

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF FLORIDA  
4 PALM BEACH DIVISION

5 -----  
6 NORMAN HIRSCH, MATTHEW DWYER,  
7 and RALPH WILLARD, Individually  
8 and on behalf of all others  
9 similarly situated,

10 Plaintiffs,

Civil Action  
No.

-against-

11 JUPITER GOLF CLUB LLC, a Delaware  
12 LLC d/b/a TRUMP NATIONAL GOLF  
13 CLUB JUPITER and RBF, LLC d/b/a  
14 THE RITZ -CARLTON GOLF CLUB &  
15 SPA JUPITER,

16 Defendants.

17 -----  
18 VIDEOTAPED DEPOSITION OF JUPITER  
19 GOLF CLUB LLC by ERIC F. TRUMP, a Witness  
20 herein, taken by Plaintiffs, pursuant to  
21 Notice, at the offices of Trump Organization,  
22 725 Fifth Avenue, New York, New York, on  
23 April 15, 2015, at 9:06 a.m., before DEBRA  
24 STEVENS, a Certified Realtime and Registered  
25 Professional Reporter and Notary Public,  
within and for the State of New York.

A P P E A R A N C E S :

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BY: HERMAN J. RUSSOMANNO III

ALSO PRESENT: Douglas A. Kelly, Sr. Counsel,  
Marriott Vacations Worldwide  
Gregory Holderman, Videographer

\* \* \*

E X A M I N A T I O N S

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33	Non-binding Letter of Intent, Amendment to Non-Binding Letter of Intent and Escrow Agreement, Second Amendment to Non-Binding Letter of Intent and Escrow Agreement	41
34	Purchase and Sale Agreement dated November 14, 2012	60
35	September 23, 2012 emails, R 5771, R 5772	79
36	Affidavit of Kimberly Frates-Mazzilli	85

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IT IS HEREBY STIPULATED AND  
AGREED that all objections, except as to the  
form of the questions, shall be reserved to  
the time of the trial;

IT IS FURTHER STIPULATED AND  
AGREED that the within examination may be  
subscribed and sworn to before any notary  
public with the same force and effect as  
though subscribed and sworn to before this  
court.

1  
2 THE VIDEOGRAPHER: Here begins  
3 videotape number 1 in the deposition of Eric  
4 Trump in the matter of Hirsch, Norman v.  
5 Jupiter Golf Club LLC, et al.

6 Today's date is April 15, 2015.  
7 The time on the video monitor is 9:07 a.m.  
8 This deposition is being taken at the offices  
9 of Trump organization, 725 Fifth Avenue, and  
10 was made at the request of Mr. Seth M.  
11 Lehrman.

12 I am Gregory Holderman, the  
13 videographer, and our court reporter is Debra  
14 Stevens from Esquire Deposition Solutions,  
15 New York, New York.

16 Counsel, please identify yourselves  
17 and state whom you represent for the record,  
18 and please do speak clearly for our reporter.

19 MR. LEHRMAN: Seth Lehrman,  
20 appearing for Plaintiffs Norman Hirsch,  
21 Matthew Dwyer and Ralph Willard.

22 MR. RUSSOMANNO: Herman Russomanno,  
23 counsel for Jupiter Golf Club, LLC.

24 MR. LINSOTT: Jerry Linscott,  
25 Baker Hostetler, on behalf of Defendant RBF,



1 E. Trump

2 LLC.

3 MR. KELLY: Douglas Kelly, in-house  
4 counsel with Marriott Vacations Worldwide  
5 Corporation, parent of RBF, LLC.

6 MR. EDWARDS: And Brad Edwards,  
7 here on behalf of Plaintiffs.

8 Whereupon,

9 E R I C F. T R U M P,  
10 having been first duly sworn/affirmed, was  
11 examined and testified as follows:

12 EXAMINATION BY

13 MR. LEHRMAN:

14 Q. Morning, sir. Tell us your name,  
15 please?

16 A. Eric Trump.

17 Q. Is there a middle initial?

18 A. "F."

19 Q. Mr. Trump, we just met before the  
20 deposition started. My name is Seth Lehrman.  
21 I am an attorney. Along with my partner Brad  
22 Edwards, we are here representing the  
23 plaintiffs in the lawsuit. The plaintiffs  
24 are Norman Hirsch, Matthew Dwyer, and Ralph  
25 Willard. They are people who purchased

1 E. Trump

2 memberships to the Ritz-Carlton Golf Club and  
3 Spa Jupiter and brought a lawsuit on behalf  
4 of themselves and on behalf of other club  
5 members seeking refunds of their deposits.

6 We have noticed a deposition of  
7 Jupiter Golf Club LLC's corporate designee,  
8 and I understand you have been designated.

9 A. That would be me. Correct.

10 Q. Thank you.

11 I am going to hand first to your  
12 counsel and then to you what has been marked  
13 Exhibit 32.

14 (So marked for identification as  
15 Exhibit 32.)

16 Q. This is a Second Renotice of Rule  
17 30-BC Deposition of Defendant Jupiter Golf  
18 Club LLC.

19 You can take a moment to flip  
20 through this document. Is this a document  
21 you have seen before?

22 A. I have seen this, yes.

23 Q. And on the third page of the  
24 document, starting the bottom of the third  
25 page, there are deposition topics that are

1 E. Trump  
2 listed 1 through 7, 6 and 7 being topics  
3 listed on the fourth page.

4 Do you see those topics?

5 A. I do.

6 Q. Have you been designated by Jupiter  
7 Golf Club LLC on those matters that are  
8 listed 1 through 7, pages had 3 and 4?

9 A. I have been, yes.

10 Q. You are prepared to testify on  
11 behalf of Jupiter Golf Club LLC as to those  
12 topics. Is that right?

13 A. Yes.

14 Q. Great.

15 So, are you familiar with this  
16 lawsuit?

17 A. I am.

18 Q. So, after -- at some point Jupiter  
19 Golf Club LLC purchased the golf club  
20 facilities from RBF, LLC. Correct?

21 A. They did.

22 Q. When I refer to the club facilities  
23 I am referring to the club facilities that  
24 were previously owned by RBF, LLC and  
25 operated as the Ritz-Carlton Golf Club and



1 E. Trump

2 Spa Jupiter. Is that clear?

3 A. That is very clear, yes.

4 Q. If I say "club facilities" at any  
5 time during the deposition that is what I am  
6 referring to.

7 A. Absolutely.

8 Q. Great. At some point Jupiter Golf  
9 Club LLC purchased these club facilities.  
10 Correct?

11 A. Yes.

12 Q. And after Jupiter Golf Club  
13 purchased the club facilities, Jupiter Golf  
14 Club then implemented its own membership  
15 plan. Is that right?

16 A. Incorrect.

17 Q. That is not correct?

18 A. No, it is not correct.

19 Q. Why is that not correct?

20 A. Because we continued to run the  
21 Ritz-Carlton membership plan.

22 Q. At some point did Jupiter Golf Club  
23 LLC implement a legacy addendum to the  
24 membership plan?

25 A. It did.

1 E. Trump

2 Q. And on December 17, 2012, Donald  
3 Trump, on behalf of Jupiter Golf Club LLC,  
4 had sent a letter to existing members of the  
5 club. Is that right?

6 A. Yeah, that's correct.

7 Q. In fact, that letter was attached  
8 to this deposition notice as an exhibit, and  
9 you can reference that if you like. Will you  
10 confirm to me that --

11 A. I know the letter very well.

12 Q. The letter attached as Exhibit A to  
13 Exhibit 32, that is a true and correct copy  
14 of the letter sent by Donald Trump to  
15 existing club members. Correct?

16 A. Yes.

17 Q. When Donald Trump sent that letter  
18 it was sent on behalf of Jupiter Golf Club  
19 LLC. Is that right?

20 A. It was sent on behalf of the club.  
21 Yes.

22 Q. And in that letter he presented --  
23 Mr. Trump or Jupiter Golf Club LLC presented  
24 opt in and opt out options for existing  
25 members of the club. Is that right?

1 E. Trump

2 A. Yes, that's right.

3 Q. According to the terms of that  
4 letter, going forward, were existing members  
5 who remained on the resignation list going to  
6 be permitted to use the club facilities?

7 A. I think what was said in the letter  
8 and what we ended up doing were probably two  
9 different things. We wrote this letter at  
10 the very beginning of our involvement with  
11 the club. We had a very, very successful  
12 meeting with the members.

13 And maybe to give a little context,  
14 when we came into this club, you know, it was  
15 a bit of a sick puppy. I think one of the  
16 reasons that Ritz sold this -- I think Ritz  
17 can either attest to this or not -- was we  
18 really specialized in this type of asset and  
19 I think we did a great job turning it around.

20 The place was losing money, losing  
21 members. There was very little spirit at the  
22 club. Quite frankly, I think when we came in  
23 we rejuvenated a lot of that, we put a lot of  
24 capital investment in it. We told the  
25 members of the plan.

1 E. Trump

2 We had a meeting which was  
3 immensely successful, and this letter was  
4 really the outcome of that meeting where,  
5 quite frankly, I think a lot of the members  
6 felt it was a little bit crazy that certain  
7 members could become members one day and then  
8 resign that same afternoon from the club and  
9 continue to use the facilities. Right?

10 That is not really in keeping with  
11 the morale you would want to maintain at a  
12 club.

13 You know, as it pertains to this  
14 letter, I think it was said. But actually in  
15 retrospect when we looked at it we actually  
16 very much maintained the status quo of what  
17 exactly had been done before we entered the  
18 club.

19 Q. I appreciate you providing this  
20 context.

21 A. Sure.

22 Q. And referencing the meeting that  
23 was held.

24 A. Sure.

25 Q. I am likely to go back and ask some

1 E. Trump

2 additional questions --

3 A. Please do.

4 Q. -- about the context and the  
5 meeting. Right now I am focused on the  
6 letter.

7 A. Sure.

8 Q. Jupiter Golf Club LLC would agree  
9 that the letter itself indicates that  
10 existing club members who remained on the  
11 resignation list would not be permitted to  
12 use the club facilities going forward.  
13 Correct?

14 A. Correct. But it wasn't what was  
15 done in practice. In fact, the status quo  
16 was maintained, exactly what Ritz had done  
17 before. I think it is part of a learning  
18 experience as you first enter a club.

19 Q. And given that the letter was sent  
20 by Donald Trump on behalf of the club, the  
21 members who received the letter had a right  
22 to rely on the letter as written. Wouldn't  
23 you agree?

24 A. I disagree. First of all, in the  
25 membership agreements we have the right to

1 E. Trump

2 change, amend, modify, you know, certain  
3 rules, obligations, et cetera, et cetera, et  
4 cetera. We absolutely have that in our power.

5 We actually chose not to do it. We  
6 chose to, again, maintain exactly what  
7 Ritz-Carlton had done prior to our  
8 involvement, unchanged, which was an absolute  
9 right that we had.

10 We would have had the ability to  
11 change it had we wanted. We decided, in just  
12 the course of making decisions, not to in  
13 fact go forward with that.

14 Q. I just want to make sure I  
15 understand Jupiter Golf Club's LLC's position  
16 correctly. Jupiter Golf Club LLC's position  
17 is that the club members who received the  
18 December 17, 2012, letter should not have  
19 relied on what the letter said?

20 A. Well, I will be very clear. There  
21 was nothing to rely on because we didn't  
22 ultimately implement that decision.

23 Q. Well, you have already indicated  
24 the letter stated that club members who  
25 remained on the resignation list would be

1 E. Trump  
2 denied access to club facilities but  
3 indicated that is not what was done in  
4 practice. Correct?

5 A. Correct.

6 Q. And that is what I want to get to  
7 next.

8 Following -- on or after  
9 December 17, 2012, did Jupiter Golf Club LLC  
10 deny access to club facilities to club  
11 members who were on the resignation list and  
12 remained on the resignation list?

13 A. Not to my knowledge. The only  
14 person we denied access to would be, quite  
15 frankly, plaintiffs like yours who owed us a  
16 tremendous amount of money. Some of the  
17 plaintiffs in this case owed us \$81,000,  
18 \$30,000, \$30,000.

