



U.S. Department of Justice

National Security Division

Washington, D.C. 20530

March 7, 2019

EMAIL: [REDACTED]

Re: NSD FOIA/PA #18-105
FBI FOI/PA # 1384694-000
Civil Litigation No.:18-cv-0373

Mr. Jordan Sekulow
American Center for Law & Justice
[REDACTED]

Dear Mr. Sekulow:

By letter dated January 7, 2018, the Federal Bureau of Investigation (FBI) forwarded one portion of your FOIA request (FBI FOI/PA # 1384694-000) to this office for processing and direct response to you. Specifically, the FBI forwarded item (6) of your request which seeks:

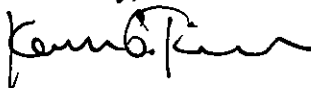
All records concerning the immunity agreements entered into between the Department of Justice (DOJ) and witnesses and/or subjects of the FBI's Clinton investigation, including but not limited to Cheryl Mills and Heather Samuelson, and all other such agreements whereby the DOJ agreed to destroy any records retrieved.

In response to your request, this Office conducted a records search of the National Security Division Counterintelligence and Export Control Section (CES) and located two records responsive to your request. We have processed these two documents for disclosure pursuant to the FOIA, and are releasing both records in part. Certain information within these records is exempt from disclosure pursuant to 5 U.S.C. 552 (b)(6) (which permits the withholding of information when the disclosure of such information "would constitute a clearly unwarranted invasion of personal privacy"); and 5 U.S.C. 552(b)(7)(C) (which permits the withholding of records or information compiled for law enforcement purposes the release of which could "reasonably be expected to constitute an unwarranted invasion of personal privacy").

For your information, Congress excluded three discrete categories of law enforcement information and national security records from the requirements of the FOIA. See 5 U.S.C. §552(c). This response is limited to those records that are subject to the requirements of the FOIA. This is standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

If you have any questions regarding this response, please contact Daniel Schaefer of the United States Attorney's Office for the District of Columbia at (202) 252-2531.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin G. Tiernan". The signature is fluid and cursive, with a prominent initial "K" and a long, sweeping tail.

Kevin G. Tiernan
Records and FOIA

Enclosures



U.S. Department of Justice

National Security Division

Washington, D.C. 20530

June 10, 2016

Beth A. Wilkinson, Esq.
1900 M Street, NW
Suite 800
Washington, DC 20036

Dear Ms. Wilkinson,

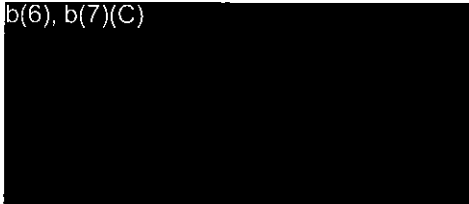
We understand that your client, Cheryl Mills, who is an attorney for former Secretary of State Hillary Clinton, owns a laptop computer, a Dell Latitude E6330 (Serial No. **b(6), b(7)(C)**) ("the Mills Laptop"), which potentially contains information relating to a matter under investigation by the United States Department of Justice. As we have advised you, we consider Cheryl Mills to be a witness based on the information gathered to date in this investigation. We understand that Cheryl Mills is willing to voluntarily provide the Mills Laptop to the Federal Bureau of Investigation, if the United States agrees not to use any information directly obtained from the Mills Laptop in any prosecution of Cheryl Mills for the mishandling of classified information and/or the removal or destruction of records as described below. To that end, it is hereby agreed as follows:

1. That, subject to the terms of consent set forth in a separate letter to the Department of Justice dated June 10, 2016, Cheryl Mills will voluntarily produce the Mills Laptop to the Federal Bureau of Investigation for its review and analysis.
2. That no information directly obtained from the Mills Laptop will be used against your client in any prosecution under 18 U.S.C. § 793(e) and/or (f); 18 U.S.C. § 1924; and/or 18 U.S.C. § 2071.
3. That no other promises, agreements, or understandings exist between the parties except as set forth in this agreement, and no modification of this agreement shall have effect unless executed in writing by the parties.

If you and your client agree to the foregoing provisions, please execute this letter below.


FOR THE U.S. DEPARTMENT
OF JUSTICE:

b(6), b(7)(C)




Counterintelligence and Export Control Section
National Security Division
U.S. Department of Justice


b(6), b(7)(C)



Counterintelligence and Export Control Section
National Security Division
U.S. Department of Justice

AGREED AND CONSENTED TO:


Cheryl D. Mills


Beth A. Wilkinson, Esq.
Counsel for Cheryl D. Mills

10 June 2016
Date



U.S. Department of Justice

National Security Division

Washington, D.C. 20530

June 10, 2016

Beth A. Wilkinson, Esq.
1900 M Street, NW
Suite 800
Washington, DC 20036

Dear Ms. Wilkinson,

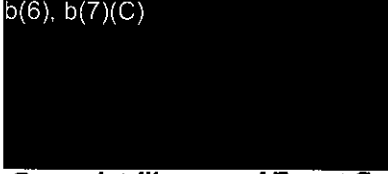
We understand that your client, Heather Samuelson, who is an attorney for former Secretary of State Hillary Clinton, owns a laptop computer, a Lenovo Yoga 2 Pro (Serial No. **b(6), b(7)(C)**) ("the Samuelson Laptop"), which potentially contains information relating to a matter under investigation by the United States Department of Justice. As we have advised you, we consider Heather Samuelson to be a witness based on the information gathered to date in this investigation. We understand that Heather Samuelson is willing to voluntarily provide the Samuelson Laptop to the Federal Bureau of Investigation, if the United States agrees not to use any information directly obtained from the Samuelson Laptop in any prosecution of Heather Samuelson for the mishandling of classified information and/or the removal or destruction of records as described below. To that end, it is hereby agreed as follows:

1. That, subject to the terms of consent set forth in a separate letter to the Department of Justice dated June 10, 2016, Heather Samuelson will voluntarily produce the Samuelson Laptop to the Federal Bureau of Investigation for its review and analysis.
2. That no information directly obtained from the Samuelson Laptop will be used against your client in any prosecution under 18 U.S.C. § 793(e) and/or (f); 18 U.S.C. § 1924; and/or 18 U.S.C. § 2071.
3. That no other promises, agreements, or understandings exist between the parties except as set forth in this agreement, and no modification of this agreement shall have effect unless executed in writing by the parties.

If you and your client agree to the foregoing provisions, please execute this letter below.

FOR THE U.S. DEPARTMENT
OF JUSTICE:

b(6), b(7)(C)



Counterintelligence and Export Control Section
National Security Division
U.S. Department of Justice

b(6), b(7)(C)



Counterintelligence and Export Control Section
National Security Division
U.S. Department of Justice

AGREED AND CONSENTED TO:

Handwritten signature of Heather Samuelson in cursive.

Heather Samuelson

Handwritten signature of Beth A. Wilkinson in cursive.

Beth A. Wilkinson, Esq.
Counsel for Heather Samuelson

6/10/16
Date