



Göttingen Regional Court

In the name of the people
Judgment

5 KLS 504 Js 35904/22 (18/23)

In the criminal case

against

Dr. R. [REDACTED] F. [REDACTED]

born on [REDACTED] in [REDACTED]

z. currently in prison [REDACTED],

Nationality: German

Defense lawyer:

Attorney at law [REDACTED] [REDACTED] [REDACTED]

Lawyer Prof. Dr. [REDACTED] [REDACTED], Lawyer [REDACTED]

Dr. [REDACTED] [REDACTED] [REDACTED]

Lawyer Lawyer [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

Confiscation parties:

l [REDACTED] F [REDACTED] born on [REDACTED], [REDACTED]
[REDACTED]

for breach of trust

the Göttingen Regional Court - 5th Criminal Chamber - in the public hearing of
24.04.2025, which was attended by:

Presiding Judge at the Regional Court [REDACTED]
as Presiding Judge

Judge at the Regional Court [REDACTED]
Judge at the Regional Court [REDACTED]
as observer judges

[REDACTED] [REDACTED]
[REDACTED] r [REDACTED]
as lay judges

Public prosecutor [REDACTED]
as an official of the public prosecutor's office

Attorney at law [REDACTED] [REDACTED]
as defense [REDACTED] [REDACTED]
counsel

[REDACTED]
as clerk of the court registry

recognized as right:

The defendant is guilty of embezzlement in two cases.

He is sentenced to a total term of imprisonment of 3 years and 9 months.

The non-imputation of 5 months of pre-trial detention is ordered.

To the detriment of the "Stiftung Corona-Ausschuss Vorschalt gUG i. G.", the defendant obtained €700,000.00 and the confiscating party obtained €264,194.48.

The defendant and the party involved in the confiscation are ordered to pay compensation in the amount of the proceeds, whereby they are jointly and severally liable in the amount of €264,194.48.

The defendant shall bear the costs of the proceedings, including his necessary expenses.

Applicable provisions:

§§ Sections 266 (1), (2), 263 (3) sentence 2 no. 2, 53, 73 (1), 73b (1) sentence 2 no. 2, 73c para. 1 sentence 2 StGB

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Reasons

A. Introduction

The subject of the proceedings are two cases of breach of trust to the detriment of the company "Stiftung Corona-Ausschuss Vorschalt gUG (haftungsbeschränkt)" was founded. The defendant was one of a total of four managing directors of this pre-company. The subject of the allegation of breach of trust are two payments in the amount of € 200,000.00 from 10.11.2020 (to an account of the defendant's wife) and in the amount of € 500,000.00€ from 26.05.2021 (to an account of the defendant), which the defendant used privately on his own authority, as he had intended from the outset. These payments were covered by loan agreement documents that the other shareholder-managing director, the witness V [REDACTED] F [REDACTED], had concluded with the defendant on behalf of the previous company. The reason for the payments was to protect the prior company's funds from feared state access, which is why the defendant and the witness V [REDACTED] F [REDACTED] had agreed by e-mail and text messages parallel to the signing of the loan agreement deed that the defendant would hold the funds in liquid form in "secure accounts". These transactions were concealed from the other managing partners, the witness A [REDACTED] F [REDACTED] and the witness Dr. H [REDACTED] at the instigation of the defendant.

B. Findings

I. Findings on the person of the accused

The defendant was born on [REDACTED] in [REDACTED]. He is married and has adult children.

The defendant graduated from high school in [REDACTED] and subsequently studied law, completing his first state examination at [REDACTED] and his second state examination at [REDACTED].

[REDACTED] He also completed an LL. M. at the [REDACTED]

[REDACTED] university. He was awarded his doctorate in [REDACTED].

Since [REDACTED] he has been working as an independent lawyer in his law firm [REDACTED] [REDACTED] " law firm. He is currently no longer admitted as a lawyer in Germany.

The defendant was last in Mexico, from where he was deported by the Mexican authorities. He has been in custody in this matter since his arrival in Germany on 13.10.2023.

A total fine of 50 daily rates of €100.00 each for insults in 2021, one of which was only committed after the first offense established here, has already been enforced.

II. Findings on the case

1. Background to the offense

In the course of the coronavirus pandemic and the government measures adopted in this context from March 2020, the proportionality and justification of which he questioned, the defendant had joined forces with several people, including the lawyer and witness V [REDACTED] F [REDACTED] , to organize an online symposium in which various issues were to be discussed through interviews with experts.

This developed into the "Corona Committee", a regular online program format in which the initiators and their invited guests discussed the coronavirus and related medical and legal issues.

a) About the "Corona-Ausschuss Vorschalt gUG" foundation in formation (preliminary company)

In order to create a supporting association for the "Corona-Ausschuss", the defendant, the witnesses V [REDACTED] F [REDACTED] and A [REDACTED] F [REDACTED] and the witness Dr. J [REDACTED] H [REDACTED] , all of whom were lawyers, established the "Stiftung Corona-Ausschuss Vorschalt gUG (haftungsbeschränkt)" on 9 July 2020 before the notary public [REDACTED] in Berlin and adopted its articles of association.

They each took over 25% of its share capital totaling 500.00€ as shareholders. The articles of association stipulated that one or more managing directors could each be granted sole power of representation and exemption from the restrictions of Section 181 BGB.

In accordance with the articles of association, the object of the company was the promotion of science and research, public health and healthcare, education and training, art and culture as well as democratic government within the scope of the German Fiscal Code.

The articles of association stipulated that the company would transfer its assets generated from donations and other income to the "Corona Committee Foundation" to be established by the company with the same objectives immediately after recognition by the competent supervisory authority. The Articles of Association also stipulated that the company's funds may only be used for the purposes set out in the Articles of Association and that the shareholders will not receive any benefits from the company's funds. Furthermore, no person may benefit from expenses that are alien to the purpose of the company or from disproportionately high remuneration.

It was stipulated that the managing directors are authorized to represent the company without restriction even before the company is entered in the commercial register.

Furthermore, in the shareholders' meeting of 9 July 2020, which was also recorded by the notary [REDACTED], the four founding shareholders were each appointed as managing directors with sole power of representation, exempting them from the restrictions of Section 181 BGB, whereby it was stipulated that the appointed managing directors were also authorized to represent the previous company in accordance with the articles of association.

However, the company (hereinafter referred to as the "pre-company") was not subsequently registered.

On the one hand, this was due to formal reasons. For example, the articles of association had to be amended several times after consultation with the tax office due to the intended non-profit status, whereby the non-profit status was ultimately not recognized. Finally, according to the Berlin Charlottenburg district court, the company was also not registrable due to concerns raised by the Chamber of Industry and Commerce regarding the term "foundation".

Finally, in the summer and autumn of 2021, disputes arose regarding the inspection and examination of documents requested by the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED], which they wanted to carry out before further involvement in registration efforts due to tax law problems they feared.

With regard to the acts also at issue here, the defendant was removed as managing director on October 5, 2022 with the votes of the witnesses A [REDACTED] F [REDACTED] V [REDACTED] F [REDACTED] and Dr. H [REDACTED] and his shares were withdrawn. On 01.12.2022, the witness V [REDACTED] F [REDACTED] was also dismissed as managing director with the votes of A F [REDACTED] Dr. H [REDACTED].

b) Further associations

As a result of the differences with the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] and the lack of registration of the pre-company, the defendant and the witness V [REDACTED] F [REDACTED] founded a new company, SCA Investigative Committee UG, on 27.12.2021 without the participation of witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED]. From May 2022, the account of SCA Investigative Committee UG was listed on the homepage of the Corona Committee as a donation account.

After the defendant was dismissed as managing director of the previous company by shareholder resolution of 5 October 2022 with the votes of the witnesses A [REDACTED] F [REDACTED] V [REDACTED] F [REDACTED] and Dr. H [REDACTED] and his shares were withdrawn, he no longer participated in the SCA Investigative Committee UG committee, but founded the ICIC (International Crimes Investigative Committee), with which he operated his own version of the "Corona Committee".

c) Management of donations and expenses of the committee

The website of the "Corona Committee" (www.corona-ausschuss.de) initially called for donations to the "Corona Committee" or the "Corona Committee Foundation". This page also stated: "The Corona Committee was founded by four lawyers. It is taking evidence on the corona crisis and the measures taken."

The pre-company did not have its own accounts. The donations were received successively in various trust accounts of the defendant's witness W [REDACTED] and the witness V [REDACTED] F [REDACTED], each of which were listed as donation accounts on the aforementioned website of the "Corona Committee".

No donation account was listed on the website at the time the pre-company was established on 09.07.2020. From 16.07.2020 until 09.03.2021, the lawyer's escrow account of the witness W [REDACTED] DE [REDACTED] [REDACTED] 32 04 ([REDACTED] bank) was shown as the donation account. The witness W [REDACTED] had been told by the witness V [REDACTED] F [REDACTED], who had discussed the conditions with him, that he should hold the escrow account for the pre-company.

From 09.03.2021 until 29.07.2021, the defendant's lawyer escrow account was IBAN DE [REDACTED] 05 04 ([REDACTED] bank [REDACTED]), then until 09.12.2021 the defendant's account IBAN DE [REDACTED] 58 50 ([REDACTED] bank [REDACTED]) and then the account of the witness V [REDACTED] F [REDACTED] IBAN DE [REDACTED] 24 60 (BIC: [REDACTED] bank [REDACTED]).

As of 24.05.2022, the "SCA Investigative Committee UG i. Gr." and the account IBAN DE [REDACTED] 11 51 (BIC: [REDACTED], [REDACTED] bank [REDACTED]) was specified.

Invoices relating to the Corona Committee from the defendant and the witness V [REDACTED] F [REDACTED] as well as various invoices from other issuers were in any case addressed to the pre-company before May 2022 and also paid from the trust accounts indicated on the website.

From June 2021, the witness [REDACTED] K [REDACTED] was appointed to manage the bank account and to record the account movements on the aforementioned accounts, including retroactively, and was employed until his termination on August 15, 2022. The witness K [REDACTED] had also been told that he was working for the previous company. Accordingly, he had prepared the preliminary annual financial statements dated December 31, 2020 for the previous company, in which the donation income for 2020 credited to the trust account managed by the witness W [REDACTED] for the previous company at

of the preliminary income statement in the amount of 896,956.46€ were recognized as "sales revenues" of the previous company and the expenses were also recorded in the accounts as operating expenses of the previous company. These preliminary financial statements of the prior company were signed by the defendant and the witness V [REDACTED] F [REDACTED].

d) Class action and loans granted by lawyer T [REDACTED] (not accused)

The defendant, who in the past had successfully participated in a class action lawsuit (action for damages against manufacturers of breast implants) in the USA, together with the lawyer T [REDACTED] (who together with the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] runs the [REDACTED] law firm "H [REDACTED] ") pursued the plan to conduct a class action lawsuit in the Anglo-American region in cooperation with international lawyers by entrepreneurs injured by government measures in connection with the Corona pandemic in Germany. Lawyer T [REDACTED] was to act as the contractual partner for the clients. The clients wishing to sue each paid him € 800.00 net.

On November 3, 2020, the defendant had taken out an interest-free loan of € 100,000.00 via lawyer T [REDACTED]. The amount was paid into an account at the defendant's law firm, where it was subsequently used. A written loan agreement was concluded for this purpose, which the defendant signed as the borrower and the lawyer T [REDACTED] signed as the lender on behalf of the "Interessengemeinschaft Corona-Schadensersatzklage".

At the end of January 2021, the defendant also took out a further (apparently only verbally agreed) loan in the amount of 500,000.00€ via lawyer T [REDACTED] to repay bank liabilities for his property at [REDACTED] [REDACTED] in [REDACTED]. The background to this was that W [REDACTED] Bank had previously informed the defendant that it wanted to terminate the loan commitment with him. The defendant informed the lending W [REDACTED] Bank in the person of employee v [REDACTED] [REDACTED] by e-mail dated 27.01.2021 that that lawyer T [REDACTED] "as agreed, the amount of € 500,000.00 to your [...]"

and instructed him to assign the land charge originally provided to W█████ Bank as security for a total of 650,000.00€ to the lawyer T█████ in order to process this transaction.

The funds for the loans probably came from the plaintiffs' payments into the class action.

On December 29, 2021, attorney T█████ declared the termination of the cooperation with regard to the Corona damages claim, terminated the loans and requested the defendant to pay the total amount of €600,000.00 (from the loans of €100,000.00 and €500,000.00) to his law firm account by January 14, 2022. On the other hand, in a letter to lawyer T█████ dated 2 August 2022, the defendant declared the termination of the existing mandates on behalf of several clients of the class action who had given him power of attorney to do so and requested lawyer T█████ to hand over the land charge of €600,000 in his "possession". The defendant and lawyer T█████ did not comply with these mutual demands.

2. Transfer of the amounts in question and agreements between the defendant and the witness V█████ F█████

Due to rumors about investigation proceedings and account seizures at other associations and persons critical of corona measures, which the witness V█████ F█████ and the defendant considered to be credible, the defendant and the witness V█████ F█████ feared that the escrow account used by the pre-society and held by the witness lawyer W█████ could also be seized in the course of politically motivated investigation proceedings. Against this background, the defendant suggested to the witness V█████ F█████ that, in order to maintain the working capacity of the preliminary association, which would not have been able to fulfill its obligations and continue the work of the committee without funds, sums of money should be transferred to himself and the witness V█████ F█████ from the escrow account of the witness W█████ used at the time.

In this regard, the defendant wrote an email to the witness V█████ F█████ on November 7, 2020 with the following content: "V█████ I am putting 100,000 into I█████ [*meaning the defendant's wife who is involved in the confiscation, note of the Chamber*] account and

100,000 to my account in the USA, from where it can go back to wherever it is needed at any time. Please also do something like 100,000 or 200,000, the rest will remain with w [i.e. the witness W██████████, note of the Chamber] in an escrow account. I'll sign yours, you sign my DV, ok from J██████████ u A██████████ I got" (although the latter did not actually apply). He attached a scan of a loan agreement for € 200,000.00 dated 06.11.2020 and signed by him to the email. On 09.11.2020, he wrote to the witness V██████████ F██████████ via a messaging service: "V██████████ please fetch via DV 200,000 to a secure account of yours and send my DV with date and signature from today to me". The witness V██████████ F██████████ signed the loan agreement, which provided for the granting of an interest-free loan of € 200,000.00 from the previous company, represented by the witness V██████████ Fi██████████ to the defendant, repayable by the end of January 2022. On the instructions of the defendant, the witness W██████████ then transferred on **November 10, 2020** from the escrow account held by him for the prior company at ██████████ bank, IBAN DE ██████████ ██████████ 32 04, the amount of 200,000.00€ (due to an existing transfer limit) in 20 individual tranches of 10,000.00€ each to the account of the defendant's wife, I██████████ F██████████ at ██████████ bank IBAN DE ██████████ ██████████ ██████████ 27 35 (deed 1). The escrow account of the lawyer W██████████ had a balance of € 461,776.76 before the transfer.

The defendant did not mention to the witness V██████████ F██████████, who signed a loan agreement for 100,000.00€ with the defendant as the representative of the pre-company on January 7, 2021 and had the amount paid out on January 12, 2021 from the escrow account of the witness W██████████ at ██████████ bank, IBAN DE ██████████ ██████████ 32 04 (not the subject of the indictment), the defendant did not mention that he would not leave the money in bank accounts - contrary to the announcement made by email and chat message. In particular, he also did not tell her that he wanted to spend the money for private purposes or "park" it in his property. However, the defendant suggested to the witness V██████████ F██████████ ██████████ who had complained about her financial situation, in the course of a chat on 16/01/2021 to bridge a financial bottleneck she was experiencing either by issuing invoices to the pre-company or by transferring the amount of €100,000.00 to her as a "loan".

With reference to further cases of account seizures in the corona-critical environment and against the background of the bank's termination of the escrow account held with the witness W [REDACTED] (since March 9, 2021, a lawyer's escrow account of the defendant has been used), the defendant proposed a further amount of € 500,000.00 to him from the assets of the pre-company. 2021, a lawyer escrow account of the defendant was used), the defendant proposed to the witness V [REDACTED] F [REDACTED] that a further amount of €500,000.00 be paid to him from the assets of the pre-company to maintain the committee's ability to work, to which the witness V [REDACTED] F [REDACTED] agreed. In this respect, too, there was no question of the amount of money paid out to the accused being used for private purposes.

The defendant then had her sign a loan agreement dated May 14, 2021, according to which the previous company, represented by the witness V [REDACTED] F [REDACTED], granted him an interest-free loan in the amount of €500,000.00, repayable by the end of May 2022. The loan agreement contains the addition: "As security, a land charge for € 700,000.00 on the property of the borrower's wife in [REDACTED], CA [REDACTED], USA", but this was not subsequently implemented. Rather, no collateral in rem and no guarantees were provided for either amount.

The amount of 500,000.00€ was transferred on **May 26, 2021** by the defendant himself from the donation account used at the time at Deutsche Bank IBAN DE [REDACTED] [REDACTED] 05 04 to his private account with [REDACTED] bank eG IBAN DE [REDACTED] [REDACTED] 01 and subsequently used for the private purposes of the the accused, in particular for the repayment of loans (offense 2). The escrow account held by the defendant for the previous company had a balance of € 1,173.166.65 before the transfer.

After the witness K [REDACTED] had taken over the account management for the Corona Committee in June 2021, which also included recording the data on the account movements that had accumulated up to that point, he was also told by the defendant that these were emergency reserves in an external custody account. Only later did he learn that there were loan agreements for this and recorded this accordingly.

3. Concealment from witnesses H [REDACTED] and A [REDACTED] F [REDACTED] and discovery of the use

The other co-partners and co-managing directors, the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] were not informed by the defendant or the witness V [REDACTED] F [REDACTED] about the payment of the sums of money mentioned under 2. to the defendant and to the witness V [REDACTED] F [REDACTED] .

In the summer of 2021, the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] were concerned that they might be held liable for tax on the company's donation income, the amount of which they did not know, because the company was still not registered. They therefore asked about the status of the finances, but received no information either from the witness V [REDACTED] F [REDACTED] or from the defendant, but were referred to the accountant, the witness K [REDACTED] . However, they did not receive the information and documents they requested from him either, as the defendant had previously instructed the witness K [REDACTED] to "step on the brakes" when providing information to the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] and not to hand over any information or documents.

Following a Zoom conference in September 2021, in which, among others, the legal scholar Prof. S [REDACTED] participated as a mediator, the witnesses were promised that they would receive the requested documents. However, the co-directors A [REDACTED] F [REDACTED] and Dr. H [REDACTED] only received an Excel spreadsheet from witness K [REDACTED], which only [REDACTED] contained a list of the recipients of expenses and the total expenses paid to them for 2020, so that the payments of €500,000.00€ to the defendant and €100,000.00 to witness V [REDACTED] F [REDACTED] were not listed there. The amount of € 200,000.00 paid to the defendant was listed there with the designation "external custody account" without specifying a recipient. The following note, which was also written by witness K [REDACTED] , is included in the notes to this Excel spreadsheet:

"As a result, the SCA had a credit balance of 716,513.19 euros as at December 31, 2020. Of this, 516,513.19 euros were in the Commerzbank account and 200,000 euros in a trusteeship. According to an agreement from November 2020, this trusteeship was intended to prevent possible government measures that would have deprived the SCA of liquidity (confiscation, etc.). The EUR 200,000 will be held as an emergency reserve on in an external account and , can cover the SCA's liabilities and thus its operations.

liabilities and thus ensure the operation of the SCA for some time. According to available invoices, the SCA has an input tax credit of 22,816.36 euros for 2020." This reference was made by witness K and reflected how the background to the payment of ██████████ ██████████ €200,000.00 was conveyed to him by the defendant.

Further documents, in particular an itemized list of postings, the preliminary balance sheet of the previous company for 2020 (in which the amount of 200,000€ however also only as current assets under under the heading "Cash on hand, credit balances at credit institutions, postal giro" as "01120 Bank (██████████ bank) 200,000.00") or other receipts.

In July 2022, the witness V ██████████ F ██████████ - who possibly already suspected or knew at that time that the defendant had spent the money mainly for private purposes - asked the defendant to transfer €50,000.00 from the €700,000.00€ to the then committee account and, in response to his answer that the house had to be sold first, pointed out that the money was only "parked" with him. The defendant then explained in a chat message dated July 7, 2022 "we didn't leave anything in the accounts, we put everything in real long jumpers [*probably meaning stores of value, note from the chamber*]. In other words, we repaid the bank loans that were on the house (as we wouldn't have been able to get an extension from the bank anyway). But it's all there, and as we're selling the house now, it should all be back with you in a few weeks.

In August 2022, the witness V ██████████ F ██████████ decided to inform the witnesses Dr ██████████ and A ██████████ F ██████████ , who thus learned for the first time of the events surrounding the funds in question.

4. Intentions of the defendant

In fact, from the very beginning, the defendant's main aim was to be able to use the €700,000.00 for private expenses, at least temporarily, after he had already had the interest-free loan of €100,000.00 from November 3, 2021, which he had had paid out to his law firm account by lawyer T ██████████ as representative of the "Interessengemeinschaft Corona-Schadensersatzklage".

The Chamber assumes in his favor that at the time of signing the contractual documents for the loans and transferring the amounts in November 2020 and May 2021, he still intended to return the amounts declared as loans to the previous company at some point. However, he wanted to do this at a time and in a way that seemed opportune to him and neither adhered to the content of the loan agreement documents nor followed the ideas of the witness V [REDACTED] F [REDACTED] and even the other co-shareholders and managing directors.

It was therefore convenient for him that he was able to encourage the witness V [REDACTED] F [REDACTED] on 16/01/2021 to also use the amount of €100,000.00 provided to her for private expenses in order to be able to eliminate this as a source of danger for the discovery of his actions and the resulting criminal and civil consequences.

He also relied on being able to successfully cut off the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED], whose intellectual and legal abilities he disparaged, from the flow of information. In doing so, he initially misrepresented to the witness V F [REDACTED] in the [REDACTED] of November 7, 2020 with the sentence "ok from J [REDACTED] and A [REDACTED] I got" that he had authorized the transfer of the first € 200,000.00€ to him and the first € 100.000.00 to witness V [REDACTED] F [REDACTED] with them, but then made it clear to witness V [REDACTED] F [REDACTED] in a chat message dated 16.01.2021 with regard to witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] that only he (the defendant) and she (witness V [REDACTED] F [REDACTED]) had "air sovereignty over the money".

In autumn 2021 at the latest, when the co-partners and co-managing directors A F [REDACTED] and Dr. H [REDACTED] initially requested access to documents on the company's income and expenses and their audit before a new notary appointment became necessary to arrange for the company's registration, the defendant made the final decision not to return the funds to the previous company under any circumstances, but at best to the company planned by him and the witness V [REDACTED] F [REDACTED] "SCA Investigative Committee UG" and later to the ICIC he had founded.

5. On the specific use of the amounts by the defendant

Although the defendant was aware that, according to the purpose of the payments to maintain the committee's ability to work in the event of state seizure measures and the declarations accompanying the loan agreement deed, made by email and chat message of 7 and 9 November 2020 (see 2 above), he would have been obliged to keep the amounts transferred to him available for the pre-company at all times, the defendant and his wife subsequently used them largely for private expenses - as intended by the defendant from the outset.

The defendant used the amounts as described below, whereby he had no liquid funds available to repay the loan. However, he could have borrowed money and could also have expected to be able to obtain an amount from the sale of his property that would have been sufficient to repay the amounts, also in view of its encumbrances, in particular the land charges assigned to [REDACTED] T [REDACTED] .

a) Receipt of 200,000.00€ into the account of the wife of the defendant

The amount paid in 20 tranches of € 10,000.00 each by the witness W [REDACTED] to the account of the defendant's wife, I [REDACTED] at [REDACTED] bank IBAN DE [REDACTED] [REDACTED] 27 35 was credited there on 10.11.2020. This was an ordinary current account with deposits and withdrawals, whereby the withdrawals were regularly higher than the deposits. The expenses included Standing orders for "Sparen I F [REDACTED] [REDACTED] transfers to the defendant's wife's daughter from a previous marriage, payments for insurance, restaurants and shopping. The account had a balance of €211,051.87 after the money was received.

