Ms. Knight, after clarifying one previously discussed edit, confirmed “that’s the last edit I really have to provide for you.” Thus, Ms. Knight confirmed that she did not believe the manuscript contained any classified information.

17. At the conclusion of the prepublication review process on April 27, I asked Ms. Knight when I could expect to receive the customary pro-forma letter confirming that the book contained no classified information and was cleared for publication. We even discussed whether the letter should be transmitted to me by electronic transmission or hard copy. During this same conversation, Ms. Knight described her “interaction” with unnamed others in the White House about the book as having “been very delicate,” and noted she had “some internal process considerations to work through.” She nonetheless thought the letter might be ready that afternoon but would “know more by the end of the day.” We also discussed whether the letter should be transmitted by electronic transmission and/or whether I should pick up a hard copy from Ms. Knight’s office.

18. My subsequent inquiries of Ms. Knight as to when I would receive the letter clearing the book for publication were answered with formal replies that she had nothing new to

report. I received my last communication from Ms. Knight on May 7. It became obvious that the White House had no intention of permitting Ms. Knight to issue the pro-forma clearance letter, but instead was attempting to run out the clock before the election by simply refusing to respond to my requests.

19. After receiving Ms. Knight's confirmation that the manuscript did not contain classified information on April 27, I so notified my publisher, Simon & Schuster, which thereafter scheduled the book for release on June 23, 2020.

20. Six weeks of silence from the NSC had passed when, on June 8, following press reports that the book would be published on June 23, John Eisenberg, Deputy White House Counsel and the NSC's counsel, wrote to my counsel, Mr. Cooper, claiming that the manuscript still contained classified information. *See* Letter from John Eisenberg, Legal Advisor, National Security Council, to Charles J. Cooper (Jun. 8, 2020), Def. Mem. Ex. L

21. Simon & Schuster has printed, bound, and shipped tens of thousands, if not hundreds of thousands, of copies of the book to booksellers across the country and internationally. For example, thousands of copies have been printed in Australia and the United Kingdom, and thousands of books have been shipped to Canada and India for sales in those countries beginning on June 23. A significant number of advance "review" copies of the book have also been provided to a select group of major newspapers and other mass audience outlets, and the book has been preordered by customers.

22. Under my contract with Simon & Schuster, I have no authority to prevent the book from being sold to the public. I lost such authority after Simon & Schuster accepted the book for publication, which occurred several weeks before Mr. Eisenberg's June 8 letter.

23. On June 16, the NSC provided me with a copy of the revised manuscript with wholesale redactions removing the portions it now claims are classified. The Government's redactions are extensive and sweeping, apparently eliminating passages describing or recounting a significant majority of the President's conversations with his advisors and with foreign leaders. The Government also redacted numerous passages portraying President Trump in an unflattering light. Along with the redacted copy, the Government sent a cover letter from Deputy Assistant to the President Michael J. Ellis, who asserted that the redactions were "based on [his] initial review." *See* Letter from Michael J. Ellis, Deputy Assistant to the President, to John R. Bolton (Jun. 16, 2020), Def. Mem. Ex. N.

24. At no point in the prepublication process did Ms. Knight, or anyone else at the NSC, suggest that any version of the manuscript contained Sensitive Compartmentalized Information ("SCI"). Prior to her approval of the manuscript on April 27, in both her written and oral communications with me, her sole concern was her view that earlier versions of the manuscript contained information classified at the Confidential, Secret, and Top Secret levels. Likewise, Mr. Eisenberg's letters of June 8 and June 10 and Mr. Ellis's letter of June 16 did not suggest that my book revealed SCI, nor did the complaint filed by the Government. The first time anyone ever suggested such a possibility was in General Nakasone's declaration of June 17.

I declare under penalty of perjury under the laws of the United States of America that the foregoing Declaration is true and correct to the best of my knowledge.

Executed on the 18th day of June, 2020.


John R. Bolton

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

JOHN R. BOLTON,

Defendant.

Civil Action No. 20-1580-RCL

**DECLARATION OF MICHAEL W. KIRK IN SUPPORT OF
DEFENDANT JOHN R. BOLTON'S OPPOSITION TO THE
UNITED STATES' EMERGENCY APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION**

Pursuant to 28 U.S.C. § 1746, I, Michael W. Kirk, hereby declare as follows:

1. I am counsel for Defendant John R. Bolton in the above-captioned matter. I am admitted to the bar of the District of Columbia and of the State of New York.
2. As Ambassador Bolton's counsel throughout the prepublication review of his book, *The Room Where It Happened: A White House Memoir*, I am familiar with the correspondence between various government officials and Ambassador Bolton or his attorneys relating to the book.
3. Attached as Exhibit E to Defendant's Combined Memorandum in Support of His Motion to Dismiss and in Opposition to Plaintiff's Emergency Application for Temporary Restraining Order and Motion for Preliminary Injunction ("Def. Mem.") is a true and correct copy of Email from Charles J. Cooper to Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council (Dec. 30, 2019, 11:34 AM).
4. Attached as Def. Mem. Exhibit F is a true and correct copy of Letter from Charles J. Cooper to Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council (Dec. 30, 2019).

5. Attached as Def. Mem. Exhibit G is a true and correct copy of Email from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Dec. 30, 2019, 2:50 PM).

6. Attached as Def. Mem. Exhibit H is a true and correct copy of Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Jan. 23, 2020).

7. Attached as Def. Mem. Exhibit I is a true and correct copy of Letter from Ellen Knight, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Feb. 7, 2020).

8. Attached as Def. Mem. Exhibit J is a true and correct copy of Letter from Ellen Knight, Senior Director, Senior Director for Records, Access, and Information Security Management, National Security Council, to Charles J. Cooper (Feb. 24, 2020).

9. Attached as Def. Mem. Exhibit K is a true and correct copy of Email from Ellen Knight, Senior Director, Senior Director for Records, Access, and Information Security Management, National Security Council, to John Bolton, Former National Security Advisor, National Security Council (Mar. 27, 2020, 3:52 PM).

10. Attached as Def. Mem. Exhibit L is a true and correct copy of Letter from John Eisenberg, Legal Advisor, National Security Council, to Charles J. Cooper (Jun. 8, 2020).

11. Attached as Def. Mem. Exhibit M is a true and correct copy of Letter from Charles J. Cooper to John Eisenberg, Legal Advisor, National Security Council (Jun. 10, 2020).

12. Attached as Def. Mem. Exhibit N is a true and correct copy of Letter from Michael J. Ellis, Deputy Assistant to the President, to John R. Bolton (Jun. 16, 2020).

I declare under penalty of perjury under the laws of the United States of America that the foregoing Declaration is true and correct to the best of my knowledge.

Executed on the 18th day of June, 2020.



Michael W. Kirk

EXHIBIT C

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

(U) SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement between

John Robert Bolton

and the United States.

(Name - Printed or Typed)

1. (U) Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 13526 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.
2. (U) I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.
3. (U) I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.
4. (U) In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or show it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.
5. (U) I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.
6. (U) I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
7. (U) I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorney's fees incurred by the United States Government may be assessed against me if I lose such action.
8. (U) I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.
9. (U) Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.
10. (U) Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns SCI and does not set forth such other

UNCLASSIFIED

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

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

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

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

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

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community; and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 403q(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Control Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

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

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

[Signature] 04/05/2018
Signature Date

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

WITNESS and ACCEPTANCE: [Signature] 04/05/2018
Signature Date

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

SI TK G HCS-P

(Special Access Programs by Initials Only)

[Redacted] John Robert Bolton EOP / WHO
SSN (See Notice Below) Printed or Typed Name Organization

BRIEF Date 04/05/2018
I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):
[Signature]
Signature of Individual Briefed

DEBRIEF Date 2/13/19
Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):
[Signature]
Signature of Individual Briefed

I certify that the briefing presented by me on the above date was in accordance with relevant SCI procedures.
[Signature] [Redacted]
Signature of Briefing/Debriefing Officer SSN (See notice below)
CARL L. KLINE EOP/OA/PSO
Printed or Typed Name Organization (Name and Address)

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

EXHIBIT D

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT**AN AGREEMENT BETWEEN****John Robert Bolton****AND THE UNITED STATES***(Name of Individual - Printed or typed)*


1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

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



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

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

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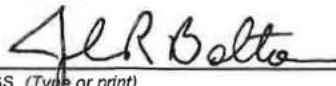
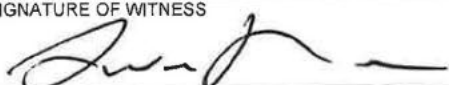
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

EOP/WHO

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

SECURITY DEBRIEFING ACKNOWLEDGEMENT

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

SIGNATURE OF EMPLOYEE 	DATE 9/13/19
NAME OF WITNESS (Type or print) DAVID M. JONES	SIGNATURE OF WITNESS 

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

EXHIBIT E

From: [Chuck Cooper](#)
To: [J. Knight Ellen \(ellen.j.knight@nsc.eop.gov\)](mailto:ellen.j.knight@nsc.eop.gov)
Bcc: [Chuck Cooper](#); [Michael W. Kirk](#)
Subject: Prepublication review of Ambassador John Bolton's book manuscript
Date: Monday, December 30, 2019 11:33:00 AM

Dear Ms. Knight,

I represent Ambassador John Bolton, and I understand from Mr. Michael Ellis that you are in charge of the office responsible for prepublication security review of materials submitted by former National Security Counsel officials. I would like to discuss with you the process for securely submitting for prepublication review a hard copy of the manuscript of a book that Mr. Bolton is preparing for publication. Please call me at your earliest convenience at the number below, or give me a number and time when it would be convenient for me to call you.

Many thanks,
Chuck Cooper

Charles J. Cooper
Cooper & Kirk, PLLC
1523 New Hampshire Ave., NW
Washington D.C., 20036
202-220-9660

EXHIBIT F

Cooper & Kirk

Lawyers

A Professional Limited Liability Company

1523 New Hampshire Avenue, N.W.

Washington, D.C. 20036

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

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

December 30, 2019

BY HAND

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

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

Dear Ms. Knight:

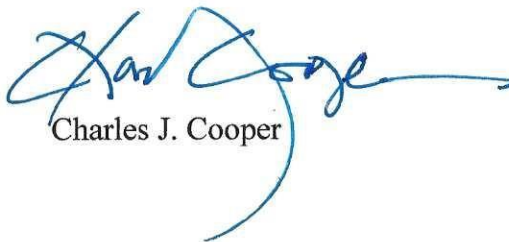
Thank you again for your helpful guidance in our telephone conversation earlier today concerning my submission, on behalf of Ambassador John Bolton, for prepublication security review of the enclosed manuscript of a book that he has prepared relating in large part to his service as National Security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

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

Ellen J. Knight
December 30, 2019
Page 2

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

Sincerely,



Charles J. Cooper

EXHIBIT G

From: [Knight, Ellen J. EOP/NSC](#)
To: [Chuck Cooper](#)
Subject: RE: Prepublication review of Ambassador John Bolton's book manuscript
Date: Monday, December 30, 2019 2:50:59 PM

Dear Mr. Cooper,

I have the manuscript in hand and we will begin the review process. I will be in-touch.

Thank you,
Ellen

Ellen J. Knight |Senior Director
Records Access and Information Security Management
National Security Council
Executive Office of the President
202.456.9206 (desk)
202.456.9201 (main office)
Ellen.j.knight@nsc.eop.gov

From: Chuck Cooper <ccooper@cooperkirk.com>
Sent: Monday, December 30, 2019 11:34 AM
To: Knight, Ellen J. EOP/NSC <Ellen.J.Knight@nsc.eop.gov>
Subject: [EXTERNAL] Prepublication review of Ambassador John Bolton's book manuscript

Dear Ms. Knight,

I represent Ambassador John Bolton, and I understand from Mr. Michael Ellis that you are in charge of the office responsible for prepublication security review of materials submitted by former National Security Counsel officials. I would like to discuss with you the process for securely submitting for prepublication review a hard copy of the manuscript of a book that Mr. Bolton is preparing for publication. Please call me at your earliest convenience at the number below, or give me a number and time when it would be convenient for me to call you.

Many thanks,
Chuck Cooper

Charles J. Cooper
Cooper & Kirk, PLLC
1523 New Hampshire Ave., NW
Washington D.C., 20036
202-220-9660

NOTICE: This e-mail is from the law firm of Cooper & Kirk, PLLC ("C&K"), and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail from your computer and do not copy or disclose it to anyone else. If you are not an existing client of C&K, do not

construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything to C&K in reply that you expect to be held in confidence. If you properly received this e-mail as a client, co-counsel or retained expert of C&K, you should maintain its contents in confidence in order to preserve any attorney-client or work product privilege that may be available to protect confidentiality.

EXHIBIT H

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

January 23, 2020

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

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

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

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

Sincerely,



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

EXHIBIT I

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

February 7, 2020

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

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ellen J. Knight".

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

EXHIBIT J

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

February 24, 2020

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

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

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

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

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

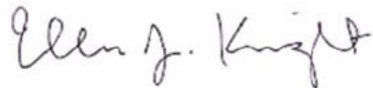
It became apparent during our meeting that it would be most helpful to the process if we hold one or more follow-on meetings. We agreed to meet again at my office to discuss the remaining portions of the draft manuscript. In order to ensure the safeguarding of identified classified

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Ellen J. Knight".

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

Enclosure: a/s

UNCLASSIFIED

- ①
1. can't leave up to the level of PRA →
 2. notes wise → signs or initials
 3. SCIF - they will work inside WH/NSC; leadership very aware of this;
 4. Book - not outside of the man
 - processed like other manuscripts
 - newness of the information; be more careful; no any info on foreign relations so POTUS can get into his functions
 - solely on classification review;
 - no one else knows what is in the book for Anne, etc.
- any info on NSC policy making - inner workings; who liked what; opinion - all fair; instances where it's my opinion - must be made clear; must show citations to open some materials
- parts of HOS calls / meetings - OK; recordings; we discuss these; problems - the quoting; paraphrase & speak at a higher level; need citations;
- outcomes of negotiations → 2 options → leadups - have to be noted; this reduces risk of referring to other agencies or govt.
- Ukrain - not a lot that's been declassified; no not much classified.
 - see you took steps towards, but they not move;
 - asking some changes as from any other writing;
 - reduce flow / loss of time; going to other agencies will slow things down;
 - NSC material;
 - military studies: actions not taken, must still be

2

UNCLASSIFIED

→ citation issue;
instead of saying do x → the allies questioned intelligence
we could

It's my assessment -
Israel

→ can do chapter-by-chapter.

XIV - p2 - take out the quotes
"red lie"

↳ at press conference;
learned later that

p3 Hecker quotes - It was my assessment that
Lenny strongly opposes;

It's the quotes

Hecker disavowed;

p3 Potomac - he promised me he would get hold of
me -

p5 - could paraphrase w/o quotes

p6 → generally quotes as per POTUS;

"Would it be good...."

p9 - Put quote - must change;

p12 - need a citation for red lie

bullet - "I judged"

p16 - red lie - citation; or say my assessment

2nd bullet -

will take a look at quotes;

if you feel mistaken about this;

UNCLASSIFIED

underlines
need a
citation

3

UNCLASSIFIED

p 17 -> if only he knew how long...
is this my opinion?

4, p 17-18 -> forged the 24 - early google - old
[redacted] -> maybe delete that

(1.4)(b), (1.4)(d)

<->

Chapter I - Syria - p 1 -> 9/1 - get citations,
could say it's the tweet.
April 13, 2018 - office of the press secretary
p 2 - Frame D with WHPress office ->
dated April 8;

p 3 - Russia - citations
Sedwell -
and planners tally
same as above.