19 Clearly, if somebody owes  
20 substantial sums, you don't allow access. If  
21 somebody is current on their dues, of course  
22 you allow access.

23 Q. And when -- so, Jupiter Golf Club  
24 denied access to club facilities to the  
25 plaintiffs in this lawsuit --

1 E. Trump

2 A. I'm not saying that. I am saying  
3 the people who aren't current in dues just  
4 fundamentally, from a macro level, aren't  
5 allowed access to a club. If you are current  
6 on dues, you are allowed access to a club.

7 So, we wouldn't disallow access to  
8 anybody short of you not being current on  
9 dues.

10 Q. Did Jupiter Golf Club LLC  
11 deactivate or turn off the transponders of  
12 club members who remained on the resignation  
13 list after December 17, 2012, only for --

14 A. To my knowledge we don't have  
15 transponders. By the way, you could confirm  
16 with the operational people, but I think the  
17 transponders are for the homeowners  
18 association and other people that are not  
19 part of our club. But I could be wrong.

20 Q. Were club members who remained on  
21 the resignation list after December 17, 2012,  
22 permitted to play golf at the club?

23 A. Yes, I believe they were.

24 Q. What is the basis for Jupiter Golf  
25 Club's testimony that club members were given



1 E. Trump  
2 access to the club facilities after  
3 December 17, 20 --

4 A. Were, or weren't?

5 Q. Were.

6 A. I believe members, all members were  
7 given full access to the club assuming that  
8 they were current on dues. If you are  
9 current on dues, you wouldn't otherwise  
10 prevent access to a club. What would be the  
11 business sense in doing that?

12 Q. So in preparing for this  
13 deposition, did you review any records or  
14 have any conversations with people to  
15 determine what club members, if any, who had  
16 remained on the resignation list were denied  
17 access to the club facilities?

18 MR. RUSSOMANNO: Just remember, any  
19 communications between you and I, he is not  
20 asking you for that. He --

21 A. I did not. I mean the answer is I  
22 did not.

23 Q. Did you review any reports or  
24 claims by club members who had remained on  
25 the resignation list after December 17, 2012,

1 E. Trump

2 that they had been denied access to club  
3 facilities after that date?

4 A. I did not. But I run a lot of  
5 clubs and I can tell you, if somebody is  
6 current on their dues, you do not deny them  
7 access. It is just a fundamental principle  
8 of life.

9 Q. Now, before Jupiter Golf Club LLC  
10 acquired the club facilities, when the club  
11 was run by RBF, LLC, club members who were on  
12 the resignation list had access to the club  
13 facilities. Correct?

14 A. I believe that to be the case but  
15 you can ask them. Yes, I believe that to be  
16 the case.

17 Q. Is Jupiter Golf Club aware of what  
18 the resignation process was for club members  
19 during the time that RBF, LLC operated the  
20 club?

21 A. Well, we inherited the resignation  
22 policy and it's worked very, very well, and  
23 the refund lists have worked. We had the  
24 vast majority of people opt in because they  
25 were obviously excited by our vision. Those

1 E. Trump

2 that didn't, the refund list has worked  
3 impeccably well.

4 In fact, I'd go so far as to say --  
5 this isn't any kind of disrespect. Again, I  
6 think Ritz is just an incredible company,  
7 amazing at what they do and an industry  
8 leader. But I think we were brought in  
9 because we could bring a club like this,  
10 because it is our business, to, quite  
11 frankly, the next level.

12 And if anybody was, you know,  
13 capable of being able to prop up a club like  
14 this and ensure its lasting success, quite  
15 frankly it was a company like ours.

16 I think in retrospect, I think they  
17 were very much proven right in that, again,  
18 those refund lists are perfect. Many people  
19 have been paid out. Many people have been  
20 refunded successfully. The system, in short,  
21 is working.

22 Q. Now, I wasn't asking about Jupiter  
23 Golf Club's administration of the resignation  
24 process now. My question was, is Jupiter  
25 Golf Club aware of what the resignation

1 E. Trump

2 process was that was followed by RBF, LLC  
3 during the time it operated the club?

4 A. Yes, I'd say substantially, because  
5 again we very much inherited that same system  
6 and set of policies, and again it's working.

7 Q. And that process that was followed  
8 by RBF, LCC started with a club member  
9 sending a letter or other written notice to  
10 RBF that they intended to resign. Correct?

11 A. I don't know the specific details.  
12 You'd have to ask the operational teams,  
13 but...

14 Q. The resignation process followed by  
15 RBF included the club member who expressed an  
16 intention to resign being placed on a  
17 resignation list. Is that right?

18 A. If that is what you are telling me  
19 it is. Again, I would have to confirm the  
20 exact details.

21 Q. Under RBF's management of the club  
22 facilities, club members who were on the  
23 club's resignation list and continued to pay  
24 dues had ongoing access to club facilities.  
25 Is that correct?

1 E. Trump

2 A. You'd know the answer better than I  
3 would. I believe they did but you can ask  
4 them that question.

5 Q. Well, you indicated when Jupiter  
6 Golf Club LLC acquired the club facilities it  
7 acquired them subject to the terms of the  
8 existing RBF membership plan and membership  
9 agreements. Correct?

10 A. Yes, that's correct.

11 Q. Was Jupiter Golf Club LLC familiar  
12 with the terms and conditions of the  
13 membership plan and membership agreements  
14 that were in place at that time?

15 A. Absolutely, because we ended up  
16 inheriting those membership plans and  
17 membership agreements, and they work and they  
18 worked very well. And quite frankly, you  
19 know, the members at this club are elated.

20 Q. And all of the existing RBF  
21 membership agreements, all the categories,  
22 all the membership categories that existed  
23 under those agreements allowed club members  
24 access to club facilities. Correct?

25 A. I believe they did. Again, you can

1 E. Trump

2 ask that question. I believe we could also  
3 change, modify, amend any of the rules at our  
4 sole discretion. We ended up not doing that  
5 in the case that you are talking about now.  
6 But, yes, I believe they did, to answer your  
7 question.

8 Q. In preparing for this deposition --  
9 and again I am not referring to conversations  
10 you had with counsel. But in preparing for  
11 this deposition, did you personally review  
12 documents to learn or refresh your  
13 recollection as to the course of negotiations  
14 that took place for Jupiter Golf Club's  
15 purchase of the club facilities?

16 A. I didn't. I remember the  
17 acquisition fairly well albeit it was four  
18 years ago at this point. I did not go back  
19 and look at documents, meaning the  
20 acquisition documents I should say.

21 Q. Thank you.

22 Jupiter Golf Club LLC would agree  
23 that a key issue in acquiring the club  
24 facilities from RBF, LLC was Jupiter Golf  
25 Club's assumption of the deposit refund

1 E. Trump

2 obligations. Correct?

3 A. Any time you acquire a club it's  
4 a -- it's certainly a point of the  
5 negotiation, quite frankly a big point in the  
6 negotiation. I think in this case it's one  
7 of the things that really haunted this club  
8 and is one of the things that held back this  
9 club, and I think it is one of the reasons we  
10 had such a phenomenal opt-in percentage.  
11 Absolutely.

12 Q. RBF made it clear to Jupiter Golf  
13 Club LLC, or before that Trump Acquisitions  
14 LLC, that the assumption of the deposit  
15 refund obligation was a critical term.  
16 Correct?

17 A. I believe they did. I mean, it was  
18 certainly one that was negotiated.

19 Q. I mean, the consideration for  
20 Jupiter Golf Club's LLC's acquisition of the  
21 club facilities was essentially 5 million  
22 cash plus the assumption of the deposit  
23 refund obligation?

24 A. I would say a portion of the  
25 consideration possibly, yes.

1 E. Trump

2 Q. And the net deposit refund  
3 obligation was approximately \$41 million.  
4 Correct?

5 A. You could check the numbers. It  
6 sounds correct, but you'd have to check the  
7 numbers.

8 Q. So, there were documents that were  
9 incorporated in the purchase agreement that  
10 reflected what the net amount of the deposit  
11 refund liability was. Correct?

12 A. I would ask our counsel what was  
13 included in the purchase and sale agreement.

14 Q. The amount of the deposit refund  
15 obligation was known to Jupiter Golf Club LLC  
16 when it closed on the transaction. Correct?

17 A. It was, yes.

18 Q. And it was known by Jupiter -- that  
19 amount was known by Jupiter Golf Club LLC  
20 even before it closed on the transaction.  
21 Correct?

22 A. Sure. Absolutely. What material  
23 term wouldn't? It is like asking you, do you  
24 know the price of your car? I mean, of  
25 course.



1 E. Trump

2 Q. Now, when Jupiter Golf Club LLC  
3 acquired the club facilities, early on it  
4 changed the membership terms --

5 A. I don't think we changed the  
6 membership terms.

7 Q. Well --

8 A. You can speak to the attorneys  
9 about exactly what was written, but I think  
10 very, very, very few changes at all were  
11 made. We assumed the plans, we ran with the  
12 plans. They were -- they are still, quite  
13 frankly, being used and relied upon today. I  
14 wouldn't use the word "change" at all.

15 Q. One of the first things that  
16 Jupiter Golf Club LLC did, and it started  
17 with this December 17, 2012 letter, in  
18 presenting the opt-in and opt-out options, is  
19 it sought to convert all members who had  
20 refundable deposits, to convert those  
21 refundable deposits into non-refundable --

22 A. That doesn't change anything.  
23 Doesn't change anything. It gives people an  
24 option. It gives people an option whether or  
25 not they want to opt into something or opt

1 E. Trump

2 out. That didn't take away any rights from  
3 anybody. That gave them an option for value  
4 if they wanted to do something or not. It  
5 has nothing to do with change.

6 Q. Well, when Jupiter Golf Club LLC  
7 acquired the club facilities it stopped  
8 offering any memberships with refundable  
9 deposits. Correct?

10 A. I believe it did, but that's  
11 absolutely at our right to do. And by the  
12 way, I think if you look at the 99 percent of  
13 clubs in the country today -- maybe I am  
14 being a little overzealous saying 99 percent,  
15 but the very reason that this club was in the  
16 financial hole it was in was, quite frankly,  
17 because of refundable deposits. And it is  
18 very much an industry standard that many  
19 clubs have eliminated that kind of system.

20 But in no way was that changed. We  
21 have honored the system. And as you know  
22 very well, the system has worked perfectly  
23 and refunds are being paid out. And we had  
24 overwhelming response of people opting in. I  
25 would actually argue to say we had probably

1 E. Trump

2 85, 90 percent of all members of the club who  
3 opted in because they saw the passion and the  
4 capital improvements and the millions of  
5 dollars that we were going to spend on this  
6 facility.

7 Recently spent \$8 million building  
8 a ballroom. We built indoor teaching  
9 facilities. We redid every single bunker on  
10 the course, we renovated all the greens, all  
11 the teas, all the fairways. We renovated the  
12 whole clubhouse.

13 All the cap ex items that had been  
14 ignored for the years: HVAC systems,  
15 electrical systems, telephone systems and  
16 everything else we went in there and fixed.

17 Members are excited about that.  
18 This is the place where they spend their time  
19 outside of work. It's where their families  
20 grow up. They were excited by the vision  
21 that we had. They were excited by knowing  
22 what we've done at every other golf property  
23 and every other hotel we own.

24 We put tremendous pride into these  
25 assets. And the members were thrilled that

1 E. Trump

2 we were coming in. And you saw that in the  
3 opt-in response that we got, hence the reason  
4 we got such an incredible opt-in response.

5 And for those people who didn't opt  
6 in, the status quo remains and the system is  
7 working. And those people are refunding --  
8 being refunded as they come due.

9 And quite frankly, had we not come  
10 into this club and invested the millions and  
11 restored the sense of pride surrounding this  
12 golf club, you'd probably have a club where  
13 the doors were closed and you'd probably have  
14 a club that not only people weren't playing  
15 golf at, but beyond the fact that they  
16 weren't playing golf they probably would have  
17 never seen refunds.