**b) Receipt of € 500,000.00 in the account DE [REDACTED] 17 00 at
GLS Gemeinschaftsbank eG and other account movements**

The amount of 500,000.00€ is initially to be paid into the defendant's account with the IBAN [REDACTED] 17 00 at the [REDACTED] bank eG was received. This account existed from 23.04.2021 to 09.09.2021.

Apart from bank charges and a deposit of € 100.00 on 04.05.2021, it only showed the following entries: The amount of € 500,000.00 was received on 27/05/2021. On 18.08.2021, € 50,000.00 and on 08.09.2021 (with the closure of the account) € 264,194.48€ were transferred to the current account of the defendant's wife mentioned under a) (see c) below).

On 24.08.2021 € 50,000.00 and on 25.08.2021 € 21,089.41 were transferred to the defendant's account with the IBAN [REDACTED] [REDACTED] (business credit account) at [REDACTED] bank and thus the defendant's existing loan debt there was redeemed.

On 25.08.2021 14,500.00 was paid, on 26.08.2021 50,000.00€ and on 27.08.2021 50,000.00€ were transferred to the defendant's loan [REDACTED] account IBAN DE [REDACTED] at ING-DiBa AG, whereby the loan there for his mother's property was repaid, for the sale of which an amount of 291,000.00€ was credited to the account of the defendant's wife in April 2022 (see c below).

c) Account movements on the accounts of the defendant's wife

The defendant's wife had two savings accounts and a securities account at [REDACTED] bank in addition to the [REDACTED] account into which the €200,000.00 was received.

The account balances developed as follows:

Account	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Total balance	Remarks
Date \ Type	[REDACTED]-account	Savings account	Savings account	Deposit account		
30.06.2020	47.158,15 €	7.614,55 €	193,96 €	13.743,57 €	68.710,23 €	
31.07.2020	38.268,87 €	8.414,44 €	6.935,17 €	187,01 €	53.805,49 €	
31.08.2020	26.333,91 €	9.714,44 €	8.935,17 €	194,35 €	45.177,87 €	
30.09.2020	16.915,65 €	10.014,44 €	8.935,17 €	194,35 €	36.059,61 €	
31.10.2020	12.967,86 €	10.314,44 €	8.935,17 €		32.217,47 €	
30.11.2020	207.542,92 €	10.314,44 €	8.935,17 €		226.792,53 €	Receipt 200,000.00

						€ (from the deed 1.)
31.12.2020	199.737,32 €	10.915,68 €	9.936,13 €			220.589,13 €
31.01.2021	190.516,28 €	11.215,68 €	9.936,13 €			211.668,09 €
						Receipt 24,260.45€ from deletion of other account
28.02.2021	198.945,06 €	11.515,68 €	9.936,13 €			220.396,87 €
31.03.2021	198.725,21 €	11.515,68 €	9.936,13 €			220.177,02 €
						Cash withdrawal from 31.900,00 €, transfer of 50.000,00 € to the account D ██████████ ██████████, ██████████, from where divorce costs costs paid were
30.04.2021	99.990,20 €	11.515,68 €	9.936,13 €			121.442,01 €
31.05.2021	81.917,06 €	11.515,68 €	9.936,13 €			103.368,87 €
30.06.2021	72.064,20 €	11.515,68 €	9.936,13 €			93.516,01 €
31.07.2021	59.671,45 €	24.180,45 €				83.851,90 €
						Receipt of 50,000.00 € (transferred from th - account from amount deed 2).
31.08.2021	57.614,83 €	25.486,46 €				83.101,29 €
						Receipt of 264,194.48 € (Transfer from th account Amount deed 2)
30.09.2021	314.445,49 €	25.486,46 €				339.931,95 €
31.10.2021	81.751,52 €	27.345,68 €	200.006,13 €			309.103,33 €
30.11.2021	38.761,32 €	27.345,68 €	200.006,13 €			266.113,13 €
31.12.2021	21.843,60 €	27.947,98 €	180.013,18 €			229.804,76 €
31.01.2022	33.127,51 €	27.947,98 €	170.013,18 €			231.088,67 €
28.02.2022	12.623,19 €	28.547,98 €	130.013,18 €			171.184,35 €
31.03.2022	15.861,96 €	28.847,98 €	90.013,18 €			134.723,12 €

						Receipt of € 291,000.00 € from the sale of the house of the mother of the defendant
30.04.2022	286.829,49 €	39.147,98 €	30.013,18 €		355.990,65 €	
31.05.2022	183.468,08 €	39.147,98 €	30.013,18 €		252.629,24 €	
30.06.2022	113.055,17 €	39.147,98 €	30.013,18 €		182.216,33 €	
31.07.2022	86.672,48 €	40.047,98 €	31.513,18 €		158.233,64 €	
31.08.2022	73.316,18 €	72.107,12 €			145.423,30 €	
30.09.2022	60.796,89 €	72.108,12 €			132.905,01 €	
31.10.2022	44.207,17 €	947,98 €	31.513,18 €		76.668,33 €	
30.11.2022	9.536,43 €	1.247,98 €	10.513,18 €	13.705,98 €	35.003,57 €	
31.12.2022	171.258,14 €	2.549,58 €	5.516,75 €	13.783,09 €	193.107,56 €	Receipt of € 149,272.19 € from Mr. [REDACTED] and € 36,750.00 € of the Mr. [REDACTED] from the sale of the property of the defendant

6. Encumbrance and value of the property of the defendant

The defendant owned a 40/100 co-ownership share in the property as well as the [REDACTED] property [REDACTED] in [REDACTED]. On these

The defendant's law firm and the residential building were located on these properties. According to the purchase agreements concluded on October 3, 2022, they had a combined sales value of €1.345 million; the buyers were third parties not related to the defendant. The property and the co-ownership share were both secured (by way of joint liability) in the first three ranks with enforceable land charges in accordance with Section 800 ZPO in favor of [REDACTED] Bank (hereinafter referred to as W [REDACTED] Bank, formerly Bank [REDACTED] H [REDACTED] AG, [REDACTED]) in the total amount of 650,000.00€ , which at that time was valued at 500,000.00€ . This involved a land charge for € 307,000.00 plus 15% interest and a one-off additional payment of 10%, a land charge for € 200,000.00€ plus 15% interest and a land charge for € 143,000.00 plus 18% interest and a one-off additional payment of 5%.

[REDACTED]

The loans secured by these land charges were then redeemed with the loan agreement for € 500,000.00€ (cf. 1. d) concluded verbally between the defendant and the lawyer T [REDACTED]. To secure the repayment claim for this € 500,000.00 as well as the € 100,000.00€ plus interest previously taken out by the defendant, the defendant instructed W [REDACTED] Bank on 27.01.2021 to assign the land charges to lawyer T. W [REDACTED] Bank complied with this on 03.02.2021 by sending a declaration of assignment, the signature of which was notarized by the notary Dr. [REDACTED] J. [REDACTED] notarized was [REDACTED] notarized. The [REDACTED] declaration of assignment [REDACTED] received the [REDACTED] addition [REDACTED] "Notification of execution is requested".

No further land charges were still outstanding. Irrespective of how the terminations and transfers of mandate issued in the summer of 2022 affected the continued existence of the loan claim, it was to be expected from the defendant's perspective at the relevant time of the breach of trust that the unencumbered part of the property would be sufficient to repay the €700,000.00 in question.

7. Sale of the property

On 03.10.2022, the defendant, as the seller, concluded a contract for his property at [REDACTED] [REDACTED] and the 40/100 co-ownership share in the property [REDACTED] [REDACTED] with the buyers [REDACTED] and [REDACTED], in which the defendant undertook to procure unencumbered ownership for €1,050,000.00 and €295,000.00 respectively. In each case, it was stipulated "Insofar as the purchase price is not otherwise to be used to release the property sold from registered encumbrances, payments are to be made to the account of I [REDACTED] Fu [REDACTED] [REDACTED] (wife of the seller) at [REDACTED] bank". In addition, "The notary is instructed to obtain all private and official authorizations, to receive them for the contracting parties and to execute the contract."

The contract could not subsequently be executed as planned because the defendant was unable to obtain the deletion authorization from W [REDACTED] Bank, which was still entered in the land register and which had requested the assignment of the land charges to [REDACTED] T

was unable to provide this. The entry of the assignment of the land charges to the lawyer T■■■■ was then made on 18.11.2022. The lawyer T■■■■ offered to issue the deletion permits to the buyers if they paid a total of €1,158,250.00 of the purchase price to him. Accordingly, he issued the notary with a deletion permit with a corresponding trustee condition. The notary then instructed the buyers to transfer the purchase prices accordingly, so that after deducting a smaller payment to cover notary costs, only a remaining amount of €186,022.19 was transferred to the account of the defendant's wife.

8. (No) Repayment/restitution of damages

Repayment of the €700,000.00 to the previous company has not yet been made, either in full or in part, in particular not through the remaining amount of €186,022.19 from the sale of the property that was transferred to the account of the defendant's wife. However, the defendant declared in an application for detention review dated 29/11/2023 that he would assign the - disputed and undisputed - claims against lawyer T■■■■ in connection with the events established under 7. to the previous company, but this was not accepted. In addition, he declared for the first time in the statement of complaint dated 02.01.2024 that he was offsetting against fee claims. He stated that the agreement in Section 2 (4) of the partnership agreement, according to which the shareholders may not receive any benefits from the company's funds, was immoral and therefore void pursuant to Section 138 BGB, meaning that he was entitled to claim fees for his work for the company.

C. Evaluation of evidence

I. Findings on the person

The defendant's personal details are based on the information he provided and the curriculum vitae he wrote.

II. Findings on the case

1. Admission

The defendant stated that he had concluded loan agreements with the witness V [REDACTED] F [REDACTED] for the amounts in question and that the sums of € 200,000.00 and € 500,000.00 had been paid out. This had been done because he and the witness V [REDACTED] F [REDACTED] had feared that the accounts of the Corona Committee would be seized as part of arbitrary state measures. For this reason, they had decided to "park" €200,000.00 with him and €100,000.00 with the witness F [REDACTED] .

Insofar as he had stated in the email of 7 November 2020 (see B. II. 2. above) that he would transfer his money to accounts from where the money could go wherever it wanted at any time and on 9 November 2020 had asked the witness V [REDACTED] F [REDACTED] via WhatsApp to transfer money "by DV" to a "secure account", he explained that this was merely an interim solution. In fact, the money was to be parked in a "store of value" such as his property. This was necessary because his wife's account and his private account could also have been seized by the state and terminated by the banks.

The further loan agreement in May 2021 for €500,000.00 was also made to avoid arbitrary state seizures after the account balance had increased further due to further donations. He had wanted the agreement on the land charge on the ranch in the USA to be included so that it was clear that a solvent person with corresponding assets was behind it.

Interest had not been agreed for the loans because no interest could be obtained at the time, and in some cases penalty interest had even become due.

When asked, he explained that the committee would no longer have been able to work within 14 days of a seizure measure. However, the money was not - as the witness V [REDACTED] F [REDACTED] had explained several times - to be kept as a liquidity reserve, but was to be spent for private purposes. In his view, repayment was guaranteed because of his property in [REDACTED] and his wife's ranch. He had also initially assumed that the loan from the witness V [REDACTED] F [REDACTED] was secured accordingly.

When asked further, he stated that he could have borrowed money from solvent acquaintances at any time if money had really been needed for the committee. However, he would neither have wanted a bank loan nor - due to his past lawsuits against banks - been able to obtain one. He could have secured these private loans with his property. However, following disputes with the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED], he would have made it a precondition that the two would no longer play a role. They had gone underground since the beginning of 2020 in order to "do their own thing", but had then objected in the summer of 2021 to the plan of witness V [REDACTED] F [REDACTED] to hand over books with the minutes of the Corona Committee free of charge, as they had also been listed there by name. It then became clear to him (the defendant) that they were only interested in money. He and the witness V F [REDACTED] then founded a new UG (the SCA Investigative Committee UG) without the participation of the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED].

In this context, the defendant in the during witness A [REDACTED] F [REDACTED] on April 3, 2024, the defendant spontaneously commented on an excerpt from the criminal complaint, in which it had been stated that in the fall of 2021 the defendant had threatened witnesses A [REDACTED] F [REDACTED] and Dr. H H that [REDACTED] would simply start a new business with the witness V [REDACTED] F [REDACTED] and "leave the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] with the ruins of the company" when they first wanted to inspect the documents before participating in the registration of the company. The witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] understood this to mean that the defendant had held out the prospect of simply transferring the company's funds to a new one, which would be managed exclusively by the defendant and the witness V F [REDACTED] [REDACTED] would be. In his spontaneous statement on this, the defendant admitted that he had indeed tried to do so. He had ticked them off (the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] when he realized that they were "zero numbers". He further stated that, in his opinion, there had been an implied transfer of assets from the previous company to the company founded by him and V [REDACTED] F [REDACTED], which had continued the committee.

The defendant also admitted that it was true that he had stated in an affidavit dated 13.01.2023 in a civil law dispute with the witness V [REDACTED] F [REDACTED] "The amount of € 700,0 [REDACTED] [...] actually available. Only

it Mrs. F [REDACTED] no longer more available available made be made available, but used appropriately for further investigative work in my version of the committee, the ICIC (International Crimes Investigative Committee)." However, this was preceded by the fact that he had been deceived by the witness V [REDACTED] F. [REDACTED]

In the further course of the trial, the defendant stated that he had always been willing to make repayments. In contrast to his statements regarding the implied transfer of assets, he also stated that he had been aware that he would have had to repay the previous company, but that this had not been practically feasible for him. The previous company had never been registered and therefore did not exist. There was also no account for the previous company.

Insofar as he replied in July 2022 to the request of the witness V [REDACTED] F [REDACTED] to repay money to the committee account that he first had to sell the house, he only pretended a lack of liquidity because he did not want to pay committee money for the projects she intended. If there had been a real problem, he could have made money available immediately. He had also pointed out that the gold he had purchased for the Corona Committee could have been sold.

The other shareholders and managing directors Dr. H [REDACTED] and A [REDACTED] F had [REDACTED] informed by him about the first loans to him and to the witness V [REDACTED] F. In response [REDACTED] the allegation that, according to the content of the minutes of the shareholders' meeting of October 5, 2022, he did not respond to the allegation that the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] had not rejected this, but had justified the non-disclosure, he stated that the minutes may well be correct, but that he had forgotten the fact that the witnesses had been informed in advance at the time of the shareholders' meeting.

It was true that he had referred the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] to the witness K [REDACTED] when they wanted information about the financial circumstances of the company and that he had asked the witness K [REDACTED] to slow down when providing information because the witnesses were only interested in money. However, he did not know exactly what information the witness K [REDACTED] had given.

In a spontaneous statement during the questioning of witness V F [REDACTED], the defendant [REDACTED] also stated that all three loan agreements had been signed by him and V [REDACTED] F [REDACTED] had been signed.

2. The background to the offense

a) About the "Corona Foundation - Ausschuss Vorschalt gUG iG"

The findings on the establishment, the articles of association and the representation regulations of the previous company are based on the corresponding documents.

The findings on the non-registration and the reasons for this follow from a letter from the Charlottenburg Local Court, in which the Chamber of Industry and Commerce (IHK) raised concerns about the company. Furthermore, these findings as well as the findings regarding the dismissal of the defendant as managing director, the withdrawal of his shares and the dismissal of the witness V [REDACTED] F [REDACTED] as managing director follow from the consistent statements of the defendant, the witness V [REDACTED] Fi [REDACTED] the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] as well as the minutes of the shareholders' meeting of 05.10.2022.

b) About the other associations

The establishment of the other associations (SCA Investigative Committee UG and ICIC) is evident from the information provided by the defendant and witness V [REDACTED] Fi [REDACTED], which is consistent in this respect [REDACTED].

c) Administration of the donations and expenses of the Corona- Committee

The content of the appeals for donations is derived from the archived content of the homepage www.corona-ausschuss.de.

The fact that the preliminary company did not have its own account and that the trust accounts mentioned in the findings were used to receive the donations made to the "Corona Committee" and that the expenses were also disputed from these accounts

follows from the consistent statements made by the defendant, the witness V [REDACTED] Fi [REDACTED] the witness K [REDACTED] and - as far as the escrow account in his name is concerned - the witness W [REDACTED]

The fact that the witness W [REDACTED] was told that he was to manage the escrow account for the previous company follows from the information provided by the witness, who stated that he believed that he had registered the previous company as the beneficial owner. Furthermore, he explained that against the background that he had been told that there were four managing directors with sole power of representation for the previous company, he had agreed with V [REDACTED] F [REDACTED] that he would make dispositions if there were two concurring declarations of intent from managing directors with power of representation. In practice, he had only received approvals from the defendant and from V [REDACTED] F [REDACTED], but the okay could also have come from A [REDACTED] F [REDACTED] and Dr. J [REDACTED] H [REDACTED]. Thus, the Chamber has no doubt that the order to operate the escrow account was given to the witness W [REDACTED] for the company founded by the witnesses Dr. H [REDACTED] A [REDACTED] F [REDACTED] V [REDACTED] F [REDACTED] and the defendant.

The findings regarding the indication of the previous company as the addressee of invoices in connection with the operation of the Corona Committee and the preliminary annual financial statements for 2020 are based on the consistent statements made by the defendant, the witness V [REDACTED] F [REDACTED] and the witness K [REDACTED] during the discussion of various invoices presented.

The fact that witness K [REDACTED] was told that he had been commissioned to work on behalf of the previous company follows from his statements. The witness stated that he had worked for the previous company, whereby it was clear to him that A [REDACTED] F [REDACTED] and Dr. H [REDACTED] also had a right to information as shareholders. Furthermore, the witness also included the account movements recorded by him in the annual financial statements for the previous company.

d) The class action and loans granted by RA T [REDACTED]

The findings on the class action are based on the information provided by the defendant, who in particular provided information on the background to the loans taken out in accordance with the findings

as well as the documents available in this regard, in particular the written termination letters.

3. Regarding the agreements between V■■■■ F■■■■ and the defendant and the payment of the contracts

The signing of the loan agreement documents with the established content follows from the contract documents themselves as well as the concurring statements of the defendant and the witness V■■■■ F■■■■. They also concurred in stating that, contrary to the provision in the "loan agreement" for € 500,000.00, no mortgages had been created, to which the witness V■■■■ F■■■■ also stated that she had not even seen this provision. The copies of the loan documents introduced in the self-reading procedure were only signed by the defendant. However, he himself admitted - in a spontaneous statement during the questioning of the witness V■■■■ F■■■■ - that she had also signed the loan documents. This was also confirmed by the witness V■■■■ F■■■■ who, with regard to the loan agreement for € 200,000.00, stated that the defendant had taken the agreement with him after she had signed it.

It also follows from the consistent statements of the defendant and the witness that the money transfers were made on the occasion of feared account seizures
V■■■■ F■■■■

Witness K■■■■ also credibly stated that after he had taken over the (also retroactive) recording of the account movements and the management of the escrow account of the previous company used at the time in June 2021, the defendant informed him that the payments in question were emergency reserves in external custody accounts. This information provided by the witness K■■■■ is consistent with the information "external custody account" on the Excel spreadsheet and notes prepared by the witness K■■■■ for the witnesses A■■■■ F■■■■ and Dr. H■■■■ (see B. II. 3. above). He later learned that loan agreements existed for these payments.

The fact that it was not agreed with the witness V■■■■ F■■■■ that the sums of money transferred to the defendant (or his wife) in the proceedings, contrary to the custody of the funds announced by the defendant in the email of 07.11.2020

the Chamber considers it proven for the following reasons that the funds in question could be spent on gardening work on the defendant's property and other private purposes, contrary to the defendant's announcement in the email dated 7 November 2020:

This is already supported by the fact that the e-mail of 07.11.2020 and the chat traffic of 09.11.2020 as well as the purpose of the measure, the solvency of the prior company even in the event of seizure of the accounts used by it. A copy of the loan agreement deed signed by him was also sent with the email dated November 7, 2020, which shows the connection between the contractual documents and the holding of a reserve in bank accounts. This also applies to the payment of the second loan amount of 500.000,00€, because also here again according to the concurring statements of the defendant and the witness V [REDACTED] F [REDACTED] feared seizure of accounts was the agreed reason. [REDACTED]

This is not contradicted by the fact that the witness V [REDACTED] F [REDACTED] herself had used the money transferred to her - according to the established content of the chat traffic of 16.01.2021 - with the defendant's approval to bridge a financial bottleneck, because this is discussed here between the defendant and the witness V [REDACTED] F [REDACTED] only with regard to the amount paid to the witness V [REDACTED] F [REDACTED], who - unlike the defendant - disclosed to the defendant that she needed money.

Furthermore, the defendant himself does not claim that he told the witness V F [REDACTED] before summer 2022 that he would spend the money for private purposes or that she had even agreed to such a use. When questioned as part of his plea at the beginning of the main hearing, the defendant stated that he did not know whether the witness V [REDACTED] F [REDACTED] knew that he had financed the gardening work on his property with the money from the previous company. In the further course of the trial, he only referred to circumstances which, in his opinion, indicated that the witness was aware of this use, but not that this use had been agreed with her. He stated that the witness had noticed the work on his garden during several visits to him, that she had also become aware of the "putting" of the money into his property in January 2021 through the witness W [REDACTED] and that they had also held a joint meeting on 13 June 2022.

acquaintance, witness B [REDACTED], had asked whether the defendant had used the committee money for the gardening work, which she had confirmed.

In fact, the witness W [REDACTED] stated that the defendant had mentioned to him in November 2020 with regard to the first 200,000.00€ that he had wanted to park the money in his property (there had been no discussion of security in rem, nor was there any question for him that the defendant could have repatriated an amount of this magnitude). He also (the witness W [REDACTED] had asked the witness V [REDACTED] F [REDACTED] on the occasion of a telephone conversation with her, in which he had asked her where the amount of 100,000.00€ to be paid to her was to be transferred, whether she "also parked the money in a property", whereupon the witness V [REDACTED] F [REDACTED] had denied this and said something else, which he no longer knew. This account would suggest that the witness V [REDACTED] F [REDACTED] was aware that the defendant intended to "park the money in his property", but this would not constitute approval of this behavior. The witness W [REDACTED] also admitted, when shown the chat traffic from July 2022 described below, that he could not fully assess whether the witness V [REDACTED] F [REDACTED] knew that the loan amount was to be "put into the house".

[REDACTED] However, the fact that the witness V [REDACTED] F [REDACTED] stated at the main hearing [REDACTED] that the witness V F [REDACTED] only asked her in June 2022 when she collected the gold [REDACTED] stored at witness B whether the defendant had used the money paid to him for the [REDACTED] design of his garden, which she (the witness B [REDACTED] did not know, however), speaks against such knowledge. Before that, they had had few points of contact and had not spoken about the subject. It was only later in the course of her questioning that witness B [REDACTED] explained that witness V [REDACTED] F [REDACTED] had asked her this several times, whereby the gardening work had dragged on for a year. However, such questions from witness V F [REDACTED] would not have been necessary if she had already known that the [REDACTED] defendant wanted to use the money for the gardening work, among other things, and had actually used it.

Ultimately, however, it is irrelevant whether the witness V [REDACTED] F [REDACTED] had knowledge of the defendant's private use of the funds, as the conversation between the witness V [REDACTED] F [REDACTED] and the defendant in July 2022 shows that the defendant was not aware of the use of the funds.

According to the Chamber's assessment, it follows from the chat traffic that a private use of the funds between the accused and the witness V [REDACTED] F [REDACTED] was in any case not agreed. Accordingly, on July 7, 2022, the witness asked the accused to transfer 50,000.00€ to the committee's account and, when the accused pointed out that he first had to sell his house, objected that he could get something back immediately from the "700k loan". When the defendant again pointed out that the house had to be sold first, he answered the question of the witness V F [REDACTED] "Why? Where is the money? It was just parked at your place" with the sentence:

"We didn't leave anything in the accounts, we put everything in real long jumpers [*according to the defendant's credible statements in this respect: store of value, note by the court*]. Meaning: bank loans that were on the house were paid back (since we wouldn't have gotten an extension from the bank anyway [*presumably meaning: more, note of the chamber*]). But everything is there, and since we're selling the house now, it should be back with you in full in a few weeks". In the further course of the chat, witness V [REDACTED] F [REDACTED] then writes that she would not have agreed to the house because it was a liquidity problem.