(1.4)(c)

p 4 - UK Amb -> moving timeline
publicly - etc
May - too sensitive,

(1.4)(b), (1.4)(d)

<-> [redacted] approval via - the press?
Veritas itak -> over acknowledged publicly;

p 5 - May sensitivity;
Gover - opinion piece - the press re the
decision;

p 6 - Maura call;

my opinion;
media - proposed a Lubman approval

UNCLASSIFIED

UNCLASSIFIED

4

1st A
p 7 - proposed;
2nd A - who was the pers;
p 8 - [redacted] - related targets
red line - press statement;

(1.4)(a)

p 9 - 2x minutes;
DoD - press briefing Mattis & Dunford that
Funding risk;

(1.4)(c)

- Syria [redacted]
10 - translated
get press readout of the May Trump call;

(1.4)(b), (1.4)(d)

p 11 - Marwan - rail Pate [redacted]

p 11 - 40 SAM's attack

(1.4)(b), (1.4)(d)

p 12 - Marwan called [redacted]
is there a site;

II p 5 - other meddling - need cyber strategy etc
- briefing on the 2018 election;

p 11 - Dile - I'm OK w/ it
[p 12 - [redacted] → etc
[[redacted] - etc]

Matty - need etc;

p 13 - [redacted] - etc;

13 - etc the tally part thing;

p 15 - 2nd full A - etc

Khalid - last sentence re UNRWA funding;

p 16 - Syria make. need etc;

p 17 - etc → public knowledge

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p19 - Nominal → into W/H press release
dated Oct day use expelled US
Russian diplomats

there III
we
stamped →

→ p4 embassy to her causes damage to foreign relations;
quoting each other - negotiations is a no go;
don't embarrass the other leader.

(1.4)(b), (1.4)(d)

p6 - Xtra attal; →
into news report of the attal; →
p9 - Shia militia

III

p2 - Mar. a. Logo & -
my impression of what Al-Qaeda wanted rather than he said
we're in a different climate now - foreign relations;
not we're saying you can't say it
p5 - mbe stuff - decones;

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EXHIBIT K

Subject: Prepublication Review Edits for Pick-Up

From: Knight, Ellen J. EOP/NSC
Sent: Friday, March 27, 2020 3:52 PM
To: 'John R. Bolton' <jrboltonii@aol.com>
Cc: 'Christine Samuelian' <christine@fasfreedom.com>
Subject: Prepublication Review Edits for Pick-Up

Good afternoon Ambassador Bolton,

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

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

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

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

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

Thank you,
Ellen

Ellen J. Knight | Senior Director
Records Access and Information Security Management
National Security Council
Executive Office of the President
202.456.9206 (desk)
202.456.9201 (main office)
Ellen.j.knight@nsc.eop.gov

EXHIBIT L

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

June 8, 2020

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

SENT VIA ELECTRONIC MAIL TO CCOOPER@COOPERKIRK.COM

Dear Mr. Cooper:

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

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

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

Please contact me if you have any questions.

Sincerely,



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

EXHIBIT M

Cooper & Kirk

Lawyers

A Professional Limited Liability Company

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

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

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

June 10, 2020

Via Electronic Mail

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

Re: Prepublication review of Ambassador John Bolton's manuscript

Dear Mr. Eisenberg:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

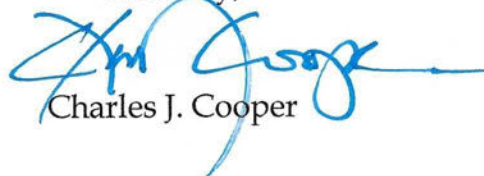
Bolton's full cooperation—even though the President repeatedly made clear throughout the review that he would seek to block the book's publication. Ambassador Bolton has fulfilled any lawful obligations he had under his nondisclosure agreements or otherwise.

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

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

I trust that this will conclude the matter.

Sincerely,



Charles J. Cooper

EXHIBIT N

NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20504

June 16, 2020

John R. Bolton
9107 Fernwood Road
Bethesda, Maryland 20817

SENT VIA HAND DELIVERY

Dear Mr. Bolton:

As you know, the pre-publication review process for your manuscript remains ongoing. To further that process, enclosed is a copy of the latest version of your manuscript with redactions identifying passages that, based on my initial review, appear to contain classified information.

As you and your counsel have been repeatedly informed, your manuscript in its current form is still not approved for public release and will not be approved until the pre-publication review process is complete. The manuscript still contains classified information. The review process required by the agreements you signed has not been completed. Dissemination of this manuscript in its current form would constitute a breach of your nondisclosure agreements and laws governing access to classified information and could have serious legal consequences.

I am available to meet with you to discuss the removal of classified information from the manuscript.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Ellis". The signature is stylized and includes a small circular mark above the "i" in "Ellis".

Michael J. Ellis
Deputy Assistant to the President and
Senior Director for Intelligence Programs

cc: Charles J. Cooper, Esq. (by email, w/o enclosure)

EXHIBIT O

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(C)

- 1. can't leave up the wall (up PRA) →
- 2. notes issue → dys or unclear
- 3. SCIF - they will work inside WH/NSC; leadership very aware of this;
- 4. Book - not outside of the room
 - processed like other memos/signs
 - newness of the information; be more careful; no any info on foreign relations → POTUS can execute his functions
 - policy classification review;
 - no one else knows what is in the book for Annex, etc;
 - any info on NSC policy making - minor modifications; who liked what; opinion - all fine; instances where it's my opinion - must be made clear; must show citations to open some materials
 - parts of HOS calls / notes - OK; rewording; can discuss those; problem - the quoting; paraphrase & speak at a higher level; need cites;
 - outcomes of negotiations → 2 options → leadups - have to be worked; this requires lots of referring to other agencies or govts.
 - Ukrain - a lot that's been declassified; so not much classified.
 - see you took steps towards, but they not move;
 - why some changes or from any other military;
 - reduce slow / loss of time; get to other agencies will slow things down;
 - NSC material;
 - military studies? others not taken; must still be

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2

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→ citation issue
instead of saying do X → the allies questioned whether
we could

It's my assessment -
I'm not
→ can do chapter-by-chapter.

XIV - p2 - take out the quotes
"red lie"

↳ at press conference
learned later that

p3 Hecker quotes - It was my assessment that
Henry strongly opposes;
It's the quotes

Hecker discussed;

p5 Patinkin - he promised me he would get hold of
me -

p5 - could paraphrase w/o quotes

p6 → generally quotes w/o for POTUS;

"Would it be bad..."

p9 - Patin quote - must change;

p12 - need a citation for red lie

booked - "I judged

p16 - red lie - citation; or say my assessment

2nd booked -

will take a look at quotes;

if you feel my tone is substantially;

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underlines
need a
citation

13

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p 17 -> if only he knew how close
is this my opinion?

4) p 17-18 -> forged the 2/4 - early google-able
[redacted] -> maybe delete that
->

(1.4)(b), (1.4)(d)

Chapter 2 - Syria - p 1 -> 9/1 - get citations;
could say it's the tweet.

they're April 13, 2018 - office of the press secretary
p 2 - France D with WHP news office ->
dated April 8;

p 3 - Russia - citations
Sedwell -
and planners tally
same as above.

(1.4)(c)

delete [redacted]
p 4 - for UK Amb -> many tweets
publicly - etc
May - too sensitive;

(1.4)(b), (1.4)(d)

-> [redacted] approval via - the press ->
Vijay's email -> over acknowledged publicly;
p 5 - May sensitivity;
General's opinion piece - the press re the
decision;

p 6 - Maura call;
my opinion;
inclusion - proved a belated approval

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4

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p 7 - 1st of 9
- proposed;
229 - who was the pers;

(1.4)(a)

p 8 - [redacted] - related targets
red line - press statement;

p 9 - 2x minutes;
DoD - press briefing Mattis & Dunford that
Ferdus night;

(1.4)(c)

- Syria [redacted]
10 - [redacted] - related
get press readout of the May Trump call;

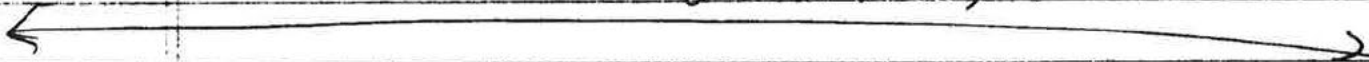
(1.4)(b), (1.4)(d)

p 11 - Marwan - said Pate [redacted]

p 11 - 40 SAM's attack

(1.4)(b), (1.4)(d)

p 12 - Marwan called [redacted] >
is there a cite;



II. p 5 - other meddling - need cyber strategy into
- briefing on the 2018 election;

p 11 - Doh - I'm not up to it

[p 12 - [redacted] - [redacted] - cite;
Villars - cite;

Matty - need cite;

p 13 - Villars - cite;

13 - cite the tally part thing;

p 15 - 2nd full 9 - cite

Knicker - last sentence re UNRWA funding;

p 16 - Syria number - need cite;

p 17 - cite -> public knowledge

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p19 - Nominal → into WH press release
dated that day use expelled 60
Russia diplomats

there III
and
examples →

→ p. 6 embassy to her causes damage to foreign relations;
quoting and other = negotiations is a no go,
don't embarrass the other leader.

(1.4)(b), (1.4)(d)

p 6 - Xtra attache;
into news report of the attache;
p 9 - Shia militia

III

p 2 - Mar. ca. logs -
my impression of what Al-Qaeda's pattern has been
we're in a different climate now = foreign relations;
not we're paying you and say it
p 5 - more stuff - decones;

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~~III~~

p1 #2 TP - delete quotes

#3 Abe - delete quotes;
cite & policy document;

p2 carryover - no ref to discussion workshop

(1.4)(d)

p4 China portions; citations;
in my mind

p5 #1 4 pillars - citations -
Mao - quotes re comprehensive

press conference
#2 - Trump quotes -
status for - pretty good idea

last # - Mao - brief;
my impression I read between the lines
E. Herin

p6 #1 I knew however that Trump felt Heroy
was Russian's captive

Marked free now
#2 Iran - need also

p7 #2 - May 5, 2018, re-start of Pres D - J. V. 's
Call of P - M - I - May of
the V - K -

#3 - Boris - citations;

#4 - DT of Xi quotes
carry over to p8 w/ Mao
uncomfortable

p8 follow up

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(for several months)

p 8 92 - forward ~~months~~

Press Briefing by N-S-A-J-B-

- 92

May 8, 2018

after 9/11
6.5

p 9 92 - = my ~~man~~
= ~~at~~ ~~at~~ ~~at~~

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IV

p1 #2 - Chaps suggested K50 -
what is citation;

my answer;
#3 - You - delete quote
action for action - 6-Party Talks
citation

p2 anyone -> timelines;
" was it ever said publicly ~~although~~
at this point in time, ~~Japan was president~~
Abe's position - does it matter the now;
- the context

#2 - Man-a-log - Does lead to method
discussed in log-study, ~~concern with~~
Abe repeated the log-study US-J points
to elude

p3 anyone - SK believed - my opinion
#1 - I wanted to explain my mistake;
SK was pursuing its own agenda, at that
we needed to protect our own interests
no quotes on a d.

Moon => ~~delete~~ OK
in my opinion
P & B delete quotes

#2 ~~contrary over schedule~~
~~we~~ we voted shortly, ~~St~~ voted more
T and M for specifics
they " ~~studies together~~ -> Moon speaks
send us a list

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next sentence - It's my opinion why it was done
diplomacy 101 -

Q2 - follow up further strategy about
Singapore; "likely" *
To manipulate - my opinion;
He told him he was tougher than Obama;

Q9 Q2 - CVID - cite

"in the pre-Singapore context,

let over my; don't say [redacted] agreed

Moan pulled him;

public Moan was optimistic; we all voted CVID;

KSU seemed amenable I

(1.4)(b), (1.4)(d)

the what
it was
public

(1.4)(b), (1.4)(d)

agree

→ explosion - my characterization, my assessment

p5

#1 - recount - how else to get the information
out - source this differently; that's the problem;

As we continued to talk, I had concerns about PRC
take things out completely

In discussions of allies - take notes out

Q2 - make reports - send to the IACM

By procedure ... information is OK

We knew from prior experience as in Iraq after
the first Gulf War - when

p6

2nd # - It was idea to engage / to our side of the table
keep things; get situation;

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p7
(1.4)(b), (1.4)(c)

LS Type
#1 - The South ... [redacted]
#2 - end of war - get into
A declar KW was ended was a key topic of
the discussion;

2nd return
originally thought it was NK's idea is OK,
but it really rested more on reunification;

p8
(1.4)(b)

#1 - take out with quotes
[redacted] speculated - "Mary thought, myself included,

p9

congress # -
cancellations of Singapore -
etc for Mon's renewal; they gave it to me
hard;

Yoshi - etc re cancellations

2nd full # - see if this was - the public domain;
see what SK's said about the mtg

p10

1st # - Abe-Memorial Day - paraphrase
by study positions

3rd # - explain more - the brackets;
2nd lie from letter re DPRK - Mon.
↳ my opinion of thought

that's only to
agree to
it,

p12

1st # → "so they could ... themselves feared"
strong US presence period, then revert to rest

#2 # EVID, advice shouldn't talk about
end of Korea War until after UN, which
he seemed amenable to my advice.

this is
the policy
I was to be

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p13 - #2 - Choy quote - ^{take} quotes
"where do Australia > India come from?"
Matth - it was his assessment + I beefed up all
big countries - the region - our position was
more broadly supported;

#3 - Moon - Singapore - delete or cite;
"I knew of ^{it} would be; could it not be
see what you're not saying;

p14 - #1 - Abe quote; paraphrase

#3 - Conte - cite (ab) Italy voted R to join (to G.)
Trump quotes - he changed ^{anymore} ~~assess~~

p17 - #4 - EU was the Chiz; he trotted out his old ^{line} ~~trick~~
2 d # - which he attributed to Chinese pressure
Balchukha - paraphrase

p18 carry over # - Chia / border - get a cite
M still had an interest - coming to S
OK up to someone;
Had I certainly knew we weren't by any way to try;
It should've been apparent to him he wasn't going
to come - he wasn't in the right country;

p15 - 1st # - whole book - ad-felt
21 through the book -

#3 - Trump Moon - quotes -> paraphrase
Abe - Trump - delete

(1.4)(b), (1.4)(d)

p22 #3 - Youli - covered - my assessment
p23 #1 - was Xi's comment publicly known
(we said it to a lot of countries)

take it out of the story

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(Pentagon analysts)

analysts - 2 sentences -

#4 - One... for obvious reasons;
removal -> we prioritize details;

Temporarily... election - OK

focus on our priorities;

p24 - 1st # - get above higher level

"until we had a... hence..."

(1.4)(b), (1.4)(c), (1.4)(d)

"compared to [redacted]"

2nd # - Chng "...." delete quite

regrettable - go into the - need state

p25 - 1st # - "This was... in leverage"

delete - source

China - ate? public commentary

KORUS - postponed;

↳

later postponed for other reasons and later
revised on [state]

2nd # - take quotes out

3rd # - 8/2/98 - press briefing

p26 - compare # - I look forward to seeing you soon - cite

2 - "to trade... reciprocity"

steps the North and take on the nuclear program

(1.4)(b), (1.4)(d)

- KYC [redacted] - would ever made public;

(1.4)(b), (1.4)(d)

existence of [redacted];

p27 - my script... I made it up - an attempt to get
his attention; write it up;

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p.28-29 (M-T - take quotes out; higher level)

3rd 9 - ~~with~~ KSV letter - 9/10 - get into

p25 - 92 - get some into; work is my assessment -
delete Youl: Chugi

93 Mattis opinion -

all signs pointed to the fact that our readiness
was declining

Mattis continued to be concerned

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(1.4)(d)

p1 #44 - [redacted] Helmi T had reservations

p2-4 Put - conversation

Division notes - cite

p4 #1 politically toxic - delete quote

p5 Merkel - quote - take out quote

p6 #1 - Stoltenberg conversation - take out quotes/paragraph

p7 #1 - like Trump - my opinion - it's OK

#3 - "may be essential" - get cite

p8 #1 - get press transcript -> July 11

#2-3 -> Stoltenberg mtg;

-> I thought he was endorsed by / for POTUS;

p9 #1 - Merkel / Macron - cite or control by Russia
use paraphrase;

p10 #3-4 Trump - look for cites or paraphrase;
p11

p11 #3 - OK "while they agreed"
Rutte - is there a citation?

p12 caregiver R - T quotes

p13 #3-4 - #3 paraphrase Maj; 2nd name is OK;
#4 -

release => March 26, 2018

"Statement from the Press Secretary to the
Expulsion of Russian Intelligence Officers"
needs add on signature

p14 #1 - "there's none..." OK

#1 - concluding paragraph - get cite

p14 #3 - Netanyahu calls, no quotes, high level;
p. 10
paraphrase - where does 250,000 come from?

