

Annex no. 3 - Hearing the lawyers as witnesses in cases filed against their clients

Excerpts from the lawyers` statements heard as witnesses:

a. Name H.J., forename I.A. [...]

“Prosecutor’s question: How was the analysis made within the litigation department if you lost a case?”

Answer: If the court renders a ruling to reject our claim, we are unhappy, we do not make any analysis at team level. If it is something out of the ordinary, like a legal reasoning, then yes, we do make an analysis.

Prosecutor’s question: Did the department coordinator ask why the case was lost?

Answer: Sometimes he did, maybe he asked why it was lost and to be told what the court said. There was no customary analysis procedure after the ruling was rendered, other than to comment thereon. We made an analysis before taking over the case, so as not to commit to what we cannot do.

Prosecutor’s question: Did you talk about final rulings?

Answer: We also commented on non-final rulings.

Prosecutor’s question: Then, the opportunity of filing an appeal is discussed within the department?

Answer: It is not discussed, each lawyer has his/her own cases and has no time for the cases of a colleague. However, we discuss with the client and the latter decides whether to go forward with the case.

Prosecutor’s question: From 2006 to 2013, were there any dissatisfactions of the coordinator as regards the activity of his subordinate lawyers?

Answer: No, there were not. [...] - (emphasis added) (the statement of witness H.J.I.A. dated 11 May 2018 in case no. 345/64/2016, before Braşov Court of Appeal);

b. Name G., forename I.M. [...]

“[...]”

Prosecutor’s question: Was there at any time any difference of opinions on legal matters between you and Robert Rosu in which you acquiesced to his opinion?

Answer: I will open a side note: In the past I had a conflict with Robert Rosu, generated by administrative issues which are not related to this case. Nevertheless, he has never pressured me and there were no contradictions on legal matters between us. The fact that a discussion is held between two persons, at a particular time, where one person agrees to the interpretation of the other person and the other way around, is an usual situation between two knowledgeable jurists.

Prosecutor's question: From what you said, it would follow that you never had any opinion that was different from defendant Robert Rosu's opinion?

Answer: In these cases, I did not [...]" - (emphasis added) (the statement of witness G.I.M. dated 11 May 2018 in case no. 345/64/2016, before Braşov Court of Appeal);

- c. Name Z., forename G. indicates, in the statement he made in front of the court on 2 March 2018, that:

"Mr. T.R. contacted me by phone in September 2006 asking for a meeting about a potential real estate project related to a litigious rights assignment contract concluded with Mr. P. Al R. [...] I organized this meeting at the offices of our law firm, together with R.R., the lawyer who was coordinating the litigation department, as well as with a lawyer from the real estate department, D.A., I think. I am certain that the meeting was also attended by Mr. R.T. and Mr. D. B., who was the legal counsel of the company B., Mr. B. S., and the object of the meeting regarded two aspects: we were asked to perform a legal audit on Prince P's assets and, also, I was informed that there had been discussions, negotiations for the conclusion of a litigious rights assignment contract. I subsequently received this contract from Mr. D. B. and I forwarded it to my colleagues." - (emphasis added);

- d. Name A., forename D. indicates, in the statement he made in front of the court on 25 May 2018, that:

"I recall that on 20 September my coordinating partner, D.B., asked me to review the draft contract that had been sent to the firm the day before. From what I know, the contract had been sent by D. Barnett, the lawyer of [company] R., to G.Z., via email. I was asked to analyse this contract and propose amendments to better protect our client, being also told that the client had expressly asked that we do not intervene in a profound manner that would reopen discussions on certain aspects that the parties had negotiated and on which they had reached a commercial agreement, so that our amendments did not generate any delays in the conclusion of the contract.

Question: Did R.R. contribute to the drafting of these amendments or of the contract in general?

Answer: No.

Question: Following the meeting that you attended, were you convinced that the defendant P. Al R. really wanted to conclude that contract?

Answer: Yes, without doubt.

Question: Do you recall any discussions about these percentages taking place at the time of the signing?

Answer: As far as I recall, the meeting scheduled for the signing of the contract took place on 21 September, in the morning if I am not mistaken, and besides the matters I have already explained, they went straight to signing. I do not recall any discussion about commercial aspects, such as percentages. I emphasize once again that the parties had reached their commercial understanding before the client even contacted us, on 19 or 20 September.

Question: Have you ever read the contract concluded in 1st November 2006?

Answer: Yes, I have.

Question: Did it contain amendments other than those you would have known about, and when?

Answer: I do not know that contract by heart, but I do not believe so. There was no one else to perform such amendments, because the persons who dealt with this contract were myself together with D. Barnett and lawyer Leçi. Whether a clause might have been added at the time of the signing, that I do not know. This can be checked by comparing the intermediary version with the final version.” - (emphasis added)