Even if the witness V [REDACTED] F [REDACTED] only feigned ignorance in the summer of 2022, this chat proves that the defendant himself saw reason to explain to the witness V [REDACTED] F [REDACTED] that the money had not been left in the accounts, which would not have been necessary if he had agreed with her on the other use he had actually made of it. After the witness V [REDACTED] F [REDACTED] expressed surprise at this (whether feigned or not) and stated that she had not agreed to this use, the defendant did not object that this had been discussed with the witness, but explained his actions to her. Insofar as the defendant explained this by saying that the witness V [REDACTED] F [REDACTED] "repressed things that were unpleasant to her" and that they had to be explained to her several times, it does not seem plausible to the court that he did not counter the accusation made against him by saying that the procedure had been discussed in this way.

In view of the above, the Chamber is convinced that the defendant had not discussed the use of the funds for private purposes with the witness V [REDACTED] F [REDACTED] .

4. Concealment from the witnesses Dr. H [REDACTED] and A F [REDACTED]

The findings regarding the concealment of the amounts declared as loans to the accused and the witness V [REDACTED] F [REDACTED] from the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] are based on the following circumstances:

While the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] stated that they only learned about this from the witness V [REDACTED] F [REDACTED] in the summer of 2022, which is consistent with the information provided by the witness V [REDACTED] F [REDACTED], who stated that she informed the witnesses about this in August 2022, this is contradicted by the defendant's admission that he informed the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] about the first [REDACTED] payments to himself and the witness V [REDACTED] F [REDACTED] in any case. However, this admission has been refuted:

This is supported by the fact that on 16 January 2021, the defendant stated his position with regard to the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] in a chat message [REDACTED] the witness V [REDACTED] F [REDACTED] stated his position that only he and witness V [REDACTED] F [REDACTED] had "air sovereignty over the coal".

In addition, the fact that the witnesses were not informed before the summer of 2022 is also evident from the contributions made by the parties involved at a shareholders' meeting on October 5, 2022, at which the defendant was dismissed as managing director and his share was withdrawn. According to the minutes kept by the witness A [REDACTED] F [REDACTED], the witness Dr. H [REDACTED] complained that he and the witness A [REDACTED] F [REDACTED] had not been informed about the loans, to which the defendant replied that they [*the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] Note by the Chamber*] would have been "out long ago". V [REDACTED] F [REDACTED] then objected that this was not true, whereupon the defendant stated that they [*witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] note of the chamber*] had formally still been in and then, in response to the objection of witness V [REDACTED] F [REDACTED] that the first loan had been in 2020, witness W [REDACTED] asked why they [*witnesses V [REDACTED] F [REDACTED] note of the Chamber*] had not told them [*witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] note of the Chamber*]. Witness V [REDACTED] F [REDACTED] then replied that she had [REDACTED] thought that the defendant had discussed it with the witnesses, whereupon the defendant in turn objected that witness V [REDACTED] F [REDACTED] would have "shot the witnesses down" because she didn't trust them. That these

The Chamber considers it proven that these statements were made in the same sense. Although the witness W [REDACTED] stated in the main hearing that in his opinion there were gaps and errors in the minutes as he knew them, he confirmed that the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] had complained about the lack of information about the loans and that his question to V [REDACTED] F [REDACTED] as to why she had not told the witnesses about the loans was exactly the same. The other statements in this regard could also have been made in this way, but he no longer knew this. The defendant himself also stated in his statement in January 2024 that the minutes should be correct and, when asked why he did not refer to having informed the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] at this meeting, instead of justifying why he had not done so, said that he had forgotten at the time that he had told the witnesses about it. In view of the above, the Chamber has no doubt that the allegation of lack of information about the loans was indeed discussed at the shareholders' meeting and that the defendant did not deny this allegation at the time, but rather justified it.

This in turn suggests that the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] - as they themselves stated - were unaware of the loans until the events were disclosed by the witness V [REDACTED] F [REDACTED] in August 2022. In view of the fact that the concealment of the loans was a central accusation against the defendant, which was used to justify his dismissal and the confiscation of his share in the company, the Chamber considers the defendant's admission that he merely forgot at the meeting that he had told the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] about the granting of the loans to be a protective assertion.

Finally, the defendant also admitted that he had asked the witness K [REDACTED] to "step on the brakes" with regard to information to A [REDACTED] F [REDACTED] and Dr. H [REDACTED], which in turn was his attitude stated on 16.01.2021 in a chat message to the witness V [REDACTED] F [REDACTED] that only he and the witness V [REDACTED] F [REDACTED] had "sovereignty over coal". had "air sovereignty over the coal". The witness K [REDACTED] also stated that he had not given any information to the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] despite their equal position, because the defendant and the witness V [REDACTED] F [REDACTED] did not want this. He (the witness K [REDACTED] had seen himself

saw himself as an external service provider, found himself in a dilemma and expected the shareholders to resolve their differences among themselves.

The Chamber is therefore convinced that the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] were not aware of the payments in question until summer 2022 and that the defendant lied to the witness V [REDACTED] F [REDACTED] about this in the email by saying "ok from J [REDACTED] and A [REDACTED] I got" in the email of 7 November 2020.

The Chamber's conviction that the witnesses had previously only received the Excel spreadsheet with the established content is based on the statements of the witness K [REDACTED], who confirmed the statements of the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] confirmed this. With regard to the reference to the Excel spreadsheet, the witness stated that he had taken this as it had been communicated to him by the defendant, with whom he had primarily dealt.

5. The intentions of the accused

The Chamber assumes in favor of the accused that he initially still intended to return a sum of money to the previous company at some point in the amount of what he had obtained.

However, the Chamber is convinced that the defendant's intention from the outset was to obtain liquid funds for private purposes and that he was not fully willing to make repayments, but only wanted to make repayments when it seemed opportune to him, whereby he did not expect any serious resistance from the witness V [REDACTED] F [REDACTED] or the other managing directors and shareholders of the previous company.

The Chamber concludes this from the following circumstances:

The defendant used the money for his own private purposes in an uncontrolled manner, without interest and without providing collateral in rem or guarantees (cf. B. II. 5. above). The amounts were also not repaid on the dates stipulated in the loan agreement documents, i.e. at the end of January 2022 and the end of May 2022. Furthermore, he had also used the funds obtained via lawyer T [REDACTED] as representative of the "class action interest group" for his law firm.

or used to repay the loans at W■■■■ Bank (see B. II. 1. d) above). The balance of his wife's private account, which he also used, had also continuously declined and without the receipt of the € 200,000.00

€ 200,000.00 in November 2020, a negative balance would have arisen immediately (see B. II. 5. c) above). Even in the subsequent period, only the receipt of the remaining amount from the second amount of money obtained from the previous company and the sale of his mother's property could increase the otherwise declining balances again.

Insofar as the defendant admitted that he should have used the money because his account or that of his wife could have been seized arbitrarily and access to the property by the state would have been much more difficult to implement, the actual course of events is not compatible with the aforementioned motive. The amounts were not used immediately, but gradually, so that a large part of the money remained in the private bank accounts for a correspondingly long time (cf. B. II. 5. above).

Moreover, the use of the money for private expenses was not conducive to the purpose of the payments, namely to maintain the committee's ability to work in the event of account seizures or account terminations, especially since this was not even covered by the creation of a security in rem (in particular real estate liens) or a guarantee. Insofar as the defendant speaks of a "store of value" in this context, this is at best a conceptual intention of use, which was not secured by any formal legal position of the holder of the claim - the prior company. The ability of the prior company to quickly access its previously liquid funds held in an escrow account on its behalf was made dependent on the defendant's good will and his ability to raise the amount quickly if necessary. Even insofar as the defendant refers to solvent third parties who would have granted him a personal loan at any time, no enforceable legal position, for example in the form of a declaration of surety, was placed in the hands of the previous company. Even if the defendant had died or otherwise become incapable of acting - even if only temporarily - there would have been no easily realizable possibility for the predecessor company to access the financial resources entrusted to the defendant in a timely manner.

The fact that the defendant presumed from the outset to decide on the timing of the repayment according to his own wishes is evident from the fact that he deliberately kept the co-managing directors and co-partners A [REDACTED] F [REDACTED] and Dr. H [REDACTED] from the flow of information (see B. II. 3. above) and also stated to the witness V [REDACTED] F [REDACTED] in the chat on January 16, 2021 that only the witness V [REDACTED] F [REDACTED] and he had "air sovereignty over the coal".

However, he also did not actually recognize the right of witness V [REDACTED] F [REDACTED] to have a say. He did not inform her of his intended use before summer 2022, nor did he make any effort to meet the witness's repayment requests, as they were made in summer 2022. Rather, he asked about her loan ("What about your 100,000? Gone already?"), thereby conveying to the witness that she could equally be accused of using the money improperly.

In view of the above, the Chamber has no doubt that the accused did not have the unrestricted intention from the outset to return the sums to the previous company at any time, whereby the Chamber is also convinced that he deliberately took the opportunity during the chat with witness V [REDACTED] F [REDACTED] on 16.01.2021 to encourage her to use money from the company for her own private purposes in order to minimize the risk that she would cause him difficulties if the actual use of the money by him had become known.

The Chamber concludes that the defendant was also aware that he was obliged to hold the amounts for the prior company in liquid form in the interests of the prior company from the fact that he was aware of all the circumstances and, in particular, emphasized the aspect of safe custody and availability at all times in his email of 7 November 2021 and the chat message of 9 November 2021. This is also not contradicted by the fact that he and the witness V [REDACTED] F [REDACTED] referred to "financial irregularities" in public statements on social media channels or in conversations with the party "spoke of "loan agreements", as it is obvious to use the term officially chosen in the written contractual documents. It cannot be inferred from this that the defendant and the witness V [REDACTED] F [REDACTED] agreed to the safe custody and the right of withdrawal at any time agreed on 07.11.2021 and 09.11.2021.

availability had later been changed again, especially since the defendant did not describe any actual events from which this would have resulted. Moreover, the defendant himself always referred to the fact that the purpose of the agreements was to maintain the committee's ability to work in the event of seizures of accounts and that he could have obtained the necessary liquidity from third parties at any time. Even if the defendant had classified the agreement incorrectly in legal terms, he was aware that he had to ensure that the money could be made available to the committee at any time.

The defendant himself also admitted that, from autumn 2021, he no longer wanted to return the amounts to the predecessor company at all as a result of the dispute with A ██████ F ██████ and Dr. H ██████ in summer 2021, stating in his statement that he had made it a condition for the repayment of liquidity "that the two no longer play a role", whereby he had also spontaneously stated to the witness A ██████ F ██████ that he had tried to withdraw the funds from the predecessor company. He had "ticked them off" (the witnesses A F ██████ and Dr. H ██████) when he realized that they were "zero ██████ numbers".

The testimony of witness B ██████ , who runs an internet television format on which the defendant frequently appeared, does not indicate otherwise. In the witness's program, the defendant publicly stated (according to witness B ██████) that he wanted to repay the money "to the Corona Committee". The witness was unable to say whether the defendant was referring to the pre-company or SCA Investigative UG, which was operating the Corona-Ausschuss media format at the time. He was not concerned with such legal subtleties. Taking into account the defendant's statement that he would only arrange for repayment if the witnesses A ██████ F ██████ and Dr. H ██████ "no longer played a role", the Chamber assumes that when the defendant said in the broadcast by the witness B ██████ that he wanted to repay the money to the "Corona Committee", he was not referring to the previous company from whose assets the amounts came, but to SCA Investigative UG, which was the operator of the Corona Committee media format at the time. The assumption that the defendant did not intend to repay the previous company is also supported by the fact that in an email dated 26.08.2022 to the witness V ██████ F ██████ and

The other addressees [REDACTED] R [REDACTED] and [REDACTED] W [REDACTED] had made a proposal according to which he was prepared to "repay" the money from the sale of his property in such a way that it would be divided equally between the defendant and the witness V [REDACTED] F [REDACTED] and both could spend it on projects of the committee at their own discretion as long as they "did not buy a Ferrari". This also makes it clear that he was no longer thinking of a repayment to the previous company existing with A [REDACTED] F [REDACTED] Dr. H [REDACTED] and V [REDACTED] F [REDACTED] , but only wanted to accept the witness V [REDACTED] F [REDACTED] and himself (possibly the company SCA Investigative Committee UG, which was only founded and controlled by him and the witness V [REDACTED] F [REDACTED]) as the recipient of his repayment.

Finally, he had also - as he himself admitted in his plea - on 13.01.2023 declared in an affidavit that, due to a dispute with V [REDACTED] F [REDACTED] , he would no longer make the €700,000.00 "available to Ms. F (probably meaning the [REDACTED] Investigative Committee UG), but would use it "for the purpose of further investigative work in my version of the [REDACTED] Committee, [REDACTED] the ICIC (International Crimes Investigative Committee)". Irrespective of whether this decision was caused by a grievance due to the behavior of the other actors, this also shows that he claimed to d e c i d e on the repayment recipient. Accordingly, he had not returned the remaining amount from the sale of the house to the previous company (see B. II. 8 above).

This is also not contradicted by the fact that the defendant declared in his affidavit of 22.06.2023 in a legal dispute with the witness V [REDACTED] F [REDACTED] to assert a right of retention with regard to the amount due to tax debts of the previous company. This does not constitute an acknowledgement of a fundamental legal claim on the part of the previous company or an expression of willingness to repay it in principle.

After all this, the defendant did not care that the repayment claim belonged to the previous company, but claimed to decide for himself to whom he would pay the amount, which is also supported by the fact that, despite the declared intention to "repay" the amount of € 700,000.00 from the purchase price for his house, he included his wife's account in the notarized property purchase contracts of 3 October 2009.

property purchase agreements of 03.10.2022 as the recipient account, whereby he did not repay this partial amount to the previous company either, but, as he himself explained, used it for the educational work of his ICIC.

The court also has no doubt that the defendant knew that he was obliged to repay the money to the previous company. It is not credible for the accused, who had practised as a lawyer, to try to create the impression that he had assumed that he could not pay the previous company, with which he had concluded various contracts, due to a lack of registration, or that an "implied asset transfer" had taken place by founding the new company without the involvement of the co-partners (of the previous company) Dr. H [REDACTED] and A [REDACTED] F [REDACTED]. The defendant also made contradictory statements in this respect, because he had emphasized several times that as a lawyer he had of course known that he had had to pay to the previous company, but that this had not been practically possible because it had not had an account. The Chamber is convinced that these are protective allegations, as he could have agreed the repayment modalities with the managing directors known to him. If necessary, a deposit would also have been available as a way out. The Chamber is convinced that the defendant, as a former lawyer, is also familiar with this legal institution.

6. On the specific use of the money

The findings on the specific use of the money are based on the evaluation of the account data carried out by the Göttingen police station and the explanations provided by the defendant on the account movements identified.

7. On the encumbrance, value and sale of the property

The findings on the value and encumbrance of the defendant's properties and their sale are based on the defendant's admission, the information provided by the notary K [REDACTED] and various documents, in particular the land register excerpts, the notarized purchase agreements, the declaration of assignment from W [REDACTED] Bank and the defendant's instructions given by e-mail, as well as correspondence with the notary and account evaluations by the defendant's wife.

correspondence with the notary and the account statements of the defendant's wife. The buyers were not persons close to the sellers, which is why the Chamber was able to assume that the agreed sales price was in line with the market.

8. Repayment/compensation for damages

The fact that nothing has yet been repaid to the previous company follows from the consistent statements made by the defendant and the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED]

The fact that the defendant had declared in his application for detention review dated January 2, 2024 that he would assign an alleged claim of € 700,000.00 to the previous company and that he declared a set-off with his own remuneration claims against their repayment claims in the statement of appeal for detention dated January 2, 2024 follows from the respective documents themselves. The fact that the assignment was not accepted is based on the defendant's declarations.

D. Legal Assessment

The defendant is guilty of two counts of embezzlement as a result of the acts established.

I. Duty to look after assets

As managing director of the predecessor company, the defendant had a duty of care for its assets due to his position as an executive body.

Furthermore, the agreements made between him and the witness V F [REDACTED] with regard to the amounts of 200,000.00€ and 500,000.00€ paid to him in November 2020 and [REDACTED] 2021 must be interpreted as meaning that the sums of money are to be held in trust. The background and reason for the measures was a feared seizure of the escrow account used by the previous company and the purpose of maintaining the previous company's ability to work for this account.

case. This purpose alone suggests that the amounts were to be held in liquid form. Furthermore, in his email of November 7, 2021 and the chat message of November 9, 2021, the defendant also stated that the 200,000.00€ to be paid to him could go "where it should go at any time, if needed" and that the €100,000.00 was to be paid to V■■■■ F■■■■ to a "secure account" (see B. II. 2. above), which makes it clear that the funds were to be held in liquid form. He did not discuss the actual use with her (cf. B. II. 2. above); however, it is clear from the aforementioned earmarking that private consumption was not intended. Finally, the defendant also informed the witness K■■■■ that it was to be an emergency reserve in an external custody account, which he had also included in the Excel spreadsheet with the total expenses for 2020 for the witnesses A■■■■ F■■■■ and Dr. H■■■■ and in the preliminary annual financial statements for 2020. These agreements also applied to the further amount of € 500,000.00, as there were no further agreements in this regard apart from the agreement to transfer this amount for the same reason, so that the same procedure was implicitly agreed as for the amount of € 200,000.00.

The designation as loan agreements in the contractual documents does not change this interpretation, because these were drawn up precisely to implement this plan, which follows from the fact that the defendant sent a copy of the loan agreement document signed by him as an attachment to the email of 07.11.2020, in which a liquid deposit in bank accounts was announced, which was to be available at any time. The content of this contractual document sent at the same time contradicted the purpose of maintaining a liquidity reserve for emergencies and the agreements made on November 7 and 9, 2020 by email and chat. Consequently, the declarations of intent to conclude the loan agreement were only a sham and void pursuant to Section 117 (1) BGB, while the provisions for the hidden trust agreement apply pursuant to Section 117 (2) BGB. The fact that the defendant agreed to use the amount paid to the witness V■■■■ F■■■■ for private purposes on 16/01/2021 (which is not the subject of this indictment) does not lead to a change in the authority to use the amounts paid to him, which, in the opinion of the Chamber, should also not have taken place without the consent of the other shareholders.

Thus, in addition to the duty to look after the assets arising from his position as managing director, there was also a legal duty to look after the assets arising from the fiduciary relationship.

II. Acting in breach of trust

The defendant breached his asset management duties towards the predecessor company.

1. Allocation of the assets concerned to the predecessor company

The amounts totaling € 700,000.00 were assets of the previous company, since the donation accounts used, one of which was held by the witness W [REDACTED] and the other by the defendant, were held in trust for the previous company.

The application for adhesion originally filed by the witness V [REDACTED] F [REDACTED] (who initially wanted to join the previous company represented by the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] - later no longer pursued due to the defendant's insolvency - which was rejected due to a lack of power of representation, see also G. XXVII.), in an application for adhesion filed "as trustee for the donors" and later taken up by the defense, that the donations were held in trust by the respective account holders for "the donors" and therefore should not be assets of the prior company, the Chamber considers this to be far-fetched in view of the established course of events. The donors merely responded to an appeal for donations and transferred money to a designated account.

According to its articles of association, the preliminary company was established precisely for the purpose of acting as a legal entity for the incoming donations until the establishment of the foundation planned for the long term. This follows in particular from Section 2 (3) of the Articles of Association, which states: "For the purpose of promoting the aforementioned objectives, the company will in particular transfer its assets generated by donations and other income to the "Corona Committee Foundation" to be established by it immediately after it has been recognized by the competent supervisory authority.

to the latter. Until this time, the company shall use the assets generated by donations or other income to pursue its corporate purpose, which is in line with the objectives of the foundation to be established." The company's activities should be expressly permitted even before registration (in accordance with § 4 No. 3 of the articles of association).

The call for donations on the corona-ausschuss.de website with the reference to "four lawyers" also referred to the previous company consisting of four shareholders, each of whom were lawyers. Since a "Corona-Ausschuss Foundation" did not exist, this designation used on the website referred, under the circumstances, to the predecessor company, i.e. the "Corona-Ausschuss Vorschalt gUG Foundation", which was in the process of being established.

The witness W [REDACTED] had also been told that he was to manage the escrow account for the pre-company. Finally, the temporal connection between the establishment of the preliminary company by the articles of association on 09.07.2020 and the first mention of a donation account (that of the witness W [REDACTED] on the homepage on 16.07.2020) also speaks in favor of this.

Furthermore, the invoices for the committee work were subsequently also addressed to the pre-company by the defendant's office, by the witness V [REDACTED] F [REDACTED] but also by third parties and paid from the pre-company's escrow accounts. Furthermore, it was also stated to the witness K [REDACTED] that the administration of the funds was carried out on behalf of the prior company and that the defendant and V [REDACTED] F [REDACTED] also signed the preliminary annual financial statements for 2020, in which the donations were recorded as sales revenue and in which the expenses for the committee were also recorded.

The loan agreement documents also each identified the previous company as the lender.

Furthermore, there were no alternative legal entities at this time.

In any case, at the time of the acts of breach of trust of which the defendant is accused, the previous company still existed, as there were no doubts about the intention to register it at that time. On the contrary, attempts were still being made in the summer of 2021 to find a solution for the registration of the company. But even if

If such existed, the company would in principle have had to be wound up in accordance with the rules applicable to the GmbH and would continue to exist until liquidation as a winding-up company with legal capacity and capacity as a party (see *BGH, judgment of March 31, 2008, II ZR 247/01, para. 6, juris*) or would have to be treated as a GbR in the event of its continuation (see *BGH, judgment of January 18, 2000, para. 17 et seq., juris*). The company would therefore lose neither its assets nor its legal capacity or capacity to be a party, irrespective of whether it still exists as a pre-company, as a liquidation company or as a GbR (see *BGH, judgment of March 31, 2008 - II ZR 308/06 -, para. 6, juris*).

Insofar as the defendant has argued that there was an implied transfer of assets from the previous company to the SCA because the committee was later operated by the SCA and the witnesses A■■■■ F■■■■ and Dr. H■■■■ were "out", this is an erroneous legal opinion. There were no legal acts that would have led to the withdrawal of the shareholders A■■■■ F■■■■ and Dr. H■■■■, nor are there any indications of an asset transfer for which a shareholders' resolution would also have been required (see *BeckOGK/Fiebelkorn, 15.9.2024, GmbHG*

§ 46 marginal no. 1131.2; even in the case of a BGB company, according to the legal situation applicable at the time of the offence, all shareholders would have had to be informed of particularly significant transactions and could have objected, see Staudinger/Habermeier (2003) BGB § 711, marginal no. 3), accordingly, an asset transfer cannot take place for the previous company without the participation of all shareholders). In particular, the mere continuation of the Corona Committee originally operated by the prior company by another company cannot constitute a transfer of assets. In addition, it would also contradict the prohibition on donations pursuant to Section 2 No. 4 of the articles of association of the previous company if some of the shareholders were to effect the transfer of assets of the previous company to a company newly founded by them.

2. Violations of the asset management obligations

The defendant was already in breach of his duty to look after his assets by transferring sums of money to his private account in the manner and with the intention established and by having them transferred to his wife's private account.

a)

Even if it should not have been contrary to the financial interests of the company in principle to have parts of the company's assets held in trust (which was already the case before), this was done here in a way that was contrary to the financial interests of the previous company. Thus, unlike the fiduciary custody in the escrow accounts officially used by the prior company, the fiduciary relationship resulting from the agreed liquid retention was not disclosed, but concealed, which deprived the prior company of the opportunity to counter any creditors of the hidden trustee with a third-party action or to assert a right to segregation in the event of insolvency. In addition, this arrangement made it more difficult for the predecessor company to take any necessary legal action against the defendant, as the sham loan agreements concluded would have enabled him to invoke them in the event of a repayment claim, at least until the loans fell due. The sham loan agreements themselves were also disadvantageous for the company, as they did not provide for the payment of interest. In addition, they contradicted the provision in the articles of association according to which the shareholders were not allowed to receive any benefits from the company's funds.

Nor can this approach be justified by the fact that the concealment served precisely to make it more difficult for the state to seize the assets of the previous company. A legitimate interest in counteracting state measures outside the intended legal process (possibly also in the form of urgent legal protection) cannot be recognized, even in the criminal assessment of acts of breach of trust.