18 So in a nutshell, the system is  
19 working and it is working really amazingly  
20 well. To me it is actually almost a disgrace  
21 that we are at this table talking about this  
22 given the job that we have done and given the  
23 fact that, quite frankly, your clients owed  
24 the club a substantial amount of money.

25 It's very sad, but...

1 E. Trump

2 Q. Does Jupiter Golf Club know what  
3 the amount of the refundable deposits are  
4 that are owed to Norman Hirsch at this time?

5 A. I am sure we do. I don't know off  
6 the top of my head, but absolutely we'd have  
7 those records.

8 Q. Does Jupiter Golf Club LLC know  
9 what the amount of the refundable deposit is  
10 owed to Matthew Dwyer at this time?

11 A. I am sure we have those records.

12 Q. Does Jupiter Golf Club know the  
13 amount of the refundable deposit owed to  
14 Ralph Willard at this time?

15 A. I can keep repeating, I am sure we  
16 have those records. I imagine we have those  
17 records. You can talk to operational teams.  
18 But yes, I would imagine we have those  
19 records.

20 Q. Do you know if those refundable  
21 deposit amounts are more or less than the  
22 outstanding dues that Jupiter Golf Club LLC  
23 claims is owed to the club?

24 A. I don't know those details. You'd  
25 have to get them from my operational teams.

1 E. Trump

2 Q. Now, the significant point made by  
3 Donald Trump in the December 17, 2012, letter  
4 to existing club members was to encourage  
5 them to opt in and agree to convert the  
6 refundable deposit to a non-refundable  
7 deposit. Correct?

8 A. We gave them that option and people  
9 ultimately did what they chose.

10 Q. That was --

11 A. But yes, the answer to your  
12 question, the vast majority, I'd say  
13 overwhelming -- the overwhelming majority  
14 converted to non-refundable members.

15 It was a major, major success  
16 because I think the members of the club -- I  
17 know the members of the club -- and I think  
18 they would all attest to this -- realize that  
19 the refundability at the time that we  
20 acquired this asset was a major cloud that  
21 was kind of hanging over this asset, and  
22 people wanted to do what was right for this  
23 golf club.

24 There were certain people, a very  
25 small minority, that didn't convert and they

1 E. Trump

2 lived by the original term of the -- you  
3 know, of the agreement.

4 Q. You indicated the vast majority or  
5 overwhelming number of existing club members  
6 chose to opt in. Correct?

7 A. Yes, they did.

8 Q. Opt in, meaning chose to convert  
9 their refundable deposit to a non-refundable  
10 deposit. Correct?

11 A. Correct.

12 Q. When you say vast majority or  
13 overwhelming number, do you know how many or  
14 a percentage?

15 A. We can get you the numbers. Quite  
16 frankly, through the course of this you will  
17 see those numbers but I think you will be  
18 very impressed.

19 Q. If existing club members who  
20 remained on the resignation list reported  
21 that they were denied access to club  
22 facilities post December 17, 2012, who would  
23 those reports be sent to, who at Jupiter Golf  
24 Club LLC?

25 A. What reports? Can you clarify the

1 E. Trump

2 question?

3 Q. If a club member contacted the club  
4 to advise they were denied access to club  
5 facilities, who would that be communicated  
6 to?

7 MR. RUSSOMANNO: Form.

8 A. That would be an on-property  
9 operational item. But no one would be denied  
10 access to a club if they were current on  
11 their dues.

12 Q. Do you know who of the operational  
13 people at Jupiter Golf Club LLC would be  
14 responsible for handling those types of  
15 complaints received by club members?

16 A. I don't. The buck stops at the  
17 general manager. He would be the appropriate  
18 person.

19 Q. Who was the general manager of the  
20 club back in December 2012?

21 A. Tony Servideo.

22 Q. Is Mr. --

23 A. Actually, that would have been  
24 right at the transition of Ritz and Trump I  
25 believe. December 2012 -- you guys can



1 E. Trump

2 correct me, but our general manager who came  
3 into the club was a man name Tony Servideo.  
4 As to whether he was general manager in  
5 December 2012 you would have to look at the  
6 records.

7 It very much could have actually  
8 been during the transition time when, you  
9 know, we were integrating employees. But I  
10 just don't know the dates. You guys can sort  
11 through that.

12 Q. What did Jupiter Golf Club -- well,  
13 in the December 17, 2012 letter, on the  
14 second page of the letter, Donald Trump, on  
15 behalf of Jupiter Golf Club LLC, states  
16 "Additionally it became clear based on the  
17 overwhelming applause at Trump International  
18 that if a person is on the resignation list  
19 the membership does not want them to be an  
20 active member of the club. Likewise, as the  
21 owner of the club, I do not want them to  
22 utilize the club nor do I want their dues."

23 A. Here's what I can tell you. I can  
24 tell you that the overwhelming amount of  
25 members very much felt that way. They

1 E. Trump  
2 thought it was an absolute travesty that  
3 somebody could join the club and  
4 subsequently, the exact second that they join  
5 the club, say, "I want to unjoin the club and  
6 I want to be put on a refund list and I want  
7 to resign from the club."

8 And the members -- this was  
9 something that was a major source of  
10 contention for them with how the system was  
11 run before. Quite frankly, it wasn't -- you  
12 know, they didn't think it was fair or it was  
13 equitable.

14 The reality is we maintained the  
15 status quo and maintained what was in effect  
16 at the time. And people are on a  
17 refundability list and they continue to use  
18 the club. And that was very much consistent  
19 with Ritz-Carlton practices.

20 Q. Jupiter Golf Club LLC would agree  
21 that the statement from the club owner "I do  
22 not want them to utilize the club," that that  
23 statement means that the club owner does not  
24 want members on the resignation list to use  
25 the club facilities. Correct?

1 E. Trump

2 A. No. I think that is a statement of  
3 passion quite frankly. Which is, we are  
4 coming into the club, we're going to invest  
5 tens of millions of dollars, and we want to  
6 see our members committed to the success of  
7 this club, not a kind of, you know, around  
8 the back "let's become a member and then  
9 let's resign one minute later."

10 It's a statement of passion. And  
11 yes, you don't want to see that. You want to  
12 see a vibrant, thriving membership, one that  
13 believes in the long-term vision of a club,  
14 one that wants to bring their kids to a  
15 facility and raise them and have them play  
16 tennis and swim in the pools and become great  
17 little golfers and, you know, develop into  
18 upstanding human beings.

19 It is a statement of passion. And  
20 ultimately we decided to maintain the status  
21 quo. And I have said that a number of times  
22 today. And...

23 Q. I am asking a question different  
24 from what Trump -- what Jupiter Golf Club  
25 did. I am asking what the statement means.

1 E. Trump

2 Jupiter Golf Club LLC, the  
3 statement "I do not want them to utilize the  
4 club." It should mean what those words mean.

5 A. No. I think it is a statement of  
6 passion, where you want people to be invested  
7 in the future of an amazing place and you  
8 don't want to see people who become members  
9 and then resign three minutes later.

10 You want to see people who believe  
11 in the mission and the passion and the  
12 experience of this club. And unfortunately,  
13 you know, a lot of people, upon our entrance  
14 in -- and I think the total trend has  
15 reversed at this point -- did not.

16 Q. Then the second part of that  
17 statement, "I do not want them to utilize the  
18 club nor do I want their dues," the second  
19 part of that statement means that the club  
20 owner does not want to collect dues from club  
21 members who remained on the resignation list.  
22 Correct?

23 A. But I told you we maintained the  
24 status quo.

25 Q. I am not asking what you did. I am

1 E. Trump

2 asking what that statement means.

3 A. Yeah. But we have the absolute  
4 right to change our mind. Listen, this  
5 letter was written upon -- you know, very,  
6 very, very closely to the transition date.  
7 Might have been before, might have been a  
8 couple days after. It was right there. We  
9 were learning the club.

10 And I think we have the absolute  
11 right to have done that per the membership  
12 agreements. I think we also have the  
13 absolute right to have maintained the status  
14 quo. In reality we maintained the status quo  
15 and we did not deny access and we continued  
16 to go, a lot of people on the resignation  
17 list, which was very consistent with  
18 Ritz-Carlton practices. I think we  
19 ultimately made the right decision.

20 MR. LEHRMAN: We'll take a quick  
21 break.

22 THE VIDEOGRAPHER: Now off the  
23 record. The time on the video monitor is  
24 9:41 a.m.

25 (Recess)

1 E. Trump

2 THE VIDEOGRAPHER: We are now on  
3 the record. The time on the video monitor is  
4 9:53 a.m.

5 Q. By the way, the court reporter  
6 pointed out to me, and I didn't say this in  
7 the beginning and I apologize. I am going to  
8 do my best to wait until you finish  
9 completing your answer before I ask the next  
10 question; and likewise, I would ask that you  
11 allow me to complete my question before you  
12 answer.

13 In normal conversation, at least in  
14 my house, I am used to be interrupted and it  
15 does not offend me --

16 A. I think you have done a great job  
17 so far. In my household I am used to be  
18 interrupted as well.

19 Q. Just for the sake of having a clear  
20 record I ask that we both do our best.

21 A. Sure.

22 Q. Referring back to the deposition  
23 notice that is Exhibit 32 and the topics 1  
24 through 7, I am now going to turn to topic  
25 number 1, which is Ritz's negotiation with

1 E. Trump

2 Jupiter Golf Club LLC of the purchase and  
3 sale agreement, particularly the negotiation  
4 of sections 1.61 and 8.9 and any other  
5 provisions which relate to Trump's purported  
6 assumptions of the refund obligations defined  
7 in section 6.1.

8 You previously indicated that is a  
9 topic you are prepared to testify to on  
10 behalf of Jupiter Golf Club LLC. Correct?

11 A. I am.

12 Q. Were you personally involved in the  
13 negotiations of this acquisition?

14 A. Absolutely, yes.

15 Q. How was it that Jupiter Golf Club  
16 LLC or any other Trump entity came to be  
17 interested in acquiring these particular club  
18 facilities?

19 A. We are in the golf industry. We  
20 buy a lot of clubs. And Florida has always  
21 been a very lucky place for us and we have a  
22 great property just south of that, Mar-a-Lago  
23 Club, different type of club. It very much  
24 fit for a host of reasons and it is a very  
25 beautiful place and it had great potential as

1 E. Trump

2 well.

3 Q. When did the acquisition process  
4 start?

5 A. I don't know the exact dates off  
6 the top of my head. It probably took us -- I  
7 could get you the exact dates from the first  
8 time we found out about it to when we closed  
9 on it. I just don't know off the top of my  
10 head.

11 Q. Who were the high level people of  
12 the Trump organization involved in the  
13 acquisition process?

14 A. Really only David Cohen.

15 Q. Other than David -- well, David  
16 Cohen and yourself?

17 A. And myself, yes.

18 Q. Other than David Cohen and  
19 yourself, any other high level people at the  
20 Trump organization involved?

21 A. Not really, no.

22 Q. And in this particular acquisition,  
23 what was the responsibilities that you had?

24 A. I handled many of the business  
25 points. I represented the company.



1 E. Trump

2 Q. What were Mr. Cohen's  
3 responsibilities?

4 A. He is one of our attorneys.

5 Q. What were his responsibilities in  
6 this acquisition?

7 A. The legal work.

8 Q. When you say business points  
9 referring to your responsibilities for this  
10 acquisition, what do you mean by that?

11 A. I mean the deal terms. That's my  
12 responsibility.

13 (So marked for identification as  
14 Exhibit 33.)

15 Q. We are handing you what has been  
16 marked as Exhibit 33. It is actually a  
17 composite exhibit -- I'm sorry. I have one,  
18 actually.

19 MR. RUSSOMANNO: That is fine.

20 Q. If you flip through this,  
21 Mr. Trump, you will see it is a composite  
22 exhibit comprised of three documents: First,  
23 a non-binding letter of intent, then followed  
24 by an amendment to non-binding letter of  
25 intent and escrow agreement, followed by a

1 E. Trump  
2 second amendment to non-binding letter of  
3 intent and escrow agreement.

4 Have you seen these documents  
5 before?

6 A. I am sure I have, yes. I mean,  
7 clearly I signed them, right?

8 Q. Right. So on page 7 -- actually, I  
9 am going to refer to the Bates numbers found  
10 in the lower right corner of the document.  
11 Bates R 16047.