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p16
p17
p18

Q3 - phosphate put on trade
Q2 - Put - phosphate;
Q1-2 - need it;

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p2 canyon A - Potomac - "reflects" "compliance"
A2 - a merit that -> shows it is my opinion
New START - into the treaty

p3 - last line Stoloberg - paraphrase

p4 - A4 - OK re many
into for Jim Williams

p6 - 2nd A - very corrupt

3rd A - Shoygu - paraphrase;

(1.4)(a), (1.4)(b), (1.4)(c) p7 - p to quote - we don't have [redacted] plans; need

p7 - A1 into for P threatening other countries
↳ into

A2 - into on R tactical miles;

A3 - from IP comments

p8 - canyon A - take quotes out

A2 - acceptz miles - explain;

my assessment; last few sentences

A3 - Hecker - delay; delete his quotes

p9 - canyon - P paraphrase

~~A2~~ paragraph 2

(1.4)(c) p10 - A2 - [redacted] - get a into for it;

we've no longer need to verify the territory;

(1.4)(c) p11 - A2 - [redacted] - table this one;

4 countries - into to the strategy

p12 - A3 - DoD authority

p13 - A2 - into for D.O.

p14 - A3 - press release (see above) - explicitly say that;

p15 - A2 - [redacted]

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(14)(b), (14)(d) delete [redacted] reference;

(14)(b), (14)(d) #1 letter - [redacted]

p16 #2 - get a citation on take out quote word "no compromise"

(14)(b), (14)(d) #4 - delete [redacted]

(14)(a), (14)(b), (14)(d) delete [redacted] ntg - it was just his strategizing

p17 #2 - At V conf and the rest of [redacted] his book

p18 - #1 - allies

(14)(b), (14)(d) delete [redacted]

paraphrase T & B
T asked if he Kurds were responsible.

19 - #1 - Sader's press statement - find cites;

#3 - CIA - get citation; Portugal - DSD press release
p22 canyon # - get citation green & blue

(14)(a), (14)(b), (14)(d) #2 - "the paper ... come from" delete
secret to look he - [redacted] yes - would come - the future;

CT platform - OK

p24 #3 - execute order

p25 #2 - draft statement

#4 - into State of the Union;

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p 8 Puti - take the quotes at
p 12 p 2 - Monon - get ab

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3/3

① → say somewhere how I ^(explain) get all this information

IX

p1

95 → who he has said → get a cite →
"Modina has to go"

L.S - interview - Venezuela

consider all necessary means

p2

93 - Cubas / Guaido → cite ^② Political Cubas as they

94 - attol & me → cite → do it once,

p3

1st 2 99

92 → line production as low as possible

Guaido - fully supportive - get cite;
last sentence - get cite;

93 - OK / do aquat

p4

91 → DT → A 1st sentence the full last rope of getting

last sentence - is OK explain more

p3 - collection - get it

Podria / Ameyas cite ←

or don't name names

p4 - Cubas - Russia - get cite

what I said
at the sticks

SEBIN DG
interviews to
the Press

p6 - 91 - "The Opp behind - cite

Jeremy Hunt - cite

Pompeo - collection - cite OK

92 - Podria - tally to Opponthe - get cite

93 - get the letters out; "find out if they were
dog's - "recommend"

(1.4)(b), (1.4)(d)

p5

91 -

don't say

look for guarantees from the Opponthe;
look for concessions the Opponthe
(couldn't give)

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Ridlin - re Natl Assembly - cite;

92 - orders not to do mil planning - cite;

talk about option which Rubio deflected;

I didn't believe mil option wasn't feasible;

for any mil option the Pentagon would have to start

at square one;

↳ cite to

93 - Guaido's words - at his public remarks the next day;

94 - reports of collection - although over 10 - who

killed 4 people - delete "although" [redacted]

(1.4)(b)

p7

91 - spell Elliott Engel correctly;

92 - Araya - Pongos - add sentence; as we were of all

Venezuelans we were meeting

last sentence - Guaido quote - get into

93 - VZ 'mil att' - get cite; "meeting" - new

sentence to have him help out; 501

p8

92 - last 2 sentences ^{Opposition} - no cite possible
anyone & ~~quote~~ delete quotes around dips;

93 - quotes have to be paraphrased;

↳ look at readout of call

what Guaido said at the rally;

p9

91 - CITGO - w/ Guaido to prevent Maduro control
we shared Guaido's objective to not allow that

92 - speech of R, C - get into

93 - Bolsonaropouta - get into

p10

91 - break into 2 home - get into

C operators

↳ speaking to people - get into

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Q2 - G believed in aid - uto
Modno entrance JB - get uto

Q3 - ∇ my agreed;
Cal Amb - opinion OK

Q4 - growing influence, my opinion
p11 Q1 Suarez Chemo - uto - say it didn't happen
Q2 - M house - uto

Goston - uto - all her republic knowledge,
p12 canyon # - ll 4-6 Penones - get uto;

Q1 - how G got across - uto

Q2 - last sentence - defections - get uto;

Q3 - Penones - get uto;

Q3 - N6 defection;

delete [redacted] reported

canyon Columbus feet - Opp feeling;

p13 - Q2 - 500 - uto? speculated to be done

Q3 - I got hold - no need for uto

Q4 - more sentences -> all three were done

p14 canyon - Univ. of Missouri; get uto

dead - these protests -> uto

Q 1 - IMF - OK

get uto for my statement

Q2 - Iron del - get uto;

last sentence ∇ DOJ info - uto

IADB - get uto

Q3 - last sentence - Opp reports

p15 - 1st Q - words sentences - get uto

4th Q - 1st sentence - from the Opp

(1.4)(d)

p23

p14 canyon - Cubans -

Q1 - lines - OK

Q2 -> interdiction - did DT say this publicly?

p17 canyon Q - last 2 sentences - OK

Q1 -> delete [redacted]

Q2 -> say "D" the Opposite plan;
sixties from bottom of Q - Russia -

delete " [redacted] - alternate source;

last 2 sentences - take the quotes out ->

p18 - Q1 - Los Rosales telled re Cubans - public? ->
cite & delete quotes;

Q4 - Padina Q -> A - get into

50 tweets - start quote at "WTO"

p19 - Q1 - SSC - cite after D collapses

Q2 - opposite - [redacted] "ray home"

Q4 - 2 lines from bottom;

p20 - canyon Q - Figueroa - C - F into his interview

My opinion the sequence - Opp told us;

was that the [redacted] -> get JB into what was to happen;
take the request - mod about me

what Opp said -> what we later learned from [redacted]

p21 - canyon Q - delete [redacted];

Q1 -> Q2 -> Christopher interview

fog of war;

C - half of what Opp believed; "I believed"

all evidence pointed to C."

p22 Q1 - who did D's labor surveillance - police state
surveillance;

into to F&D Tvera;

why they were so worried;

Q4 - arrests - what Opp feared; fear of congressional arrests

(1.4)(d)

(1.4)(b), (1.4)(d)

(1.4)(b)

(1.4)(b)

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(24)

- p23 -
surveys #
Putri - paraphrase
#1 - MADA - ICA C - met - my office; said to me
negotiations - timeline
forecast - no info needed
- #2 - would naturally be more concerned;
- #3 - Modino as Cheney success - etc;
looking bad - - - it's dead to me & saw him a
more recallable.

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X

p1 Q3 - intel services - get into

p2 Q1 - get into - NSS;
as I said - specifics - mostly C's transportation
over the years;

Q4 - FOIP - State Dept memo paper 11/3/190 - State

p3 Q2 T E - indents;
- cites;

Q3 - paraphrase - X: > T

p4 Q1 = Harrell data - cite?

p5 - caregiver - ZTE - still montary
smaller file - get into

Q1 - delete evidence - deo logic to T's theory

Q2 - T at UNSC - into

3 - Pen speed - into

p6 → Q2 - Yong - paraphrase

p7 - Dine -

Q1 - 100-yr month - into P. Salby book

Q2 - all OK → paraphrase generally;

p8 - Q2 - substantiated progress - get into

Q3 - all of this in - the pers; by POTUS at others;
delete Liu and the room.

p9 - Q1 - T says quote - get into;

he wants to for into say - say here - although I
can't quote it directly, the words were explicit & I thought
merged in context; it was clear to me;
trying to say roles for pol support
rest of the conversation

p10 - Q2 - Europe

p11 - Q2 - Harrell - into

(14)(b), (14)(c), (14)(d)

p12 - reduce

say something about whether for
to be true but

24

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- Q 1 - Huawei - OK - etc
- Q 2 - sites for Japan, Australia & NZ; ^{see notes}
- Q 3 - Ch detainee people - etc
Christie - etc

WKA

p13

Q 1 - paraphrase.

p14

Q 2 - paraphrase;

Q 3 - Xinhuu - job status;

p15

Q 1 - how we sanctioned Ch & Uighurs?

Q 3 - which by my estimate generated etc ...

T - paraphrase;

p16

Q 4 - Xi - paraphrase

conyore - is there a etc.

shub by matter half is OK

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25

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XI

p1 Q2 - ats for "another letter"
paragraph T

p2 Mar Q3 - T-paragraph

p3 Q1 "another vague commitment that NK would
denuclearize"

p4 Q1 - it was publicly well known that the DPRK
had given up the ICBMs. North was promising

p5 - paragraph part
over into p7 to "With that the DPRK's trust that
↳ spell out "it was clear to the world he was
willing to work any;

p8 - Q1 - get ats for the reprisals;
+ W & Po - initials

Q2 - paragraph -

p9 Q1 Choe Sa Hui - get ats;
delete Chug quotes;

We observed M continuing to press this

Q2 - whether the US should do more...

another encounter & press on him, but which he later do

p11 Q1 - look for ats to "full & fair reimbursement of our
costs"

Q3 - Moon - paragraph;

p12 QA-1-3 #5 letters -> as the #1 re public; drawings
→ careful re of you

p13 - Q1 - paragraph

Q2 - Abe paragraph

Q3 - exact times of calls? delete

Q4 - same point

Q5 - ats for "projectiles"

p14 - Q1 Abe - paragraph

Q2 Moon - paragraph + ats on food aid - who was
blocking it

(26)

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#3 - cite for more missile launch

(1.4)(b)

p15

#2 - but the contrary [redacted] - cite on something
the news was no doubt - Syria

(1.4)(b)

don't use [redacted]

p16

#2 - ABC, B/T - say it's my opinion

#3 - paraphrase ABC -

(1.4)(b), (1.4)(d)

"one of [redacted]" - say a lot of things

#4 - T - paraphrase;

p17

anyone - Trump - I and others advised DT strongly
to keep Moos out;

#2 - we hadn't figured out how to limit Moos's
attendance or something like that
how to prevent or just a KJU-DT but later;

p18

#1 - #2 - #3 - paraphrase

all p19 - 1/2 p20.

all p20. though the link

p21

#1 letter KJU - get cite

characteristics described before!

p22

#1 - w/ demand from the K Penonville; he feared similar to Iraq, Syria, etc

p23

#2.5 bullet - get a cite

#3 - get cite for 65 treaty and other actions by J. D. SR.

p24

anyone # - get cite

I check my assessment

#2 - my miss;

At the time, I was ready

I should only write the end of...

p24

anyone # - more cite for the actions

#1 - GROMA - they should check it out

what do they say - what do we say;
get R eye quotes that describe it

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(27)

convene 9.

p25

SKSC - ites for all of these activities

91 - ites for launch of 2 more SRBM's

92 - get the # out

p26

convene 9 - ites removed from white list

91 - purchase - Battelge

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XII.

p1

Q2 - Quid Fane - get it

Q4 - the legitimate issue of the taking action etc
Iran influence - get it

p2

campaign - truly its orders - its

Q1 - Temp announcement - need it

Q4

Q1 - Saudi basis from oil below market price - get it

(1.4)(b), (1.4)(d)

Q2 - [redacted] and boost production -

(1.4)(b), (1.4)(d)

be vague; ME allies;
[80 get [redacted] out of the issues]

p3

BT people started to talk about it

p4

Q1 - paraphrase T

Q2 - Saudi the Linn - get it
my statement - get it;

Q3 - more narrative - get it
Rohani - get it
letter to Putin - get it

p8

Q2 - "the various threats"

Q3 - cite to Temp's remarks - W/A pre-announced

p9

Q2 - I was [the Saudis] to pay for it

Q2 - (nature very early) [redacted]

Q3 - cause was? get it
US personnel - CENTCOM announced

p10

Q2 - delete Pompeo's sentence,

Q3 - Saudi denials - get it

(1.4)(b), (1.4)(d)

allies were watching - [redacted]

We consulted w/ all our allies & they tell us the

Iran dissemination campaign;

pictures - where did we get that; OK;

some statement on the cause to get the details;

Q3 - cryptanalysis - re trace;

Q4 - knowledge still incomplete - although our [redacted] still [redacted]

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p17
(1.4)(b), (1.4)(d)
p18

#13 paragraph 4th relayed
canyon - [redacted] use information
EENTCOM website -

#2 - cite on the file of the mine removal;

#3 - paragraph Khomaei

Go to target [redacted] & may take

STOA

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320

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25
~~12~~

Q1- wd delay things & ultimately we never called
never went any further;

Q2- one commentator - get cite;

p 26

congress - CTA →

action when MP was Director

Q4- what Pompeo paraphrased to me as
leave quote -;

p 28

congress Q1 - morning pattern; can we show Boasa
[redacted] etc;

(1.4)(a), (1.4)(b), (1.4)(d)

down to 2 sites & anything - public;
"we had already gone to targets."

Q2 - Rod Paul - who did we hear it from
get public cite;

lost 4 lines - get cite;

Q3 - the Israeli raid - cite;

Nitongfu speech at UN in 2018 & 2019;

p 29

congress - some part

Q2 - 2 of sentences - cite;

(1.4)(b), (1.4)(d)

Q1 - Major making [redacted] had:

p. 30

↳ make clear we are not speaking on his behalf

lost 3 lines - Milley - quote OK - where is this
coming from? he's wiffy again...

He's correct too, although I had understood that
he was referring to

Q2 - M much in negotiating; w/o NSC consultation
or knowledge

lost 3 lines: "M quote - say to explicitly?
how to make concessions, saying they wanted
to make concessions;

(1.4)(b), (1.4)(d)

dismissed easy sentences - don't say [redacted]
no hard agreement but Trump seemed to be leaning

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p 30 p 31

shows why P 2 I agreed pulled back
P 3 - J quotes look at paraphrase;
wandering on the decision
clear he didn't understand report of turning
sessions on and off;

p 31

compare P - etc;

P 2 - get cites on Iran parties or paraphrase Bonne;
"I'm ready to start" ... blank;
had to take B out: pre-published process;
the ... etc;

p 32

P 3 - Paul / Zang - get etc;
compare P - reproduce Paul Paul - get etc;
P 1 - Macron ashes; T says what to think
T - how to say this; Macron what I
have taken out: pre-
published;

Pompeo & I discussed Macron's interference;
↳ involvement

p 33

JRS → P 3 → parody - the call turned to me;
compare P, last sentence; my assessment;
P 1 - drone - get etc;
information was still coming in
P 4 - last 1 1/2 hrs; T - don't quote;
P 5 - support for Russia in 6-7 - get etc;
"were considering"

p 34

compare P - get cites or don't quote
social exchng
P 1 - Israeli strike - has this been acknowledged
by Israel - get etc;
P 4 - some poll

31

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p35

Q - Is mail up - some post

@ 2 references to line of credit;
↳ is there a note for this

financial proposal from France;

Q2 - L.2 Mayon; LOC - asked financial relief
wasn't ~~ok~~ ok;

p36

congress Q - Lutz 2 lines

I believed some Israelis
something; I believed agitated Israeli efforts
which made P live.