Moreover, the transfer of the funds to the defendant in this case was carried out without any precautions to ensure the proper safekeeping of the money and no control of the proper safekeeping was provided for or intended. Furthermore, despite the considerable amount of money involved, no collateral was provided.

In addition, the transfer was carried out in a way that deliberately circumvented and disregarded the rights of two co-shareholders and co-directors. In view of the amounts involved and the special features (disbursements as sham loans to managing directors), these were

material matters of the company. The co-directors should have been informed about such matters in an appropriate manner (see *BeckOGK/Bayer/J. Schmidt, 15.10.2023, GmbHG Section 37 marginal no. 70*). This would also apply if the company were no longer classified as a pre-corporation but as a GbR (*BeckOGK/Geibel, 1.12.2020, BGB Section 711 marginal no. 29*). The defendant, who only granted himself and, initially, witness V [REDACTED] F [REDACTED] "air sovereignty over the coal" (cf. C. II. 4. above), deliberately disregarded this.

By doing so, the defendant already withdrew the funds from the company's assets. By considering half of the shareholders and managing directors to be irrelevant, he negated the company's ownership of the assets and considered them to be at the disposal of him and, initially at most, the witness V [REDACTED] F, whereby he only wanted to make the [REDACTED] repayment according to his own ideas. only according to his own ideas, therefore therefore not unrestricted willing to repay to to the previous company.

Furthermore, he also disregarded the fiduciary obligation of the transferred amounts of money of 200,000.00€ and 500,000.00€ by transferring the amounts - as intended from the outset - to private accounts or having them transferred in order to use the increased balances of the private accounts for private purposes, which he subsequently did.

b)

This was not to the advantage of the previous company. The defendant's argument that he had "put" the money into his property and that this was in the interests of the predecessor company because the bank account could be more easily seized by arbitrary state measures than real estate assets is misguided in several respects:

Firstly, judicial legal protection against unlawful measures is possible, and secondly, the registration of a security mortgage on a property would not have been more difficult for the public prosecutor's office or other authorities, as the case may be, than an account attachment. According to the German Code of Criminal Procedure, both measures first require an attachment order on the property, whereby the public prosecutor's office can then enforce the attachment to collect claims (and

thus also bank balances) can be secured by seizure in accordance with Section 111 f (1) StPO and real estate in accordance with Section 111 f (2) StPO by registration of a security mortgage. The public prosecutor's office responsible pursuant to Section 111 k (1) sentence 1 StPO would only have to submit an application for entry to the land registry, which would have to make the entry pursuant to Sections 38, 45 GBO on the basis of the request in the order of receipt.

Furthermore, from the outset, the predecessor company (only) had a claim under the trust agreement for repayment of the funds mixed by the defendant with his private assets and the private assets of his wife, for which the defendant was also liable from the outset with all his assets, including the land assets, which was not changed by investments in his property. The defendant therefore did not "park the money of the previous company" in his real estate assets, but merely made shifts in his private assets and those of his wife and made corresponding disposals of these private assets by using the company's money, which had accrued to him, to finance private expenses. A decision by the defendant to use his real estate assets to repay the claim would therefore have had no effect on the legal or economic assessment of the repayment claim - without the creation of a right in rem. The private use of the prior company's money was therefore not compensated for by any intention or action on the part of the defendant. The company's repayment claim could also have been seized.

Furthermore, the defendant did not even spend a large part of the money from the previous company on the properties. The bank loans were repaid from the € 500,000.00 that the defendant had borrowed via lawyer T [REDACTED] (cf. B. II. 1. d) above); in addition, the defendant has, inter alia obligations from the post-divorce agreement and paid off a business loan and a loan on his mother's house, whereby he also used the money as planned over a longer period of time, which is not consistent with his statement that he could not have left the money in a bank account because it could otherwise have been seized.

This is also not justified by the fear of further account terminations by banks on suspicion of money laundering. Although these are annoying, they do not - unlike the spending of the amount for the defendant's private purposes - reduce the liquidity of the previous company or its ability to access the existing bank balance.

Moreover, the defendant was not fully willing to repay from the outset, but only wanted to make the repayment at his own discretion.

Finally, he deepened the breach of his asset management obligations by deciding in autumn 2021 at the latest not to repay the company assets he had unlawfully collected to the previous company at all, but to transfer the amount to a company founded only between him and the witness V [REDACTED] F [REDACTED] or later to the ICIC founded by him, whereby in particular no implied asset transfer took place (see above 1. at the end).

III. Financial disadvantage

As a result of the defendant's unfaithful conduct, a loss in the amount of the loan amounts transferred to the private accounts was already incurred at the time of the transfers.

However, damage cannot be assumed if a trustee uses amounts held in trust for his own purposes as long as he is always fully prepared and able to pay out a corresponding amount from his own liquid funds.

However, this was not the case.

The defendant already intended to use the current account for private dispositions at this time - as he subsequently did - which he subsequently did, in particular by repaying loans, carrying out gardening work, paying private expenses and living costs. He thus withdrew the funds of the previous company from their fiduciary relationship, through which they would have been economically attributable to the previous company, and transferred the funds to his and his wife's private assets by transferring the sums of money to the previous company.

to private current accounts, into whose current account they flowed. Nor did he hold the amounts in any other liquid form on behalf of the previous company. It does not matter whether acquaintances or his wife would have been prepared to lend him the money against security in the form of mortgages. Rather, the offender himself must hold the funds in liquid form (see *BGH, judgment of April 6, 1982 - 5 StR 8/82 -, para. 6, juris*).

Furthermore, even at this point in time, he did not recognize the binding nature of the assets under company law, but rather claimed "sovereignty over the money" for himself alone (and allegedly also for the witness V F [REDACTED]), bypassing the other shareholders [REDACTED] and co-managing directors. Even to the extent that the sums of money were still available in the balances of the private bank accounts, he therefore did not keep them available for the previous company. Rather, there was only an initial intention to repay the embezzled amounts at some point. However, this does not reduce the damage. Rather, such a repayment would constitute compensation for the damage (see *BGH, judgment of August 29, 2008 - 2 StR 587/07 -, BGHSt 52, 323-348, para. 46*).

The loss was perpetuated by the fact that he was no longer willing to repay the amount to the previous company by fall 2021 at the latest.

It is true that valuable collateral in rem would have been suitable to compensate for the loss in full or in part. However, such collateral was neither provided in the form of mortgages nor in the form of guarantees from solvent acquaintances of the defendant. In particular, the defendant did not provide the company with a lien on his property and the provision of collateral for his wife's ranch was only provided for in the second written loan agreement for € 500,000.00 (but was not implemented).

Even insofar as the defendant had declared a set-off with alleged claims for remuneration for his services to the previous company in the arrest complaint in this case dated January 2, 2024 (see B. II. 8. above), this cannot reduce the damage. It is irrelevant that such claims would already be precluded by the articles of association, as subsequent offsetting is already precluded by the prohibition of offsetting pursuant to Section 393 BGB. Moreover, this would only constitute compensation for damages.

Even if the defendant's alleged claims already existed when the transfers were made, according to the case law of the Federal Court of Justice, there is only no pecuniary disadvantage if the use of client funds by a lawyer serves the purpose of satisfying existing fee claims (because the offense itself then also establishes an increase in assets that outweighs the loss). However, it is not sufficient if the trustee does not claim in direct connection with the non-disbursement of funds, but - as happened here - at some later point in time that he was entitled to funds corresponding to the disbursement amount as a fee for services rendered, because in this case there is no necessary link between the claim and the retention of the third-party money (see *BGH, decision of November 26, 2019 - 2 StR 588/18 -*, para. 22 f., *juris*). In the present case, the defendant referred to this for the first time in this notice of appeal and had previously always stated that he had parked the money in his property and that he was willing to repay it (which, according to the findings, he was not).

However, as in the case of partnerships, the damage to the joint assets (or the special assets in the case of single-member partnerships) of the previous company is only significant to the extent that the assets of the partners or the sole shareholder are affected at the same time. Insofar as they agree with the disposition of assets, this excludes the offense of embezzlement (see *OLG Celle, decision of August 23, 2012 - 1 Ws 248/12 -*, para. 102, *juris*).

In principle, the amount of damages is to be determined based on the shareholder shares in relation to the total contribution (see *BGH, judgment of July 10, 2013 - 1 StR 532/12 -*, para. 46, *juris*). Special features, such as the unlimited liability of a participant that must also be taken into account (see *judgment of March 17, 1987 - 5 StR 272/86 -*, para. 12, *juris*) are not to be taken into account in the present case.

Since the defendant himself was also a one-quarter co-partner in the previous company, the criminally relevant loss amounts to only three-quarters of the loan amounts, i.e. **€150,000.00** and **€375,000.00**.

IV. Intent

The defendant also acted with intent. He knew that he was the managing director of the previous company and also knew the circumstances that led to the assumption of a trust agreement for the amounts paid out. In particular, he himself emphasized in the email of 7 November 2021 and the WhatsApp message of 9 November 2021 that the funds should be paid into a secure account or be available at all times, and the chat correspondence of 7 July 2022 reveals that the defendant was also aware that he had not discussed any other use with the witness V [REDACTED] F [REDACTED]. According to the findings, he was also aware that he was obliged to keep the amounts liquid for the pre-company.

V. No error of prohibition

The chamber was also convinced that the defendant was not subject to any prohibition error.

Insofar as he took the position that he had assumed genuine loan agreements, this is already contradictory, as the accused himself stated that the aim was to have funds available in the event of account seizures. This would not have been guaranteed if the money only had to be repaid on the due dates agreed in the loan agreements. The defendant also acknowledged this when he stated that he would have borrowed money from acquaintances if the "committee" had been in an emergency. The accused was therefore aware that the purpose of the agreement required him to repay the amount at any time according to the needs of the company.

In the main hearing, the defendant took the position that his conduct had been in the interests of the company, that the co-managing directors and co-partners had only been "formally" involved and therefore no longer had any say, that an implied asset transfer had taken place and that he therefore did not have to repay the previous company. Overall, he was of the opinion that the allocation of assets could be disregarded and that it was only

that he acted in line with the committee's educational work and in accordance with the ideas of the donors.

However, the Chamber is convinced that the defendant, as a lawyer, recognized that these ideas were not legally tenable, that he only represented them for tactical reasons and that he was aware of the unlawfulness of his actions.

E. Sentencing

I. Particularly serious case (standard example §§ 266 para. 2, 263 para. 3 sentence 2 no. 2

1. Alt. StGB)

With regard to both offenses, the Chamber has made a decision based on the standard sentencing range of § 266 para. 2 in conjunction with § 263 para. 3 sentence 2 no. 2 Alt.

m. § Section 263 (3) sentence 1 StGB.

In both cases, the defendant caused a large-scale loss of assets (Section 266 (2) in conjunction with Section 263 (3) sentence 2 no. 2 StGB).

This indicates the existence of a particularly serious case. The indicative effect is not invalidated in the present case.

In doing so, the Chamber took into account in favor of the accused that he facilitated the clarification by largely admitting the underlying facts relevant to the decision.

Furthermore, the court took into account in the defendant's favor that he was at least initially still willing - albeit at his own discretion - to repay the amount of money to the previous company at some point and would have been able to do so under foreseeable circumstances, at least by selling his house, but also with the help of third parties from whom he could have borrowed money. In addition, the court took into account in his favor that, as part of his petition for a writ of habeas corpus dated November 29, 2023, he had requested the assignment of the disputed and unenforceable claims against attorney T in the amount of € 528,250.00 for the amount in excess of € 600,000.00 received from the sale of the house and € 141,750.00 for legal services in connection with the class action.

Finally, the Chamber considered that the penalty could also prevent the defendant from being re-admitted as a lawyer.

The defendant's offense, which differed considerably from simply reaching into the cash register, had to be taken into account. His conduct during the trial, which was characterized by insults and exposing the participants in the proceedings and which contained defamatory statements that went beyond the denial of his own guilt, was also taken into account to increase the penalty (*see BGH, decision of 21 September 2017 - 1 StR 268/17 -, para. 4, juris*).

These defamatory remarks were not made in the heat of the moment, but were used deliberately by the defendant, and even repeated warnings from the presiding judge did not deter him from doing so.

He referred to the complainants as "zero numbers" and "old shits", to witness V ██████ F ██████ as a "lying bitch" and to her and witness Dr. H ██████ on various occasions as "mentally ill" or "mentally disturbed".

The defendant also used his closing speech to describe the head of the medical service of the prison ██████ as a "disgusting sack of shit", the tax consultant of the complainants as a "disgusting package, loudmouth and gobshite", the complainants as "losers", the head of security of the prison ██████ as "sadistic", the witness V ██████ F ██████ as an "idiot", a former fellow prisoner as a "traitor", "ass-kisser" and "idiot" and stated that his situation could be judged to be no different from that of a concentration camp inmate. Moreover, he had been treated just as badly as the Hamas hostages.

Taking into account the amount of the embezzled sums of money, the Chamber did not consider the indicative effect of the standard example to be refuted overall, so that it imposed the sentence in accordance with the penalty range of Section 266 (2) in conjunction with Section 266 (2) of the German Criminal Code.

m. § Section 263 (3) StGB.

II. Specific sentencing

In the specific sentencing, the court once again assessed the factors in favor of and against the defendant as well as the amount of the embezzled sums and, with regard to the first sum of money of

200,000.00 (€ 150,000.00 relevant to the sentence, see C. III.) to a prison sentence of 2 years and 5 months and with regard to the second fine of € 500,000.00 (€ 375,000.00 relevant to the sentence, see C. III.) to a prison sentence of 3 years and 5 months.

III. Overall penalty

Taking into account the close connection between the two offenses, the Chamber, after summarizing the aspects in favor of and against the defendant, sentenced him to a total term of imprisonment of 3 years and 9 months. A hardship adjustment due to the fines that had been enforced in the meantime and could therefore no longer be taken into account was not necessary (BGH, judgment of 05.05.2021, ref.: 6 StR 15/21, para. 11, cited in juris).

F. Confiscation orders

I. Confiscation order against the defendant

The confiscation order against the defendant is based on Section 73c StGB, as confiscation of the proceeds pursuant to Section 73 (1) StGB is no longer possible due to the commingling. He has obtained a total amount of 700,000.00€ from the established offenses. This also applies to the €200,000.00 that was paid directly into the account of his wife, the confiscating party, as he could and did dispose of this himself.

The other € 500,000.00 was paid into his account at the [REDACTED] bank eG with the IBAN DE [REDACTED] whereby he also obtained these.

The fact that his own share had to be deducted in the calculation of the loss does not prevent the confiscation of the entire amount obtained, because he obtained this amount in total from the offense and he is unjustly enriched in this amount. In terms of assets, the money is due to the previous company from which he should not have withdrawn it in total and whose repayment claim is secured by the confiscation order (cf.

secured by the confiscation order (see Section 459h (1) StPO). In the present case, there is also the fact that the defendant is protected by the restriction on the authority to make allocations in

§ 4 No. 3 of the company's articles of association, the accused could only have asserted a claim for payment in the event of the dissolution of the company or the withdrawal of a shareholder in the amount of his share of the share capital of 125.00€ .

The set-off declared by the defendant did not lead to the claim being extinguished in accordance with § 393 of the German Civil Code (BGB) simply because the set-off against a claim arising from a tortious act is not permitted in accordance with § 393 BGB.

The fact that the assignment of allegedly existing claims in the total amount of 700,000.00€ against lawyer T [REDACTED] to Vor-gUG was declared in a written statement dated 29 November 2023 did not lead to an expiry, as this was not accepted.

II. Confiscation order against the confiscating party

The confiscating party obtained the sum of money totaling €264,194.48 free of charge in accordance with Section 73b (1) no. 2 StGB by having the defendant transfer it or have it transferred to her account. In this respect, the prerequisite for confiscation was also met by the confiscating party.

The defendant and the confiscating party are jointly and severally liable for this amount.

G. Decision on motions pursuant to section 244 (6) sentence 4 of the Code of Criminal Procedure and auxiliary-evidence motions

With regard to the following motions, these were either auxiliary motions for evidence or motions for which it was not made credible in the motions that they could not be filed before the deadline set in accordance with Section 244 (6) sentence 5 of the Code of Criminal Procedure, so that the decision - insofar as they were not granted - was made in the judgment in accordance with Section 244 (6) sentence 4 of the Code of Criminal Procedure.

It remains to be seen whether these motions - which is obvious with regard to many motions - are not to be treated as motions for the taking of evidence due to the intention to delay, as the rejection is also based on other reasons.

I. Motion pursuant to Annex 1 HVP 31.07.2024

1. On pp. 1, 3 and 5 of the application

The named witnesses A [REDACTED] F [REDACTED] Dr. H [REDACTED] and V [REDACTED] F [REDACTED] had already been heard in detail on the evidentiary issues, so that the application is for a repetition of the taking of evidence. With regard to witness V [REDACTED] there is a lack of explanations regarding the connection. The official duty to clarify does not require the witnesses to be heard on the circumstances mentioned for the following reasons, which are also grounds for refusal pursuant to Section 244 (3) sentence 3 of the Code of Criminal Procedure:

a)

It has already been proven by the evidence taken so far that the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] did not want to sign the declaration because they first wanted to inspect the business documents.

b)

It has also already been proven that the defendant and the witness V [REDACTED] F [REDACTED] subsequently founded the SCA Investigative Committee UG and that its account was listed as a donation account from May 2022.

c)

The third proven fact has also already been established.

d)

The fourth proven fact is of no significance for legal reasons. This is because even if the previous company were to be treated as a GbR from this point in time due to the abandonment or final failure of the intention to register (see *Karsten Schmidt in: Scholz, GmbHG, 12th/13th edition 2021/2022/2024, 4th continuation of the previous company without the intention of registration (so-called non-genuine previous company, para. 162)*), this would have no effect on the factual nature of the defendant's actions, especially since the previous company would not lose its assets or its legal capacity or capacity as a party as a result (see *BGH, judgment of March 31, 2008 - II ZR 308/06 -, para. 6, juris*).

2. Re p. 2, 4 and 6 of the application

The fact that the trust accounts were not set up for Vorschalt-gUG, but for the donors, is not a concrete factual assertion, but a question of legal assessment, which must first be made on the basis of various concrete circumstances (see D. II. 1 above). If the application were aimed at proving the correctness of a specific interpretation of the law, it would be inadmissible for the reasons set out in A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP of 19.07.2024, to which reference is made. In contrast, the motion does not contain any allegations relevant to such an interpretation, for example that the donors had sent in corresponding order forms or had authorized someone to instruct the defendant and the witness W to act as trustee for the donors and that the latter in turn had issued a corresponding trustee order, so that it does not meet the requirements of a motion for evidence.

The application must therefore be decided in accordance with the official duty of clarification. This does not require the requested taking of evidence.

The witness W has already testified extensively on his assignment (see C. II. 2. c) above). The witness K also testified on the asset allocation of the accounts recorded by him (see above loc. cit.). The witnesses A, F and Dr.

H [REDACTED] were not involved at all in setting up the escrow accounts. There are no indications that their renewed questioning would provide further information.

This also applies to the requested questioning of witness V [REDACTED] with whom, according to the consistent and credible statements of the defendant and witness K, [REDACTED] there had been no client relationship, but who had only participated in a Zoom conference once as a favor.

Finally, the witness V [REDACTED] F [REDACTED] has already testified in detail on the establishment of the various escrow accounts, among other things. Although she has now presented the amended legal opinion in the context of an application for adhesion that these were not escrow accounts for the previous company, but for the donors, no new or deviating facts can be inferred from the application. There are also no other indications that a new hearing of the witness could yield any findings relevant to the decision.

II. Application pursuant to Annex 3 HVP 31.07.2024

1. Re 2.)

The application is directed towards a repeated taking of evidence because the documents in the self-reading folder have already been introduced by way of the self-reading procedure. The relevant official duty to provide clarification in this respect does not require the taking of evidence to be repeated because it is not apparent what added value the repeated introduction of these documents could have.

2. Re 3.)

In this respect, reference is made to the grounds for refusal under 1. which also apply here.

3. Re 4.)

The witness V [REDACTED] F [REDACTED] has already been questioned extensively about the agreements made and her ideas about both the amounts of money paid to the defendant and the amounts of money paid to her. The official duty to clarify does not require that she be questioned again about this, as it is not apparent in what way a repeated questioning of the witness here should provide new information relevant to the proceedings, especially as the amount paid to the witness V [REDACTED] F [REDACTED] as a "loan" is not the subject of the indictment. In this respect, reference is also made to the statements in the order pursuant to Annex 1 to the HVP of 17.05.2024 and to item A. VII. of the order pursuant to Annex 1 to the HVP of 19.07.2024 together with the references therein for further justification.

The same applies to the request to re-examine the witness on the basis of the legal opinion expressed in her new application for adhesion. In this respect, reference is made to the statements under I. 2.

4. Re 5.)

It is not a request for evidence, as no specific locations are named for the requested reading of excerpts. The official duty to clarify does not require a reading of the prohibition order for Compact Magazin, as this has no connection to the proceedings here and it is also not apparent that in the case there, responsible persons had transferred assets of the legal entity to their private assets or that there is any other comparability of the cases that would make it conceivable to question the considerations here (see D. II. 2. above).

5. Re 6.)

It is not a request for evidence. Whether these were "genuine loan agreements" is a question of legal assessment (see D. I. above), whereby the motion does not contain any concrete factual assertions in this regard. Insofar as the witness is supposed to prove the defendant's willingness to repay, there is a lack of explanations regarding the connection, as these are not directly perceptible internal processes of the defendant. Conceivable circumstances directly

by the witness, such as statements of intent made to him by the accused, are not provided as evidence. The relevant official duty to clarify does not require the examination of the witness, as there are no indications that the examination of the witness could lead to new findings relevant to the decision in view of the Chamber's assessment of the evidence regarding the defendant's initially limited and then revoked willingness to repay (see C. II. 5. above).

6. Re 7.)

Insofar as the application relates to the reading of the documents in the self-reading folder, the rejection is based on the reasons under II. 1.

It is not clear from the application what specifically is to be placed in the knowledge of the named witnesses. If it is their idea about the correct allocation of the company's assets, this is legally irrelevant because the Chamber has to make its legal assessment independently of the legal assessment of the parties to the proceedings or third parties. It is also irrelevant for the criminal assessment of the defendant's conduct or the justification of the application for adhesion what the complainants had proposed in the settlement agreement that did not materialize. Against this background, the official duty to clarify does not require them to be questioned.

7. Re 8.)

With regard to the question of the interpretation of the contracts, no concrete fact, but merely a legal assessment, is provided as evidence. The official duty to clarify does not require the witness to be questioned on this, especially since he had stated that he only found out about it in the summer of 2022 after the "bomb burst". There are no indications that the witness's testimony could provide information that could call into question the interpretation made by the Chamber (see D. I. above).

Even if the witness is to testify as a character witness, the requested taking of evidence must be rejected. It would be inadmissible to question the witness about the defendant's assessment formulated as an evidentiary assertion, because questions about a witness's value judgments would be contrary to his function and thus inadmissible (see *Becker in: Löwe-Rosenberg, StPO 27th edition, § 241 StPO, para. 15*). Since the chamber also has to assess the facts of the case independently and independently of the assessment of third parties in legal and factual terms, the ground for refusal of the lack of factual connection (section 245 (2) sentence 3 StPO) as a sub-case of (here legal) insignificance (section 244 (3) no. 2 StPO) is also present. The official duty to clarify does not require the examination of the witness in this regard either, as there are no indications that the examination of the witness could provide new information relevant to the decision.

III. Application in accordance with Annex 4 HVP 31.07.2024

The witness has already testified extensively on the subject of the evidence. The relevant official duty to clarify does not require the witness to be heard again. It is not apparent what new findings relevant to the decision should be obtained by re-examining the witness.

IV. Application pursuant to Annex 6 HVP 31.07.2024

The motion is rejected due to the lack of a factual connection (Section 245 (2) sentence 3 of the Code of Criminal Procedure) between the fact put into evidence and the subject matter of the judgment.