12 A. Yes.

13 Q. That's your signature. Correct?

14 A. It is.

15 Q. So you signed the non-binding  
16 letter of intent; right?

17 A. I did.

18 Q. And you signed as executive vice  
19 president of Trump Acquisition LLC. Correct?

20 A. I did.

21 Q. So --

22 A. I mean that is what it says, yes,  
23 Trump Acquisition, LLC. Correct.

24 Q. What is Trump Acquisition LLC?

25 A. I don't know what the entity is. I

1 E. Trump

2 think it's -- I think it's an entity that we  
3 had at the time before we transferred this  
4 into Jupiter Golf Club. I don't know what  
5 the entity is.

6 Q. What is this entity? What is the  
7 purpose of Trump Acquisition LLC in terms of  
8 these acquisition transactions?

9 A. You could ask David Cohen that  
10 question.

11 Q. You have been involved on behalf of  
12 the Trump organization in acquiring other  
13 golf club properties. Is that right?

14 A. I have.

15 Q. And has the Trump organization used  
16 Trump Acquisition LLC in a similar manner as  
17 it was used to acquire RBF --

18 A. I believe it has. Again, David  
19 could give you the exact specifics. He is a  
20 better person to speak to entities than I am.

21 Q. I want to clarify something. You  
22 came in quick. I didn't want to suggest that  
23 Jupiter Golf Club LLC acquired RBF, LLC.  
24 Just so I am clear, Jupiter Golf Club  
25 acquired, as we already covered, the club

1 E. Trump

2 facilities previously owned by RBF, LLC.

3 Correct?

4 A. I believe so. You could ask David  
5 the legal questions.

6 Q. Now, this non-binding letter of  
7 intent that you signed, you signed it on  
8 September 11, 2012. Do you see that?

9 A. It looks like I did.

10 Q. Were you involved in discussions or  
11 negotiations with RBF or any other Ritz  
12 entity before that date?

13 A. I don't believe I was. I mean,  
14 obviously before that date we clearly  
15 negotiated this LOI, right, because it takes  
16 a while to negotiate an LOI.

17 In terms of any other Ritz entity,  
18 I don't believe I was.

19 Q. What were the negotiations that  
20 took place before signing this letter of  
21 intent?

22 A. Well, I mean, I think the  
23 negotiations are all the points that are  
24 found within this LOI.

25 Q. Did these negotiations take place

1 E. Trump

2 in in-person meetings?

3 A. I believe it was a lit bit of both.  
4 I went down to see the asset, and  
5 Ritz-Carlton had come here several times.  
6 And they were a team of great professionals  
7 and good people and people I hold in very  
8 high esteem.

9 Q. Was the site visit, was that the  
10 first thing that you did in connection with  
11 this deal?

12 A. It's always the first thing you do.  
13 Otherwise there is no point wasting time  
14 negotiating an LOI if you don't like what you  
15 see on the ground. Right?

16 Q. Do you know the date you made that  
17 site visit?

18 A. I could very easily find out.

19 Q. Are you able to estimate the time  
20 frame when you made that site visit?

21 A. Between that and this document?

22 Q. Yes.

23 A. I don't know off the top of my  
24 head. That was four years ago. Could have  
25 been three weeks, it could have been a month

1 E. Trump

2 and a half. I just don't know off the top of  
3 my head.

4 Q. Did you make one site visit or more  
5 than one before signing the LOI?

6 A. I don't know off the top of my  
7 head. I made plenty of site visits during  
8 the process. I don't know if I made one or  
9 more before signing this document.

10 Q. You indicated that you met with  
11 Ritz-Carlton personnel who came here to New  
12 York. Correct?

13 A. Several times, yes.

14 Q. They came several times to meet  
15 with you before signing the LOI?

16 A. I don't know, again, before signing  
17 the LOI or not. But I have met with many of  
18 the executives, and throughout the course of  
19 the deal they were here multiple times. And  
20 again, I think they were great people and,  
21 you know, a great team.

22 Q. Who are the Ritz-Carlton people  
23 that you met with before signing the LOI for  
24 the purpose of negotiating this deal?

25 A. Primarily Dan Zanini, who was

1 E. Trump

2 attorney to Ritz, I believe, or maybe it was  
3 NVW. But these gentlemen can give you the  
4 better answer to that. And he was just --  
5 Dan was -- he was a great guy.

6 Q. Other than Mr. Zanini, what other  
7 Ritz-Carlton personnel did you meet with  
8 before signing the LOI to negotiate this  
9 deal?

10 A. Dan was, I would say, primary. He  
11 was the attorney. I think he also acted a  
12 little bit in possibly the business context.  
13 But you can really, you know, get the  
14 specifics from him.

15 There were several other people we  
16 had spoken to throughout the process.  
17 Obviously when you integrate into a golf  
18 course you work on things, everything from  
19 phone systems to -- you name it. And so, you  
20 know, clearly we had spoken to other members  
21 of their respective teams. But Dan was  
22 really -- Dan was really the person.

23 Q. Other than Mr. Zanini, who else do  
24 you recall meeting with here or in New York  
25 when you had these meetings with Ritz-Carlton

1 E. Trump

2 before signing the LOI?

3 A. There was a lady named Kim -- is it  
4 Frates-Mazzilli? A hyphenated name. I  
5 apologize if I butchered that one. She  
6 attended one or two of these meetings as kind  
7 of back up to Dan.

8 Q. The LOI reflects the purchase price  
9 was 5.65 million. Correct?

10 A. That is -- well, it looks to be  
11 correct. I think that purchase price might  
12 have changed when we actually got to the  
13 definitive documents, for a host of true-up  
14 reasons. I believe that to be the case.

15 Q. So I am not trying to determine  
16 what the ultimate purchase price was  
17 reflected in the purchase agreement. But  
18 just in this non-binding letter of intent  
19 document the purchase price was 5.65 million.  
20 Right?

21 A. That's correct, yes.

22 Q. On the next page of the LOI is a  
23 heading that says "Assume Obligations," and  
24 it states in part, "Purchaser shall assume  
25 member related liabilities, i.e. the



1 E. Trump

2 obligation to refund refundable membership  
3 deposits currently consisting of  
4 approximately 41,861,400 of refundable member  
5 deposit obligation plus an additional  
6 7,125,500 of additional refundable member  
7 deposit obligation," and it continues par.

8 Do you see that?

9 A. I do.

10 Q. So this LOI document had reflected  
11 that the net refund deposit obligation was  
12 \$41,861,400. Correct?

13 A. That's what the LOI says, yes.

14 Q. So when you made -- when was it  
15 during the negotiation of this LOI that the  
16 term of Jupiter Golf Club's assumption of the  
17 refund obligation, when was it that that  
18 arose?

19 A. During the negotiation of the LOI.  
20 Was it the first day or third day? I don't  
21 know; it was four years ago. But during the  
22 negotiation of the LOI this discussion was  
23 obviously had, it was obviously agreed to, it  
24 was put in this document and it was signed.

25 Q. Were you personally part of the

1 E. Trump  
2 discussions that took place with Ritz  
3 concerning the assumption of this refund  
4 obligation?

5 A. I was. It is something we assumed  
6 and something we have honored and something  
7 that has worked tremendously well. You know,  
8 it's worked perfectly. So of course I was  
9 involved.

10 Q. Those were conversations you had  
11 with Dan Zanini?

12 A. Conversations with Dan Zanini, yes.

13 Q. Other than conversations with Dan  
14 Zanini were there any other Ritz-Carlton  
15 personnel with whom you discussed the  
16 purchaser's assumption of the deposit refund  
17 obligation?

18 A. As I just said, Dan was really the  
19 point on this deal. He was, I would say,  
20 90 percent of the point of contact at the  
21 time. He was really the one who was doing  
22 the majority of the heavy lifting. He would  
23 have been the one that we had that  
24 conversation with.

25 Q. You confirmed earlier that Jupiter

1 E. Trump

2 Golf Club LLC understood that the purchaser's  
3 assumption of the deposit refund obligation  
4 was an essential term of the acquisition.  
5 Correct?

6 A. I said it was a -- a term of the  
7 acquisition. Essential? Probably. I think  
8 anything that is in an LOI is probably an  
9 essential term of the acquisition. But, yes,  
10 it was certainly a term of the acquisition.

11 Q. How is it that Mr. Zanini conveyed  
12 to you that the assumption of the deposit  
13 refund obligation was an essential term?  
14 Other than the LOI, in conversation with him  
15 during these negotiations how did he convey  
16 that?

17 A. I don't think somebody needs to  
18 convey a term like that. I think it is an  
19 understood principle. We are in the golf  
20 course business. Assumption of obligations  
21 is something that happens in a substantial  
22 amount of these deals. This isn't something  
23 that we haven't seen before or we haven't  
24 seen in the industry a million times.

25 This is standard fare when you sell

1 E. Trump

2 an asset such as this one. I don't think he  
3 had to convey it as an essential term. I  
4 understand the business. We operate a lot of  
5 golf courses and I very much understand this  
6 point.

7 Q. I asked about Ritz personnel that  
8 were involved in negotiation with the Trump  
9 organization for the acquisition. Who else  
10 other than the Trump organization people you  
11 identified and the Ritz-Carlton people you  
12 identified were involved in this process?  
13 For example, was there a broker or any other  
14 third party?

15 A. There was a broker. He was  
16 involved for kind of a short period of time.  
17 He pointed out this asset to us and then he  
18 kind of handed us over to Ritz-Carlton,  
19 obviously. And Then really Dan, David and I  
20 took it from there.

21 I am not saying there might not  
22 have been a couple people on the periphery,  
23 but again more simple things like operational  
24 matters: How are we going to link our  
25 telephone systems together? Hey, meet your

1 E. Trump  
2 superintendent who is at the course. He is  
3 likely going to have to participate in X, Y  
4 and Z with you throughout the transition.  
5 Right?

6 So, I mean there were certain  
7 people on the periphery. But again it was  
8 David Cohen, myself, Dan Zanini and -- again,  
9 the broker handed it over very, very early.

10 Q. Was the broker Steven Ekovich?

11 A. It was, yes.

12 Q. Any other brokers other than  
13 Mr. Ekovich?

14 A. No.

15 Q. What if anything did Mr. Ekovich  
16 relate to you concerning RBF's interest in  
17 having the buyer assume the refund  
18 obligation?

19 A. I don't know what Steve related to  
20 us on that point. There was obviously a  
21 memorandum, a "for sale" memorandum that went  
22 around.

23 We were interested in the course,  
24 we thought it looked beautiful. It happened  
25 to be in a geographic location that very much

1 E. Trump

2 fit the Trump organization. We knew we could  
3 make the course great. It was already great.  
4 It had phenomenal bones and we knew we could  
5 even make it better.

6 We saw it, we started communicating  
7 with Ritz, and we formed a great deal and I  
8 am very, very proud of the outcome. I am  
9 proud of the outcome for Ritz, I am proud of  
10 the outcome for Trump, I am proud of the  
11 outcome for the members.

12 This was a deal that I think really  
13 went perfectly for all parties involved and  
14 everybody got the benefit of what they very  
15 much bargained for and I think a lot beyond  
16 that.

17 Q. Do you know if there were other  
18 potential purchasers that were expressing  
19 interest in acquiring the club facilities  
20 before Trump Acquisitions LLC signed the LOI?

21 A. I believe there were. I believe  
22 there were quite a few, actually. And I  
23 think we were ultimately selected. Listen,  
24 you never quite know in that process. I  
25 think any broker will, obviously, tell you

1 E. Trump

2 there is tons of interest in the market, and  
3 you never have full disclosure on who those  
4 people ultimately are.

5 But I think as a company, in the  
6 golf world or in the hotel world or in the  
7 residential world, but I think we would go  
8 head to head with anybody. We have a  
9 commanding golf brand. We do a phenomenal  
10 job. We have an amazing membership. We get  
11 it. We are very, very good at operating  
12 these assets.