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general → could looking backwards not forward
CT platform as a historical matter; also ~~not~~ not tied to [redacted] level;

(1.4)(a), (1.4)(b), (1.4)(d)

Q 2 - we all had the USG/Admi for us it had to be "conditions based" period then explain what it means to me - 3 parts; last 2 lines; - brought us time to maintain a sustainable CT platform;

p2

Q 3 → 3 mentions of CT platform 1st mention - ~~maintain our capabilities~~ maintain our capabilities
CT capabilities

transition from the current force levels to lower ones;

how it and work of new members in practice; if implemented;

Portugal was proposing; how to move from the current to the proposed new terms

OK to content of Karyon ^{computer level of Afghan} officials raising rather than complaining; "that the reduction... the whatnots" details [redacted] is OK;

(1.4)(b), (1.4)(d)

Q 3 - 1st sentence; Afghan is ideal

p3

Q 1 - CT - capabilities Nigeria - are these ## public 10 bullets - get it to for #

Q 3 - "keep a sufficient... will drawy entirely" this is all my opinion; use capabilities

p4

Q 3 - "The US would not be... CT platform," in Trump's mind you maintain a sustainable program, US was negotiating not completely of drawing from Af and keep a CT capability

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kept where it is at that point - time
p4 Q1 for of drawal. Likelihood T would meet these conditions; my view was slim, and ∴ CT capability was at risk;

p5 → anyone - speculation it was about to announce a deal; Esper rightly concerned w/ how CT capability would be actually function - reality;

Q1 - "...weren't get OS pieces... agreed w/ - staff" this was - the content of where we were; how to reach USG agreements among the various strands from DoD, State POTUS, etc; disconnected - USG internal thinking; not to lose the CT capability; too much focus on gov - & 2eq

Q3 - CT platform
p6 Q1 - L5 - CT platform
balance of drawal w/ CT platform
Lindsay G / Gail K
what does this actually mean;

Q3 - L3 condition based
w/ Marked R's & messenger
last line T didn't like [redacted]

(1.4)(d)

T's perception of G's personal wealth that was actually K. Boyan's

(1.4)(d)

p7 - anyone - T - crazy like [redacted]
Q1 - Merkel (Ukraine) what did we say before?
Q3 - L1 "let's make... a million pieces"

some sort of shulga
anyway -
what I understood to mean [breach of the deal]
can't repeat

last line over him - delete;

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p8 Q1 - L5-L7 - "the proposed level ... inserted on it"
Q4 last line CT platform w/o deal
monitor a CT capability

p10 - ~~Wahyana~~

Q1 - whether or not T liked [redacted] - whether T's view
to [redacted]

(1.4)(d)

(1.4)(d)

p9 - Q1 - we ~~sets~~ monitor a CT capability
L. 6 to end of Q - don't take to DoD
those who voted a deal as we right-sig adjusted
our presence;

Q2 - citation to 8600 page what T was now using

(1.4)(b), (1.4)(d)

L5-L9 - this is my analysis [redacted]

L10: interview at Kelmeade - get to
Q3 - last 2 lines [redacted] steady, walk

(1.4)(d)

(1.4)(d)

p10 Q2 - "like [redacted] -> delete;

(1.4)(g)

p11 -> Q2 -> Remove not going; delete for [redacted] purposes";
Q3 -> T's other attach -> get other;

p12 - canyon - speculation on who rec'd copy to DC;
BAA/PA

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EXHIBIT P

Prepublication Review for NSC Access Case 190762
List of Required Edits Prepared for Ambassador John R. Bolton

HAND-DELIVERED TO COURIER ON MARCH 27, 2020

**Note: Italicized findings are suggested grammatical/spelling edits and are not related to security classification determinations.*

Chapter 1

- ✓ Pg. 2, 1st full paragraph, 5th sentence – Option 1: delete 12th and 13th words and replace with “giving strong consideration to participating” so the sentence reads: “to say France was giving strong consideration to participating in a...” OR Option 2: delete everything after “say France” and add “wanted to coordinate a joint response.”
- ✓ Pg. 3, 2nd full paragraph, 5th sentence – Delete 11th-15th words and replace with “considering joining the” so the sentence reads: “France and Britain were considering joining the response...”
- ✓ Pg. 3, 2nd full paragraph, 7th sentence – Add “I spoke to” to the beginning
- ✓ Pg. 3, bottom/carryover paragraph, 4th and 5th sentences – Please edit so as to not speak for the foreign side and not use quotes. Delete quotes in 4th sentence. Replace beginning of 5th sentence to read, “I deduced from my call with Sedwill that Britain’s view likely was that our objective should be that our next use...”
- ✓ Pg. 4, 2nd full paragraph, 9th sentence – Delete 22nd word and replace with “building”; delete 24th word; add “potentially” after “coalition” so the sentence reads “were building a coalition potentially with Britain and France...” AND add “pending a final decision” at the end of the sentence so it reads “were already talking pending a final decision.”
- ✓ Pg. 5, 2nd full paragraph, 4th sentence – Delete everything after “desire to act” and add “soon” so sentence reads “desire to act soon.”
- ✓ Pg. 5, 2nd full paragraph, 5th sentence – Delete 4th word and replace with “the” and delete the five words in the parentheses so the sentence reads “He also raised the attack earlier on Monday...”
- M ✓ Pg. 6, 2nd full paragraph – Option 1: Delete 2nd-4th sentences OR Option 2: rephrase to your opinion if you wish to keep the history, for example: “Sedwill again pressed on the timing, and I later wondered if May was cognizant of the domestic political pressures that would occur when Parliament came back into session the following week. Former PM Cameron had failed to obtain House of Commons approval...” and keep footnote 13, BUT delete the first sentence of the footnote.
- M ✓ Pg. 6, 2nd full paragraph, 6th sentence – Delete everything after “May and Trump spoke” AND delete the first three words of the 7th sentence so it reads “When May and Trump spoke, Trump seemed...”
- ✓ Pg. 7, 1st full paragraph, 4th sentence – Option 1: Add “Public reporting provided enough” to the beginning of the sentence OR add “in public reporting” after “increasingly clear”
- ✓ Pg. 8, top/carryover paragraph, 2nd full sentence – After “too long”, add “, an assertion he earlier stated publicly.”
- ✓ Pg. 8, top/carryover paragraph, 9th full sentence – Add “It seemed” to the beginning of the sentence and delete the quotation marks throughout
- ✓ Pg. 8, 1st full paragraph, 1st sentence – Add “proposed” or “possible” after “(1) a” AND add “option” after “attack” so it reads “(1) a proposed three-way attack option...”
- ✓ Pg. 8, bottom/carryover paragraph, 3rd sentence – Delete first 8 words and replace with “Erdogan seemed to avoid any commitment to join U.S. strike plans...”
- ✓ Pg. 9, top/carryover paragraph, last sentence – Delete quotation marks
- ✓ Pg. 9, 1st full paragraph, 3rd sentence – Delete the remainder of the sentence after the word “measured”
- ✓ Pg. 9, 1st full paragraph, 4th sentence – Delete “as I did Kalin’s report on” and replace with “along with”.

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✓ Pg. 10, 1st full paragraph, 1st sentence – Delete 9 words after “Britain and France,” AND insert “has impressed upon us their desire to strike” so it reads “Britain and France has impressed upon us their desire to strike sooner...”

✓ Pg. 10, 1st full paragraph, 4th sentence – Delete 5th word and replace with “recommending” so it reads “Mattis was recommending...”

✓ Pg. 10, 2nd full paragraph, 4th sentence – Add a citation for “but in several other cases since April 2017, and others where we were less sure” (could be an NGO or similar organization that tracks such events)

✓ Pg. 12, top/carryover paragraph, last sentence – Delete 35th and 36th word and replace with “discussed” so it reads “had already discussed...”

✓ Pg. 14, 1st full paragraph, 4th sentence – Delete 23rd and 24th words and replace with “some of us” AND delete quotation marks so it reads “which even some of us through was ridiculous.”

Chapter 2

✓ Pg. 1, 1st full paragraph – there’s an extra “s” in “cases” – should be “case studies”

✓ Pg. 2, 3rd full paragraph – “principal” should be “principle”

✓ Pg. 5, 1st full paragraph – “endear” should be “endeared”

✓ Pg. 13, top/carryover paragraph – “dates” should be “days”

✓ Pg. 13, Footnotes 17 and 18 list the same source. You only need it once.

✓ Pg. 17, 5th full paragraph, 7th sentence – Add a citation for “that Seoul had paid Pyongyang’s costs” (can be a news article)

✓ Pg. 18, bottom/carryover paragraph – there’s an unnecessary hyphen in “Dean Acheson”

✓ Pg. 19, 4th paragraph, 3rd sentence – Add a citation for “undeclared Russian intelligence agents” (there’s a BBC story that characterizing the individuals this way)

✓ Pg. 23, 3rd full paragraph, 4th sentence- Delete “meaning” and replace with “which I took to mean”

Chapter 3

M ✓ Pg. 1, 2nd paragraph, 6th sentence – Add “alluded to the fact that” after “talking point that” so it reads, “by a talking point that alluded to the fact that we had...”

✓ Pg. 3, top/carryover paragraph – Delete “at Friday’s” and replace with “on Friday”, delete 11th word, and delete 14th word, so it reads, “to everyone on Friday, including USUN...”

✓ Pg. 5, top/carryover paragraph – Add “[on trade]” to the end so sentence reads “cold-blooded killers [on trade].”

✓ Pg. 7, top/carryover paragraph, last sentence – Delete direct quote from Merkel. Replace with “Merkel finally said he could do what he wanted because he was a free man.”

M ✓ Pg. 7, 1st full paragraph, 6th sentence – Add “alleged” between “another” and “Israeli”

M ✓ Pg. 8, 2nd full paragraph, 2nd sentence – Delete first 5 words and replace with “To follow-up on”

M ✓ Pg. 8, 2nd full paragraph, 4th sentence – Delete 10th word and replace “was” with “had weaknesses” so it reads “understood how the existing deal had weaknesses...”

✓ Pg. 9, 1st full paragraph, 1st sentence – Delete 7th and 8th words and replace with “follow-up”

Chapter 4

✓ Pg. 1, bottom paragraph, 3rd sentence – ~~Delete this sentence~~ unless you can better explain how you learned this and add a citation if possible

✓ Pg. 1, bottom paragraph, 5th sentence – Add “from my estimates” to the end of the sentence so it reads “U.S. national interests from my estimates.”

✓ Pg. 1, bottom paragraph, 6th sentence – Add “in my opinion” to the end of the sentence so it reads “not substance in my opinion.”

✓ Pg. 1, bottom paragraph, 8th sentence – Delete everything after “Trump that” and add “no deal could occur without greater coordination with Moon Jae-in to ensure a cohesive stance.”

M Pg. 1, bottom paragraph, 9th sentence – After “I wanted to” add “preserve the ROK and our positive relationship with by avoiding” so it reads “I wanted to preserve the ROK and our positive relationship by avoiding the headline...” (change “avoid” to “avoiding”)

O Pg. 2, 1st full paragraph – Add citations for all the timeframes mentioned – “no longer than two years” and “only six-to-nine months” (in 10th sentence)

M Pg. 2, 3rd full paragraph, 1st and 2nd sentences – Add a citation for the item referenced in 25th (italicized) and 26th words OR delete everything after “North Korea’s nuclear program” and go straight to 3rd sentence

M Pg. 3, 2nd full paragraph, 3rd sentence – Add “always” after “was not” so it reads “was not always ours.”

M Pg. 3, 2nd full paragraph, 4th sentence – Add “while considering those of our allies” at the end *this is your opinion*

M Pg. 4, 1st full paragraph, 1st sentence – Delete 17th-21st words and replace with “a timeframe” so it reads “agreeably close to a timeframe I had suggested...”

M Pg. 4, 1st full paragraph, 9th sentence – Delete everything after “Mar-a-Lago” and replace with “to contrast Moon’s over-optimistic perspective.”

M Pg. 4, 1st full paragraph, 11th sentence – Add “he” or maybe even “Trump” to make sentence clearer - “Abe stressed to Trump that Trump was more...”

M Pg. 5, Footnote 11 – “2206” should be “2006”

M Pg. 6, top/carryover paragraph – “sit” should be “site”

M Pg. 6, 1st full paragraph, 3rd sentence – End sentence after “key information”

M Pg. 6, 1st full paragraph, new 4th sentence – Start new sentence with “Nuclear experts...” AND add “as was common practice” after “significant conclusions” or some sort of language that shows this was not a unique situation but a known info-gathering technique applied to other weapons program.

M Pg. 6, 1st full paragraph – Again to show this is a known info-gathering technique, move the sentence that begins “We knew from IAEA’s experience” to directly after the new 4th sentence. So all this now reads – “was concealing key information. Nuclear experts could have extrapolated significant conclusions, as was common practice, about... and more. We knew from the IAEA’s experience... before during and after nay denuclearization.” Then, continue with rest of paragraph as is “Subsequent international monitoring...”

M Pg. 8, 2nd full paragraph – Last sentence no longer makes sense because you’ve deleted the previous context. Recommend you delete for flow purposes.

M Pg. 8, 3rd full paragraph, 2nd sentence – Delete 14th-18th words and replace with “I later started to suspect it was” so it reads “North’s idea, but I later started to suspect it was Moon’s...”

M Pg. 9, 1st full paragraph – Add “the” before “Blair House”

M Pg. 11, 1st full paragraph, 3rd sentence – “ofn” should be “of”

M Pg. 11, 1st full paragraph, 6th sentence – Delete everything after “thus” and replace with “delivering seemingly contradictory position to KJU.”

M Pg. 11, 1st full paragraph, 7th sentence – Delete first 7 words and add “At the same time” at the beginning and “grew” after “concern”. Also, delete 3 words after “quickly into” so it reads “At the same time, my concern grew that...and quickly reverting to the failed...”

M Pg. 11, 2nd full paragraph, 3rd sentence – Add “was” before “so eager”

M Pg. 11, 2nd full paragraph, last sentence – “reflecting” is misspelled

M Pg. 13, 3rd full paragraph, 10th sentence - After “foolishness, which” add “I believed” so it reads “foolishness, which I believed they themselves feared.”

M Pg. 14, 1st full paragraph, 2nd sentence – Add the close quotation around “a process”

M Pg. 17, 1st full paragraph, 2nd sentence – Delete “that” after “however”

M Pg. 20, top/carryover paragraph, 2nd and 3rd full sentences – Delete word after “who still”, add “but” after “Singapore” and delete the rest of the 2nd sentence, change “It” to “it” and combine with previous sentence, and capitalize “Moon”, so it reads “who still wanted to come to Singapore, but it should have been apparent to Moon...”

✓ Pg. 21, 1st full paragraph, 4th sentence – Delete “they” and replace with “anticipated that the” so it reads “very positive and anticipated that the two...”

✓ Pg. 21, 1st full paragraph - Delete 5th and 6th sentences and replace with “KJU drew a distinction between Trump and his three predecessors, saying they would not have shown the leadership to create (or hold) the Summit.”

✓ Pg. 21, 1st full paragraph, 7th sentence – Delete 20-24th words and replace with “alluding to their” so it reads “talking first; alluding to their first meeting...”

✓ Pg. 21, 1st full paragraph – Delete 8th sentence.

✓ Pg. 21, 2nd full paragraph, 9th sentence – Delete 2nd-7th words and replace with “emphasized”

✓ Pg. 21, 2nd full paragraph, 4th sentence – Add “Even though” to beginning of sentence AND end sentence at “his sincerity.” Create new sentence at “But” but delete “that was” and add “But those people were mistaken” at the beginning. So this now reads, “Even though those he knew there were people...his sincerity. But those people were mistaken because they...”

✓ Pg. 21, 2nd full paragraph, 9th sentence – Add “regards to” before “Kim’s criticism” so it reads “especially with regards to Kim’s criticism...”

✓ Pg. 21, 2nd full paragraph – Delete 13th sentence (starts “Things had totally”)

✓ Pg. 21, 2nd full paragraph – Delete “said” and replace with “promised” so it reads “Kim promised there...”

✓ Pg. 22, top/carryover paragraph, 2nd sentence – Delete “are” and replace with “would be” so it reads, “there would be”

✓ Pg. 22, top/carryover paragraph, 3rd sentence – Delete “us” and replace with “the United States”

✓ Pg. 22, top/carryover paragraph, 9th sentence – Rephrase to explain with “this” means, so after “for him,” add “deal-making and negotiating such as this Summit” and keep “would be easy.”