V. Motion pursuant to Annex 7 HVP 31.07.2024

1. Re pp. 1 and 2 of the motion

The witness V [REDACTED] F [REDACTED] has already testified extensively on the subject matter of Annex 7 to the HVP of 31.07.2024. With regard to the legal classification of the agreements, these are also legal assessments and not specific factual assertions. The official duty to clarify also does not require the

re-examination of the witness because it is not apparent that her examination in this regard could provide new information relevant to the decision. Even if the witness V [REDACTED] F [REDACTED] never spoke of a liquidity reserve before August 2022, this does not contradict the interpretation made by the Chamber (see D. I. above and the statements under A. VII. of the Chamber's decision in accordance with Annex 1 to the HVP of 19 July 2024 and the decisions and notes referred to therein). This also applies if the application is meant to mean that there was no express agreement to the effect that the loan agreements are "sham agreements". Although this would be a specific assertion of evidence, the Chamber considers this to be proven and does not change the interpretation made by the Chamber.

The new hearing is also not required from the point of view of fair proceedings, because the legal notice of May 3, 2024 did not contain any new aspects, but primarily served to clarify which of two alternative facts that were considered from the outset and also repeatedly stated in writing by the Chamber, the Chamber considers to be given according to the result of the evidence taken so far. The variant of an interpretation of the alleged loans to the defendant as fiduciary deposits was named as an alternative from the outset, so that in this respect, too, there was reason and opportunity for all parties to conduct the hearing of witness V [REDACTED] F [REDACTED], which began on 27.02.2024, from this point of view as well. In this respect, reference is made in full to the decision of the Chamber pursuant to Annex 1 to the HVP dated 07.05.2024 regarding the refusal to suspend the main hearing.

Insofar as it is placed in the knowledge of the witness W [REDACTED] that the witness [REDACTED] "before the 23.08.2022 with the defendant never about The fact that the defendant never spoke to the accused about a "liquidity reserve" is lacking the necessary explanations of the connection, as it is not clear how the witness is supposed to have perceived this. An exceptional case recognized for the presentation of a negative fact - as alleged here - does not exist. The event alleged by the defendant is not so narrowly defined in terms of place, time or situation that it could be concluded from the mere fact that the witness W [REDACTED] did not perceive such remarks by the witness V F [REDACTED] towards the defendant that such remarks were not made. The motion must therefore also be granted with regard to the witness W [REDACTED] solely in accordance with the official duty to provide information.

modest. This does not require the examination of the witness for the same reasons as in the case of witness V [REDACTED] F [REDACTED] .

2. Re p. 3 of the application

Witness V [REDACTED] F [REDACTED] also testified extensively on this point and the refusal is based on the reasons stated under 1.

With regard to the assertion of evidence concerning the question of what the witness [REDACTED] [REDACTED] assumed, the necessary explanation of the connection is lacking with regard to the other witnesses. The question of what the witness V [REDACTED] F [REDACTED] assumed is an internal fact that cannot be directly perceived. The official duty to clarify does not require that the named witnesses be questioned on this matter, because it is not apparent that this could provide new findings that are relevant to the decision.

Insofar as the content of the conversation between the witness W [REDACTED] and the witness V [REDACTED] F [REDACTED] , the witness has already testified extensively on the subject and there are no indications that re-examination of the witness would provide new information in this regard.

The fact that the witness V [REDACTED] F [REDACTED] (and the witness [REDACTED] C [REDACTED] became aware of construction work on the defendant's property and that the witness V [REDACTED] F [REDACTED] asked the witness B [REDACTED] in June 2022 whether the defendant had invested the loan amount in his property, is irrelevant for factual reasons, whereby reference is made in this respect to the statements under C. II. 3. and the statements under A. VII. in the Chamber's decision pursuant to Annex 1 to the HVP of 19.07.2024 together with the decisions and notes referred to therein.

With regard to witness B [REDACTED] , it is not apparent why the hearing of evidence that has already taken place on this topic should be repeated.

VI. Application pursuant to Annex 1 HVP 06.08.2024

The witnesses A [REDACTED] Fi [REDACTED] Dr. H [REDACTED] and V [REDACTED] F [REDACTED] were heard extensively on the subject of the evidence. The official duty to provide clarification does not

The official duty of clarification does not require a new hearing of the witnesses on this topic because there are no indications that this would provide new findings relevant to the decision.

Moreover, the fact that has been proven is also irrelevant for legal reasons in accordance with Section 244 (3) No. 2 of the Code of Criminal Procedure. In this respect, reference is made to the statements under I. 1. d).

VII. Motion for the record pursuant to the HVP of 06.08.2024 to question witness F

The request of the defense lawyer Dr. M. F. to re-examine the witness V. F. is rejected. In this respect, reference is made to the reasoning under II. 3. and XI.

VIII. Motion pursuant to Annex 2 HVP 06.08.2024

Insofar as the application concerns facts (and not legal or other assessments), these are irrelevant for factual and legal reasons. They are not related to the determination of the guilt of the accused and, in the opinion of the Chamber, do not relate to any decisive sentencing aspect. Even if the deportation of the accused from Mexico had been unlawful, the Chamber does not consider it necessary to take this into account as a mitigating factor.

IX. Application in accordance with Annex 3 HVP 06.08.2024

1. Regarding the first page and the explanations at A.

In this respect, please refer to the explanations under V. 1. for the reasons for the rejection.

2. Regarding the other statements

The facts submitted as evidence are irrelevant for legal and factual reasons; they have no impact on the question of guilt or the legal consequences. Reference is made to the statements under A. II. of the decision in accordance with Annex 1 to the HVP of 19.07.2024 and the decision referred to therein.

The Chamber has no other reason to investigate the conspiracy theories formulated.

X. Application pursuant to Annex 4 to the HVP 06.08.2024

The application pursuant to Annex 4 did not contain any specific allegations of evidence. Insofar as the application was not complied with in the context of the counter-motion and the further applications by questioning the witness in accordance with the resolutions in the main hearing of 23.08.2024, the official duty to clarify did not require the application to be complied with because it is not apparent that new findings relevant to the decision would have arisen in this respect. In this respect, reference is also made to the statements under II. 6., XVIII. and XIX.

XI. Application pursuant to Annex 6 HVP 06.08.2024

The rejection of the application is based on the reasons set out above under I. 2.

XII. Application pursuant to Annex 1 HVP 14.08.2024

1. Re 1.

There is already a lack of the necessary connection for the witness to be able to provide information about what the witness V [REDACTED] F [REDACTED] "at no time" spoke to the defendant about, as it is not apparent that he was present at every contact between the defendant and the witness. Moreover, the fact would also be of no legal significance, as this would depend on the interpretation of the chamber.

(see D. I. above) would not change anything. For the rest, reference is made to the statements under A.

XIII. of the resolution pursuant to Annex 1 to the HVP dated 19.07.2024.

2. Re 2.

The requested taking of evidence is inadmissible. Reference is made to the reasons under C. II. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024.

3. Re 3.

No specific facts are provided as evidence, because which circumstances are "indications" of other legal and factual circumstances is a matter of judgment. Likewise, the assessment of whether something is contradictory is an evaluation. The relevant official duty to clarify does not require evidence to be taken. There are no indications that the conduct of the investigation would result in findings that are generally and specifically relevant to the interpretation of the agreements (see D. I. above), in particular that the underlying factual circumstances would be called into question.

4. Re 4.

The witness V [REDACTED] F [REDACTED] has already been questioned extensively on this topic. It is not apparent that a new hearing would provide new findings relevant to the decision. With regard to the questioning of witness W [REDACTED] there is also a lack of explanations on connectivity.

The official duty to clarify does not require the questioning of these witnesses because it is not apparent to what extent their (renewed) questioning would provide new findings relevant to the decision, in particular with regard to the interpretation of the agreements between the defendant and the witness V [REDACTED] F [REDACTED] (see D. I. above). In addition, reference is made to the statements under V. 1.

For the reasons for the rejection of the application in other respects, reference is made to the statements under C. V. of the decision in accordance with Annex 1 to the HVP of 19.07.2024.

5. Re 5.

It is not a fact, but an assessment that is being proven. This does not concern the question of guilt or punishment, but a procedural question. It is therefore irrelevant in the context of Section 244 (3) sentence 3 no. 2 of the Code of Criminal Procedure. The official duty to provide clarification, which is also decisive, also does not require the taking of evidence, as it is not apparent that this would have an impact on the relevant procedural orders. The defendant is clearly in a position to make motions and discuss them with his defense counsel.

6. Re 6.

It is not a fact, but an assessment that is put into evidence. This does not concern the question of guilt or punishment, but a procedural question. It is therefore irrelevant in the context of Section 244 (3) sentence 3 no. 2 of the Code of Criminal Procedure. The official duty to provide clarification, which is also decisive, also does not require the taking of evidence, as it is not apparent that this would have an impact on the relevant procedural orders.

7. Re 7.

The first paragraph does not state a fact, but an assessment. Insofar as facts can be inferred from the statement of reasons in addition to assessments, reference is made to the statements under VIII. with regard to the refusal to take evidence. For the reasons stated there, the official duty to provide clarification also does not require that evidence be taken.

8. Re 8.

For the reasons for the refusal to take evidence, please refer to the explanations under IX. 2. is referred to.

XIII. Application pursuant to Annex 2 HVP 14.08.2024

1. Re 1) and 2)

It is not a fact, but an assessment that is put forward as evidence. This does not concern the question of guilt or punishment, but a procedural question. It is therefore irrelevant in the context of Section 244 (3) sentence 3 no. 2 of the Code of Criminal Procedure. The official duty to provide information, which is otherwise decisive, also does not require the taking of evidence, as the ground for detention of the risk of absconding is not based on this.

2. Re 3 and 9)

Insofar as the applications contain specific allegations of evidence, these are of no significance for legal reasons, as they have no impact on the question of guilt or legal consequences. The only decisive factor for the sentencing would have been whether repayments were made to the previous company, which was not the case. For this reason, the official duty to clarify does not require the collection of the requested evidence. As far as the willingness to repay is concerned, reference is made to the statements under II. 5. which also apply here.

3. Re 4)

The facts submitted as evidence are of no significance for legal reasons in accordance with Section 244 (3) sentence 3 no. 2 of the Code of Criminal Procedure, as they neither have an impact on the question of guilt nor do the Chamber attach any decisive weight to them when sentencing.

4. Re 5)

No concrete facts have already been provided as evidence. However, the question of the willingness and ability of the witness V [REDACTED] F [REDACTED] to repay the amount paid to her is also irrelevant to the question of guilt or legal consequences regarding the defendant (see explanations under A. VII. of the decision in accordance with Annex 1 to the HVP of 19.07.2024). With regard to the

repayment, reference is made to the explanations under C. VI . of the decision pursuant to Annex 1 to the HVP of 19.07.2024 and II. 2. h) of the decision pursuant to Annex 2 to the HVP of 10.07.2024). Insofar as the collection of evidence concerns the defendant's willingness to repay, reference is made to the statements under II. 5. which also apply here (in particular with regard to the lack of connection).

5. Re 6)

The requested taking of evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP dated 19.07.2024.

6. Re 7)

Insofar as the motion contains specific allegations of evidence, in particular regarding statements made by the witness Dr. H [REDACTED] , these are irrelevant pursuant to Section 244 (3) sentence 3 no. 2 of the Code of Criminal Procedure, as they are not relevant to the question of guilt or the legal consequences. Furthermore, the official duty to clarify does not require the requested taking of evidence. In particular, the credibility of the witness is also irrelevant. In this respect, reference is also made to the statements under point D. III. of the decision in accordance with Annex 1 to the HVP dated 19.07.2024 and the statements referred to therein.

7. Re 8)

Insofar as the application is directed at the question of detention, the Chamber decided on this in the decision on the continuation of detention of 19.08.2024. For the remainder, please refer to the statements under XII. 7. and VIII. for the reasons for the rejection.

8. Re 10)

The named witnesses have already testified on the subject. The official duty to provide clarification does not require the witnesses to be heard again, especially as any

any intent to cause harm on the part of the complainant would have been irrelevant to the question of guilt and legal consequences. In particular, the credibility of the witness is also irrelevant. In this respect, reference is also made to the explanations in section D. III. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024 and the statements referred to therein.

9. Re 11)

Insofar as various legal assertions are provided as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. There is also a lack of a concrete factual assertion, whereby the official duty to clarify does not require the collection of the requested evidence. In any case, the Chamber assumes that the defendant should have received at least 700,000.00€ from the sale of the house. It is not apparent what new findings relevant to the decision the (renewed) questioning of the witnesses would provide.

10. Re 12)

Insofar as various legal assertions are put into evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. There is also a lack of a concrete factual assertion, whereby the official duty to clarify does not require the requested evidence to be taken, as a connection between the subject matter of the interrogation and the subject matter of the judgment is not apparent.

11. Re 13)

Insofar as various legal assertions are put into evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19 July 2024. Furthermore, the official duty to clarify does not require the renewed hearing of the witness V [REDACTED] F [REDACTED] on the subject of the evidence, because a connection between the facts put into evidence regarding the liquidity of the committee in June 2022 and the subject of the judgment, namely the question of guilt and legal consequences, is not apparent.

question of guilt and legal consequences, is not recognizable. For this reason, the questioning of witness B [REDACTED] - assuming that this should be requested at all, which could be doubted in view of the "(?)" - is also rejected on this point in accordance with Section 245 (2) sentence 3 of the Code of Criminal Procedure.

12. Re 14)

The named witnesses have already been heard extensively on the subject of the evidence. The official duty to clarify does not require them to be heard again, as it is not apparent which findings relevant to the decision should result from this.

13. Re 15)

Insofar as various legal assertions are provided as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. The application also does not contain any concrete factual assertions, but rather assessments (such as the intention to "emphatically harm") and questions, so that this must be decided in accordance with the official duty to provide clarification. In addition, re-examining the first two witnesses would constitute a repeated taking of evidence. The official duty to clarify does not require that the requested evidence be taken, as any intention to cause harm on the part of the complainant would have been irrelevant to the question of guilt and legal consequences. In particular, the credibility of the witness is also irrelevant. In this respect, reference is also made to the statements in section

D. III. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024 and the statements referred to therein.

14. Re 16) and 17)

Insofar as various legal assertions are provided as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19 July 2024. In addition, the official duty to clarify does not require the witness to be heard again on the subjects of the application, as it is not

it is not apparent that new findings would result from the renewed questioning and, moreover, the credibility of the witness is irrelevant. In this respect, reference is made to the statements under II. in the decision in accordance with Annex 1 to the HVP dated 17.05.2024.

15. Re 18)

Insofar as legal allegations are provided as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. The renewed questioning of the first-mentioned witnesses, who have already testified extensively on their intentions, is not required by the official duty to clarify, as any intention to cause harm on the part of the complainants would have been irrelevant to the question of guilt and legal consequences. In particular, the credibility of the witnesses is also irrelevant. In this respect, reference is also made to the statements under item D. III. of the decision in accordance with Annex 1 to the HVP dated 19.07.2024 and the statements referred to therein.

This also applies to the last-mentioned witness, for whom the official duty to clarify is also decisive, as there is a lack of explanation of the connection with regard to the internal events not directly perceptible by the witness in the case of the two first-mentioned witnesses.

16. Re 19)

Insofar as various legal assertions are provided as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. Also in other respects ("professionalization", "considerable personnel expenses"), there is a lack of concrete factual allegations. The official duty to clarify requires the renewed hearing of the witness V [REDACTED] F [REDACTED] of the unnamed "friend" and the questioning of the witness [REDACTED] on the topics of evidence, as it is not apparent that this would result in findings that are relevant to the decision. The credibility of the witness V [REDACTED] F [REDACTED] is irrelevant. In this respect, reference is made to the statements under II. in the decision pursuant to Annex 1 to the HVP dated 17.05.2024. Moreover, there is

there is no discernible connection between the subject matter of the application and the question of punishment and guilt.

17. Re 20)

Insofar as various legal allegations are provided as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP dated 19.07.2024.

Furthermore, the Chamber considers it proven that the defendant should have received at least 700,000.00€ from the sale of the house. The other facts submitted as evidence have no connection to the subject matter of the verdict, as they cannot affect the question of guilt and legal consequences concerning the defendant.

18. Re 21)

In this respect, reference is made to the statements made in section 6, which also apply to the other witnesses named.

19. Re 22)

In this respect, reference is made to the comments on item 17, which also apply here.

20. Re 23)

In order to justify the refusal, reference is first made to the explanations under item 14, which also apply here.

The refusal to hear the witness N [REDACTED] on the factual allegations is based on § 244 para. 3 sentence 3 no. 2 of the Code of Criminal Procedure, because the facts presented as evidence are irrelevant for the reasons stated above under 14.

21. Re 24)

The facts submitted as evidence are irrelevant because they have no connection with the question of guilt and legal consequences concerning the defendant.

22. Re 25)

In this respect, reference is made to the statements under 8. above.

23. Re 26)

In this respect, reference is made to the explanations above under 10.

24. Re 27)

In this respect, reference is made to the comments above under 4.

25. Re 28)

In this respect, reference is made to the comments under point 11, as this application was part of the application dealt with there.

26. Re 29)

The requested taking of evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP of 19.07.2024. Insofar as the application is directed at the question of detention, the Chamber decided on this in the decision on the continuation of detention of 19.08.2024. Otherwise, please refer to the statements under XII. 7. and VIII. for the reasons for the rejection.

27. Re 30)

The Chamber ruled on this in the decision on the continuation of detention of 19.08.2024.

28. Re 31)

Insofar as legal assertions are submitted as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. Apart from that, the application - apart from the fact that predominantly only assessments are submitted as evidence - must be decided in accordance with the official duty of clarification because no evidence is provided. In any case, the Chamber assumes that the defendant should have received at least €700,000.00 from the sale of the house. It is not apparent which findings relevant to the decision could result from further evidence.

29. Re 32)

The actual application does not contain any specific factual allegations, but rather assessments. The relevant official duty of investigation therefore does not require the requested evidence to be taken. In any case, the Chamber assumes that the defendant should have received at least 700,000.00€ from the sale of the house. It is not apparent which findings relevant to the decision could result from further evidence. Insofar as the statement of reasons and commentary contain specific factual assertions other than assessments and questions, these are also irrelevant against this background.

30. Re 33)

Insofar as legal assertions are put into evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision according to Annex 1 to the HVP of 19.07.2024. The Chamber considers it proven that the defendant should have received at least 700,000.00€ from the sale of the house. Moreover, the facts

facts put into evidence are not related to the subject matter of the judgment.

31. Re 34) to 37)

Insofar as the motions should also be directed at the introduction of the chat message mentioned, this has already been done and no reason is apparent why this taking of evidence should be repeated.

Insofar as legal assertions are put into evidence, the rejection is based on the statements under A. IV. and A. VI. of the decision according to Annex 1 to the HVP of 19.07.2024. The Chamber considers it proven that the defendant should have received at least € 700,000.00 from the sale of the house. Otherwise, the facts put into evidence are not related to the subject matter of the judgment and are therefore irrelevant.

32. Re 38), 41) and 42)

Insofar as the application is directed at the question of detention, the Chamber decided on this in the decision on the continuation of detention of 19.08.2024. Insofar as legal assertions are submitted as evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. In addition, no evidence is named. The official duty to clarify does not require evidence to be taken in this regard, as the facts are irrelevant to the question of guilt and legal consequences and also do not require clarification for procedural issues. The fact that the public prosecutor's office did not document all telephone calls with the complainants and that individual assumptions made by the public prosecutor's office were not confirmed when the charges were brought, as well as the question of whether and why the public prosecutor's office justified measures against third parties, does not constitute a procedural obstacle.

33. Re 39) and 40)

The requested evidence is - insofar as it concerns domestic law - inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the order pursuant to Annex 1 to the HVP of 19.07.2024.

Insofar as the motion concerns foreign and international law, the court is not prevented from making inquiries in this regard in proceedings similar to free evidence, but no party to the proceedings has the right to demand an evidentiary proceeding in this regard (*Becker in: Löwe-Rosenberg, StPO, 27th edition, § 244 StPO*). For the reasons stated under VIII. and XII. 7., the Chamber has no reason to take evidence on the legal issues raised in the motion.

34. Re 43) and 44)

The rejection was decided by order of 19.08.2024.

35. Re 45)

Evidence has already been provided of an assessment rather than a fact. However, the topic is also not related to the subject matter of the judgment, so that the official duty to clarify does not require evidence to be taken.

36. Re 46)

The facts presented as evidence have no connection to the subject matter of the judgment, so that the taking of evidence is rejected in accordance with section 244 (3) sentence 3 no. 2 of the Code of Criminal Procedure (for witnesses who are not present) or section 245 (2) sentence 3 of the Code of Criminal Procedure (for witnesses who are present).

37. Re 47)

The requested taking of evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP of 19.07.2024.

XIV. Applications pursuant to Annex to Appendix 2 HVP 14.08.2024

1. Re 1)

As far as the "removal" abroad is concerned, these are not facts on the question of guilt and legal consequences. The question of detention was decided by the decision of 19.08.2024 to continue detention.

It is irrelevant whether the defendant used the remaining amount from the house sale, instead of repaying it to the previous company, "mainly" for the reconnaissance work and that he now invokes a right of retention due to possible tax claims, because this does not call into question the assumption that the defendant was unwilling to repay the previous company (see C. II. 5. above). Thus, the requested taking of evidence is rejected due to irrelevance pursuant to § 244 para. 3 sentence 3 no. 2 StPO.

Even insofar as the motion addresses the conduct of the witness V [REDACTED] Fi [REDACTED] and the complainants and concrete factual allegations are to be assumed in this respect, the taking of evidence is rejected due to the irrelevance of the facts submitted as evidence pursuant to Section 244 (3) sentence 3 no. 2 StPO. In particular, the credibility of these persons is also irrelevant. In this respect, reference is made to the statements under II. in the decision pursuant to Annex 1 to the HVP dated 17.05.2024 and under D. III. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024 and the statements referred to therein.

2. Re 2)

Even insofar as the application contains specific factual allegations, the official duty to clarify is decisive for the decision on the application because the witness has already been heard on the issues. This does not require the witness to be heard, as it is not apparent that hearing the witness again would provide new evidence.

3. Re 3) and 4)

The Chamber considers it proven that the defendant should have received at least 700,000.00€ from the sale of the house. Apart from that, the facts submitted as evidence are not related to the subject matter of the judgment and are therefore irrelevant (Section 244 (3) sentence 3 no. 2 of the Code of Criminal Procedure).

4. Re 5)

The motion does not contain any specific allegations of evidence. The official duty to clarify does not require the requested evidence to be taken because there is no discernible connection to the subject matter of the judgment.

5. Re 6)

The application does not contain any specific allegations of evidence. Insofar as it is aimed at clarifying questions of law, the requested evidence is already inadmissible. Reference is made to the statements under A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024. Furthermore, the official duty to clarify does not require the requested evidence to be taken because it is not apparent to what extent the requested evidence would provide findings that are relevant to the decision.

XV. Application pursuant to Annex 1 HVP 20.08.2024

1. Re 1) to 6)

Insofar as various legal assertions are put into evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. In addition, the witnesses K [REDACTED] and the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] have already been heard on the topics, so that the official duty to provide clarification is decisive for a new hearing. However, this does not require that the requested evidence be taken. In any case, the Chamber assumes that the defendant should have received at least 700,000.00€ from the sale of the house.

4. Re 11) to 15)

Insofar as various legal assertions are put into evidence here, the rejection is based on the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. The applications also do not concern the question of guilt or legal consequences. Insofar as the evidence was not taken in open court in this context, this was not necessary for legal reasons. Trial motions not directed at the taking of evidence were each decided separately.

XVI. Application in accordance with Annex 2 HVP 20.08.2024

1. Re section 1)

In this respect, reference is made to the statements under I. 2. which also apply here. Also with regard to the named witness R [REDACTED], it is not apparent that his questioning could yield any findings relevant to the decision.

2. Re section 2)

Insofar as the application puts a question of law to the test, the requested taking of evidence would be inadmissible for the reasons set out in A. IV. and A. VI. of the order pursuant to Annex 1 to the HVP of 19.07.2024, to which reference is made. However, even if the specific hypothetical handling is at issue here, the taking of evidence must be rejected due to its insignificance because the topic is not related to the subject matter of the judgment, namely the question of guilt or legal consequences.

3. Re point 3)

It has already been proven that the complainants were aware of the purpose of the articles of association and the donation. Moreover, they have already testified extensively on the subject matter. With regard to the other witnesses, there is a lack of the required connection for knowledge of the subjective thoughts of the complainants. The

The official duty to clarify does not require them to be questioned because the facts put in evidence are not relevant to the question of guilt and legal consequences.