13 I think for another brand, an  
14 amazing brand like Ritz, who does a  
15 phenomenal job in the hospitality space --  
16 they're clearly one of the industry leaders.  
17 I think, quite frankly, our reputation and  
18 our name gave them a lot of comfort coming to  
19 this asset because at the end of the day  
20 those were -- it's really their legacy they  
21 are passing along. No different than if I  
22 sold a course like this, I'd want to make  
23 sure it is in the right hands.

24 Were there other parties? I  
25 believe there were. That's really a question

1 E. Trump

2 for them. But I think either way we would  
3 have stood out based on the fact that we have  
4 an amazing track record of operating a lot of  
5 these facilities and really do a wonderful  
6 job.

7 Q. Is Jupiter Golf Club LLC aware  
8 whether other offers were made to RBF to  
9 acquire the club facilities?

10 A. I think I just answered that  
11 question. I believe there were but you never  
12 know coming out of a sale because clearly a  
13 buyer wants to express a lot of interest in  
14 the facility to keep other buyers motivated  
15 and on track. But I believe there were. I  
16 am sure there were. It's a great location and  
17 it's an amazing club.

18 Q. Is Jupiter --

19 A. You can ask these guys. These guys  
20 would know better than I would. But I would  
21 assume so.

22 Q. I understand. We have a deposition  
23 set for Ritz, RBF, LCC designee.

24 Is there --

25 A. Let me know what you found out. I



1 E. Trump  
2 actually would be very interested. Shoot me  
3 an email.

4 Q. Is Jupiter Golf Club LLC aware of  
5 whether any offers made to RBF for the  
6 acquisition were offers that were for more  
7 cash, more purchase price consideration?

8 A. As I said before, I do not know. I  
9 do not know. You know, I clearly wasn't  
10 interacting with other purchasers who were  
11 looking at this property.

12 I believe there were. Something in  
13 my mind is telling me that there were other  
14 people at the time, but how I could quantify  
15 or prove that to you, I can't. You'd have to  
16 ask Ritz-Carlton that question.

17 Q. Looking at the same exhibit but now  
18 turning to page R 16051 -- sorry. I jumped a  
19 page. I mean to turn to page R 16048, which  
20 is the amendment to the non-binding LOI.

21 You indicated you had signed the  
22 LOI, and the next page of this document,  
23 R 1649, can you confirm that that's your  
24 signature to this amendment to the  
25 non-binding LOI?

1 E. Trump

2 A. It is my signature, yes.

3 Q. Likewise, if you turn to the next  
4 page, to the second amendment to non-binding  
5 LOI, that is your signature on this second  
6 amendment?

7 A. Yes. I think we have established  
8 the fact that I have signed all the  
9 non-binding LOI's that are in front of me  
10 right now.

11 Q. Thank you.

12 After the LOI was negotiated and  
13 signed by you on behalf of Trump Acquisition  
14 LLC, what was next in terms of the  
15 negotiation process?

16 A. I think any time you sign an LOI  
17 you clearly agree to an LOI and then you get  
18 into definitive binding contracts. You know  
19 more about the law than I do. That is just  
20 how the process works.

21 After this LOI, we started  
22 negotiating binding purchase contracts, which  
23 we negotiated and ended up signing, hence the  
24 reason we are the owner of this club.

25 Q. We are going to review or at least

1 E. Trump

2 have you identify the purchase and sale  
3 agreement. That is the ultimate contract  
4 that resulted in the acquisition. Correct?

5 A. It is.

6 Q. So just trying to understand more  
7 as to what happened between the execution of  
8 the LOI and the execution of the PSA, you  
9 have already indicated the PSA was prepared,  
10 other work was done.

11 In terms of what work did -- what  
12 work was done by Trump Acquisitions LLC in  
13 terms in between the time the LOI was  
14 executed and the purchase and sale agreement  
15 was executed, with respect to the assumption  
16 of the refund obligation?

17 For example, did Trump Acquisitions  
18 LLC make some effort to confirm the amount,  
19 to determine who had paid deposits, things  
20 like that?

21 A. I believe we went through and  
22 checked those records. I would have to go  
23 back to our team to remember specifics. But  
24 yes, I believe we checked all those boxes and  
25 we looked at those items and -- yes.

1 E. Trump

2 (So marked for identification as  
3 Exhibit 34.)

4 MR. LEHRMAN: I apologize. I have  
5 copies for you for most of the exhibits.

6 THE WITNESS: You can have my copy.

7 MR. RUSSOMANNO: I will get it  
8 later.

9 THE WITNESS: You can have my copy  
10 later.

11 Q. We have handed you Exhibit 34,  
12 Purchase and Sale Agreement dated  
13 November 14, 2012. Do you see this?

14 A. I do.

15 Q. This is a document you have seen  
16 before. Correct?

17 A. I am sure I was very, very familiar  
18 to me at the time. Yes.

19 Q. I just want to ask you to reference  
20 the Bates number, TMP 3187.

21 MR. LINSKOTT: Can you give me  
22 internal page numbers?

23 MR. LEHRMAN: Page 8.

24 MR. LINSKOTT: Thank you. I like  
25 Bates numbers but not when I have a different

1 E. Trump

2 document.

3 A. 3187. Yes. Definitions?

4 Q. Right. Towards the bottom of the  
5 page, section 1.61, "Refund Obligations"?

6 A. Yes.

7 Q. And this section indicates, amongst  
8 other things, that there was a Schedule T  
9 that was attached and incorporated into the  
10 PSA that lists the membership deposits that  
11 are part of the refund obligation assumed by  
12 Jupiter Golf Club LLC?

13 A. Correct. I guess so. I am reading  
14 it here. That sounds right. It wouldn't  
15 surprise me if we attached that to a document  
16 like this.

17 Q. And the refund obligation, the  
18 amount that was set forth in the original  
19 LOI, the \$41 million figure, does Jupiter  
20 Golf Club LLC know if that was the ultimate  
21 amount that was assumed through Schedule T in  
22 this purchase and sale agreement?

23 A. I don't have Schedule T in front of  
24 me. That was four years ago. I don't know  
25 if the numbers matched or if they changed or

1 E. Trump  
2 if in the process of due diligence something  
3 was added or something was subtracted for  
4 whatever, you know, reason there was at the  
5 time.

6 We assumed the refund obligation  
7 and we have met that obligation. We have  
8 honored it and it's worked remarkably well.

9 Q. But Jupiter Golf Club LLC would  
10 agree that the assumed deposit refund  
11 obligation that was assumed through this  
12 purchase and sale agreement was approximately  
13 the amount set forth in the original LOI --

14 A. You would have to compare the  
15 numbers. Yes. Approximately within -- I  
16 don't want to give a percentage, but probably  
17 approximately that amount, yes.

18 Q. On Bates TMP 3191, page 12?

19 A. Yes.

20 Q. Section 3.2, the purchase price in  
21 the purchase sale agreement is \$5 million.  
22 You see that?

23 A. That's correct.

24 Q. The purchase price in the original  
25 LOI was a different number, right?

1 E. Trump

2 A. I believe it was. I think it was  
3 5.6 in the original. Correct.

4 Q. I think it was 5.65 in the LOI.  
5 Right?

6 A. If you are telling me that's right,  
7 I believe you. I have the LOI here and I can  
8 confirm it but it sounds correct, yes.

9 Q. What happened? Why did the  
10 purchase price change from 5.65 million in  
11 the LOI to 5 million in the purchase and sale  
12 agreement?

13 A. I think there could be a host of  
14 reasons. One was a non-binding LOI that was  
15 created months before the signing of a  
16 definitive purchase agreement. I think there  
17 were certain -- I don't want to call  
18 true-ups, but this was integration of a large  
19 property and I think there were expenses that  
20 came up. I think we ended up trueing up to  
21 an even \$5 million as we went through this.

22 I don't think there was any magic  
23 behind it. I think there were certain  
24 expenses that came up through the process of  
25 due diligence and other closing costs, and I

1 E. Trump

2 think we just reflected it in the overall  
3 purchase price, hence the adjustment.

4 Q. When you say they were trueing up,  
5 you mean that there were expenses that the  
6 Trump organization incurred related to  
7 closing on this acquisition?

8 A. No, I am not saying that. I am  
9 saying that in three months, I think,  
10 especially when you get into due diligence of  
11 a contract like this, sometimes you find  
12 certain items. And I don't remember what  
13 they were in this case. But there was a  
14 reason that it went from that number,  
15 clearly, to 5 million. I forget exactly what  
16 that reason was.

17 Q. Who in the Trump organization would  
18 know what the items were that arose that  
19 account for the purchase price changing from  
20 5.65 million to 5 million?

21 A. I could probably personally go look  
22 it up. Truthfully I just don't recall right  
23 now. I remember that there were items in the  
24 course of everyday closing on an acquisition,  
25 which you do all the time, that cause you to,



1 E. Trump

2 in between a non-binding LOI and a purchase  
3 contract, adjust the price based on certain  
4 little things that come up here and there.  
5 And I believe that's what we did.

6 There might have been capital  
7 expenses that needed to be put in place  
8 between, again, the LOI and the closing item.  
9 There might have been maintenance budgets  
10 that were either overfunded or underfunded,  
11 hence the true-up's.

12 I think it was a compilation of a  
13 little bit of all that.

14 Q. What documents would you consult to  
15 determine what those items were, or how else  
16 would you go about determining this?

17 A. I don't know. I'd have to go back  
18 and -- quite frankly I'd probably ask David  
19 Cohen that question.

20 Part of it, just so you know, was  
21 also an inventory calculation. You know, I  
22 think a certain portion, I am just recalling  
23 now, was, I believe, the inventory at hand  
24 when we first signed the LOI possibly versus  
25 the inventory at hand when we signed the

1 E. Trump

2 definitive purchase agreement.

3 But again, I'd have to go back and  
4 check.

5 Q. Was there anything related to your  
6 assumption of the deposit refund obligation  
7 that accounts for the purchase price changing  
8 from 5.65 million to 5 million?

9 A. Not to my knowledge. Not to my  
10 knowledge.

11 Q. Would Jupiter Golf Club expect that  
12 David Cohen would also have information about  
13 that question?

14 A. I think we could go back and  
15 probably look it up. Again, it might be a  
16 little bit of a hunt, but -- again, you have  
17 true-up's in the normal course of closing on  
18 a deal. Inventory purposes, receivable  
19 purposes, X, Y and Z.

20 To my knowledge, nothing -- none of  
21 that had anything to do with refund  
22 obligations. But again I could go back and  
23 look. But I believe this was 100 percent  
24 true-up in terms of the months that had  
25 passed between a non-binding letter of

1 E. Trump

2 intent -- hence non-binding -- and the  
3 definitive purchase and sale agreement.

4 Q. And the purchase and sale  
5 agreement -- one of the terms or sets of  
6 terms provided that Jupiter Golf Club LLC  
7 would also assume obligations under the  
8 existing RBF membership plan and membership  
9 agreements. Correct?

10 A. We did and we have, and we have  
11 honored those. Absolutely.

12 Q. I am just asking to confirm that  
13 Jupiter Golf Club LLC was aware that that was  
14 something that was incorporated into this  
15 purchase and sale agreement?

16 A. I mean, I think that's been the  
17 whole topic of today's conversation. Yes,  
18 we're aware we assumed obligations from  
19 Ritz-Carlton and I think we have done an  
20 amazing job leading up to those obligations,  
21 and quite frankly well surpassing the  
22 obligations that we had in the purchase and  
23 sale agreement.

24 I hope Ritz-Carlton would say the  
25 same. I think we have made your guys very

1 E. Trump

2 proud.

3 Q. Turning to topic 2 in the  
4 deposition notice, it is Ritz's efforts to  
5 ascertain Trump's financial condition,  
6 particularly but not limited to Trump's  
7 ability to satisfy the refund obligations.

