

Annex no. 1 - Identifying the lawyers with their clients

1. Indictment report excerpts

- a. “[...] *in his capacity as lawyer of SC R. SRL, as a result of the agreement between defendant T.R. and defendant C.T. and in order to assist the latter with grounds for ordering the hand over of property, in lieu of the director of the F.D., being aware of the latter’s continuous opposition to the retrocession of the forest, took the necessary steps for the hand over to defendant A.R.P.P. over an area of 46.78 hectares [our note - further to Civil Judgement No. 1872/26.06.2003 and Civil Judgement No. 1496/16.05.2005, both of which became irrevocable], signing and filing requests and notifications with the B.F.D. in 2007, threatening lawsuits against the guilty persons for indemnification as a result of the «abusive» behavior of F.N.F.A., asking the director to «intercede and solve» the situation, all this knowing that defendant A.R.P.P. was not the entitled person and that the forest had not been the property of Carol II, following which actions C.T. issued orders of repossession and actual hand-over of the properties, for the purpose of which he ensured the presence at the Mayor’ Office of the lawyer E.M. whose activity he was coordinating, and who signed the minutes on behalf of defendant A.R.P.P, causing damage to the Romanian State in the amount of EUR 9,523,769, amount which also represents an undue advantage for A.R.P.P, R.T., P.N. and the members of the criminal group, meets the constitutive elements of the offence of accessory to abuse of office [...]*” - emphasis added - (pages 278-279 of the indictment report);
- b. “[i]n order to conceal the criminal nature of the deal as negotiated by T.R. on behalf of his associates, a contract for the assignment of rights under administrative or judicial proceedings for the retrocession of property was concluded on 1 November 2006, at the headquarters of the T.Z.A. Law Firm, between defendant P.P.A.R. and SC R., represented by defendant T.R. [...] More specifically, this contract drawn up by defendant Rosu Robert Mihaita provides that [...]” - emphasis added - (page 36 of the indictment report).

2. Excerpts for the first instance court`s judgement (of acquittal)

- c. “[a]ll the pieces of evidence marshalled during the criminal investigation phase and trial phase reveal that the defendant Roşu Robert Mihăiţă carried out a normal activity as lawyer of the company R. SRL, without ever asking or receiving any goods in exchange of a promise to intervene with the competent public officers so that they would direct the restitution of the properties reclaimed by the defendant A.R.P.P.” - emphasis added - (pages 137 to 138 of the first instance court’s judgment);
- d. “[t]he fact that the defendant Roşu Robert only exercised his normal activity as lawyer in this case was also retained by the Judge of Rights and Freedoms of the High Court of Cassation and Justice in Resolution No. 338 of 11 March 2016, rendered in Case No. XXXXXXXXXXXX. In this Resolution, the Judge of Rights and Freedoms indicates that «(...) nothing incriminates the law firm, and even less so the defendant Roşu Robert, whose actions fall within the limits of activities normally carried out by lawyers. The role of the lawyer, regardless of whether he represents a private party or a State organ, is to be a professional, a counsel and trusted representative of his client» (page 39 of the Resolution) and that «lacking any certain evidence to indicate a

criminal collusion between the defendant T.R. and the defendant Roșu Robert, the fact that the latter merely expressed his opinion that «Prince P.» is entitled to restitution of certain properties which belonged to king Carol II or that he drafted certain notifications to the leadership of the institutions that held the reclaimed properties under management cannot make him criminally liable, especially against the background of an uneven practice among courts as to the application of Law 10/2001. Moreover, it is to be noted that such notifications had also been filed long before - starting with the first notifications of February 2002, when the lawyer was a certain N.D. - while at the same time to issue a notification only has a procedural value and does not create rights or obligations» (pages 39-40 of the Resolution).” - emphasis added - (page 138 of the first instance court’s judgment);