4. Re point 4) and 5),

The facts put in evidence are of no legal significance because they are not relevant to the question of guilt or legal consequences. The defendant's criminal liability is not based on a breach of the duty to look after the assets of the donors, but of the prior company.

5. Re point 6) (actually 7)

There is no concrete factual assertion, but rather an assessment. It is neither clear when the witness should be "uncomfortable" nor what "as long as possible" or "several times" should mean in this context. In addition, there is also a lack of connection for the intended, generally valid statement about the witness's behavior. The official duty to clarify does not require the requested evidence to be taken. First of all, the defendant himself merely referred in his plea to the fact that she had witnessed the gardening work and, when asked, stated that he did not know whether the witness V■■■■ F■■■■ had known that the gardening work had been financed with funds from the committee. However, she would have known this if he had discussed it with her. Furthermore, even if it had been proven through the examination of the witnesses that the witness V■■■■ F■■■■ had to be told on one or more occasions what might have been unpleasant for her, the Chamber does not consider it plausible that the defendant would not have pointed out to her that this had been discussed after all, given her (genuine or feigned) surprise and statement that she had never agreed. The requested evidence would therefore not change the Chamber's conclusion that the use of the funds by the defendant was not agreed with the witness V■■■■ F■■■■ .

6. Re point 7) (actually point 8)

It is not a specific assertion of evidence, but an assessment that is put forward as evidence. The official duty to provide clarification does not require evidence to be taken. It is not apparent that the requested hearings could provide findings relevant to the decision. In particular, it is not apparent that they would have had any effect on the basis of the established use of the sums of money by the accused or the established intentions of the accused (see C. II. 5., 6. above).

7. Re point 8) (actually point 9)

The named witness has already been heard on the subject of the motion. It is not apparent that the renewed questioning of the witness would provide further information in this regard.

XVII. Application pursuant to Annex 1 HVP 23.08.2024

No specific evidence has been provided with regard to the last allegation, but the facts are also irrelevant for the reasons set out under XVI. 4. are of no significance, so that the official duty to clarify does not require their interrogation.

The first three witnesses mentioned have already been heard on the topics of evidence. The official duty to clarify does not require the witnesses to be heard again because there are no indications that hearing them again would provide new information relevant to the decision.

With regard to the witnesses W [REDACTED] K [REDACTED] and V [REDACTED] , there is a lack of evidence of a connection to the internal ideas and assumptions of the shareholders. The official duty to clarify does not require the examination of the witnesses. While the previous statements of the witnesses W [REDACTED] and K [REDACTED] have shown that they assumed that they were working for the previous company, it cannot be assumed that the witness V [REDACTED] can contribute to clarifying the facts of the case. In this respect, reference is made to the statements under I. 2.

XVIII. Application pursuant to Annex 2/4 HVP 23.08.2024

1. Re B.

The requested taking of evidence is inadmissible insofar as legal issues are put to the test. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP dated 19.07.2024. Furthermore, no concrete facts are provided under B., only assessments. The official duty to clarify does not require the taking of evidence because the witness's assessments on this issue have no relevance for the Chamber's assessment of the question of guilt and legal consequences.

2. Re C.

The application does not provide evidence of any specific factual allegations. The official duty to clarify does not require the taking of evidence either, as it has no relevance for the Chamber's assessment of the question of guilt and legal consequences.

3. Re D.

The requested taking of evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP of 19.07.2024.

XIX. Application pursuant to Annex 3 HVP 23.08.2024

Insofar as the application was not granted, the rejection is based on the following considerations:

1. Re 4):

There is already a lack of explanation of the connection between the witness and the intentions of the complainants and allegations made by the complainants against the defendant and the witness V [REDACTED] F [REDACTED]. The content of the proposed

However, the draft of the settlement agreement and the information provided by the plaintiffs about coordination with the witness have already been proven by the corresponding draft and the associated e-mail correspondence. Against this background, the official duty to clarify does not require the witness to be questioned about this either, especially as the facts provided as evidence have no relevance to the question of guilt or legal consequences.

2. Re section 5:

The assertion of evidence is aimed at querying a legal assessment of the witness. Insofar as the aim is to prove the accuracy of this assessment, the taking of evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision in accordance with Annex 1 to the HVP of 19.07.2024. Otherwise, the assessment of the witness is unrelated to the subject matter of the judgment.

XX. Motion pursuant to Annex 2 HVP 28.08.2024

The motion does not contain any specific allegations of evidence. The official duty to clarify does not require the document to be read out because the content of the document has no relevance to the question of guilt or legal consequences.

XXI. Application for the record HVP 28.08.2024

The application does not contain any specific assertion of evidence. The official duty to clarify does not require the witness to be heard again either, because there are no indications that this would lead to new findings relevant to the decision.

XXII. Application in accordance with Annex 4 HVP 28.08.2024

1. Re 1)

There is already a lack of explanation of the connection for the internal intentions of the accused. The official duty to clarify does not require the examination of the witnesses either, as it is not apparent that their examination would provide findings relevant to the decision.

2. Re 2)

The internal intentions of the accused are already lacking in the presentation of the connection. Furthermore, no concrete facts have been provided as evidence, only assessments. Insofar as legal assertions are put into evidence, the requested evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024. Furthermore, the official duty to clarify does not require the examination of witnesses.

3. Re 3)

The witness V■■■■ F■■■■ has already been heard on the topics of the application. The official duty to clarify does not require the witness to be heard again, especially as the facts put in evidence are irrelevant. Even if the defendant had always stated that he was willing and able to repay, this would not change the Chamber's assessment of the evidence (see C. II. 5. above). The other circumstances do not concern the criminal liability of the accused, but that of the witness V■■■■ F■■■■ and are therefore not relevant.

4. Re 4)

Insofar as legal assessments are provided as evidence, the requested evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the resolution pursuant to Annex 1 to the HVP dated 19.07.2024. Insofar as

other assessments are provided as evidence, these are not specific factual assertions. The official duty to provide clarification does not require the requested evidence to be taken in this respect because, for legal reasons, the assessments of the witnesses have no influence on any assessments to be made by the Chamber. As far as the "loan" to V ██████ F ██████ is concerned, this is not the subject of the present criminal proceedings. The fact that the "loan" to the accused was "secured" by the property is not a concrete factual allegation, as it is not clear what kind of security this was supposed to have been. In particular, the defendant has admitted that he did not create a mortgage for the amounts in question and there is nothing else to suggest that this was done. If the allegation was meant in this way, the Chamber would not consider it to be serious. If it meant the unsecured intention of the defendant to repay the sums of money from a sale or mortgage of the property, this would be irrelevant. If the motion were to claim that the accused had such an intention, which would contradict the Chamber's findings, there would be a lack of evidence of the witnesses' connection to the accused's inner intentions. The official duty to clarify does not require the questioning of the witnesses, as it is not apparent that their questioning would result in findings relevant to the decision. Insofar as it was proven that the accused could have borrowed money from acquaintances, this has already been proven.

5. Re 5) - 22)

Insofar as the applications are directed at legal assertions, the requested evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024. Furthermore, the questions of evidence also partly concern the question of the criminal liability of the witness V ██████ F ██████ , which is not relevant here, and also do not concern the question of guilt or legal consequences. Insofar as the Chamber did not pursue them, this was not necessary for the respective procedural questions. The motions for trial have been decided elsewhere.

XXIII. Motion pursuant to Annex 5 HVP 28.08.2024

The requested taking of evidence is inadmissible. In this respect, reference is made to the statements under A. IV. and A. VI. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024.

XXIV. Application pursuant to Annex 6 HVP 28.08.2024

The proven fact is irrelevant. On the one hand, the information provided by telephone is in no way binding and legal action would be open, and on the other hand, it would also be irrelevant for the question of liability and legal consequences if the previous company were to be treated as a GbR (see D. II. 2. and G. above).

XXV. Application pursuant to Annex 1 HVP 06.09.2024

The motion was granted as far as the question of the legal entity to which the defendant had announced a repayment was concerned. Otherwise, the proven facts, in particular the fact that the defendant only spoke to the witness about loan agreements and that he had stated that he wanted to repay the 700,000.00€ from the sale of his house, have already been proven.

XXVI. Application according to Annex 2 HVP 06.09.2024

1. Re I. - III.

Due to the lack of seriousness of the applications, these are probably not motions for evidence. However, this is irrelevant because the alleged facts are irrelevant. There is no connection between the alleged facts and the subject matter of the judgment, namely the question of guilt or legal consequences. Nor does the official duty to investigate require the conspiracy theories formulated to be investigated.

2. Re IV.

The fact put in evidence is irrelevant because there is no discernible connection to the subject matter of the judgment, namely the question of guilt and legal consequences.

XXVII. Application pursuant to Annex 1 HVP 11.09.2025

As far as the time of the commissioning of the witness K [REDACTED] and the knowledge of the witness V [REDACTED] F [REDACTED] of the criminal complaint and the circumstances of the repayment of her liquidity reserve are concerned, the facts provided as evidence have no connection with the subject matter of the judgment. There is no need to rule on the criminal liability of the witness here.

The witness has already been questioned extensively on the other facts. There are no indications that further findings could be expected from additional questioning.

This also applies insofar as the application is based on the fact that the previous company was not the trustor of the money. In this regard, reference is first made to the statements under I. 1. Also with regard to the statements in the application, the official duty to clarify does not require the witness to be heard again on this aspect. Insofar as evidence is provided as to what "the shareholders" had assumed, it is not clear to what extent the witness intends to make statements about what the other shareholders had assumed. Moreover, both the witnesses A [REDACTED] F [REDACTED] and Dr. H [REDACTED] as well as originally (before the legal opinion represented in the third application for adhesion by the witness V [REDACTED] F [REDACTED]) the defendant stated the opposite. The named witness herself also testified to the contrary during her original interrogation. The opinion now held by the witness V [REDACTED] F [REDACTED] is obviously guided by her own interest in preventing the allocation of the amount in question to the previous company, after her first application (for the defendant to indemnify her against claims by the predecessor company due to possible culpable contributory causation of the damage incurred by the latter) and her second application (for permission to join the application for adhesion of the predecessor company due to conflict of interest of the managing directors) were not accepted for decision or rejected.

were accepted or rejected. It would also be in no way credible, in particular taking into account the circumstances described under D. II. 1., if the named witness were now to confirm the proven assertions about what the shareholders allegedly assumed, in contrast to these earlier statements. For this reason, the official duty of clarification does not require the repeated questioning of the witness in this respect either.

Finally, the official duty to clarify does not require the interrogation of donors, because their mere deviating will is not suitable to change anything in the asset allocation of the donations made by them to the accounts of the previous company as explained under D. II. 1.

XXVIII. Application pursuant to Annex 2, 7 HVP 11.09.2024

It has already been proven that the defendant and V [REDACTED] F [REDACTED] have been talking about loan agreements and their repayment in the context of their dispute since summer 2022 and have not spoken of hidden trust agreements or sham contracts in this respect (see C. II. 5 above). It has also already been proven that the defendant repeatedly spoke - as he did during the trial - that his property in [REDACTED] was a "store of value". The same applies to the assertion that the defendant did not speak of a liquidity reserve.

Insofar as it is also to be proven that the witness V [REDACTED] F [REDACTED] never spoke of a liquidity reserve and that "at no time" was there any discussion between the defendant and the witness V [REDACTED] F [REDACTED] about sham contracts or trust agreements, there is a lack of connection because it is not apparent that the witness H [REDACTED] heard any statements made by the witness V F [REDACTED] [REDACTED] and between the defendant and the witness V F [REDACTED]. But even even if one this evidence is obvious to the joint meetings and internal party exchanges, the alleged fact that there was no talk of sham contracts or trust agreements has already been proven and the claim that V [REDACTED] F [REDACTED] did not speak of a "liquidity reserve" lacks the seriousness of the evidentiary assertion required under Section 244 (3) sentence 1 StPO. This is the case if the collection of evidence does not have the

procedural function of contributing to the investigation of the truth, but should fulfill other objectives (see *BeckOK StPO/Bachler, 52nd ed. 1.4.2024, StPO § 244 Rn. 14, beck-online*).

The Chamber concludes this lack of seriousness from the following circumstances: The question of whether the witness V [REDACTED] F [REDACTED] spoke of a "liquidity reserve" could be of relevance to the proceedings (cf.

"(irrespective of the fact that, according to the Chamber's assessment, this is irrelevant because the interpretation depends on what was discussed at the time, the purpose of the agreements and the correspondence between the parties), could at most be relevant to the proceedings, at least in the abstract, for the question of whether the agreement contained an obligation to hold this amount in liquid form for the pre-company with regard to the €700,000.00.

However, the requested taking of evidence could obviously not contribute anything enlightening in this regard, even from the perspective of the applicants. This is because it was precisely the central and also extensively documented, publicly discussed point of contention between the defendant and the witness V [REDACTED] F [REDACTED] whether the money should be parked in a "store of value" or whether a "liquidity reserve" should be formed. This was also confirmed by the defendant, who repeatedly stated - also after being shown a video recording on "B [REDACTED] TV" - that the witness V [REDACTED] F [REDACTED] had repeatedly spoken of a "liquidity reserve", but that this was incorrect. The witness [REDACTED] B [REDACTED] also stated that in numerous broadcasts and conferences, the defendant always spoke of a store of value and the witness V [REDACTED] F [REDACTED] always spoke of a liquidity reserve. The witness K

the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] and in the course of her questioning, the witness V [REDACTED] F [REDACTED] always explained this understanding of the agreement. Against this background, the finding that the witness V [REDACTED] F [REDACTED] had *not* stated in the context of the discussions with the party " [REDACTED] [REDACTED] that it was a liquidity reserve could clearly not change the finding that the witness V [REDACTED] F [REDACTED] had repeatedly expressed this view on other occasions (including publicly). Theoretically, any person who had witnessed statements made by the witness V [REDACTED] F [REDACTED] could be named as evidence of the fact that she had used the term "liquidity reserve" on these occasions.

"liquidity reserve", without this fact being able to change the basic finding that the witness V [REDACTED] F [REDACTED] had done so on other occasions. Against this background, even from the

In the view of the Chamber, the defense cannot seriously expect that the questioning of witness H [REDACTED] on this point would have contributed anything to the investigation of the (even potentially) relevant facts. For the above reasons, the relevant official duty to provide clarification also does not require the taking of evidence.

With regard to the defendant's willingness and ability to repay, there is already a lack of concrete factual allegations. The official duty to clarify does not require the examination of witness H [REDACTED] in this respect either, whereby reference is made to the explanations under A. IX. of the decision in accordance with Annex 1 to the HVP of 19.07.2024 with regard to the ability to repay. The requested taking of evidence is also not required with regard to the willingness to repay, as it is not apparent that this would provide findings relevant to the decision that would contradict the evidence presented under B. II. 4. would call into question the Chamber's assessment of the evidence.

XXIX. Motion pursuant to Annex 3 HVP 11.09.2024

The motion does not contain any specific evidentiary assertions, but rather names topics on which the witness is to be questioned. The official duty to clarify does not require the witness to be questioned because it is not apparent that the questioning would yield any findings relevant to the decision. For further reasons, reference is made to the statements under V. 1. and the decisions referred to there.

XXX. Application pursuant to Annex 4, 9 HVP 11.09.2024

The requested taking of evidence is aimed at taking evidence on the subject matter of the same main hearing and is therefore inadmissible. In this respect, reference is made to the statements in the order pursuant to Annex 1 to the HVP of 19.07.2024 under C. II.

XXXI. Motion pursuant to Annex 5, 10 VHP 11.09.2024

Insofar as a taking of evidence on the content of the taking of evidence is concerned, reference is made to the statements in the decision pursuant to Annex 1 to the HVP dated 19.07.2024 under

C. II. is referred to.

In all other respects, the application is for a repetition of the hearing already held on the subject matter. Reference is made in this respect to the statements under V. 1. and the decision referred to there. The official duty to clarify does not require the taking of evidence to be repeated because it is not apparent that new findings relevant to the decision could result from the new hearing.

XXXII. Application pursuant to Annex 6 HVP 11.09.2024

No concrete evidence is alleged, but questions are raised. The official duty to clarify does not require the witness to be heard again. The witness has already testified in detail on the evidentiary issues. It is not apparent that a new hearing of the witness could provide new information relevant to the decision. In addition, reference is made to the statements under V. 1. and the decisions referred to there.

XXXIII. Motion pursuant to Annex 8 HVP 11.09.2024

Even if the motion does not merely formulate questions, there is no motion for evidence.

According to the wording of the motion, the witness's knowledge includes what the witness "knew" about what the defendant had assumed. The motion therefore contains the evaluative assumption that the defendant had actually assumed the circumstances mentioned in the motion, had the intentions mentioned in the motion and that the motion would only be effective under the conditions of a certain evaluation of evidence, which the Chamber did not carry out in this way (see C. II. 5 above). Apart from these evaluative insinuations, it is ultimately proven that the witness in turn assumed that the accused had assumed the aforementioned circumstances. However, what third parties thought about the subjective conception of the accused cannot have any influence on the

the verdict because the chamber has to evaluate the evidence independently and independently of the assessment of third parties. There is therefore no connection between this fact put into evidence and the subject matter of the verdict (Section 245 (2) sentence 3 StPO).

Insofar as the motion also provides evidence that the defendant had "openly communicated" that he had assumed the aforementioned circumstances, this has already been proven (with the exception of the repayment to the original "Vorschalt-gUG", see below) (Section 245 (2) sentence 3 StPO).

Finally, to the extent that evidence is provided that the defendant "openly communicated" that he wanted to repay the €700,000.00 to the original Vorschalt-gUG, the application apparently relates to the period of the activity of the witness W [REDACTED] for the witness V [REDACTED] F [REDACTED] and thus to a period in which, according to the Chamber's findings, the defendant was no longer prepared to make the repayment to the previous company at all (see B. II. 4. above). In this respect, however, there is already a lack of concrete allegations as to on what occasion the defendant "openly communicated" this to whom and in what way and why the witness W [REDACTED] can provide information on this (connectivity).

The official duty to clarify does not require the taking of evidence either.

The defendant himself admitted that, after he realized that the witnesses A [REDACTED] F [REDACTED] and Dr. J [REDACTED] H [REDACTED] were "zero numbers" and that there had been a rift in the summer of 2021, he had made it a condition for the payment to the committee that "the two no longer play a role". He also confirmed this once again when questioning the witness A [REDACTED] F [REDACTED] (see C. II. 1. and 5 above). Furthermore, from the outset of this process, he referred to the fact that an asset transfer had taken place from the previous company to SCA Investigative UG. Finally, he also considered himself entitled to use the money for his own version of the committee, the ICIC (see C. II. 5. above). Insofar as the application refers to an affidavit of the defendant in a legal dispute between him and the witness V F [REDACTED] of 22.06.2023, it is already proven by its introduction that the defendant mentioned there that he had a right of retention due to a possible tax claim with regard to the still unregistered previous company. asserted to to assert.

An "openly communicated"

Willingness to repay to the previous company is this affidavit cannot be inferred from this affidavit. The application for the examination of the witness B [REDACTED], over whose mailing the defendant and the witness V F [REDACTED] largely fought out their dispute, already contained the assertion that the defendant had held out the prospect of repayment to the previous company. However, the witness B [REDACTED] stated during his interrogation that the defendant had declared his willingness to repay the "Corona Committee", which was a media format that was only operated for a limited time by the previous company and then by SCA Investigative UG. This also speaks against the defendant wanting to pay back the previous company. There are also no indications that the witness became aware of any other statements made by the defendant.

The questions formulated in this regard therefore also do not mean that the official duty to provide clarification would require the witness to be questioned.

Nor does the duty to provide clarification require the hearing of the witness with regard to the other questions. In particular, the Chamber's assessment of the evidence would not be called into question if the witness V [REDACTED] F [REDACTED] had only feigned her surprise in the chat with the defendant in July 2022 and she had not held the amount paid to her in liquid assets (see C. II. 3. above). Nor is it otherwise apparent that questioning the witness would have yielded any findings relevant to the decision.

XXXIV. Application pursuant to Annex 11, 12 HVP 11.09.2024

1. Re 1.)

Insofar as the application seeks to provide evidence of a legal classification of circumstances relevant to interpretation, it is already inadmissible. Reference is made to the statements under A. IV. and

VI. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024. The witness has also already been heard in detail on the subject of the motion for evidence. Reference is made to the explanations under V. 1. and the decision referred to there in this respect. The official duty to clarify does not require the

The official duty to clarify does not require the taking of evidence to be repeated, because it is not apparent that new findings relevant to the decision could result from the renewed hearing.

2. Re 2.)

The facts presented as evidence have no recognizable connection to the subject matter of the verdict. What the witness thought was right or wrong or what suspicions he had cannot have any influence on the verdict because the chamber has to assess the evidence independently of the witness's assessment. Moreover, it has already been proven that the relevant statement was made in this way.

3. Re 3.)

According to the wording of the motion, what the witness "knew" is placed in the knowledge of the witness. The motion therefore contains the evaluative assumption that what the witness is said to have known is also true. According to the motion, this "knowledge" should also be subject to evaluation, as it is a question of legal assessment whether or not loan agreements should be assumed on the basis of the established factual circumstances. Apart from this evaluative assumption, it is ultimately proven that the witness, for his part, had assumed loan agreements. However, the assessment of third parties cannot have any influence on the judgment because the Chamber has to evaluate the evidence independently and independently of the assessment of third parties (see XXXIII above). There is also no connection between the further allegation and the question of guilt or legal consequences. This concerns the motives of a possible unlawful act by the witness. In the present case, it is not the criminal liability of the witness but that of the defendant that is to be assessed.

XXXV. Application pursuant to Annex 13 HVP 11.09.2024

Insofar as the evidence person is to be named for the correctness of the legal opinions allegedly represented by him (items 4, 5), the requested taking of evidence is inadmissible for the reasons set out in items A. IV. and VI. of the decision pursuant to Annex 1 to the HVP of 19.07.2024. Furthermore, the assessment of third parties cannot have any influence on the judgment because the

Chamber has to evaluate the evidence independently and independently of the assessment of third parties. There is also no connection between the other allegations and the question of guilt or legal consequences. They concern the motives and intentions of the witness in possibly unlawful acts. In the present case, however, it is not the criminal liability of the witness but that of the defendant that is to be assessed.

XXXVI. Motions pursuant to Annexes 1 and 6 to the HVP of 20.09.

The requested taking of evidence is already inadmissible. In this respect, reference is made to the comments on XXX.

XXXVII. Motions pursuant to Annexes 2 and 7 to the HVP of 20.09.

The application for the examination of the witness, starting on p. 7 of Annexes 2 and 7, mainly formulates questions.

In addition, according to the wording of the motion, evidence is provided as to what the witness "knew". The motion therefore contains the evaluative assumption that what the witness is supposed to have known is also true. There are therefore already no concrete allegations of evidence.

The subject of this "knowledge" should also be legal assessments with regard to the question of a legal claim to payment of € 1.15 million or a part thereof according to the application. Apart from this evaluative insinuation, it is ultimately proven that the witness, for his part, assumed that he had no claims. However, the assessment of third parties - as far as its accuracy is concerned - cannot have any influence on the judgment, because the Chamber has to evaluate the evidence independently and independently of the assessment of third parties. Moreover, motives for any unlawful act by the witness are also irrelevant, as it is not the criminal liability of the witness but that of the accused that is to be assessed here. For the rest, reference is made to the statements in section III. 2. b) of the decision in Annex 1 to the HVP of 10.07.2024 and the statements of the Chamber referred to therein. It follows from this that the circumstances are insignificant, so that the official duty to clarify does not require the examination of the witness.

As far as the ability to repay is concerned, this is also a term that ultimately describes an assessment, whereby concrete facts from which this is to follow are not placed in the knowledge of the witness. The Chamber already assumes that the defendant should have received at least 700,000.00€ from the sale of the house. Furthermore, that he could have borrowed money from acquaintances. The official duty to clarify the facts therefore also does not require the witness to be questioned in this respect.