✓ Pg. 22, top/carryover paragraph, 13th sentence – “Korea” is misspelled

✓ Pg. 22, 1st full paragraph - Add some sort of transition to the beginning to improve flow – “As the meeting continued, Kim congratulated...”

✓ Pg. 22, 1st full paragraph, 11th sentence - Add “When it ended” at beginning of sentence to improve flow, so it reads, “When it ended, Trump and...”

✓ Pg. 23, 2nd full paragraph – “quit” should be “quite”

✓ Pg. 23, 2nd full paragraph, 11th sentence – Delete 7th and 8th words so it reads, “a little belatedly, about how to implement...”

✓ Pg. 23, 2nd full paragraph, 14th sentence – After “Trump said” add “he believed Kim wanted to make a deal, and” AND delete everything after “to close” and replace “on one.” So it reads “Trump said he believed Kim wanted to make a deal, and it was time to close on one.”

✓ Pg. 24, 2nd full paragraph, 2nd sentence – Move “in my judgement” to directly after “Japanese”

✓ Pg. 25, 1st full paragraph – Delete 4th sentence

✓ Pg. 25, 1st full paragraph, 5th sentence – Change “would” to “could”

✓ Pg. 25, 3rd full paragraph, 1st sentence – Delete 13th word and replace with “potential” and add “a” after “of” so it reads “underscored the potential of a division...”

✓ Pg. 25, 3rd full paragraph, 2nd sentence – After “agenda than ours,” add “just as any other head of state prioritizes his country’s interests.” and end the sentence there. THEN ADD “For Moon this likely meant” to create a new sentence. So it reads, “agenda than ours, just as any other head of state prioritizes his country’s interests. For Moon this likely mean prioritizing inter-Korean...”

✓ Pg. 25, 3rd full paragraph, 5th sentence – Delete “was” and replace “has always been” and delete everything after “interests” so sentence reads “That has always been an accurate statement of U.S. interests.”

✓ Pg. 26, 2nd full paragraph, 6th sentence – Delete first 4 word so it just starts with “I thought...”

✓ Pg. 27, 1st full paragraph, 10th sentence – Delete first 11 words and replace with “But he again saw the contrast between ROK’s reunification objective and our denuclearization goal,” and leave the rest “and he decided against...”

- M* Pg. 28, 1st full paragraph, 7th sentence – Add a citation for the two potential and specific DPRK actions OR make a more generic statement such as, “in exchange for the North reducing or eliminating some of its nuclear activities.”
- ~~Pg. 28, bottom/carryover paragraph – Rewrite first four sentences to say, “Surprisingly, just before Pompeo was due to depart for Pyongyang for more talks, the North Koreans warned denuclearization would not be on the agenda. Pompeo wanted to ignore it and tweet that he was looking forward to meeting KJU.”~~ *read the news report in pgs. 31 - it's all there*
- ~~Pg. 28, bottom/carryover paragraph – Delete 5th sentence (starts with “Send a kind”). Paragraph should read “shouldn’t go at all. I agree that a trip at this point...”~~
- ~~Pg. 29, top/carryover paragraph, 1st full sentence – Delete six words after “Pyongyang”~~ *the letter is in the public domain see pgs. 31*
- ~~Pg. 30, bottom/carryover paragraph, 3rd sentence – Move “he wondered” to the start of the sentence so it reads “He wondered what had happened...”~~
- ~~Pg. 31, top/carryover paragraph, top line – Add “likely” after “he” so it reads “something he likely desperately...”~~
- ~~Pg. 31, 3rd full paragraph, 1st sentence – Add “in my opinion” to the end of the sentence~~
- ~~Pg. 32, 2nd sentence – Delete “as” AND delete 9th and 10th words and replace with “reaffirmed” so it reads “September 1 came and went and Mattis reaffirmed...” [Note: if the date no longer makes sense because the reference was deleted on page 25, just start the sentence with “Mattis reaffirmed in early October...”~~
- ~~Pg. 32, 2nd sentence – Delete last 2 words and just end sentence with “Peninsula.”~~

Chapter 5

- M* Pg. 3, top/carryover paragraph, 3rd sentence- Add a citation to the sentence that ends “we did not!”
- ~~Pg. 3, 1st full paragraph, 3rd paragraph – Replace “us” with “them” so it reads “problems for them and Assad.”~~ *and there*
- ~~Pg. 3, 1st full paragraph, 12th sentence – Delete “said” and “for you.”~~
- ~~Pg. 4, 1st full paragraph, 2nd sentence – Delete extra quotation mark at the end~~
- ~~Pg. 7, 2nd full paragraph, 9th sentence – Replace 23rd word with “strong-arming”~~
- ~~Pg. 8, 2nd full paragraph – “bunder” should be “bunker”~~
- ~~Pg. 9, 1st full paragraph, 4th sentence – Should be “World War III”~~
- M* ~~Pg. 9, 1st full paragraph, 8th sentence – Add “or any country” after “Ukraine”~~
- ~~Pg. 9, 1st full paragraph, 9th sentence – Delete last 9 words after first instance of “close” so the sentence ends with “came to a close.”~~
- ~~Pg. 9, 1st full paragraph, 10th sentence - Replace 16th word with “supported” so it reads, “he had supported Stoltenberg’s term...”~~
- ~~Pg. 10, top/carryover paragraph, 1st full sentence – “leaked” should be “leaking”~~
- ~~Pg. 10, top/carryover paragraph - 2nd full sentence doesn’t make sense. Perhaps rewrite to say, “Trump laughed along with Marcon and looked at Mattis as if to imply he knew where the leaks were on the U.S. side.”~~
- ~~Pg. 10, top/carryover paragraph, 12th full sentence – Add “he believed” after “who” so it reads “who he believed hated America...”~~
- ~~Pg. 11, 2nd full paragraph – “EUI” should be “EU”~~
- ~~Pg. 12, top/carryover paragraph – “united” should be capitalized and “form” should be “from”~~
- ~~Pg. 13, 1st full paragraph, 13th sentence – Delete 4th word and replace with “defend ourselves from”~~
- ~~Pg. 13, 2nd full paragraph – Delete second “we” from sentence that begins “However...”~~
- ~~Pg. 15, 1st full paragraph, 2nd sentence – Delete quotation marks.~~
- ~~Pg. 15, 1st full paragraph, 5th sentence – Delete “you” and replace with “he should”, add “to the meeting” after “go in”, delete period after “strength” to combine two sentences, add “claiming that” after “agreed”, delete “I’m” and replace with “he assured her he would”, and change “giving” to “give”.~~

So it reads "Helsinki, he should go in to the meeting from a position of strength, and Trump agreed, claiming that Putin...truth], and he assured her we would not give anything away."

✓ Pg. 15, 3rd full paragraph, last sentence – Delete 7th word so it just reads "breach of security..."

✓ Pg. 16, top/carryover paragraph – First four full sentences (from "Netanyahu" to "understood it.") need to be paraphrased more and at a higher-level or delete entirely.

✓ Pg. 17, 2nd full paragraph - Replace 3rd- 6th sentences with the following to remove quotations: "Niinisto started by reminding Trump that Putin was a fighter and therefore it was important for Trump to hit him back if he attacked. Second, Niinisto impressed on Trump the importance of respect to Putin and that if trust is established, then he may be more discreet. Finally, again as if pumping him up for a boxing match, Niinisto warned Trump to never provide an opening or give one inch. He ended his pep talk with a Finnish saying, "the Cossacks take everything that's loose."

✓ Pg. 17, 2nd full paragraph - Delete 9th sentence.

✓ Pg. 17, 2nd full paragraph, 10th sentence – Delete first 8 words and replace with "Niinisto went back to his pep talk, saying Putin was not stupid and he wouldn't attack NATO countries, and" and keep "that while Putin made a mistake...Crimea."

✓ Pg. 17, 2nd full paragraph – Delete 11th and 12th sentence and replace with "Trump blamed Obama and promised to not accept such behavior to my immense relief, underscoring that Putin would not have done it if he were President at the time."

✓ Pg. 18, 1st full paragraph, 8th sentence – Delete 6th-12th words and replace with "commented on the US' tough stance"

Chapter 6

✓ Pg. 1, 2nd full paragraph – There an extra period after "India"

✓ Pg. 7 – top/carryover paragraph, 2nd full sentence- Delete remainder of the sentence after the word "signed" and add the word "and", changing "The" to "the", combining the two sentences. Delete ", said Shoygu"

✓ Pg. 7, top/carryover paragraph, new 3rd sentence- Delete "And, he concluded, he entirely agreed with me" and replace with "I remember him agreeing that"

✓ Pg. 7, 2nd full paragraph, 1st sentence – Delete quotation marks throughout and change "value[s]" to "valued", "is" to "was" and "you" to "me" so it reads "valued our contacts a lot and that it was always a pleasure to meet with me."

✓ Pg. 7, 2nd full paragraph – Delete 7th sentence ("I said we didn't...") and replace with "As I would reiterate in my later press conference, I told him the U.S. had not yet made any final decisions regarding future deployments."

✓ Pg. 8, 2nd full paragraph, 2nd sentence – Add "mentioned he had" after "He" and "the topic" after "discussed" AND THEN delete everything after "Netanyahu" so it reads "He mentioned he had discussed the topic with Netanyahu."

✓ Pg. 8, 2nd full paragraph, 4th sentence – Delete 9th word and replace with "acknowledged our view"

✓ Pg. 10, 1st full paragraph, 3rd sentence – Remove quotation by rephrasing as "Trump asked for my opinion, and I urged..."

✓ Pg. 11, top/carryover paragraph – Delete last sentence. (Reveals current policy option still under consideration)

✓ Pg. 11, 1st full paragraph – Delete last sentence. (Reveals current policy option still under consideration)

✓ Pg. 11, bottom/carryover paragraph – Delete the extra "a" after "not"

✓ Pg. 11, bottom/carryover paragraph – No need for Footnote 15. After further consideration, we are ok with the use of the word "clandestine" in this general context.

✓ Pg. 13, 2nd full paragraph, 3rd sentence – Delete 21st and 22nd words and replace with "policymakers" so it reads "that gave policymakers more flexibility..."

✓ Pg. 13, bottom/carryover paragraph, 2nd sentence – Delete 26th word so it just reads “jealous of NSA’s...” (make NSA possessive)

✓ Pg. 13, bottom/carryover paragraph, bottom line – Delete 15th word in sentence and replace with “departments” so it reads “specific guidance to the departments to...”

Chapter 7

✓ Pg. 1, 3rd full paragraph – Delete 4th sentence and replace with “Trump stressed his friendship with Erdogan but implied it would be hard for even him to fix the hard issues facing the US-Turkey relationship unless Brunson returned to the United States.”

✓ Pg. 1, 3rd full paragraph, last line – Delete extra quotation mark after “crazy”

✓ Pg. 4, 1st full paragraph, last line – Replace comma with period.

✓ Pg. 4, Footnote 12 – No need to mention Wong piece as part of this footnote since it’s listed as Footnote 13.

✓ Pg. 6, 2nd full paragraph – Replace the 3rd-7th sentences with the following to remove quotes: “...and then you get off. Trump rolled on claiming he didn’t want anything bad to happen to Erdogan or Turkey and that he would work very hard on the issue. Erdogan also complained...extradited to Turkey. Trump hypothesized that Gulen would only last one day if he were returned to Turkey. The Turks laughed...”

✓ Pg. 10 – Bottom paragraph – Extra “Shanahan” in that sentence

✓ Pg. 13, 1st full paragraph, 6th sentence – Delete 8 words after “onto it” and make that the end of the sentence.

✓ Pg. 13, 1st full paragraph, 7th sentence – Delete 17 words after “Ok” so sentence just reads “responded, “Ok, we’ll decide the schedule on that later.”

✓ Pg. 15, 2nd full paragraph – Extra period after “remarks”

✓ Pg. 17, 2nd full paragraph, 5th sentence – Delete last 15 words after “international force” and just end the sentence there

✓ Pg. 17, 2nd full paragraph, 7th sentence – Add “in my opinion” after “domestic politics”

✓ Pg. 18, top/carryover paragraph – Delete 2nd and 3rd sentences

✓ Pg. 18, bottom/carryover paragraph – extra period after takeover

✓ Pg. 19, 1st full paragraph – “hade” should be “had”

✓ Pg. 23, 2nd full paragraph, penultimate sentence – Delete 15th-18th words and replace with “the coming years” so it reads “on the U.S. in the coming years.”

✓ Pg. 24, 1st full paragraph – 1st question in 6th sentence, rephrase so it doesn’t give away our assessment of what could happen in the future. “Would the Afghanistan government collapse after we left and if so, how fast?”

✓ Pg. 26, 1st full paragraph, 4th sentence – Delete “to” before “U.S. troops” AND rephrase 32nd-35th words to be “maintain CT capabilities” AND delete last 7 words of the sentence so it just ends at “capabilities.”

✓ Pg. 26, 1st full paragraph, 5th sentence – Replace first 3 words with “These capabilities...”

✓ Pg. 26, 1st full paragraph, 6th sentence – Replace 11-14th words with “would” so it reads “existing mission would go to...”

✓ Pg. 26, 3rd full paragraph, 4th sentence – replace 7th-9th words with “the CT capabilities” so it reads “room for the CT capabilities...”

Chapter 8

✓ Pg. 8, 3rd full paragraph, 5th sentence – Change “would” to “could”

✓ Pg. 8, bottom/carryover paragraph – extra period after “November”

Chapter 9

✓ Pg. 1, - Insert a new second paragraph (see * below)

There are many sites for it

← I give a cite for the Erdogan quote.

M

M

M

M

M

✓ Pg. 1, bottom/carryover paragraph, 3rd sentence – Delete 24th-26th words and replace with “military options for” so it reads “he wanted military options for...”

✓ Pg. 1, bottom/carryover paragraph, 4th sentence – Add “discussing” after “of” and delete 6th word and replace with “options” so it reads, “advocacy of discussing military options...”

✓ Pg. 3, Footnote 6 – Delete 1st sentence of footnote and just say “Figuroa later resigned as SEBIN chief.”

✓ M Pg. 3, Footnote 7 – Please add a citation for the Maduro press release as the Hansler/CNN article doesn't mention it. *release was a Special from VZ; I was informed of it, but don't have a copy*

✓ M Pg. 6, top/carryover paragraph, top line – Source in Footnote 13 just says inspired by Cuban guerilla forces of 1960s, so rephrase sentence to say “motorcycle thugs used by Chavez to sow terror and intimidate any opposition, appeared...”

✓ Pg. 6, 1st full paragraph, penultimate sentence – Add “reportedly” after “paramilitaries”

✓ Pg. 6, bottom/carryover paragraph – Delete 13th-15th words so it just reads “who now wanted assurances regarding post-Maduro...”

✓ *Pg. 6, Footnote 14 – Pull the context that is in Footnote 14 up in the text. The information, particularly the explanation of how the information about the Opposition was obtained and how the Administration openly discussed these attempts after they occurred, in this footnote should be moved and made into the second paragraph of the chapter, on page 1. Keep the sourcing information as Footnote 14.

✓ Pg. 7, 1st full paragraph, 3rd sentence – Delete 10th word and replace with “advisable” so it reads “option was advisable...”

✓ Pg. 7, 1st full paragraph – capitalize “John”

✓ Pg. 7, 2nd full paragraph, 4th sentence – Delete extra quotation mark at the end

✓ M Pg. 8, 1st full paragraph, 2nd sentence – The citation doesn't mention percentage of support from military, so delete first part and edit to read “The Opposition believed more of the rank-and-file as well...”