8 Now, during the course of  
9 negotiations with RBF, LLC and the  
10 Ritz-Carlton personnel that you have  
11 identified, what discussions or negotiations  
12 took place with respect to RBF, LLC inquiring  
13 as to the Trump Acquisition LLC's financial  
14 capacity to satisfy the refund obligation?

15 MR. LINSOTT: Would you read that,  
16 please?

17 (Question read.)

18 THE WITNESS: Answer?

19 MR. LEHRMAN: Please.

20 A. First of all, I think  
21 Ritz-Carlton -- and I said this before and I  
22 will say it until I am blue in the face. But  
23 I think they were consummate professionals.  
24 I think they were a phenomenal team and  
25 they're a phenomenal company and they do

1 E. Trump

2 great things around the world. And you don't  
3 get where you are being Ritz-Carlton, or  
4 Trump quite frankly, if you don't do a  
5 certain level of due diligence.

6 I remember them sending somebody in  
7 to look at our financial statements. I  
8 believe we handed it to them, let them  
9 review. And they ended up, you know, leaving  
10 thereafter.

11 I think from a very macro  
12 standpoint, I think quite frankly we have an  
13 amazing reputation in this world, and quite  
14 frankly in a lot of other worlds. Golf is  
15 our business. This is what we do. We have a  
16 very big company. And I think certainly  
17 speaking one of the reasons that we ended up  
18 purchasing this property -- and Ritz can  
19 definitely speak to this on their own  
20 accord -- was because of who we are and what  
21 we do.

22 As to them, they did look at our  
23 financial statements. I think they very much  
24 knew our track record, being big players in  
25 this industry, as they are in theirs. I

1 E. Trump

2 would say they did do their due diligence.

3 Q. So when you indicate that RBF, LLC  
4 looked at your financial statements, whose  
5 financial statements are you referring to?  
6 Are you referring to Trump Acquisition LLC's  
7 financial statements or some other entity's  
8 financial statements?

9 A. Talking about our company's  
10 financial statements.

11 Q. What company would that be?

12 A. The Trump organization.

13 Q. Is that Trump Organization  
14 Incorporated? What is the actual --

15 A. I don't know who the exact entity  
16 is. They looked at the financial statements  
17 of our company, of Trump.

18 Q. When you say "Trump organization,"  
19 are you referring to an entity that is  
20 essentially a parent entity?

21 MR. RUSSOMANNO: Form.

22 A. I don't know how better I can  
23 answer. They came in, they looked at our  
24 corporate financials. And I remember that  
25 they had asked to do that, and I was honored

1 E. Trump

2 to allow them to review it. And I think that  
3 is the diligence that any good, responsible  
4 company would ultimately undertake.

5 Q. In addition to reviewing the  
6 financial statements for the Trump  
7 organization, did they also request to review  
8 financial statements for Trump Acquisitions  
9 LLC?

10 A. I think Trump Acquisitions LLC was  
11 simply the entity used to sign an LOI in. I  
12 think that is what you told me before, right?

13 So, I doubt it. But again, you  
14 could ask them that question. I don't want  
15 to speculate, but I think they were probably  
16 much more curious to know our wherewithal as  
17 a company. But again, that is really a  
18 question for them to ask.

19 No different than if I was to  
20 review financial statements, I'd probably ask  
21 for financial statements of Marriott -- in  
22 fact, I probably wouldn't ask for financial  
23 statements of Marriott. I think they  
24 probably did more diligence than I would have  
25 done.

1 E. Trump

2 Q. Is it fair to say you personally  
3 don't recall whether RBF, LLC asked to see  
4 financial statements of Trump Acquisitions?

5 A. I don't know. I know they came and  
6 looked at our corporate financial statements.

7 Q. When was this that RBF, LLC came to  
8 review financial statements and did review  
9 them?

10 A. Some point between, I would  
11 imagine, the signing of the LOI but certainly  
12 before the signing of this purchase and sale  
13 agreement.

14 Q. I asked about Trump Acquisitions  
15 LLC because they are the party to the LOI;  
16 but as you know, the party to the purchase  
17 and sale agreement was Jupiter Golf Club LLC.  
18 Right?

19 A. Sure.

20 Q. So similar questions. Did RBF, LLC  
21 ask to review financial statements of Jupiter  
22 Golf Club LLC at any time?

23 A. I don't remember. I know they  
24 reviewed the financial statements of us as a  
25 company. I don't know if they asked to



1 E. Trump  
2 review or they did review financial  
3 statements of Jupiter Golf Club.

4 I think they were very impressed  
5 with our financial statements. I think they  
6 certainly looked at it and they know who we  
7 are as an industry leader in this world and  
8 they looked at our financial statements.  
9 Which financial statements they looked at, I  
10 don't know if they parcelled out any of that.

11 Q. But the Trump organization -- is  
12 the Trump organization the purchaser of the  
13 club facilities?

14 A. No, it's not. Jupiter Golf Club  
15 LLC is, but we are a company. We are a  
16 family company and we own a lot of assets,  
17 and that is part of Trump.

18 Q. Did the Trump organization agree to  
19 assume the approximately \$41 million deposit  
20 refund obligations?

21 A. No. The entity assumed those  
22 refund obligations. They are different  
23 than -- the owner of this building wouldn't  
24 agree to assume something that we would have  
25 on a project in Dubai, right?

1 E. Trump

2 It is the entity assumed that  
3 obligation, and we, as a company, have a  
4 great financial wherewithal to be able to  
5 purchase this.

6 Q. So, would any of the -- you say the  
7 financial statements. Would those also  
8 include balance sheets?

9 A. You'd have to speak to our  
10 accountants. I don't know exactly what they  
11 would show. I would assume, but you'd have  
12 to speak to our accountants. I don't want to  
13 speculate.

14 Q. Balance sheet is one type of  
15 financial statement; right?

16 A. Correct, I would assume. I don't  
17 want to speculate. You could ask our  
18 accountants.

19 Q. Balance sheets list assets and  
20 liabilities; correct?

21 A. Correct.

22 Q. So would any assets listed on a  
23 balance sheet of the Trump organization,  
24 would those assets be available to satisfy  
25 deposit refund obligations assumed by Jupiter

1 E. Trump

2 Golf Club LLC?

3 A. Jupiter Golf Club is a single  
4 purpose entity meant to acquire this club.  
5 Would they? I guess that would be in our  
6 discretion, right?

7 Q. Does that mean that Trump  
8 Corporation could choose to make those assets  
9 available to satisfy deposit refund  
10 obligations? Correct?

11 A. We have satisfied all obligations,  
12 so it's almost irrelevant. If you go back  
13 and you look at the refundable list right  
14 now, they are more than current. If you go  
15 back and look at the operational profits  
16 versus this property when we came in, the  
17 club is doing amazingly well.

18 If you go and you look at the  
19 energy in the club and the charisma and  
20 membership, people are excited and they are  
21 thrilled. Jupiter Golf Club, Trump National  
22 Jupiter, which is the name of it, is doing  
23 exceptionally well. It is doing very, very  
24 well. And we have satisfied every obligation  
25 that we have.

1 E. Trump

2 And yes, it is our discretion as a  
3 company whether or not we would want to come  
4 in and satisfy other obligations. But we are  
5 a parent company and that's what we do.

6 So, the system is working. It's  
7 worked fantastically. I don't know how  
8 better I can answer that question.

9 Q. So when RBF's personnel reviewed  
10 the financial statements for the Trump  
11 organization, did they, following -- well, at  
12 any time did RBF, LLC ask that the Trump  
13 organization guaranty Jupiter Golf Club's  
14 LLC's assumption of the deposit refund  
15 obligation?

16 A. Not to my recollection, no.

17 Q. Did any Ritz personnel or RBF  
18 personnel, at any time before the execution  
19 of the purchase and sale agreement, ever  
20 express to you personally any concern about  
21 the capacity of Jupiter Golf Club LLC to  
22 satisfy the assumed refund deposit  
23 obligation?

24 A. Not that I remember. But we are a  
25 very big company and we do the golf world

1 E. Trump

2 very, very well. I can't imagine if there is  
3 many companies out there that would be at a  
4 better wherewithal to handle obligations.  
5 And I think if you look at the last four  
6 years, we have proven that because we have  
7 handled them.

8 Again, I keep on saying it. It's  
9 worked remarkably, remarkably well. I think  
10 any company could have gone and sold to some  
11 no-name operator, and I don't think this club  
12 would have been where it is today. I think  
13 we have done a remarkable job. And I think,  
14 quite frankly, I give Ritz a lot of credit to  
15 selling to somebody like us as opposed to  
16 more of a predatory purchaser who was just  
17 lurking in the bushes.

18 Q. You just said that "we're a big  
19 company." Right?

20 A. Correct. I am talking about Trump,  
21 macro.

22 Q. That is what I want to clarify  
23 because you are here as the corporate  
24 representative of Jupiter Golf Club LLC. So  
25 when you say "we're a big company," you mean

1 E. Trump

2 that we, the Trump organization, are a big  
3 company. Correct?

4 A. We, the Trump organization, is a  
5 big company. Yes.

6 Q. Are "we, Jupiter Golf Club LLC" a  
7 big company as well?

8 A. Well, we have a beautiful asset,  
9 beautiful golf course, and it is doing  
10 amazingly well. Honestly I am very proud of  
11 it. I am very proud of what we have done  
12 there.

13 Q. Did RBF or Ritz-Carlton personnel  
14 ever inquire of Trump Acquisitions LLC  
15 whether there were cash reserves or credit  
16 facilities available to Jupiter Golf Club LLC  
17 to satisfy the refund obligation?

18 A. I don't remember the specifics.  
19 They looked at our corporate financial  
20 statements and they were very impressed. As  
21 to the entity that a non-binding LOI was  
22 formed in or as to the current entity of the  
23 club, I don't recall.

24 Q. Did the financial statements  
25 provided to RBF and Ritz-Carlton to review,

1 E. Trump

2 did those documents reflect that there was  
3 any cash reserve available to Jupiter Golf  
4 Club LLC to satisfy assumed deposit  
5 obligations?

6 A. I don't know. I would assume not  
7 because Jupiter LLC is a single-purpose  
8 entity. But very much they did, if I  
9 remember correctly, review our financial  
10 statements. As to reserves, I just don't  
11 know. It is four years ago.

12 (So marked for identification as  
13 Exhibit 35).

14 Q. I have handed you what is marked as  
15 now Exhibit 35, email exchange between  
16 September 23, 2012 -- September 23, 2012.  
17 You are not indicated as one who received  
18 this email. I assume you have not reviewed  
19 this email before. Correct?

20 A. Looks like an email between Ritz  
21 and Ritz or MVW and MVW.

22 Q. Look at the top email, an email  
23 from Kim Frates-Mazzilli to Terry, Tony?

24 A. Sure.

25 Q. She indicates "Dan and I had a call

1 E. Trump  
2 today and we will get the D&B report run."  
3 You see that?

4 A. Yes. I don't know what "D&B  
5 report" is, but...

6 Q. Are you aware -- well, is Jupiter  
7 Golf Club aware that RBF or someone on its  
8 behalf ran or sought to run a Dun &  
9 Bradstreet report on any Trump entity?

10 A. What is that report? Is that a  
11 legal search? You tell me. I don't know  
12 what D&B report is.

13 Q. My understanding is that a Dun &  
14 Bradstreet report is some type of credit  
15 report, so to speak, of a corporation?

16 A. I would have -- clearly we are not  
17 cc'd on this email, right? My name is  
18 nowhere to be found on this email. I don't  
19 know what they ran. I don't know what they  
20 did on their end. It is really a question  
21 you should ask them.

22 Q. And we will. My understanding is  
23 that at some point --

24 A. Actually, interesting -- sorry to  
25 cut you off, but, "It is probably with less



1 E. Trump  
2 of an issue with Trump than anyone else."

3 I have never seen this email  
4 before. It kind of reaffirms what I am  
5 saying. We are a great company. We do the  
6 golf game very, very well. And I think if  
7 anybody could make this property successful,  
8 that's Trump.