With regard to the witness's willingness to repay, there is no connection to the knowledge of the defendant's inner intentions. It has already been proven that the accused expressed such intentions. Insofar as it should also be proven that the accused had announced the repayment to the previous company, there is already a lack of concrete allegations as to on what occasion the accused "openly communicated" this to whom and in what way, and why the witness T [REDACTED] can provide information on this (connectedness). The aforementioned Annex 3 to the criminal complaint (email from the defendant dated 26.08.2022) does not prove that the defendant had held out the prospect of repayment to the previous company (see C. II. 5. above). The official duty to clarify does not require the examination of the witness in this regard either, because it is not apparent that this could provide findings relevant to the decision. Reference is made to the statements under XXXIII. is referred to.

With regard to the penultimate paragraph, the premise already contradicts the Chamber's findings. Moreover, motives for a possible unlawful act of the witness would also be irrelevant, because in the present case it is not the criminal liability of the witness but that of the accused that is to be assessed. In this respect, too, the official duty to clarify does not require the witness to be questioned.

XXXVIII. Motions pursuant to Annex 1 to the HVP of 16.10.2024

1. Re I)

The interpretation of the agreements for which the contractual documents referred to as loan agreements were drawn up is a question of law. In this respect, reference is made to the statements under A. IV. and VI. of the resolution pursuant to Annex 1 to the HVP dated

19.07.2024 is referred to. Insofar as it is proven that there were no *express* agreements replacing or *expressly* stating that these were to be sham contracts, this has already been proven.

Insofar as it is also to be proven that there were no circumstances on the basis of which the agreement should be interpreted accordingly, there is a lack of a specific assertion of evidence, because the question of which circumstances are relevant to interpretation requires a legal assessment. It is not apparent that the circumstances used by the Chamber for the interpretation (see D. I. above), in particular the e-mail and chat traffic and the reason for the transfers, are to be called into question by the applicant. Such an allegation would also lack the necessary seriousness, as it would have been made in the blue.

With regard to the witness W [REDACTED], a connection for such negative allegations would also not be apparent. The witness V [REDACTED] F [REDACTED], on the other hand, has already been heard in detail on the subject.

The official duty of clarification also does not require the repetition of the hearing of the witness V [REDACTED] F [REDACTED] and the hearing of the witness W [REDACTED], because it is not apparent that they could still provide decisive findings on circumstances that would call into question the interpretation of the Board. In addition, reference is made to the statements under V. 1. and the decision referred to there.

2. Re II.)

The facts put in evidence are irrelevant for legal and factual reasons. They have no impact on the question of guilt or the legal consequences. Reference is made to the statements under A. II. of the decision pursuant to Annex 1 to the HVP dated 19.07.2024 and the decision referred to therein.

The Chamber also has no other reason to investigate the conspiracy theories formulated.

3. Re III.)

Insofar as the application concerns facts (and not legal or other assessments), these are irrelevant for factual and legal reasons. They have no connection with the determination of the guilt of the accused and, in the opinion of the Chamber, do not relate to any decisive sentencing aspect. Even if the deportation of the accused from Mexico had been unlawful, the Chamber does not consider it necessary to take this into account as a mitigating factor.

4. Re IV.)

The witness V [REDACTED] F [REDACTED] has already been heard extensively on the subject. With regard to the other witnesses, there is a lack of connection with regard to the formulated assertion of evidence. On the contrary, the statements in the application suggest that the witnesses can only say something about conduct towards the party's board " [REDACTED] [REDACTED] and with regard to the pathology conference. In this respect, too, there is a lack of concrete facts. Furthermore, the relevance of these incidents to the question of guilt and legal consequences is not discernible. Moreover, the Chamber's assessment of the evidence would not be called into question even if the surprise of witness V [REDACTED] F [REDACTED] had been merely feigned (cf. C. II. 3. above). Reference is made to the comments on F. VI. of the decision according to Annex 1 to the HVP of 19.07.2024.

5. Re V.)

The facts submitted as evidence are irrelevant for legal and factual reasons: they have no impact on the question of guilt or the legal consequences. Reference is made to the statements under A. II. of the decision pursuant to Annex 1 to the HVP of 19.07.2024 and the decision referred to therein.

The Chamber also has no other reason to investigate the conspiracy theories formulated.

XXXIX. Applications in accordance with Annex 2 to the HVP of 16.10.2024

The facts submitted as evidence are irrelevant, as they have no relevance to the question of guilt or the legal consequences. In particular, they have no impact on the asset allocation of the donations made by donors to the accounts as explained under D. II. 1.

XL. Application pursuant to Annex 1 to the HVP of 07.11.2024

This is not a request for evidence because it does not provide evidence of specific facts, but rather an assessment (no financial difficulties). Even if one could assume concrete facts with regard to individual statements in the statement of grounds, these are meaningless, because the Chamber did not base its assessment of the evidence on the fact that the defendant had financial difficulties (see C. II. 5. above). Against this background, the official duty to clarify does not require the taking of evidence.

XLI. Motion pursuant to Annex 2 to the HVP of 07.11.2024

It remains to be seen whether the motion has the quality of a motion for evidence at all. In any case, the facts submitted as evidence would be meaningless because the credibility of the witness is irrelevant for the Chamber's assessment of the evidence (see C. above). Therefore, the official duty to clarify does not require the collection of this evidence. Reference is made to the statements under II. in the decision pursuant to Annex 1 to the HVP of 17.05.2024.

XLII. Motion pursuant to Annex 3 to the HVP of 07.11.2024

It is irrelevant whether the motion has the quality of a motion for evidence at all. In any case, the facts submitted as evidence would be meaningless because the credibility of the witness is irrelevant for the Chamber's assessment of the evidence (see C. above). Therefore, the official duty to clarify does not require the collection of this evidence. Reference is made to the statements under D. III. of the decision pursuant to Annex 1 to the HVP of 19.07.2024 and the statements referred to therein.

XLIII Motion pursuant to Annex 4 to the HVP dated 07.11.2024

Insofar as the motion concerned procedural issues, these have been decided separately. Insofar as an impairment of the defendant's health relevant to the sentencing is also to be taken into account here, there is already a lack of presentation of concrete facts that could be proven by the experts. The Chamber does not require medical laypersons to name specific diagnoses, but not even symptoms or a lay description of the illness that could be diagnosed by the expert opinions are mentioned. Furthermore, such an assertion would also have been made in the blue, as there is no evidence that the defendant has suffered any damage to his health as a result of being remanded in custody. He can also make use of medical examinations and treatment in the prison. Insofar as the defendant released doctors from their duty of confidentiality, it was established that the defendant visited a prison doctor twice in October 2024, who was in any case unable to recognize that the defendant was unfit for transport or negotiation. The measurement of vital parameters was unremarkable on each occasion. The description of the defendant's situation in pre-trial detention is based solely on allegations and tendentious assessments by the defendant. Insofar as he had claimed that he had been denied a blood pressure tablet, he later admitted that he had not wanted to take it under supervision and that it had fallen on the floor when he was given it back. Furthermore, there are possibilities for legal protection with regard to the measures taken by Rosdorf Prison.

XLIV. Application in accordance with the HVP of 04.02.2024

In this respect, reference is made to the explanatory memorandum to XIX. 2.

XLV. Motion pursuant to the HVP of 17.02.2024

In the absence of a designation of an evidentiary fact, this is not a motion for evidence. The official duty to clarify does not require the reading of these documents. They do not contain any additional content relevant to the decision.

XLVI Renewed application at 18.02.2024

Insofar as the defendant, in his closing statements, has re-submitted previously filed motions as motions for auxiliary evidence, their rejection is based on the same reasons.

XLVII. motion RA [REDACTED] pursuant to the HVP of 19.03.2025 and pursuant to Annex 1 to the HVP of 21.03.2025

It is irrelevant whether this is a motion to take evidence, as the facts submitted as evidence are meaningless for the reasons stated under XXXIX. For these reasons, the official duty of clarification also does not require the taking of evidence.

XLVIII. Application RA in W [REDACTED] pursuant to HVP dated 19.03.2025

The rejection is based on the reasons stated under XLII.

XLIX. Application pursuant to Annex 1 to the HVP dated 24.04.2025

For the reasons for the rejection, please refer to the explanations under XXXVIII. 2. together with the references therein.

L. Application pursuant to Annex 2 to the HVP dated 24.04.

Please refer to the explanations under XXXVIII. 1. and the references therein, in particular to V.1, for the reasons for the rejection.

LI. Application pursuant to Annex 3 to the HVP dated 24.04.2025

The application does not provide any concrete evidence. The official duty to clarify does not require the court to investigate the request for evidence; in particular, the court's assessment of the evidence is not based on persons or material evidence, whose usability or significance by the applicant.

applicant considers to be in need of clarification. Reference is made to the statements under XIII. 6., 8., 13. - 16., XLI., XLII. together with the references therein.

H. Other procedural issues

I. No crediting of pre-trial detention

The order to partially refrain from offsetting pre-trial detention to the extent described above is based on Section 51 (1) sentence 2 StGB. Such an act comes into consideration in particular in the case of conduct that does not serve the offender's defense and either aims precisely to prolong pre-trial detention in order to gain an advantage in the execution of the sentence through its later crediting, or pursues the purpose of maliciously delaying the proceedings for other reasons (*see BeckOK StGB/von Heintschel-Heinegg, 62nd ed. 1.8.2024, StGB § 51 para. 8, beck-online*).

According to these standards, the crediting of pre-trial detention is not justified with regard to the convicted person's behavior after the crime.

The defendant, in cooperation with the defense attorneys Dr. [REDACTED] and [REDACTED], has [REDACTED] influenced the course of the trial (cf. 1. below) by conduct that was objectively not conducive to the defense (cf. 2. below), whereby the Chamber is convinced that this was done for purposes unrelated to the trial, namely to use the trial as a stage to stage himself as a victim of political persecution initiated by the Office for the Protection of the Constitution and the judiciary, to expose and defame other persons and to stir up outrage (cf. 3. below), whereby the Chamber is convinced that the actions of the aforementioned defense attorneys were in line with the strategy of the defense, which was largely determined by the accused (cf. 4. below).

1. Development of the proceedings from May 2024

After the examination of the last ex officio witness W [REDACTED] had been completed on 3 May 2024, the Chamber informed the parties to the proceedings of its preliminary assessment of the factual and legal situation in accordance with this judgment by means of instructions in accordance with Annex 2 to the HVP of 3 May 2024, announced that no further ex officio taking of evidence was planned and stated that the Chamber was considering setting a deadline for the submission of motions for evidence in accordance with

§ 244 para. 6 sentence 3 StPO until the next day of the hearing, but at least one week.

At the hearing on 7 May 2024, the presiding judge set a deadline of 17 May 2024 for filing motions for evidence in accordance with section 244 (6) sentence 3 of the Code of Criminal Procedure. At the request of the defense lawyer [REDACTED], this deadline was extended to 10 June 2024.

Subsequently, on 10.06.2024, 10.07.2024 and 12.07.2024, the defense attorneys filed numerous motions for the taking of evidence, whereby the motions filed after the deadline had expired did not contain any explanations as to why it had not been possible to file them earlier.

On 12.06.2024, the chamber sent a draft decision on the motions for evidence dated 10.06.2024 to the defense attorneys in advance and pointed out that the parties to the proceedings would have to be prepared to plead on the next day of the trial and that this could also be the case if motions for evidence were still being filed, because these could possibly be dealt with/decided on the same day or, in the case of Section 244 (6) sentence 4 StPO, could possibly only be decided in the judgment.

Despite the motions being filed after the deadline had expired, the chamber decided on the motions without stating any reasons for the failure to meet the deadline by means of the decision announced in accordance with Annex 1 to the main hearing minutes of 19 July 2024 and sent this decision to the accused, the defense lawyers and the other parties to the proceedings in advance on 16 July 2024 so that they could prepare for it. The content of this decision did not contain any changes to the legal opinion already set out by the Chamber. At the same time as sending the decision to the defense attorneys and the accused in advance, the Chamber once again

that it must be expected that future motions for evidence will only be decided in the judgment.

In order to speed up the proceedings, on 19 July 2024 the chamber also ordered the parties to the proceedings to submit written motions in accordance with section 257a of the Code of Criminal Procedure in order to accelerate the reading of the grounds for motions, which were characterized by numerous repetitions and insignificant submissions at that time, by enabling the chamber to deliberate on them immediately after taking note of the motions.

In the following months, the defense successively filed further motions for the taking of evidence, which in no case contained explanations as to why they could not be filed within the set deadline.

After these motions were discussed and referred to the verdict with regard to the decision pursuant to Section 244 (6) sentence 4 of the Code of Criminal Procedure, the defense repeatedly stated that they wanted to prepare and submit further motions, which meant that the main hearing was repeatedly adjourned to allow them to do so. Furthermore, at the request of the defense on 31 July, 23 August and 30 August 2025, a total of six present witnesses, also successively summoned by the defense attorneys in the self-loading procedure, were heard. Furthermore, the defense attorneys Dr. [REDACTED] Attorney at law [REDACTED] and attorney at law [REDACTED] were repeatedly late without excuse or did not appear without excuse and also constantly requested interruptions at the beginning and during a trial day in order to be able to discuss further motions with the defendant.

In an order dated 21.10.2024, the presiding judge announced that in future no more interruptions would be granted for the discussion or preparation of motions that could be submitted on the next day of the trial without loss of rights. It would be reasonable to expect defense counsel from outside the court to travel to the prison the day before a hearing and discuss motions in the prison with the defendant.

From the day of the trial on 16.10.2024, the accused and the defense lawyers repeatedly attempted to obtain an interruption or suspension of the proceedings on the grounds of an examination of the inability to stand trial. This was also done after the chamber, in its decision of 22.10.2024, had ruled that the legal

the legal requirements for an examination of the defendant's ability to stand trial and the ability to stand trial itself, this was done repeatedly in the subsequent period without any corresponding evidence being presented or apparent.

On 01.11.2024, the defense lawyer [REDACTED] was scheduled to make his plea. After several requests for an interruption were rejected for various reasons, he finally declared that he had been so shaken by the conduct of the trial by the presiding judge that he was now ill and left the courtroom.

The closing speeches on 07.11.2024 were ultimately characterized by the fact that the defence attorneys [REDACTED] and [REDACTED] as well as the defendant - who was given the opportunity to make closing statements at the request of the defence attorneys even before the conclusion of the defence pleadings - each submitted extensive pleadings from motions for execution, motions introduced by the defence in the self-reading procedure, an order of the Higher Regional Court and other documents from the file, the 30-page criminal complaint and documents unrelated to the proceedings were read out in full or at least in extensive excerpts, without this having any connection to a factual or legal assessment of the trial material with regard to the subject matter of the verdict. These also contained numerous redundancies.

In December 2024 and January 2025, it was not possible to hold hearings due to the incapacity of a professional judge.

Finally, the defense attorney [REDACTED] was granted two hours of speaking time on 21.03.2025 after she had spent over 17 hours of pure speaking time despite numerous admonitions not to unnecessarily prolong her closing statement with redundant remarks that were not part of the subject matter of the verdict. However, she did not continue her plea on this day because she stated that she was prevented from continuing her plea due to a "threatening situation". In this regard, she had explained that in a chat group on the Internet, the "F [REDACTED] Facts Chat", the defense had been threatened with a "tsunami of charges" with regard to statements. It had also been said there that there would be "a nut to crack" if further such statements were made. The defense lawyer explained that she was aware that there were two people in the spectator area who would pass on information from the main hearing to the operators of the aforementioned chat. Since

the presiding judge had refused to exclude these spectators, she was not in a position to make any further statements. After the chamber had waited a few minutes to see whether the defense counsel would make any further statements, all the defense counsel present packed up their things to leave the courtroom, whereupon the presiding judge ordered a break. After an ambulance was called during the break due to the defense lawyer's rapid heart rate, the hearing was not continued.

On 03.04.2025, lawyer [REDACTED] continued and concluded his closing statement. On 15.04.2025, lawyer [REDACTED] finally finished her closing statement and, after a brief addition to the closing statement by lawyer [REDACTED], the defendant began his final statement, which he made on 17.04., 23.04. and 24.04., 23.04. and 24.04.2025.

At the request of the defense counsel, the defendant had already given early closing statements on 17.02, 18.02, 21.02 and 24.02.2025 and was warned several times not to unnecessarily prolong his statements by discussing topics unrelated to the verdict and redundant presentation. Finally, also after several corresponding admonitions, the defendant was given a deadline of noon on April 23, 2025 for his final statement, which was then extended again to 3 p.m. on April 24, 2025.

2. Delay due to conduct objectively not conducive to the defense

The conduct of the defendant and the defense, which led to a considerable delay in the proceedings, was - which alone, of course, justifies the application of § 51 para. 1 sentence 2 of the Code of Criminal Procedure - was objectively not conducive to the defense in the sense of influencing the verdict.

a) Successive requests for evidence

The motions for evidence were filed over a period of several months, even after the Chamber had presented its preliminary legal assessment in the notice of May 3, 2024, several decisions to continue detention and also the orders of February 27, 2024, May 7, 2024, July 10, 2024 and July 19, 2024 issued in response to motions for evidence,

07.05.2024, 10.07.2024 and 19.07.2024 and no significant changes have occurred since then, successively over several months, although there was no obvious reason for this in the interest of the defense.

The deadline pursuant to Section 244 (6) sentence 3 of the Code of Criminal Procedure was already set after the extension to 10.06.2024 in accordance with the application. Despite this long preparation time, applications for the taking of evidence continued to be filed for months, none of which contained explanations as to the reason why it was only filed after the deadline had expired (see G. above for the dates and number of applications).

It is also not apparent that the successive filing of motions was prompted by a change in the trial situation, since neither statements by the Chamber (which, due to the expiry of the deadline, had always planned a decision only for the reasons for the verdict and had also informed the parties to the proceedings of this), nor the few evidentiary hearings that still took place at the request of the defense (only six present witnesses were heard, which did not provide any significant new findings and occasionally read out documents that had long been known to the defense) had changed anything about the trial situation.

Even to the extent that the defense made use of its right to summon witnesses, the summonses of the witnesses present were issued over a period of several months for no apparent reason. The defense was aware that it would be necessary to summon the witnesses themselves in order to be able to obtain a hearing of the witnesses at the latest due to the content of the negative orders in July 2024.

b) Submission of manifestly inadmissible motions

In many cases, the motions filed after the deadline had expired were manifestly inadmissible in that they repeatedly submitted legal assertions or events from the same main hearing as evidence (cf. the various motions rejected for this reason under G. above).

This was done even after the Chamber had once again explained the inadmissibility of such motions in its decision announced on July 19, 2024 (Annex 1 to the HVP, there e.g. under A. IV., A. VI. and C. II.).

c) Motions recognizably irrelevant to the trial

In their motions, the defense counsel and the defendant also ignored the content of the instructions issued by the Chamber on 3 May 2024 and the content of the orders issued by the Chamber by 19 July 2024 in response to various motions for evidence, which rejected motions for evidence.

The Chamber was not allowed to contradict the content of these decisions without amending them in the judgment, so that the defense could be certain that the Chamber would not deviate from them in the judgment without prior notification or implementation of the previously rejected taking of evidence. In these decisions, the Chamber made it clear that, according to its (then still preliminary) assessment

- the payments declared as loans were agreed on the occasion of real feared seizures of accounts (cf. e.g. decision Annex 1 HVP 27.02.2024, Annex 2 HVP 10.07.2024),
- it is irrelevant for the interpretation of the agreement whether the witness V [REDACTED] held the amount of € 100,000.00 paid to her in liquid assets or was willing to repay it, from which she repaid this amount, on what basis the public prosecutor's office had discontinued the proceedings against her and whether her husband would have been willing to pay the amount due to an alleged extramarital relationship of the witness or for other reasons (Annex 1 HVP 07.05.2024, Annex 1 HVP 19.07.2024),
- it is also irrelevant for the interpretation whether and when the witness V [REDACTED] [REDACTED] used the terms "loan agreements", "trust agreement" or "liquidity reserve" and what she had lawyer W [REDACTED] say in this regard (Annex 1 HVP 19.07.2024),
- the credibility of the witness V F (Annex 1 HVP
 - of the witness V [REDACTED] F [REDACTED] (Annex 1 HVP 07.05.2024, Annex 1 ZVP 10.07.2024),
 - the witnesses Dr. H [REDACTED] and A [REDACTED] F [REDACTED] (Annex 1 HVP 10.07.2024)
 - or the lawyer T [REDACTED] (Annex 1 HVP 10.07.2024),
- in particular also not on their mental state (Annex 1 HVP 10.07.2024 for the witness Dr. H [REDACTED])

- nor does it matter whether the witness V [REDACTED] F [REDACTED] had already learned on 13.06.2022 that the defendant had spent the funds for private purposes (Annex 1 HVP 19.07.2024),
- nor whether the witness V [REDACTED] F [REDACTED] knew about gold purchases or their storage (Annex 1 HVP 17.05.2024, Annex 1 HVP 19.07.2024),
- whether there had been a liquidity crisis in the "Corona Committee" (Annex 1 HVP 19.07.2024),
- nor whether there was a conspiracy against the defendant, because the assessment of the evidence is essentially based on documents whose authenticity is not questioned and on the defendant's own statements (Annex 1 HVP 10.07.2024, Annex 1 HVP 19.07.2024),
- the Chamber already assumes that the defendant could expect to be able to raise at least the amount of money from the sale of his property that he would have needed to repay the € 700,000.00 to the previous company (Annex 1 HVP 10.07.2024)
- and it is therefore also irrelevant whether Attorney T [REDACTED] had a material claim to the money he received from the sale of the property, cf. above B. II. 7. above (Annex 1 HVP 10.07.2024, Annex 1 HVP 19.07.2024),
- it can be assumed that the defendant could have obtained liquidity from third parties if necessary (Annex 1 HVP 19.07.2024),
- the motives of the Mexican authorities for the deportation of the accused are neither relevant to the guilt nor to the legal consequences (Annex 1 HVP 10.07.2024).

Nevertheless, in the following months, new applications were repeatedly filed, often with the same content, which ignored these statements and which

- to the extent that they were not granted with regard to six witnesses and several documents presented in the self-loading proceedings - were decided above under G.

For example, on the question of the interpretation of the agreement between the defendant and the witness V [REDACTED] F [REDACTED], the chamber had rejected a motion to hear various witnesses to prove the fact that until the summer of 2022 there had only ever been talk of private loan agreements and not of a trust agreement or liquidity reserve, referring to an earlier

In its statement of the assessment corresponding to this judgment (see D. I. above) and its factual basis in the decision pursuant to Annex 1 to the HVP of 19.07.2024, the Chamber stated, among other things, that the fact that the witness V F [REDACTED] had a [REDACTED] spoken of private loan agreements until the summer of 2022 would not change this interpretation in the Chamber's assessment. Nevertheless, the defense repeatedly provided evidence of this fact - also repeatedly through the same named witnesses - for example in motions dated 6 August, 14 August, 20 August, 23 August, 30 August, 11 September and 16 October, 11.09. and 16.10.2024.

[REDACTED] Furthermore, in its decisions of 10.07.2024 and 19.07.2024, the Chamber made it clear that, with regard to the fact that the defendant had only received the amount mentioned under B. II. II. 7. above, it already assumes in favor of the defendant that he could expect to receive an amount at least equal to the amount of the embezzled funds from the sale of his property (and that the lawyer T [REDACTED] was not entitled to a material claim in this amount) and that the question of guilt and legal consequences does not depend on whether this was the case beyond that. However, repeated applications were also made in this regard, including on 14.08., 20.08., 23.08. and 20.09.2024.

In its decisions of 10 July 2024 and 19 July 2024, in which, among other things, a motion to question various officials of the public prosecutor's office to prove the fact that the author of the indictment had received instructions not to question the witnesses Dr. H [REDACTED] A [REDACTED] F [REDACTED] and V [REDACTED] F [REDACTED] or other witnesses, referring to previous statements of the preliminary assessment of evidence corresponding to this judgment, that the credibility of persons allegedly involved in the conspiracy (in particular the witnesses V [REDACTED] Fi [REDACTED] A [REDACTED] Fi [REDACTED] Dr. H [REDACTED] and Mr. T [REDACTED] , who was not questioned at all) is not relevant for this assessment of evidence, because it is based primarily on documents and statements of the defendant whose authenticity is not questioned. Nevertheless, motions were repeatedly filed to prove, for example, that the deportation of the defendant was only faked in order to conceal an actual kidnapping by the German state, that the defendant was taken out of circulation because of his international network, that he had been abducted by the German state, and that he had not been deported.