✓ Pg. 8, 1st full paragraph, 3rd sentence – Delete 11th-16th word and replace with “were likely still” so it reads “however, were still likely too”

✓ Pg. 8, 2nd full paragraph, 6th sentence – Delete last 28 words so the sentence just ends at “very significant.” *why?*

✓ Pg. 11, 1st full paragraph, 6th sentence – Delete 17th and 18th words so sentence just reads “and many asserted it...” unless you can find citation that supports keeping those two words

✓ M Pg. 11, 1st full paragraph, 7th sentence – Delete 14th-18th words so sentence reads “loyalists were sending...” unless you can find citation for those individuals specifically *cite found*

✓ Pg. 11, 2nd full paragraph, 2nd sentence – Delete quotation mark before “very”

✓ Pg. 11, 2nd full paragraph, 3rd sentence – Delete first 14 words and replace with “Trump then assured Guaido he'd pull [his government takeover] off and offered an aside about how he [Trump] was sure Guaido would remember in the future what happened,” and then continue with “which was Trump's way...”

✓ Pg. 11, 2nd full paragraph, 3rd sentence – Delete “of saying” because repetitive with “of referring”

✓ Pg. 11, 2nd full paragraph, 4th and 5th sentences – Delete all quotation marks

✓ Pg. 11, 2nd full paragraph, 9th sentence – Delete quotation marks and rewrite to say “for the people to hear that he had spoken with Trump when they fight...”

✓ Pg. 11, 2nd full paragraph, 10th sentence – Delete quotation marks and change “you” to “him”

✓ M Pg. 11, 3rd full paragraph, 2nd sentence – Provide a citation for “we were providing advice...to nominate people...”

✓ Pg. 11, 3rd full paragraph, 5th sentence – Delete 3rd-6th words and replace with “we learned” AND add “allegedly” after “was” so it reads “From Moscow we learned Putin was allegedly very...”

✓ Pg. 11, Footnote 26 – Capitalize “Sanders”

✓ Pg. 12, 1st full paragraph, 4th sentence – Provide citation or rephrase to say, “We were hopeful Guaido and the Opposition were taking the opportunity to speak with Russian...”

✓ Pg. 13, top/carryover paragraph, 1st full sentence – Delete 3rd-5th words

✓ Pg. 13, top/carryover paragraph, 3rd sentence – Delete first 12 words and replace with “Continuous contact was being made” so sentence reads “Continuous contact was being made with top military...”

✓ Pg. 13, top/carryover paragraph, 3rd sentence – Change “his” to “Guaido’s” so it reads “could come to Guaido’s side”

M ✓ Pg. 13, 1st full paragraph, 1st sentence – Delete first 5 words and replace with “A plan was developed” and continue with “which we thought...” *We didn't develop the plan*

✓ Pg. 13, 1st full paragraph, 3rd sentence – Delete first 2 words and begin sentence with “Then humanitarian...”

✓ Pg. 13, 1st full paragraph, 4th sentence – Delete first 4 words and replace with “There was the hope”

✓ Pg. 14, 1st full paragraph, 7th sentence – Rephrase sentence to read: “As February 23 approached, rumors intensified of a high-level military leader, likely Venezuelan Army Commander Jesus Suarez Chourio, publicly announcing he no longer backed Maduro.”

✓ Pg. 14, 1st full paragraph, 8th sentence – Delete 9th-11th words so it reads “but the humanitarian cross-...”

M ✓ Pg. 14, 1st full paragraph, 9th sentence – Delete 7th word and replace with “a change of this magnitude” so it reads “some feeling that a change of this magnitude would...”

✓ Pg. 14, 2nd full paragraph, 5th sentence – Delete 8th-10th words and replace with “there was” so it reads “and there was evidence...”

✓ Pg. 14, bottom/carryover paragraph, 3rd sentence – Delete 8th-11th words and replace with “it would likely be difficult” so it reads “outside Venezuela, it would likely be difficult Guaido...”

✓ Pg. 14, bottom/carryover paragraph, 4th sentence – Change “we” to “he”

✓ Pg. 15, 2nd full paragraph, 1st sentence – Add “reportedly” after “helicopter,”

✓ Pg. 15, 2nd full paragraph, 2nd sentence – Delete last 6 words of sentence so it ends at “Saturday.”

M ✓ Pg. 15, Footnote 35 – Delete last 9 words so sentence just ends with “scanty”. ALSO “dad” should be “dad”

✓ Pg. 16, 1st full paragraph, 1st sentence – Add “I thought” after “Saturday,” so it reads “I thought the Opposition...”

✓ Pg. 16, 1st full paragraph, 3rd sentence – Change “have” to “execute”

✓ Pg. 16, 2nd full paragraph, 4th sentence – Delete 6th-8th words and replace with “there was speculation” so it reads “much later that there was speculation the Colombians...”

✓ Pg. 17, 1st full paragraph, 9th sentence – Delete 3rd word and replace with “one” so it reads “In fact, one immigration...”

✓ Pg. 18, 1st full paragraph, 8th sentence – Delete 6th-8th words so it just reads “we learned a visiting foreign delegation,”

✓ Pg. 18, 2nd full paragraph, 2nd sentence – Delete 7th-11th words and replace with “coordination” so it reads “impaired coordination activities...”

✓ Pg. 18, 2nd full paragraph, 5th sentence – Delete first 6 words so the sentence begins with “Contacts with...”

M ✓ Pg. 19, 2nd full paragraph, 2nd sentence – Delete last 10 words so the sentence ends with “without incident.”

✓ Pg. 19, 2nd full paragraph, 3rd sentence – Delete last 4 words and replace with “substantially reduced” so the sentence ends “were already substantially reduced.”

✓ Pg. 20, top/carryover paragraph, last sentence – Delete 14th word and add “likely Cuban” after “surveillance” so it reads, “of heavy surveillance, likely Cuban, of leading...”

✓ Pg. 20, 1st full paragraph, first sentence – Add a citation for “delisting” being a common practice or explicitly state that it is commonly applied to other situations and not unique to Venezuela.

M ✓ Pg. 21, 2nd full paragraph, last sentence – Delete last 11 words so sentence ends at “Nicaragua.”

✓ Pg. 22, 2nd full paragraph, 7th and 8th sentences – Rephrase to say “Rosales answered with a description of the extreme violence and connection with the Cubans. That provoked another...”

Don't put that Nicaragua borders to duras

M Pg. 24, top/carryover paragraph, 4th and 5th sentences – Add citations for ✓ “reports provincial governors...matters into own hands” and ✓ number of service members that defected

Pg. 24, 1st full paragraph, 8th sentence – Delete last 11 words so sentence ends at “pipeline.” *why?*

Pg. 24, bottom/carryover paragraph, 1st sentence – Delete 6th-8th words so it reads “hearing that April 20”

Pg. 24, bottom/carryover paragraph, 3rd sentence – Delete 3rd-32nd words and replace with “several Venezuelan senior military leaders” so it reads “Talks with several Venezuelan senior military leaders were becoming...”

M Pg. 24, bottom/carryover paragraph – Delete 4th sentence (starts “In particular...”)

Pg. 25, bottom/carryover paragraph, 3rd sentence – Change last part of sentence to read, “although we learned later that this information about both the meeting having occurred and the military personnel being involved was incorrect.”

Pg. 26, 1st full paragraph, 3rd sentence – After “assigned role,” add comma and then delete until the end of the sentence. Then add “but, it turned out” to combine the two sentences.

Pg. 26, 1st full paragraph, 5th sentence – Delete 8th-12th words and replace with “senior military leaders” so it reads “was that senior military leaders were all...”

Pg. 26, 1st full paragraph, 6th sentence – Delete 9th-11th words AND add “likely” after “Cubans” so it reads “only because on Monday night the Cubans likely had...”

Pg. 26, 1st full paragraph, 7th sentence – Add “in my assessment,” after “evidence”

Pg. 26, 1st full paragraph, 8th sentence – Delete 19th and 20th words and add “the” before “TSJ” AND delete 24th-25th words and replace with “resulting in a” AND add “which” before “spooked” AND delete last word and replace with “senior military leaders” so it reads “breached, the TSJ became increasingly nervous resulting in a failure...Constituent Assembly, which spooked senior military leaders.”

M Pg. 26, 1st full paragraph, 9th sentence – Delete 4th word and replace with “they likely” AND delete 14th-20th words AND delete 24th-26th words so it reads, “cover, they ~~likely~~ hesitated, and the release of Lopez on Tuesday morning only further increased unease.” *No - they hesitated - that's a prob.*

Pg. 26, 1st full paragraph, 10th sentence – Delete 4th word and replace with “these Generals”, replace “his” with “their” and “he” with “they” so it reads “that these Generals may never have... hedged their bets...that they could jump...”

Pg. 26, 2nd full paragraph, 4th sentence – Delete 24th and 25th words so it reads “forward, hoping others would come along.”

Pg. 26, bottom/carryover paragraph, 8th and 9th sentences – Delete the parentheticals throughout so it just reads “with Dunford, Shanahan, and Haspel...and Pelosi.”

Pg. 26, bottom line – Eliot Engel is misspelled

Pg. 27, 1st full paragraph, 1st sentence – Add “State” or “authoritarian regime” before “surveillance”

M Pg. 27, 1st full paragraph – Delete 2nd sentence (citation doesn't mention the fact of who took him to F.T.)

Pg. 28, 2nd full paragraph, 2nd sentence – Delete 14th-20th words and replace with “said”

Pg. 28, 2nd full paragraph, 6th sentence – Delete 5th and 6th words and replace with “would be to foment” so it reads “route would be to foment competition...”

Pg. 28, bottom/carryover paragraph, 6th sentence – Add “, in my view,” after “Instead” AND replace “were” with “are” AND end sentence after “institution.” Start a new sentence at “An order to...” so it all now reads “Instead, in my view, senior military officers are almost certainly still more concerned...as an institution. An order to suppress...”

Chapter 10

Pg. 8, top/carryover paragraph – “stick” should be “sticker”

Pg. 8, 1st full paragraph – “If that could be agreed, all...” lowercase “a” in “all”

Pg. 9, 2nd full paragraph, 2nd sentence – Add citation for all the commitments you listed

I have taken a shot at modifying your language - let me know if it's OK.

- M* Pg. 9, 2nd full paragraph, 6th sentence - Delete last 11 words so sentence ends at "negotiations."
- M* Pg. 10, top/carryover paragraph, last 4 sentences that still include quotes. You wrote that you would like to discuss these lines further, but we still would like for you to delete the quotes. One suggested way to rephrase is: "He then stunningly turned the conversation to the election and, as if alluding to Chinese interference campaigns, pleaded with Xi to ensure he'd win. Further he mentioned the importance of farmers and soybeans and how somehow that'd equal a win."
- Pg. 10, 1st full paragraph, 6th and 7th sentences - Delete everything after "broached" and replace with "he implied China owed the U.S. a favor for getting Japan out of WWII to which Xi replied with a lecture on how the Chinese fought for 19 years and relied solely on themselves to defeat the Japanese aggressors." Then, go to next sentence that starts "Of course..."
- Pg. 10, bottom/carryover paragraph, 1st and 2nd sentences - Delete last 9 words and 2nd sentence and replace with "tariffs but he again returned to agricultural products encouraging Xi and the Chinese to promise to buy as many as possible." Then move to next sentence that starts "Then, they would..." (change "we" to "they")
- Pg. 10, bottom/carryover paragraph - "Lie's" should be "Liu's"
- Pg. 13, 1st full paragraph - Extra period after "Foundation"
- Pg. 13, bottom/carryover paragraph, 2nd sentence - Rewrite to remove quotes - "Abe had said China is the largest..."
- Pg. 13, bottom/carryover paragraph, 5th sentence - Rewrite to remove quotes - "Abe encouraged Trump to maintain the countries' unity against China and more."
- Pg. 13, Footnote 19 - This citation doesn't speak much to Huawei's ties to UK but Footnote 20 does, so just remove #19.
- Pg. 14, bottom/carryover paragraph - Word missing after "he would now U.S. companies..." should "allow" be in there?
- Pg. 16, bottom/carryover paragraph, 5th sentence - Delete 15th-21st words so the sentence reads "NSC process, but it was not..."
- Pg. 16, bottom/carryover paragraph, 8th sentence - Rewrite to remove quotes - "Trump told Xi to go ahead [with building the camps] and that it was the exact right thing to do."
- M* Pg. 17, 3rd full paragraph, 7th sentence - Delete 21st-24th words so it reads "service members in recent years..."

you need to know how many also do

Chapter 11

- Page 2, bottom/carryover paragraph, 1st sentence - Replace "his own" with "the ROK's" before agenda"
- M* Pg. 4, 1st full paragraph, 8th sentence - Delete last 21 words and rephrase as "was ending, I learned secondhand there was a proposal from KJU, one that addressed DPRK economic pressures but not one that addressed the policy goal I had long-pushed - complete denuclearization." Then, go to next sentence that starts "This was a typical..."
- Pg. 5, 1st full paragraph, 5th sentence - Two verbs, delete either "waited" or "went"
- Pg. 6, top/carryover paragraph - Missing a word - "to look bad because he was the one"
- Pg. 6, 1st full paragraph, 1st sentence - Delete 6th word and replace with "a" AND delete 9th word and replace with "would be" so it reads "significant a Yongbyon "concession" would be for..."
- Pg. 6, 1st full paragraph, 2nd sentence - Delete last 16 words so the sentence ends with "to his offer."
- Pg. 6, 1st full paragraph, 4th sentence - Delete 8th word and replace with "might" so it reads "they might have had"
- M* Pg. 6, 1st full paragraph, 5th sentence - Delete last 7 words so the sentence ends at "getting nothing."
- Pg. 6, 1st full paragraph, 8th and 9th sentences - Delete 24th-26th words and end sentence with "hit the United States." Then, start a new sentence "I viewed this as an obvious dismissal of what I said earlier..."

of which there are many. This was quite well known

Gorghya is cited all over the place this can't be by Trump himself even a close call.

Pg. 6, 1st full paragraph, last sentence – Add “responded that” after “Trump” so it reads “Trump responded that what I had...”

Pg. 7, top/carryover paragraph, 7th sentence – Add “we” after “that if” so it reads “that if we accepted”

Pg. 7, top/carryover paragraph, 11th sentence – Add “I” after “and” so it reads “emotions, and I worried it might...”

M Pg. 9, 2nd full paragraph, 7th sentence – Delete 16th word and replace with “a strong response” so it reads “induced a strong response in South...”

Pg. 9, 2nd full paragraph, last sentence – Add “perhaps” before “because” AND delete last word and replace with “being impacted.”

Pg. 12, 2nd full paragraph, 3rd sentence – Delete 5th and 6th words and replace with “we learned” so it reads, “pleasantries, we learned the South had had no...” AND delete 23rd and 24th words so it read “and that the North needed...”

Pg. 12, 3rd full paragraph, 5th sentence – Add “his desire was for” after “underlining that” so it reads “underlining that his desire was for the next summit...”

MP Pg. 12, 3rd full paragraph – Delete 6th and 7th sentences *→ deleted*

Pg. 13, top/carryover paragraph, 2nd full sentence – Rephrase beginning to say, “Trump conveyed he felt he was very...”

Pg. 13, top/carryover paragraph, 3rd full sentence – Delete 19th-23rd words, and add “were too high” at the end of the sentence so it reads “base costs, Trump’s expectations were too high.”

Pg. 13, top/carryover paragraph – capitalize Moon

Pg. 13, 1st full paragraph – Delete 3rd sentence. (See next edit where we insert a rephrased version later in the paragraph.)

Pg. 13, 1st full paragraph, after 7th sentence (that begins “Of course, it wasn’t”), add a revised version of the 3rd sentence as follows: “My view was that the South Koreans followed the practice of making Japan an issue when times were tough at home.”

Pg. 13, 1st full paragraph, last sentence – Delete last 24 words so the sentence ends with “about the issue.” *my?*

Pg. 13, 3rd full paragraph, last sentence – Delete extra quotation mark

Pg. 14, bottom/carryover paragraph, 3rd sentence – Add “, a position he still holds publicly.” to the end so it reads “robust military posture, a position he still holds publicly.”

Pg. 15, 1st full paragraph – Capitalize “Moon” and add “know” after “Korea” in penultimate sentence

Pg. 17, 3rd full paragraph, 5th sentence – Add “spoken to” or “meet with” after “he had” (whichever makes the most sense) so it reads “time he had spoken to Abe and Moon...”