9 I think we have made this property  
10 very successful and I am very, very proud of  
11 that. So, quite frankly I think everything  
12 that I have said thus far very much reaffirms  
13 their sentiment on the MVW side of this email  
14 chain.

15 Q. Is Jupiter Golf Club LLC aware of  
16 any time when RBF or Ritz personnel requested  
17 information from the Trump organization so  
18 that it could perform some type of credit  
19 check or credit report on a Trump entity?

20 A. They could have, but I don't  
21 remember. I just don't remember. The only  
22 thing I remember is them looking at our  
23 financial statements.

24 Q. Who in the Trump organization would  
25 know that, whether any kind of inquiry like

1 E. Trump

2 that was made to the Trump organization?

3 A. Seems like you can run this report  
4 exclusive of us. Am I incorrect?

5 Q. What I am asking is, if RBF or Ritz  
6 personnel requested information from the  
7 Trump organization for the purpose of running  
8 such a report, who would that inquiry be  
9 directed to?

10 A. It would have been -- it would have  
11 come through David and I, and I personally  
12 don't remember this item so -- I can't say  
13 they didn't ask to run some kind of report  
14 and we didn't furnish them something, but I  
15 do not remember this.

16 Q. Does Jupiter Golf Club LLC recall  
17 providing a tax ID number of Trump  
18 Acquisitions LLC to any RBF or Ritz personnel  
19 for that purpose?

20 A. I don't -- I would think that maybe  
21 a tax ID might be something you do in the  
22 ordinary course of a transition, but I again  
23 could be wrong.

24 Q. Let me be clear because it might  
25 have been cut off. I want to be sure my

1 E. Trump

2 question is clear because I paused and you  
3 jumped in.

4 Is Jupiter Golf Club LLC aware of  
5 any RBF or Ritz personnel requesting a tax ID  
6 number of Trump Acquisitions LLC for the  
7 purpose of running a Dun & Bradstreet report  
8 or some other credit check?

9 A. So let me be clear. I am not, but  
10 that doesn't mean it couldn't have happened.  
11 They very well could have and I just don't  
12 remember it four years later.

13 Q. When you say you don't recall, that  
14 means you personally don't recall; correct?

15 A. I personally don't recall. It is a  
16 question you could very easily ask David  
17 Cohen. He might recall.

18 MR. LEHRMAN: We'll take one more  
19 break.

20 THE VIDEOGRAPHER: Now off the  
21 record. The time on the video monitor is  
22 10:47 a.m.

23 (Recess.)

24 THE VIDEOGRAPHER: We are now on  
25 the record. The time on the video monitor is

1 E. Trump

2 10:57 a.m.

3 BY MR. LEHRMAN:

4 Q. Just to kind of close out topic  
5 number 2 and, really, topic 3, because topic  
6 3 is what information, statements or  
7 documents you, Jupiter Golf Club LLC,  
8 provided to Ritz on or before November 14,  
9 2012, relating to your financial condition,  
10 particularly relating to your ability to  
11 satisfy the refund obligations.

12 Other than this category "financial  
13 statements" that you identified having been  
14 produced to RBF or Ritz-Carlton personnel,  
15 any other documents of any kind that Jupiter  
16 Golf Club LLC is aware of having been  
17 provided to RBF or Ritz-Carlton to reflect  
18 financial condition?

19 A. Not to my recollection.

20 Q. Topic 4 is the membership  
21 agreements, membership plans, membership  
22 deposit notes and other membership documents  
23 utilized by Ritz with Plaintiffs and Class  
24 Members.

25 You had indicated -- well, strike

1 E. Trump

2 that.

3 (So marked for identification as  
4 Exhibit 36).

5 Q. You have been handed this affidavit  
6 of Kimberly Frates-Mazzilli. I am  
7 representing to you that Ms. Mazzilli, in her  
8 affidavit -- and you can review it --  
9 indicates that, at paragraph 4, that RBF  
10 searched for and found the membership  
11 agreements that were used by RBF for the sale  
12 of full golf, club golf and social and spa  
13 memberships in the club. She then identifies  
14 in Exhibit A to her affidavit those  
15 membership documents and membership  
16 agreements by Bates number.

17 Do you see that?

18 A. I do, and I believe you.

19 Q. I am representing to you that the  
20 balance of this Exhibit 36 is then attaching  
21 the membership agreements and membership  
22 documents, including the membership plan,  
23 identified by Ms. Frates-Mazzilli as being  
24 the membership agreements and membership plan  
25 that were used by RBF, LLC during its

1 E. Trump

2 operation of the club.

3 A. Okay.

4 Q. Likewise you have acknowledged on  
5 behalf of Jupiter Golf Club LLC that Jupiter  
6 Golf Club LLC understands and acknowledges  
7 that the purchase and sale agreement, through  
8 that agreement, Jupiter Golf Club LLC assumed  
9 obligations it had under the existing  
10 membership agreements and the existing RBF  
11 membership plan. Correct?

12 A. Correct.

13 Q. So really now I want to tie these  
14 things together.

15 A. Okay.

16 Q. I want to ask you, is Jupiter Golf  
17 Club LLC able to acknowledge that the  
18 membership agreements and membership  
19 documents that are part of Exhibit 36, that  
20 those are the membership documents and  
21 membership agreements that Jupiter Golf Club  
22 LLC acquired through the purchase and sale  
23 agreement?

24 A. I'd rather have David Cohen speak  
25 exactly to the membership agreements. He was

1 E. Trump

2 much closer to them than I was. But I think  
3 the answer would be yes.

4 But why don't you ask David any  
5 questions regarding membership agreements  
6 because he really spearheaded this.

7 Q. Topic 6. The allegations in  
8 paragraphs 55 and 56 of the First Amended  
9 Complaint, which -- I don't have the First  
10 Amended Complaint as an exhibit, but I will  
11 just represent to you that those paragraphs  
12 relate to the \$50 million cap on Jupiter Golf  
13 Club LLC's assumption of the deposit refund  
14 obligation.

15 You are aware that that cap exists;  
16 right?

17 A. I am. Of course I am. Sure.

18 Q. How did that -- how was it that  
19 that cap came to be part of this purchase and  
20 sale agreement?

21 A. I don't remember specifics, but I  
22 think any time you take on a liability,  
23 clearly you want to state what that liability  
24 is, right? You don't want to just have, you  
25 know, no number in there, no figure.

1 E. Trump

2 I think that cap very much  
3 represents the total of the membership  
4 liability outstanding at that point. And I  
5 think that was its intended purpose.

6 Q. Is Jupiter Golf Club LLC aware of  
7 whether there was any cap on RBF's refund  
8 obligations in the membership agreements?

9 A. I don't know but I am not sure how  
10 relevant it is. If anything above that  
11 \$50 million, from my recollection -- and you  
12 can certainly go back and ask David Cohen  
13 this question because he was very integral in  
14 the drafting -- but it was Ritz-Carlton's  
15 obligation.

16 So, I don't think it matters from a  
17 member's perspective. I think we were going  
18 to cover that amount, and that amount was  
19 going to get drawn down as obviously you paid  
20 people back and people opted in, which worked  
21 very successfully.

22 Any figure above that number was  
23 going to be Ritz-Carlton's obligation. And  
24 so, to me, that doesn't slight a member at  
25 all. It's just a division point.



1 E. Trump

2 Q. Topic 7, "Identification and  
3 explanation of all documents, including all  
4 documents produced by Trump which reflect  
5 actions taken by Ritz to ascertain Trump's  
6 financial condition and ability to satisfy  
7 the refund obligations defined in section  
8 1.61 of the purchase and sale agreement."

9 Now, the reference to Trump there  
10 in topic 7 is Trump as defined in this  
11 deposition notice, which Trump -- we referred  
12 in the deposition notice, Trump means Jupiter  
13 Golf Club LLC, not the Trump organization or  
14 any other Trump entity.

15 I think you have already testified  
16 about financial statements having been  
17 provided, and I have asked you to identify  
18 documents. I think you have indicated that  
19 as you sit here right now you are not able to  
20 identify the specific financial statements or  
21 other documents that were produced that are  
22 responsive to topic number 7. Is that right?

23 A. It is not about what was produced.  
24 It is about the manner in which they looked  
25 at those financial documents.

1 E. Trump

2 They came into our offices, they  
3 looked at our corporate financial statements.  
4 We have to separate Trump from, you know,  
5 Jupiter Golf Club. But they did look at our  
6 financial documents. So, I can't tell you if  
7 documents were produced. I don't believe  
8 they were. Maybe I am incorrect and we can  
9 get to the bottom of that point.

10 But I am telling you that financial  
11 statements were in fact looked at. I am also  
12 telling you that I firmly believe, and I have  
13 also been proven to be correct over the last  
14 four years, that all obligations under these  
15 documents, the membership plan, everything we  
16 inherited have been fully, you know -- we  
17 have fully committed to and quite frankly we  
18 have done a great job with.

19 You know, the refund system is  
20 working. When people are due refunds they  
21 have been getting refunds. We have been --  
22 you know, we have been upholding our end of  
23 that bargain and I am very, very comfortable  
24 that Jupiter Golf Club will continue to do  
25 that.

1 E. Trump

2 I just don't know how much clearer  
3 I could be on those points given that we  
4 spoke about them for a half an hour. But we  
5 have been upholding, we will continue to  
6 uphold and we have done a great job  
7 upholding. There is nothing even remotely  
8 that has ever been done or said that would  
9 indicate anything otherwise.

10 Q. Earlier in your testimony you  
11 indicated that you or Jupiter Golf Club LLC,  
12 understood that some members -- this is back  
13 in the context of the December 17, 2012,  
14 letter -- that some members didn't think it  
15 was fair that someone could join the club and  
16 the next day resign their membership?

17 A. I'd say the vast majority of  
18 members felt that -- current members at the  
19 time thought that was, "A," a practice rarely  
20 seen in the golf industry, something they had  
21 never seen, and highly unfair. Yes.

22 Q. That leads to my next question,  
23 which is, to Jupiter Golf Club's knowledge  
24 did that ever happen during RBF's operation  
25 of the club, that someone joined the club and

1 E. Trump

2 the next day resigned their membership?

3 A. I believe that did happen. And you  
4 can certainly ask RBF that question, but I  
5 very much believe it did happen.

6 Q. Was that because of due diligence  
7 you did prior to closing on the purchase and  
8 sale agreement that you believe that, or how  
9 is it Jupiter Golf Club came to believe that  
10 some people joined the Ritz-Carlton Golf Club  
11 and Spa Jupiter and then resigned the very  
12 same day?

13 A. I think because it was a running  
14 joke with the members, how could you commit  
15 to join a golf club and then resign four  
16 minutes later?

17 Q. So you have heard these running  
18 jokes with members?

19 A. Call it jokes, call it in  
20 conversation, but that's certainly what we  
21 were led to believe, and I believe that to be  
22 the case.

23 Q. And hearing that, hearing members  
24 state that people join the club and resign  
25 four minutes later, you understood that to

1 E. Trump

2 mean literally what was said. Correct?

3 A. I don't know what I meant -- I  
4 don't know what I understood it to mean. I  
5 think it was a common practice that people  
6 were joining the club and then resigning  
7 almost immediately to be put on the  
8 refundable list. That's what I understood it  
9 to mean.

10 Q. Earlier in your testimony you  
11 indicated that a reason or a big reason the  
12 club was in a hole was because of the  
13 refundable deposit obligation. Correct?

14 A. I did, yes.

15 Q. Would you agree that the right to a  
16 refundable deposit was a right that members  
17 had under the existing RBF membership  
18 agreements?

19 MR. RUSSOMANNO: Form.

20 A. Let me say two things. I think the  
21 reason the club was in the hole was, "A," it  
22 was a bad economic time. "B," refundability.  
23 "C," I think there were some shortcomings in  
24 terms of the golf course in terms of the  
25 physical asset.

1 E. Trump

2 "B," I think a lot of the  
3 membership lacked spirit. And I think there  
4 were another host of reasons. So that is all  
5 correct, yes.

6 Q. With respect to this one reason,  
7 the refundable deposit, you would agree that  
8 members --

9 A. One of many, many, yes. But yes.

10 Q. The right to a refundable deposit  
11 was a right given to them under the RBF  
12 membership agreements. Correct?