- e. ***“[t]he defendant Roșu Robert Mihăiță is accused that, with a view to attaining the goal of the organized criminal group as regards obtaining the properties reclaimed by the defendant A.R.P.P., in his capacity as lawyer of R., following the understanding between defendant T.R. and defendant C.T. and in order to help the latter justify issuing a decision to hand over the property, in lieu of the director of the F.D., known for having constantly opposed the restitution of the forest, undertook steps in order for the defendant A.R.P.P. to obtain the hand over of the 46.78 ha of land, by way of signing and submitting requests and notifications to the B.F.P. in 2007, by way of threatening legal action against the responsible persons, with damages for the «abusive» conduct of R.N.P.R., and asking the director to «intervene and remedy» the situation, all of these while knowing that the defendant A.R.P.P. was not entitled, and that the forest was not the property of Carol II, following which actions C.T. issued orders of repossession and actual hand-over of the properties, for the purpose of which he ensured the presence at the Mayor’ Office of the lawyer E.M. whose activity he was coordinating, and who signed the minutes in the name of the defendant A.R.P.P., with the consequence of prejudicing the Romanian State with the amount of Euro 9,523,769, which constitutes unjust benefits for him, for R.T., P.N. and the members of the organized criminal group, which deed, in the eyes of the prosecution, meets the constitutive elements of the crime of complicity of abuse of office where the public officer obtained an unjust benefit with particularly serious consequences as provided by Article 48(1) of the Criminal Code by reference to Art. 13² of Law 78/2000 by reference to Article 297(1) of the Criminal Code, Article 309 and Article 5 of the Criminal Code being applied.” - emphasis added - (pages 200 to 201 of the first instance court’s judgment);***
- f. ***“[t]he defendant Roșu Robert Mihăiță is accused that, acting in the manner described at item I of the description of the facts, starting with 1 November 2006, and in a continuous manner, with a view to hide the illicit nature of the understanding between the other members of the organized criminal group (the owners of R. SRL) and the defendant A.R.P.P. (for influence purchase/peddling), but also with a view to hide the goods obtained as a result thereof, he helped with the conclusion of certain legal documents, namely: the assignment contract dated 1 November 2006 (regarding the properties undergoing administrative or judiciary proceedings for restitution, among which Snagov Forest and Băneasa Royal Farm), the addenda to this contract, dated 20 March 2007 (regarding 12 properties among which the Peleş Palace), 4 April 2007 (regarding the assets forming the Balcic royal property), 4 October 2007 (regarding 11 properties, agricultural land, forests as well as buildings in Sinaia and Bucharest), the sale-purchase contract authenticated by the notary public under Resolution No. 3512/15 October 2007 (for the Snagov***

Forest), the sale-purchase contract authenticated by the notary public G.G. on 15 January 2009 (regarding the Băneasa Farm), **by way of participating to the negotiation and drafting of these contracts, directly or through lawyers of the firm who worked under his coordination, at his disposal, he thereby creating the appearance of lawful commercial transactions, which deed, in the opinion of the prosecution, meets the constitutive elements of the crime of complicity to money laundering as provided by Article 48(1) of the Criminal Code by reference to Article 29(1)(a) of Law 656/2002, Article 35(1) and Article 5 of the Criminal Code being applied.**” - emphasis added - (pages 227 to 228 of the first instance court’s judgment).

3. Excerpts from the appeal grounds submitted by DNA

- g. “[f]urther to reading in conjunction the aforementioned statements, we find that, in fact, **several meetings took place between the defendants A.R.P.P. and Roşu Robert, before the execution of the assignment agreement, in which its clauses were discussed and negotiations were held in relation to the percentages that should have been received by A.R.P.P. further to obtaining each property.**

The fact that the percentages were established in a way that was so economically unfavourable to defendant A.R.P.P. is held by the court of first instance as an element in assessing the unlawful nature of the litigious rights assignment agreement, so that the participation of defendant Roşu Robert in these discussions, read in conjunction with the statements of defendant A.R.P.P. [...], along with the further conduct of defendant Roşu Robert (in the development of the assignment agreement, as described in the indictment report) are sufficient arguments/evidence to prove that he was involved in influence peddling.” - emphasis added - (appeal grounds submitted by DNA, pages 111 to 112).