Pg. 17, 3rd full paragraph, 10th sentence – Delete 21st-26th words so it reads “nuclear sites and wanted another...” *no see earlier - this is all very very public*

Pg. 18, 1st full paragraph, 10th sentence – Delete the last 11 words so the sentence ends with “if he could.”

Pg. 18, 1st full paragraph, last sentence – Delete the last word so the sentence ends with “around.”

Pg. 18, 3rd full paragraph, 2nd sentence – Delete 44th-47th words so it reads “how to ensure it was...”

Pg. 19, 1st full paragraph, 8th sentence – Delete 6th and 7th words so it reads “paramount issue is to have...”

Pg. 19, 1st full paragraph, last sentence – Delete “you” so it reads “only pass along what...”

Pg. 19, 2nd full paragraph, 2nd sentence – Delete last 15 words so the sentence ends with “U.S. elections.”

Pg. 19, 2nd full paragraph, 9th sentence – Delete extra quotation mark

Pg. 20, 1st full paragraph, 2nd sentence – Delete “but” so it reads “Korea, the U.S was...” *→ not sure what this means, but made*

Pg. 20, 1st full paragraph, 7th sentence – Delete 10th word and add “serious consequences” so it reads “would be serious consequences if the U.S...”

Pg. 20, 1st full paragraph, 8th sentence – Missing word – could make things better, stressing

Pg. 20, 2nd full paragraph, 5th sentence – Delete “you” and replace with “the South Koreans”

- M Pg. 20, 2nd full paragraph, last sentence – Delete last 5 words so the sentence ends with “protecting it.”
- Pg. 20, bottom/carryover paragraph, 2nd sentence – Add “, in my opinion,” after “disingenuously”
- Pg. 21, top/carryover paragraph, 1st full sentence – Add “had” after “it” so it reads “that it had taken”
- Pg. 21, 1st full paragraph, 1st sentence - Delete extra quotation mark
- Pg. 21, 1st full paragraph, 4th sentence – Add “a” after “wanted” so it reads “wanted a guarantee”
- Pg. 21, 1st full paragraph, penultimate sentence – Add citation re: hotline
- Pg. 22, 1st full paragraph, 7th sentence – Add citation for “another letter” (KCNA released a photo of KJU reading the letter.)
- Pg. 25, 2nd full paragraph, 2nd sentence – Delete last 17 words so the sentence ends with “mil-mil cooperation.”
- Pg. 26, 1st full paragraph, 4th sentence – Delete 29th word and replace with “belabored” AND delete “on” and replace with “with” so it reads “Trump belabored Moon with it.”
- Pg. 26, 3rd full paragraph, 8th sentence – Delete 8th-10th words and replace with “Chung added” AND delete quotation marks in sentence AND delete last two words of sentence so it reads “at risk, and Chung added, Japan should be...its diplomatic goals.”

Chapter 12

- Pg. 1, bottom/carryover paragraph – extra comma after “stay there,”
- Pg. 2, Footnote 3 – “Iran” should be Iraq” in “influence in Iraq”
- Pg. 4, 1st full paragraph – “Nether” should be “Neither”
- Pg. 4, 2nd full paragraph – Add a close quotation mark after “so important,”
- Pg. 5, top/carryover paragraph, penultimate sentence – Option 1: Delete 29th-45th words OR Option 2: Rephrase to say, “I recall a similar conversation that reflected Trump’s indifference to our allies with regard to the waivers. When considering another foreign leader’s visit to Washington, which also raised the issue of eliminating the waivers, Trump had a ready suggestion” and continue with your quote.
- Pg. 6, bottom/carryover paragraph, 4th sentence – Add citation for “expanded assistance to...”
- Pg. 7, Footnote 11 – Wrong hyperlink *I just tried it - it is the right one.*
- Pg. 8, top/carryover paragraph – “Russian” should be “Russia”
- Pg. 8, 2nd full paragraph, 4th-6th sentences – Add a citation for Dunford’s views (He spoke at Brookings about this topic)
- Pg. 10, bottom line – “fine” should be “find”
- Pg. 11, 1st full paragraph, 7th sentence – Delete 8th and 9th words and replace with “allies” so it reads “to say allies were confirming”
- Pg. 11, 1st full paragraph – “I” should be “in” after “enemy codes”
- Pg. 11, 2nd full paragraph, 6th sentence – After further consideration, we no longer think a citation is necessary as it was well-known. You may delete Footnote #18 if you want.
- Pg. 12, bottom/carryover paragraph, 2nd sentence – Add “, including me,” after “believed” so it reads “who believed, including me, it came from...”
- Pg. 14, 1st full paragraph, 8th sentence – Add “hearing” after “remember” and change “saying” to “say” so it reads “remember hearing him say, “I...”
- Pg. 16, 1st full paragraph, a period after “Then” when it should be a comma
- Pg. 16, 2nd full paragraph, “they” should be “the” after “especially wanted”
- Pg. 16, bottom/carryover paragraph, 2nd sentence – Change “you” to “I” and “here” to “there” so it reads “that I came there, and”
- M Pg. 16, bottom/carryover paragraph, 4th sentence – Delete 5th-8th words so it reads “couldn’t understand why Trump...” *I have found a cite re UAE od Saudi Arabia calls*
- Pg. 17, top/carryover paragraph, 2nd full sentence – Delete 35th-40th words and replace with “about the potential talks” so it reads “unhappy they were about the potential talks.”
- Pg. 17, 1st full paragraph – Extra period after “in my view”

- M* Pg. 18, 1st full paragraph, 1st sentence – Delete everything after “Iran visit” so the sentence ends with “talking points for the Iran visit.” AND Delete 2nd, 3rd, and 4th sentences and add a new sentence “After hearing his proposal, I explained why I had my doubts it would work and made a comparison to DPRK.” The paragraph then continues with “Japan was schizophrenic on...” AND Delete 6th and 7th sentences. [If you can find an open source citation that discusses the specifics of the Japanese proposal, then you can keep the details. Otherwise you need to speak of it in general terms.] New paragraph should read: Yachi called me...talking points for the Iran visit. After hearing his proposal, I explained why I had my doubts it would work and made a comparison to DPRK. Japan was schizophrenic on...the two threats were. I wanted to keep as much...JCPOA.”
- Pg. 18, 2nd full paragraph, 4th sentence – Delete 9th-11th words so it reads “clear that Abe’s idea was...”
- Pg. 19, 1st full paragraph, 2nd sentence – Delete 6th-9th words and replace with “proposal” so it reads “about his proposal...”
- Pg. 21, top/carryover paragraph, 2nd full sentence – Add “not” after “should” so it reads “Abe should not feel.”
- Pg. 24, 1st full paragraph, 4th sentence – Delete 6th-11th words and add “military targets” so it reads “we hit three military targets along...” AND delete last 19 words so the sentence ends with “Iran’s coast.” [Note: We asked for a citation about the specific targets, but if not known, then just call them “sites” or “targets” throughout. The next few edits all pertain to this.] *found sites*
- Pg. 24, 1st full paragraph, 9th sentence – Delete 8th and 9th words so the sentence reads “the three sites”
- Pg. 25, top/carryover paragraph, 3rd sentence – Delete 16th and 17th words and replace with “military” so it reads “hit three military sites...”
- Pg. 25, top/carryover paragraph, 7th sentence – Delete 5th word and replace with “targets” so the sentence reads “if the targets were...”
- Pg. 25 – Delete Footnote 44 because it identifies the type of targets. *no it doesn't - it is about the SAM that hit the drone*
- Pg. 27, 1st full paragraph, 3rd sentence – Delete 16th word so it reads “against the sites”
- Pg. 27 – There should be a period after “arrived” at the end of the page, not a comma
- Pg. 30, bottom/carryover paragraph, 7th sentence – Delete 7th word AND add “for the military targets” after “pattern” AND delete last word and replace with “site” so it reads “searched for a table of organization...the manning pattern for the military targets, and somehow concluded...per site.”
- Pg. 30, bottom/carryover paragraph, 13th sentence – Delete 10th word and delete last 18 words so it reads “already down to two sites rather than three.”
- Pg. 31, 2nd full paragraph – Capitalize “John”
- Pg. 31, bottom/carryover paragraph, 3rd sentence – Provide a citation for “but perhaps _____ ()” or delete. The citations provided do not mention it specifically.
- Pg. 32, 2nd full paragraph – Delete extra quotation mark after “I said”
- Pg. 33, 1st full paragraph, last sentence – Add “or where the number of Tomahawks came from.”
- Pg. 33, 2nd full paragraph – “not” should be “nor”
- Pg. 33, 2nd full paragraph, 7th sentence – Rewrite to remove quotes – “Macron asked Trump directly what he would be willing to give up precisely, demonstrating...”
- Pg. 33, 2nd full paragraph, 8th sentence – Delete 5th and 6th word AND delete 18th-21st words and replace with “some” AND delete 33rd-36th words and replace with “a brief timeframe” so it reads “first ducks, they did discuss before the call ended the idea of lifting some ...for a brief timeframe, and Trump...”
- Pg. 33, bottom/carryover paragraph, 4th sentence – Delete 3rd word and replace with “some”, delete 7th-9th words and replace with “sanctions” and delete 14th-19th words and replace with “other proposals he’d discussed with Macron” so it reads “It’s only some of the oil sanctions, which was better than other proposals he’d discussed with Macron, which is...”
- Pg. 34, first full paragraph – Ships name was Stena Impero not Steno
- Pg. 34, bottom/carryover paragraph, 3rd sentence – Delete quotation marks and last two words so it reads “was maximum resistance to maximum pressure.”

Pg. 35, 3rd full paragraph, 1st sentence – Delete 20th, 21st, and 23rd words and replace 23rd word with “description” so it reads “he touches [a description I was required...”

M Pg. 37, 2nd full paragraph, 1st sentence – Citation doesn’t say both countries listed supported, said one country was neutral. Rewrite to say, “which had almost no support.”

Pg. 37, bottom/carryover paragraph, 3rd sentence – Delete 17th and 18th words so it reads “strikes in Syria the night...”

Pg. 38, 3rd full paragraph, 1st sentence – add “on” to “as well as on Iran”

Pg. 38, bottom/carryover paragraph, 1st sentence – Delete last one and replace with “operation.”

Pg. 39, 1st full paragraph, 3rd sentence – Add “(that’s my recollection)” after “weasel,”

Chapter 13

Chapter Title – Replace 5th word with “Mission” throughout

M Pg. 1, 1st paragraph, 3rd sentence – Delete 27th-31st words and replace with “(2) remaining vigilant with respect to the nuclear...”

M Pg. 1, 1st paragraph, 4th sentence – Delete last 5 words and replace with “to pursue in early 2019” AND add a footnote here that explains the situation “Note: In February/March 2020, the United States signed an agreement with the Taliban but what follows in this chapter is the policy debate while I was APNSA in 2019. I don’t know or have any knowledge of what was in that signed 2020 agreement other than press reports.”

Pg. 1, 2nd full paragraph, 9th sentence – Add “the” before “Taliban”

Pg. 1, Footnote 1 – “form” should be “for”

Pg. 2, 2nd full paragraph, 1st sentence – Delete 18th-21st words so it reads “wherewithal now that Taliban...”

Pg. 2, 2nd full paragraph, 4th sentence – Delete 8th-13th words and end sentence at “perfect.” Then, add “The killing of opposition” to begin new sentence and delete 15th-16th words and replace with “often makes” so it reads “was actually perfect. The killing of opposition leaders often makes...”

Pg. 2, 2nd full paragraph, 7th sentence – Delete 36th word and replace with “resources” so it reads “reduced resources, even...”

Pg. 2, bottom/carryover paragraph – Rewrite first few sentences to say “Dunford further explained the need to maintain a CT presence for the broader region. As he launched into his charts and slides, Trump said, “there are...”

Pg. 3, 1st full paragraph, 1st sentence – Delete 10th word so it reads “cost reductions the CT...”

Pg. 3, 1st full paragraph, 6th sentence – Delete 47th word and replace with “he said the” so it reads “foreign aid, as he said the President of...”

Pg. 4, top/carryover paragraph, 1st full sentence – Delete last 24 words and replace with “what I considered to be our objectives: ensuring a resurgence of terrorism did not occur and remaining vigilant with respect to Iran and Pakistan.”

Pg. 4, 2nd full paragraph – “Principal” should be “principle”

Pg. 5, 1st full paragraph, 3rd sentence – Add “DOD learned” after “July 1,” so it reads “By July 1, DOD learned Khalilzad...”

Pg. 5, 1st full paragraph – Add comma after “animated” and delete extra period at end of paragraph.

M Pg. 5, 2nd full paragraph, 3rd sentence – Delete 27th and 28th words and replace with “support” AND delete 30th-43rd words and replace with “capabilities” so it reads, “Trump to support counter-terrorism capabilities essentially without...”

Pg. 5, 2nd full paragraph, 4th sentence – Delete last 5 words and replace with “in support of CT capabilities.”

M Pg. 5, 2nd full paragraph, 6th sentence – Delete 5th and 6th words and delete 11th-18th words so it reads “explain all this to Taliban was obviously...”

✓ Pg. 6, top/carryover paragraph, 5th sentence – Delete 24th word and replace with “I and many others believed would have” so it reads “produced a result I and many others believed would have severe...”

M ✓ Pg. 6, 2nd full paragraph, 6th sentence – Delete 26th word and replace with “supporting” AND delete last 8 words of the sentence so it reads “same time supporting a CT capability.”

M ✓ Pg. 6, 2nd full paragraph – “hm” should be “him”

M ✓ Pg. 7, 1st full paragraph, last sentence – Delete 24th-27th words so it reads, “keep me happy,” a point he...”

✓ Pg. 7, 2nd full paragraph, 5th sentence – Rewrite to remove quotes – “...Merkel asked him what he was going to do about Ukraine, to which Trump replied...”

✓ Pg. 8, 2nd full paragraph, 9th sentence – Delete 6th and 7th words so it reads “back to Fort Trump...”

✓ Pg. 8, 3rd full paragraph, 5th sentence – Delete 11th-14th word, capitalize “Tank” and end sentence after “stop there” AND delete 25th word, AND delete 27th and 28th words and replace with “again pushed for” AND delete 32nd-34th words, so it reads “resource levels in the Tank briefing (discussed above), and just stop there. Pompeo again pushed for a commitment to zero in the agreement...”

M ✓ Pg. 9, 2nd full paragraph, 5th sentence – Delete 8th-20th words AND delete 30th word and replace with “would be” so it reads “reduce forces without any deal (albeit unhappily because while those levels would be the best...”

✓ Pg. 9, 3rd full paragraph, 4th sentence – Delete 13th-17th words so it reads “CT capability and then...”

M ✓ Pg. 10, top/carryover paragraph, 1st and 2nd full sentences – Delete last 21 words of the sentence and first 8 words of next sentence so it reads “conditions based’ language somewhere out in the weeds.”

M ✓ Pg. 10, 2nd full paragraph, 2nd sentence – Delete 20th-26th words so it reads “coalition forces, and then wait...”

✓ Pg. 10, 2nd full paragraph, last sentence – Add “I thought” after “because” so it reads “largely because I thought Taliban wouldn’t”

✓ Pg. 12 – last paragraph – “unknow” should be “unknown”

M ✓ Pg. 13, 2nd full paragraph, 4th sentence – Delete last 13 words so the sentence ends with “signed an agreement.”

✓ Pg. 13, last paragraph – “f8ull” should be “full”

Chapter 14

✓ Pg. 2, 1st full paragraph, 2nd sentence – Delete all quotation marks

✓ Pg. 3, 2nd full paragraph, 3rd sentence – Delete 3rd word and replace with “information” AND delete 17th word and replace with “information” so it reads “The initial information was... but later information...”

✓ Pg. 3, last paragraph – “were” should be “was” in “if Russia was entirely” *and signature*

✓ Pg. 4, 1st full paragraph, 3rd sentence – Delete first 11 words and replace with “Hecker speculated Poroshenko could now campaign as a strong anti-Russia candidate, noting that the...”