The allegation was intended to prevent the legal clarification of the corona pandemic at international level and that a criminal offense was constructed for this purpose, which is why the complainants were manipulated by a V-man ([REDACTED] L [REDACTED]) to report the defendant so that he could be charged by the author of the indictment, who was bound by instructions, and convicted by the court under the influence of the Office for the Protection of the Constitution and the services (BKA, LKA) with a show trial or that a professor of law named as a witness, who represents "all possible Corona critics", should be questioned as to why he did not offer his help to the accused and whether this happened because "one of the services" approached him. On 07.11.2024, an expert opinion was also requested from the witnesses Dr. H

and V [REDACTED] F [REDACTED] was requested. With regard to the latter, one of the reasons given was that it was obvious that her "overall highly irrational, even delusional behavior was triggered by Mind Control and that she was deliberately used by the Office for the Protection of the Constitution to set the criminal 'construct' in motion. Its most important executive organ is now the chairman of the chamber, from whom either corruption or [REDACTED] blackmail (one hardly dares to imagine what (one hardly dares to imagine what might be behind this), the most blatant violation of the law is demanded of him in order to "put the defendant, who is quite obviously innocent in every respect, in prison at any price". In addition, there are several similar motions which, despite the early presentation of evidence based essentially on statements made by the defendant and documents whose authenticity is not questioned, are directed at a conspiracy against the defendant controlled by "the services".

Most of the other requests for the taking of evidence filed from the end of July 2024 onwards also concerned the clarification of allegations in respect of which previous decisions had indicated that they were irrelevant for the assessment of evidence.

This approach was of no benefit either to the proceedings at first instance or to any subsequent appeal proceedings, because even if the Chamber had changed its legal opinion, it would have had to revise its negative decisions and/or take evidence. Furthermore, a revisable error of law would have already existed with the first legally erroneous treatment of a fact as meaningless.

The particularly extensive statement of motion in tabular form according to Annex 2 to the main hearing minutes of 14.08.2024 with a total of 47 points was clearly a draft intended for internal coordination by the defense, as evidenced by the form chosen and its content, in which the defendant was referred to several times as

"R■■■■ was referred to several times. It contains comments such as "Questionable whether it makes sense, does it actually concern the other charge or not?", "Is it permissible to question participants in a mediation (e.g.■■■■ B■■■■ about the content there? Is the mediator certainly sworn to secrecy?" and "General question: Why no statements under oath?". The petition also contains many duplications (in paragraphs 8 and 29, 12 and 26, 13 and 28, 11 and 31, 22 and 35 as well as 30 and 42). In some cases, offers of evidence are announced in the "Motion" column (e.g. paragraph 43

"To prove that the entire Chamber is biased due to the substantial violation of the defendant's right to be heard and the massive restriction with regard to the ability to defend due to the self-reading procedure" or paragraph 44

"To prove that the chamber itself is involved in the delay of the trial, since Fridays are repeatedly scheduled as trial dates and the possibility of an extension of the trial day is waived at the request of the chamber") without, however, naming any evidence. In addition to the examples already mentioned, other curious procedural motions were submitted, such as that evidence should be taken from the minutes of the main hearing and from trial observers that there was no urgent suspicion of a crime because the presiding judge had stated in the main hearing that there was only sufficient suspicion of a crime (paragraph 30).

The application also submitted in tabular form in accordance with Annex 1 to the HVP of 20.08.2025 with 15 further points was apparently only a draft, because here too the defendant was referred to as "R■■■■ and, contrary to the wording "As evidence ..." chosen in the "Application" column, there are many times neither in the "Witness" column nor in any other column.

"Witness" column or otherwise in the respective line of evidence. This table also contains curious motions, such as the naming of the witnesses A■■■■ F■■■■ Dr. H■■■■ and

V■■■■ F■■■■ "To prove that this is an abusive application of Section 266 of the German Criminal Code

§ Section 266 of the German Criminal Code (StGB) by settling purely corporate law disputes through criminal proceedings and that the criminal proceedings should therefore be discontinued immediately due to the lack of jurisdiction of the court for intentional immoral damage on the part of the complainants".

d) Refusal of the pleadings

On 01.11.2024, the defense lawyer [REDACTED] was due to make his plea. After several requests for an interruption were rejected for various reasons, he suddenly declared after it was announced that the trial would continue that he had been so shaken by the conduct of the trial by the presiding judge that he was now ill and left the courtroom.

After a request for evidence was rejected as not pertaining to the case, the defense attorneys Dr. [REDACTED] and [REDACTED] refused to make their plea on 18.03.2025 after they were given the floor to do so. This was initially justified by the fact that they had only recently heard about the files that had accumulated since their last inspection of the files, although they had had the opportunity to request additional access to the files at any time and relevant documents had also been forwarded to them. Finally, the defense lawyer also claimed that he had been granted incomplete access to the files by the court. [REDACTED] granted [REDACTED] been granted [REDACTED] (without [REDACTED] special volumes). He [REDACTED] had [REDACTED] received two requests for access to the files, he had only once received a CD with volumes I - III and once with volumes IV - XII. In fact, however, he had only requested access to the files once, expressly limited to the volumes "from volume 4" onwards, thus expressing that he did not wish to receive the other [REDACTED] (previously accumulated) files. including the special issues) are already available.

Lawyer [REDACTED] refused to continue her plea on March 21, 2025 after her request to exclude two spectators from the hearing was unsuccessful and she was told that her safety in court was guaranteed by the constable service in connection with the presiding judge's security order and that she would have to contact the police responsible for this because of threats she assumed, which she had already been told on previous main hearing days in which she also stated that she felt threatened. This was based on the fact that there are various social media formats on the internet (both supporters and opponents of the defendant) and that, in the opinion of the defense lawyer, there had been defamatory and insulting statements about her in the so-called "F [REDACTED] facts chat". Among other things, she had been threatened with criminal charges (a "tsunami of charges"). She felt that her defense was impaired by this. The two viewers were her

According to her knowledge, she was a contributor to this social media channel. She had also learned from her colleague that it had been written in this channel that there would be something "on the nut" if the chat continued to be discussed. Against this background, the defense lawyer - which she must have been aware of - was not allowed to refuse to continue the plea with reference to the alleged threat, which, with the exception of the ambiguous alleged statement that there would be something "on the nut" if she continued to discuss chat protocols of a channel critical of the defendant, consisted of the threat of criminal charges or injunctions. It is not credible that a lawyer does not dare to continue her plea because of the threat of criminal charges or injunctions or an ambiguous statement in an Internet chat, especially since she argued with regard to a witness who was to testify to the Internet chats that the witness was (only) at risk as long as she could not testify. However, if the chamber heard the witness, the reason for endangerment would no longer apply. Finally, she continued her plea on another day of the trial. While the chamber waited on 21.03.2025 for the defense lawyer [REDACTED] to continue her plea after she had been given the floor, after a few minutes the defense lawyers [REDACTED] Dr. [REDACTED] and [REDACTED], who were present alone that day, packed their things and were about to leave the courtroom, which is why the presiding judge had to interrupt the hearing.

e) Submission of matters not falling within the competence of the chamber

The defense attorneys and the defendant repeatedly raised concerns during the main hearing that did not fall within the chamber's remit. For example, the chamber was to issue instructions to the public prosecutor's office with regard to investigations against other persons (such as the lawyer T [REDACTED] or - also outside the court - to ensure the safety of the defense lawyers due to the statements made in the internet chat group "F [REDACTED] Fakten Chat" and to instruct the public prosecutor's office to open investigations into this. In addition, prison matters that fell within the jurisdiction of the prison were addressed several times outside of applications under Section 119a of the Code of Criminal Procedure. Despite repeated references to the lack of

the Chamber's lack of competence and authority for such circumstances.

f) Extending statements through extensive irrelevant submissions

The defense attorneys [REDACTED] and [REDACTED] read out various extensive documents verbatim - after they were given the floor for their closing submissions - without putting them into context to present their own assessment of the factual and legal situation or to influence the verdict in the interests of the pleading parties. On 07.11.2024, the defense lawyer read the four motions for evidence introduced that day in the self-reading procedure motions for evidence and the decision of the Braunschweig Higher Regional Court in parallel proceedings 5 KLs 3/24. The defense lawyer read on 14.11.2024 motions and statements in pre-trial detention matters concerning the accused and a decision by the chamber to continue detention. On 27.11.2024, she continued with the reading out of the further meanwhile received documents and the Chamber's decision to refuse the interim injunction issued in the meantime. injunction in the proceedings concerning the restriction of the defendant's communal accommodation during leisure time. Furthermore she read out the 30-page criminal complaint of the complainants together with the annexes.

The presiding judge pointed out several times, including on 14.11.2024 and 27.11.2024, that the purpose of pleadings is to present the court with one's own factual and legal assessment of the subject matter of the proceedings and to influence the court's judgment in line with one's own ideas and that it was not apparent that the hours of reading out pleadings and other documents could contribute anything to this.

At the continuation hearing on February 4, 2025 (after a longer interruption due to the incapacity of a member of the chamber), the defense attorney [REDACTED] continued her closing statements by presenting numerous pleadings, including criminal charges against attorney T [REDACTED] e-mail correspondence, Haftprüfungsanträge and a Haftbeschwerdeschriftsatz with

redundant and often irrelevant to the subject matter of the judgment and only sporadically added to them orally.

On February 17, 18, 21 and 26, 2025, the defendant was finally granted the floor at his request for closing statements before the continuation of the defense pleadings, whereby he made extensive statements on irrelevant topics and repeated himself several times in the course of his presentation.

Despite repeated admonitions, he addressed various irrelevant topics, for example:

- The use of homeopathy and naturopathy to remove the "poison of vaccination" from the body
- Japanese and French banks
- Deutsche Bank, cartels and child organ trafficking
- The subprime crisis
- Punitive damages in the USA and hot coffee at McDonalds
- That the Osnabrück Administrative Court has ruled that the vaccination is fatal
- Criminal proceedings consumed by civil proceedings
- Ritual child abuse
- The failure of the investigating authorities in the NSU investigations
- Göttingen as the heart of darkness for freedom of opinion
- Propaganda techniques and Hermann Göring
- Climate change panic
- Satanic rituals and the Olympics
- Sigmar Gabriel's view on Germany's independence
- The Gaza conflict

On 18.03.2025, defense lawyer ██████████ read out a letter from a witness summoned in the self-defense proceedings, whose questioning the court had rejected due to a lack of connection to the verdict, as part of her plea.

As part of the last word given to him from 15.04.2025, the defendant continued to make statements on irrelevant topics, for example, despite repeated admonitions from the chairman:

- Corona "pandemic"
- "False alarm paper" of the BMI
- New York Times article according to which the Göttingen judiciary is the "heart of the darkness of democracy"
- statements about this, that the PCR test not suitable suitable, detect infections
- The career and suitability of Prof. Dr. Christian Drosten
- an interview with public prosecutors from the Göttingen public prosecutor's office from the department for combating hate crime on the Internet in the program "60 Minutes" on the American channel CBS
- on the trial against Michael Ballweg
- Statements made by the former President of the Federal Constitutional Court Papier in an interview
- The "RKI protocols"
- The ruling of the Osnabrück Administrative Court on the question of political influence on the Robert Koch Institute
- His speech at a demonstration in Kassel in March 2021
- The differentiation between people who died "from" and "with" corona
- Klaus S██████████ and "The great Reset"
- Narcolepsy in thousands of children vaccinated against swine flu in Scandinavia
- The occupancy of a hospital ship in New York

Furthermore, on April 17, 2025, the defendant extensively repeated statements that he had already made on April 15, 2025.

As a result, the presiding judge felt compelled to order a speaking time limit for the defense counsel ██████████ with regard to her plea and for the defendant with regard to his last word as a measure of last resort in order to avoid abusive conduct, despite the generally unlimited freedom of speech and freedom of defense in terms of content.

3. Pursuit of non-litigation objectives

a) Knowledge of the lack of benefit for the defense

The Chamber is convinced that neither the defense lawyers nor the accused as a former lawyer believed that they could exert a favorable influence on the assessment of the evidence, the legal assessment or the assessment of the legal consequences in this way. On the contrary, the presiding judge had already informed the defense in a procedural order dated 15.05.2024 that the conduct of the defense was an abuse of law. Nevertheless, it was continued.

At the end of the hearing on 27.11.2024, the defendant told the audience that "the real pleas will come", admitting that he was aware that reading out the documents was purely a delaying tactic.

When defense lawyer ██████████ continued her plea on 10.03.2025, she explained that she had not yet made an actual plea, but had only read out documents. Finally, on March 18, 2025, in response to an admonition from the presiding judge regarding lengthy statements on the content of chats on the Internet, she stated that she had "also said something" about the question of guilt and punishment today.

Finally, the defendant and the aforementioned defense lawyers, although they had repeatedly criticized that in the legal notices of 03.05.2024 that the defendant's criminal liability had been "constructed" and that this and the maintenance of pre-trial detention in the numerous detention decisions issued in response to applications for a review of detention were arbitrary and the application of the law owed to the influence of secret services, they have not since taken the obvious opportunity to lodge detention appeals, which suggests that they were in fact not concerned with exercising procedural rights, but with objectives unrelated to the trial.

Apart from delaying the proceedings, no objective inherent to the proceedings can be identified for this behavior. The successive repeated filing of manifestly inadmissible motions over a period of months, the multiple filing of motions, some of which were almost identical in content, as well as extensive statements on non-procedural

The Chamber concludes that this was only intended to maliciously delay the proceedings. This is also supported by the fact that new motions were repeatedly filed in respect of allegations for which it was clear from previous decisions that they were irrelevant to the Chamber's assessment and on the grounds of which the Chamber should not have contradicted itself without amending the judgment. The same applies to the submission of extensive documents as motions, which clearly only served the internal coordination of the defense and lacked any examination of their procedural meaningfulness.

b) Purpose of addressing messages, defaming opponents and emotionalization

The defendant has a certain degree of notoriety as a result of his involvement in criticism of the coronavirus measures. The proceedings therefore met with great interest within certain alternative social media formats at home and abroad. Accordingly, the sessions were well attended by these viewers and viewers who were predominantly sympathetic to the defendant (who, for example, signaled their support for the defendant by means of messages on their clothing or, despite repeated admonitions, by expressing applause or displeasure at statements by other participants in the proceedings that were not favorable to the defendant).

The defendant also regularly sent audio messages to his supporters from prison via his defense lawyer (until she was fined by the public prosecutor's office).

The Chamber is convinced that the defendant's defense conduct as described was not aimed at influencing the verdict in his favour, but instead at the effects on his followers and the corresponding social media, such as that of his friend ██████ B█████, which operates the channel "B█████ TV".

During his witness interviews, the defendant, who had already given detailed statements on the matter on 31.01.2024 and 07.02.2024, already used his

right to ask questions to repeatedly express his view of the case, which he had already presented to the court, by means of lengthy statements, in particular by reading out documents he had written, which did not show why they would have been necessary for the subsequent question, and by making judgmental comments on the witnesses' answers. This, as well as the repetition of repeatedly presented circumstances not related to the previous taking of evidence in the context of statements pursuant to Section 257 (1) of the Code of Criminal Procedure, was clearly not aimed at the chamber, but at the public present in the courtroom on the respective days of the hearing.

Furthermore, the extensive reading of motions that had already been introduced in accordance with the order under section 257a of the Code of Criminal Procedure in self-reading proceedings, as well as the pleadings, decisions and other documents that were not made the subject of the main hearing and were often not related to the subject matter of the verdict in the closing statements, was expressly for the information of the public.

In particular, the defendant often used such opportunities to spread the narrative that he was - according to a dossier allegedly leaked to the defense lawyer Dr. because [REDACTED] political commitment against corona measures and intended international lawsuits by the Office for the Protection of the Constitution or by "the services" in general, who would have decided, because of the "dangerousness" of the accused, to bring a criminal charge against this "to construct". After the for the proceedings (file no. of the Göttingen public prosecutor's office: 400 Js 15414/22), the senior public prosecutor responsible for the money laundering proceedings "in full knowledge of all the circumstances" (in fact, there were no indications at the time of the events described under B. II. 2. - 4. described above were present) examined, then however discontinued have, had the Office for the Protection of the Constitution made a new attempt. To this end, the complainants were induced to file the criminal complaint and the transfer of the prosecutor, who was also acting on the instructions of the Office for the Protection of the Constitution, from his former place of work [REDACTED] to [REDACTED] was effected so that he could first obtain an unjustified arrest warrant and then file an unjustified indictment. The "clean senior public prosecutor" had been "taken out of circulation". The services, in cooperation with the public prosecutor's office, had arranged for the defendant to be "kidnapped" from Mexico. The public prosecutor's office had also given the file a

The public prosecutor's office had also given the file a different file number so that the chamber with jurisdiction would be responsible (in fact, the allocation of cases at Göttingen Regional Court is not based on the public prosecutor's file number). The defense knew from a reliable source that "the services" had blackmailed or bribed the presiding judge in order to sentence the defendant to a suspended prison sentence in any case.

The presiding judge had constructed a new accusation with the legal information of 03.05.2024 in order to prevent the defendant from being acquitted and released from prison (in fact, the information of 03.05.2024 merely served to clarify which of two alternative facts that were considered from the outset and also repeatedly stated in writing by the chamber the court considered to be given according to the result of the evidence taken so far. For example, the chamber had already stated at the detention hearing on 19.12.2023 that the defendant was strongly suspected of having breached the duty of asset management incumbent on him vis-à-vis the pre-company by "either collusively cooperating with the managing director of the pre-UG "Stiftung Corona-Ausschuss Vorschalt gUG" Ms V [REDACTED] F [REDACTED] with sole power of representation to conclude interest-free and unsecured loan agreements for € 200.000.00 on 06.11.2020 and € 500,000.00 on or before 27.05.2021 and had them paid out or paid them out, whereby he in turn granted Ms V [REDACTED] F [REDACTED] an interest-free and unsecured loan on 07.01.2021 in the name of the Vor-UG or used the funds accepted for fiduciary custody in accordance with the agreement with the sole authorized representative V [REDACTED] F [REDACTED] for his own purposes [...]." This decision was also inserted again verbatim in the non-relief decision of 09.01.2024 on the detention complaint of 03.01.2024. It also states under

3. "If, on the other hand, one were to assume not collusion, but a fiduciary relationship actually agreed between the defendant and the witness V [REDACTED] F [REDACTED] fiduciary [REDACTED] safekeeping of the funds would would the loan agreement would also be void as a sham transaction pursuant to Section 118 BGB [correctly: Section 117 BGB, in this respect a clerical error, note by the Chamber] and instead the use of the amounts for private purposes would constitute a breach of trust." The presentation of the evidence collected by 7 February 2024 by the Chamber at the request of the Braunschweig Higher Regional Court also pointed to these two variants.

these two variants. All this has been clarified once again by the decision rejecting a suspension in accordance with Annex 1 of the HVP of 07.05.2024.

Furthermore, the defendant repeatedly stated that "white torture" was being carried out on him in the prison on the instructions of the chairman. He was in solitary confinement (in fact, the communal stay outside the rest period was restricted due to an order by the prison) and he was denied medication (in fact, the defendant - which he later admitted himself - had refused to take his tablet for high blood pressure under supervision).

The presiding judge of the second large criminal division of the Göttingen Regional Court had instructed the prison ██████████ to separate him (the defendant) from another prisoner (who was in pre-trial detention due to a criminal case pending in the second large criminal division) so that the defendant could not advise him, which is why the defendant had been held in "solitary confinement".

He also assumed that the lay assessors had not been given the motions introduced in the self-reading proceedings to read.

The content of these messages alone makes it clear that they were not intended to influence the chamber's verdict in the defendant's favor, but were addressed to parts of the public; these messages were primarily sent when representatives of social media channels, such as the defendant's friend ██████████ B██████, were present and were clearly aimed at the defendant's desired dissemination on these channels. In this respect, the defendant and his defense lawyers repeatedly referred to the "international public" observing the trial.

Furthermore, the fact that the defendant specifically uttered the insults and defamations mentioned above under E. I. against persons he had identified as opponents also suggests that he was not interested in influencing the Chamber's verdict, but rather in emotionalizing his supporters and exposing and defaming opponents. This also applies to statements made by the defense attorneys, such as the statements made by defense attorney S████████ on 19.03.2025, according to which "Corona" represents the worst crime of mankind, and by defense attorney ██████████ on 21.03.2025,

that her client, just like the Scholl siblings, would not have been able to defend himself against any unlawful measures taken by the state (in this case, the feared seizure of the Corona Committee's account). The defence lawyer [REDACTED] also used his summation to read out motions submitted by the defence lawyer [REDACTED] (but formulated by the defendant) in which the witness Dr. H [REDACTED] is described as a "mentally disturbed lawyer" and the examination of the witness V F [REDACTED] is requested because there are indications that she was influenced by "mind control techniques". [REDACTED]

In addition, there were other statements made for effect, but certainly not aimed at influencing the verdict. For example, the defense attorney Dr. [REDACTED] explained to the presiding judge [REDACTED] in a statement that he had informed a federal prosecutor at the BGH about the "unlawful conduct of proceedings" by the presiding judge and that the Federal Public Prosecutor's Office would intervene if the presiding judge did not change this. He also stated that if the presiding judge did not reconsider his conduct of the proceedings, he would file a criminal complaint, not with the normal public prosecutor's office, but with the Federal Public Prosecutor's Office. On another occasion, he left the courtroom and declared that he would no longer be available, as he no longer wished to participate in a trial in which the public was improperly excluded, and then sat down temporarily in the spectator area before later taking his seat next to the other defense attorneys again. This referred to the prior order to submit a written application.

Overall, on the basis of an overall consideration of the aforementioned circumstances, the Chamber has come to the conclusion that the proceedings were maliciously delayed in order to be able to use the trial as long as possible as a stage for corresponding messages and scandalization in order to generate as much social media attention as possible for the defendant.

4. Attribution of defense counsel's conduct

The Chamber has no doubt that the actions not directly by the accused, but by the defense attorneys Dr. [REDACTED], which are relevant for the partial non-crediting [REDACTED] of the pre-trial detention, were also carried out with the consent and on the initiative of [REDACTED] the accused.

were carried out with the consent and on the initiative of the accused.

The defendant visibly dominated the actions of the aforementioned defense attorneys. He himself set the course of the defense in his initial statement, mainly took over the questioning of the witnesses, made numerous motions himself, made extensive statements and consistently pursued the strategy described above. The actions of the above-mentioned defense attorneys were in line with this line set by the defendant. The motions made by the aforementioned defense attorneys were generally coordinated with the defendant, for which interruptions were repeatedly requested. The defendant also gave instructions to the defense lawyer [REDACTED] during the sessions as to what she should present or submit and explained to her what to do in the event of brief uncertainties. Even when differences of opinion arose, he always asserted himself. Overall, the defendant left no doubt that he alone determined the conduct of the defense and that the defense attorneys acted in accordance with his instructions.

In the opinion of the Chamber, it also follows from his statement on the closing remarks of [REDACTED] the defense attorney that the "correct pleadings" were still to come that this was
was
that this was a case of delaying behavior coordinated with the defendant.

5. Summary and Legal consequences

The accused and, at his instigation, the defense attorneys abused the right to make motions and statements, which is in principle unrestricted in terms of an effective defense, in order to considerably delay the proceedings in pursuit of goals unrelated to the trial, despite the measures used exhaustively by the Chamber to expedite the proceedings.

Against this background, it would not be justified to fully offset the pre-trial detention extended by the defendant's abusive conduct against the total custodial sentence, so that the application of

§ 51 para. 1 sentence 2 StGB was necessary according to the Chamber's assessment.

Taking into account all the circumstances, in particular the fact that the deadline for motions for evidence had already expired on 10 June 2024 and that there could be no doubt about the inadmissibility and insignificance of the further taking of evidence and the possible necessity of summoning present witnesses oneself at the latest with the decision on numerous motions for evidence announced on 19 July 2024, it seems appropriate to the Chamber - also in view of the two-month incapacity of a member of the Chamber, which is not attributable to the accused - not to take into account a period of 5 months of pre-trial detention.

II. Costs

The decision on costs is based on Section 465 (1) of the Code of Criminal Procedure.

██████████
Presiding Judge at the Regional Court

██████████
Judge at the Regional Court

██████████
Judge at the Regional Court