M ✓ Pg. 4, 1st full paragraph, 6th sentence – Delete 2nd word and replace with “likely” so it reads “Germany likely opposed postponing...” *there was nothing likely about it*

✓ Pg. 4, 2nd full paragraph – “Saudi Arabi” should be “Arabia”

✓ Pg. 5, top/carryover paragraph, last two sentences – Rewrite to remove quotes – “when she asked him what he was going to do about Ukraine, to which he replied, “Angela...”

✓ Pg. 5, 3rd full paragraph, last sentence – Rewrite to remove quotes – “Even though he had no doubt I already knew the Russian position, he then repeated it to me at some length.”

✓ Pg. 6, top/carryover paragraph, 4th sentence – Rewrite to remove quotes – “to Trump, namely that because of the illegal...a criminal case had been launched and investigative actions had been launched.”

✓ Pg. 6, top/carryover paragraph, 6th sentence – Add “the Russians claimed” after “crew,” and combine with next sentence so it reads, “provided by the crew, the Russians claimed it was a military provocation, and the operation...”

✓ Pg. 6, top/carryover paragraph, 8th sentence – Rewrite to remove quotes – “Therefore, in accordance with their legal...formalities were being initiated, so release...”

✓ Pg. 6, top/carryover paragraph – Delete last 3 sentences and replace with “He then made an analogy to our Southern border and lectured me on recent U.S. actions on the Mexican border, and more.”

✓ Pg. 6, 2nd full paragraph – In sentence that begins, “In a later Trump-Merkel bilateral,” replace quoted text with, “Trump insinuated that perhaps a Ukrainian President sympathetic to Russia could help avoid World War III.”

✓ Pg. 9, bottom/carryover paragraph, 6th sentence – Add “and” after “career,” to read “television career, and he had...” and end sentence at “contacts there.” Start next sentence should read (to remove quotes) “However, Putin added he had yet to manifest himself (unclear to me what that meant), and Putin had not yet spoken with him because Putin claimed there wasn’t a final result in the election and therefore Zelensky was not yet president.” Then continue with your sentence “Whether Putin...”

✓ Pg. 12, 1st full paragraph, 8th and 9th sentences – Delete and replace with “Macron (who met with Zelensky on June 6) and Merkel both seemed to be warming to Zelensky by the time of the G-20 in Osaka.” Then go to your last sentence, “However, based on Trump’s...”

✓ Pg. 13, 1st full paragraph, 2nd sentence – Add citation for the reason he resigned OR delete this part.

✓ Pg. 17, 1st full paragraph, 1st sentence – Add “it seemed” OR “my assessment was that” after “At the G-7,” so it reads “After the G-7, it seemed France and Germany...”

✓ Pg. 17, bottom/carryover paragraph, 6th sentence – Delete and rewrite to remove quotes – “assistance. He and I discussed the need to change the culture of Ukraine’s military, and Khomchak expressed his desire for English-language training. He was ready to conduct necessary reform, but he was also very worried about...”

✓ Pg. 17, bottom/carryover paragraph, 9th sentence – Delete 15th word and replace with “the region” so it reads “strength in the region, which would...”

✓ Pg. 19, top/carryover paragraph, 1st partial sentence – Add a citation for the number of reform bills.

✓ Pg. 19, top/carryover paragraph, 2nd sentence – Rewrite to remove quotes – “Zelensky emphasized that the time for promises was over and it was not time to implement new policies.”

✓ Pg. 19, 1st full paragraph, 2nd sentence – Remove quotation marks

✓ Pg. 23, top/carryover paragraph, 2nd full sentence – Delete 12th-19th words and replace with “mimicking” so it reads “purposes, mimicking my predecessors.” *mimicking in a pejorative word*

✓ Pg. 23, top/carryover paragraph, penultimate sentence – Add a close quotation after “leave”

End of List

EXHIBIT Q

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,	:	CIVIL ACTION
	:	
Plaintiff,	:	
	:	Civ. No. 20-1580 (RCL)
v.	:	
	:	
JOHN R. BOLTON,	:	
	:	
Defendant.	:	
	:	
	:	
	:	
	:	
	:	

DECLARATION OF JONATHAN KARP

Jonathan Karp, pursuant to 28 U.S.C. §1746, declares as follows:

1. I am the Chief Executive Officer of Simon & Schuster, Inc. (“Simon & Schuster”).
2. I make this declaration in connection with the Government’s Emergency Application for a Temporary Restraining Order and Motion for a Preliminary Injunction.
3. I have personal knowledge of the facts set forth herein, and I would be competent to testify to these facts if called as a witness.
4. I have more than thirty years of experience in book publishing. Prior to joining Simon & Schuster, I served as editor in chief at Random House, and later as publisher and editor in chief of Twelve, an imprint I founded that was part of the Hachette Book Group. In 2010, I left Twelve to become executive vice-president and publisher of Simon & Schuster’s adult publishing division. In 2018, I became president of that division. I remained in that position until May of this year, at which point I became Simon & Schuster’s CEO. Prior to entering book

publishing, I worked as a journalist, including at the *Washington Post*, the *Miami Herald* and the *Providence Journal*.

5. Simon & Schuster is one of the nation's preeminent publishing houses. Over the course of the last two decades, it has published many significant works dealing with matters of national security, including memoirs by important figures in the country's national security leadership. These books include, among others, *Bush at War* by Bob Woodward (2002), *Against All Enemies: Inside America's War On Terror* by Richard A. Clarke (2004), *State of War: The Secret History of the CIA and the Bush Administration* by James Risen (2006), *Hard Choices: A Memoir* by Hillary Rodham Clinton (2014), *Every Day Is Extra* by John Kerry (2018), and *Tough Love: My Story of the Things Worth Fighting For* by Susan Rice (2019).

6. I have personally been involved with the publication of at least three books that underwent a prepublication review process by the U.S. government: *The Threatening Storm: The Case for Invading Iraq* by Kenneth M. Pollack (2002), *Hard Choices: A Memoir* by Hillary Rodham Clinton (2014), and *Every Day Is Extra* by John Kerry (2018).

7. In September 2019, Simon & Schuster was approached by representatives of Ambassador John Bolton about publishing a memoir recounting his experiences working in the Trump Administration. This was shortly after Ambassador Bolton's departure from his position as National Security Advisor, a position he held from April 2018 to September 2019.

8. Ambassador Bolton is a highly regarded foreign policy expert, who has held senior positions in the federal Government in both law enforcement and national security. He has served in the administration of every Republican president since President Ronald Reagan, including as United State Ambassador to the United Nations under President George W. Bush.

He has also written extensively on foreign policy, including a book published by Simon & Schuster and numerous articles, and has worked as an expert commentator on Fox News.

9. On September 25, 2019, Simon & Schuster entered into a publication agreement with Ambassador Bolton. From that point on, I have been the principal person at Simon & Schuster responsible for overseeing publication of the book, which is entitled *The Room Where It Happened: A White House Memoir* (the “Book”). In the agreement, Ambassador Bolton warrants and represents, in relevant part, that neither “publication or sale” of the Book would “violate[] any federal or state statute or regulation thereunder, nor is it in any other matter unlawful.”

10. The Book provides an insider’s account of Ambassador Bolton’s tenure in the Trump Administration. As has been widely reported, the Book is highly critical of President Trump and his national security decision-making. In particular, the Book details the basis for Ambassador Bolton’s view that, in managing foreign policy, President Trump routinely puts his own interest in being reelected ahead of the national security interests of the United States. Based on my decades of publishing experience, I have absolute confidence that the Book is a matter of utmost public importance.

11. In late December 2019, representatives of Ambassador Bolton informed Simon & Schuster that he had elected to submit the Book to the National Security Council (“NSC”) for prepublication review. As Ambassador Bolton’s attorney, Charles J. Cooper, explained in correspondence to the NSC dated December 30, 2019, however, “Ambassador Bolton has carefully sought to avoid any discussion in the manuscript of sensitive compartmented information (‘SCI’) or other classified information, and we accordingly do not believe that prepublication review is required.” A copy of Mr. Cooper’s December 30, 2019 correspondence

to the NSC is attached as Exhibit D to the Declaration of Matthias Mitman submitted by the Government.

12. Mr. Cooper is a highly respected attorney and public servant. Among other things, he served as a law clerk to Justice William H. Rehnquist and as Assistant Attorney General in the Office of Legal Counsel from 1985 to 1988 under President Reagan.

13. On January 26, 2020, based on Ambassador Bolton's and his representatives' expectations concerning the anticipated course of the prepublication review process, Simon & Schuster set an initial publication date for the Book of March 17, 2020.

14. On March 4, 2020, however, Simon & Schuster pushed back the publication date to May 12, 2020, because Ambassador Bolton informed us that the prepublication review process remained ongoing.

15. On April 27, 2020, representatives of Ambassador Bolton confirmed to Simon & Schuster that he had been told by the career professional at the NSC responsible for reviewing the Book that she had completed her review and that the changes he had agreed to make to it following her advice and guidance were satisfactory. Specifically, Ambassador Bolton's representatives told Simon & Schuster that the NSC had informed Ambassador Bolton that he had successfully made the final change to the Book that it had requested.

16. The Government's Complaint confirms those representations to Simon & Schuster by Ambassador Bolton and his representatives about the conclusion of the prepublication review process. The Complaint states, at Paragraphs 45-46, that, on April 27, 2020, Ellen Knight, the NSC's Senior Director for Records, Access and Information Security Management, accepted Ambassador Bolton's last edit and "was of the judgment that the manuscript draft did not contain classified information." The Complaint also states that Ms.

Knight came to that conclusion after working with Ambassador Bolton on the prepublication review process for four months.

17. Shortly after the NSC's conclusion was communicated to it, Simon & Schuster took the necessary steps to formally accept the final version of the manuscript that Ambassador Bolton submitted, as provided under the terms of their publication agreement. Once Simon & Schuster formally accepted the manuscript for publication, and initiated the publication process, Ambassador Bolton lost any authority/ability he otherwise may have had to prevent or delay the Book's publication.

18. In addition, after the NSC's conclusion was communicated to it, Simon & Schuster set June 23, 2020 as the new publication date and began the process of readying the Book for publication. That process involves, among other things, printing copies of the book, processing orders, and shipping ordered copies to retailers and wholesalers to be available to customers by the publication date.

19. On May 22, 2020, Simon & Schuster began the shipment process. More than 200,000 copies of the Book have already been shipped domestically. This includes shipments to retail booksellers large and small, from large national chains and online entities to a host of small, independent, booksellers. Similarly, Simon & Schuster has shipped thousands of copies of the Book to booksellers around the world, including in Continental Europe, India and the Middle East.

20. Simon & Schuster no longer maintains control of the copies of the Book that have been shipped to the large national chains, online retailers, and small independent booksellers referenced in the previous paragraph of this Declaration. Once Simon & Schuster shipped them in response to a purchase order, title to the physical copies passed to the retailer or wholesaler.

21. In addition, the practice of many online booksellers is to ship preordered copies in advance of the publication date so that the books arrive on, or very shortly after, the day they first become available for purchase at brick-and-mortar stores. As a result, I have been advised that certain online retailers have already shipped preordered copies of the Book to some of their customers.

22. Separate from the copies shipped for sale, virtually every major media organization in the United States possesses at least one copy of the Book. Beginning on June 5, 2020, Simon & Schuster sent copies to most of the major print, broadcast, and cable news outlets around the country. Since the Government filed its Complaint, the *New York Times*, the *Washington Post*, and CNN have all published lengthy news reports disclosing the contents of the Book in great detail, including that President Trump asked Chinese President Xi Jinping to help him with his reelection bid by increasing agricultural purchases from United States farmers. Those news reports are available here, <https://www.nytimes.com/2020/06/17/us/politics/bolton-book-trump-impeached.html>, here, https://www.washingtonpost.com/politics/trump-asked-chinas-xi-to-help-him-win-reelection-according-to-bolton-book/2020/06/17/d4ea601c-ad7a-11ea-868b-93d63cd833b2_story.html, and here, <https://www.cnn.com/2020/06/17/politics/bolton-book-what-we-learned/index.html>. And, yesterday, the *Wall Street Journal* published an extensive excerpt from the Book, which can be found here: <https://www.wsj.com/articles/john-bolton-the-scandal-of-trumps-china-policy-11592419564>.

23. I have read the Book in its entirety. Although I do not consider myself an expert in national security matters, based on my review, it seems inconceivable to me that it contains any information that is properly classified or that would otherwise harm national security. To be

sure, the Book contains information that is likely to be highly embarrassing to the Administration and the President, but my understanding is that embarrassment alone is not sufficient reason to classify information. I am, therefore, not at all surprised that, nearly two months ago, Ms. Knight, the career professional responsible for reviewing the Book at the NSC, concluded similarly.

24. I understand that the Government now claims that it later developed concerns about classified material in the Book. But, the Complaint's description of the process that led to those concerns provides every reason to be skeptical. In the Complaint, the Government admits, at Paragraphs 51-52, that, after Ms. Knight determined that the Book contained no classified information, and communicated that conclusion to Ambassador Bolton, Michael Ellis, the NSC's Senior Director for Intelligence, was recruited to restart the prepublication review process, which had already significantly delayed the Book's publication. In my experience with the Government's prepublication review processes, such intervention is, at best, highly unusual. As an analysis published yesterday in the *Washington Post* explains, Mr. Ellis is a political operative, not a career professional, and he has a documented history of politicizing intelligence and classification issues. That analysis can be found here:

<https://www.washingtonpost.com/politics/2020/06/17/trump-official-said-john-boltons-book-contained-no-classified-info-then-trump-loyalists-intervened/>.

25. The many public statements President Trump has made about the Book further reinforce my belief that the Trump Administration's actual objective is to shield the President from an unflattering portrait of his leadership and not to protect the national security interests of the United States. Just this morning, the President tweeted that he has apparently sought to prevent the Book's publication because it "is made up of lies & fake stories." And, earlier this

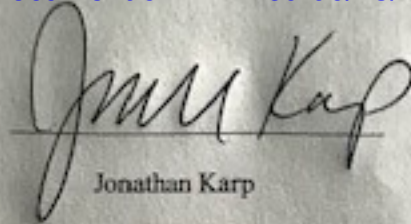
week, the President stated, in response to a question about why he would seek to prevent the Book's publication, that he "consider[s] every conversation with me as president to be highly classified."

26. For all these reasons, I cannot help but conclude that President Trump has politicized the prepublication review process, including through this lawsuit, and that he is using it as a pretext to prevent the release of information of immense interest to the public that he fears could be damaging to his prospects for reelection.

27. I understand that, in its court papers, the Government seeks to enjoin Simon & Schuster, a non-party to this action, from distributing additional copies of the Book and to force it to take steps to secure from its accounts the return of those copies that have already been shipped. As set out in this Declaration, Simon & Schuster has virtually no ability to comply with such an injunction because more than 200,000 copies of the Book have already been shipped, including to retail purchasers from online booksellers; copies of the Book are already in the possession of virtually every major news organization in the United States, some of which have already published detailed accounts of the Book's contents; and Simon & Schuster no longer has control over any of those copies. More importantly, the Government's effort to secure an injunction against Simon & Schuster, the non-party publisher of a book that addresses matters of the utmost public concern, is a transparent attempt to circumvent the First Amendment's heavy presumption against prior restraints. Whatever the legal ramifications of the various non-disclosure agreements referenced in the Complaint may be for Ambassador Bolton, they are irrelevant to Simon & Schuster's First Amendment right to publish.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 18, 2020



Jonathan Karp

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

JOHN R. BOLTON,

Defendant.

Civil Action No. 20-1580-RCL

**[PROPOSED] ORDER REGARDING PLAINTIFF’S EMERGENCY
APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND MOTION FOR PRELIMINARY INJUNCTION**

Before this Court is Plaintiff’s application for temporary restraining order and motion for preliminary injunction. Upon consideration of the motion, the briefing in support and opposition to the motion, and all other parts of the record, Plaintiff’s motion is **DENIED**. The Court holds that Plaintiff is unlikely to succeed on the merits; Plaintiff is unlikely to suffer irreparable harm without preliminary-injunctive relief; the balance of equities favors Defendant; and granting a preliminary injunction would not be in the public interest. *See Winter v. NRDC*, 555 U.S. 7, 20 (2008).

Dated: _____

HONORABLE ROYCE C. LAMBERTH
United States District Court Judge