13 A. And a right that we have  
14 categorically upheld. Yes.

15 Q. And the right to a refundable  
16 deposit was a right members had under the  
17 existing RBF membership plan. Correct?

18 A. Correct.

19 Q. And would you agree that the right  
20 of members under the RBF membership  
21 agreements and membership plan was a fact  
22 that enticed members to join the Ritz-Carlton  
23 Golf Club and Spa?

24 MR. RUSSOMANNO: Form.

25 A. No, I don't think so at all. Is it

1 E. Trump

2 a fact that -- no. You join a golf club  
3 because you want to play golf. You join a  
4 golf club because you want your kids to be  
5 able to swim in a pool.

6 You don't join a golf club because  
7 the money that you put into that golf club  
8 when you join is going to be paid back to you  
9 at a later date. It is not why you do that.  
10 If you want a return on your investment you  
11 go invest in the stock market. You don't...

12 You join a golf club because you  
13 want to have a quality of life and want a  
14 place for your kids to grow up and a place to  
15 go with your wife for dinner and drink wine.  
16 You are not joining a golf club because you  
17 want a refund in X number of years when it  
18 comes due based on some thick document. So,  
19 I would categorically disagree.

20 Q. Would Jupiter Golf Club LLC agree  
21 that for Ritz-Carlton Golf Club and Spa  
22 members who had paid refundable deposits,  
23 that they had an expectation that their  
24 deposit would remain refundable?

25 MR. RUSSOMANNO: Form.

1 E. Trump

2 A. Yes, and it has remained refundable  
3 and we have very much honored the  
4 refundability of those people who chose not  
5 to opt in to the club.

6 Q. In discussing the December 17,  
7 2012, letter sent by Donald Trump on behalf  
8 of Jupiter Golf Club LLC previously, you  
9 identified a statement made in the letter and  
10 described it as a statement of passion.  
11 Right?

12 A. Statement of passion. Absolutely.

13 Q. That was a statement referencing  
14 that the club owner did not want people to  
15 use the club facilities and did not want  
16 their money. And you indicated through your  
17 testimony that Jupiter Golf Club did not act  
18 consistent with that statement. Correct?

19 A. No, I am not saying that at all --  
20 well, I am saying that it acted very  
21 consistent with the status quo of the club  
22 all along. We had the absolute right to  
23 choose to go in that direction. I think  
24 after looking at it and looking at how the  
25 club had always been run, we decided not to



1 E. Trump

2 go that route and we decided to maintain the  
3 status quo.

4 Our membership agreements give us  
5 the absolute right to have changed that. We  
6 could have very well have done that. We are  
7 able to make those modifications under the  
8 membership documents. We chose not to do so.  
9 And it very much was a statement of passion  
10 that, you know -- in that context,  
11 100 percent.

12 Q. So the club chose not to go in the  
13 direction of the statement of passion.  
14 Correct?

15 A. Correct. It chose to maintain what  
16 the club had always done previously, which  
17 has worked out tremendously, I think, well  
18 for all members and people in that all  
19 refunds have been honored and a tremendous  
20 amount of people have come off that list.

21 And quite frankly, without us being  
22 there -- I have said this before and will say  
23 it until I am blue in the face. Without us  
24 being there I wouldn't be surprised if no one  
25 received their refund and the doors to this

1 E. Trump

2 asset were closed.

3 Q. So given that the Jupiter Golf Club  
4 chose to not follow this statement-of-passion  
5 direction, did the club, after December 17,  
6 2012, did it send any subsequent letter to  
7 club members clarifying that?

8 A. I don't believe we did. I don't  
9 think we had to. This isn't a binding,  
10 signed agreement. We have the absolute right  
11 to have gone in either direction. And again,  
12 we decided to maintain the status quo of what  
13 had always been done at the asset, which  
14 seemed to have worked well.

15 Q. After December 17, 2012, did  
16 Jupiter Golf Club send any letter or other  
17 communication to club members advising them  
18 that members on the resignation list would  
19 continue to have access to club facilities?

20 A. I don't know. Probably not. I  
21 don't think we had to send such letter. We  
22 are following the membership agreements by  
23 the letter of the law and had every  
24 opportunity to amend, to change them as we  
25 saw fit even though we chose not to.

1 E. Trump

2 Q. Despite the statement of passion in  
3 the December 17th letter, Jupiter Golf Club  
4 actually did want to continue to receive dues  
5 payments from members who remained on the  
6 resignation list. Correct?

7 A. We had every right to do so.  
8 Absolutely. In fact the documents clearly  
9 state that a resigned member is still  
10 required to pay membership dues. It's clear  
11 in there. Nothing else that needs to be  
12 said.

13 Q. Surprisingly, I have another  
14 question.

15 A. I love them.

16 Q. After December 17, 2012, did  
17 Jupiter Golf Club LLC send any letter or  
18 other communication to club members advising  
19 them that you did seek to collect ongoing  
20 dues from them?

21 A. It had always been done in the  
22 past. Why would we need to send a letter if  
23 that was standard practice at that point?

24 Q. Well, because following the  
25 statement of passion that you discussed --

1 E. Trump

2 A. It is not an amendment to a  
3 document. It is a letter that came out of a  
4 preliminary meeting. I think we are very  
5 much grasping at straws at this one.

6 We maintained what had always been  
7 done in the previous -- how many years? Ten  
8 years that the club had run. We didn't  
9 change our policy, we didn't change a  
10 procedure, we didn't change how it was  
11 billed. I don't think any follow-up needed to  
12 be made.

13 And quite frankly, as I said  
14 before, under the membership agreements --  
15 you know them as well as I do -- we have  
16 every right to make any change that we want  
17 in policies, procedures, at the club's sole  
18 discretion. We didn't, and I want to  
19 emphasize that again. We didn't make any  
20 change to what had happened before. We had  
21 the ability to; we didn't.

22 So, I think I have really beaten  
23 that question to death. I think I have been  
24 pretty clear.

25 Q. Your last answer actually came

1 E. Trump

2 without me asking a question so I will try to  
3 finish my question now, again just so we have  
4 a clear record so I know that your testimony  
5 is responsive to a particular question and  
6 not what you anticipated my question would  
7 be.

8 That is, to confirm, if I  
9 understand your testimony correctly, that  
10 Jupiter Golf Club LLC did not send any letter  
11 or communication to club members after  
12 December 17, 2012, advising them that they  
13 did in fact intend to collect ongoing dues  
14 even though they were on the resignation  
15 list?

16 A. Not that I recall.

17 Q. In talking about access to the club  
18 facilities post December 17, 2012, I think  
19 that you indicated earlier in your testimony  
20 that if any club members were denied access  
21 to club facilities, the reason was that they  
22 were significantly delinquent in paying their  
23 dues and not because they remained on the  
24 resignation list. Right?

25 A. Correct. Well, let me answer this

1 E. Trump

2 way. We -- if you were -- if you had paid  
3 your dues in full, you absolutely had access  
4 to the facility. If you were like the  
5 plaintiffs in this case, who owe hundreds of  
6 thousands of dollars, your clients, one of  
7 which owes \$81,000, clearly you don't have  
8 access to a facility.

9 In any world, you have to pay if  
10 you want to use something that is not yours.  
11 Your clients failed to do that, and it  
12 wouldn't be surprising if they didn't have  
13 access to this facility. But any dues-paying  
14 member in good standing clearly has access to  
15 this facility.

16 And the club is thriving and those  
17 members are enjoying it, meaning the members  
18 who followed the letter of the law and did  
19 what they were supposed to do.

20 Q. Which of the plaintiffs owes  
21 \$81,000?

22 A. Oh, one of them. I don't know the  
23 name. I saw it in -- I know one of them owes  
24 \$81,000.

25 Q. Do you know if any of the

1 E. Trump

2 plaintiffs were delinquent on dues before  
3 December 17, 2012?

4 A. I don't, but I could very easily  
5 find out. I believe they were but I could  
6 easily find out for you. I don't want to  
7 speculate.

8 Q. My suggestion is, why don't we ask  
9 Mr. Trump to find out the answer to that, who  
10 if anyone was delinquent as of December 17,  
11 2012, and which of the plaintiffs Jupiter  
12 Golf Club contends owes \$81,000. When we  
13 come back from that break I will have a few  
14 questions and then --

15 A. It's going to take us a little  
16 while to find out. I would have to call  
17 operational teams on the ground. I'm not  
18 going to find out in a five-minute break.

19 MR. RUSSOMANNO: For the record,  
20 that was not a specific question or topic in  
21 regards to what he was assigned to be here  
22 testifying to so we would object to the end  
23 of this deposition being contingent upon your  
24 request.

25 Obviously, if you want to look at

1 E. Trump  
2 the documentation, propound additional  
3 discovery on an issue, we will be happy to  
4 respond to it. That is the easiest way to  
5 resolve it.

6 Q. Your understanding is that one or  
7 more of the plaintiffs was delinquent on  
8 their payment of dues as of December 17,  
9 2012. Correct?

10 A. My understanding is the plaintiffs  
11 are majorly delinquent in the payment of dues  
12 in the tune of many, many, many thousands of  
13 dollars, actually hundreds of thousands of  
14 dollars. Yes.

15 Q. You say "the plaintiffs." I want  
16 to make sure we are referring to the same  
17 people.

18 The plaintiffs in the lawsuit are  
19 the three people that we represent presently.

20 A. Correct.

21 Q. Norman Hirsch, Ralph Willard and  
22 Matthew Dwyer. Jupiter Golf Club LLC  
23 contends that those three individuals are  
24 delinquent many thousands of dollars of dues  
25 to Jupiter Golf Club LLC as of this moment?



1 E. Trump

2 A. That's correct.

3 Q. So my question is, which if any of  
4 those plaintiffs was delinquent in dues to  
5 Jupiter Golf Club as of December 17, 2012?

6 A. I told you before, I can find out  
7 and am happy to find out and can do so  
8 through the appropriate channels.

9 Q. Do you know if any of the  
10 plaintiffs, Mr. Hirsch, Dwyer or Willard,  
11 were current on dues as of December 17, 2012,  
12 and first became delinquent after that date?

13 A. I think I can, again, get an answer  
14 to that question. We can do so in the  
15 appropriate channels. I don't know these  
16 details off the top of my head. There are  
17 700 members at this club. There are very few  
18 that are now outstanding, but there are 700  
19 members of the club and I don't know all the  
20 details of our membership.

21 Q. There are 150 golf -- strike that.

22 There are 150 club members who are  
23 on the club's resignation list and refused to  
24 sign the Trump legacy addendum. Correct?

25 A. I don't know the numbers off the

1 E. Trump

2 top of my head.

3 Q. If I showed you a list produced by  
4 your attorneys of 150 people who were  
5 identified as being the club members who are  
6 on the resignation list and did not sign a  
7 legacy addendum, do you know if you would be  
8 able to confirm whether or not that  
9 information is correct?

10 A. I probably wouldn't be able to  
11 because people sign settlement agreements all  
12 the time. People are paid back refunds  
13 weekly. So, that's a list that regularly  
14 moves.

15 And I would suspect, since the time  
16 of that list -- I am guessing. I don't know  
17 how recently it was sent, but I would imagine  
18 that many more people were paid their refunds  
19 in due course to the letter of the law of the  
20 agreement and our obligations.

21 Q. So --

22 A. I say this again: The system is  
23 working and the refunds are absolutely  
24 current. And so we could easily produce a  
25 list, and the number is what it is.

1 E. Trump

2 Q. The list that was produced was  
3 produced to us in November of 2014 and  
4 identified 150 people. Does that sound right  
5 to you, that that was the approximate number  
6 of people who were on the resignation list  
7 and refused to sign a legacy addendum?

8 A. Again, I don't want to speculate.  
9 I'd say the number now is substantially lower  
10 because many people have been paid out in the  
11 due course of refunds.

12 Q. What is your understanding, if any,  
13 of what the present number is of club members  
14 who are on the resignation list and have  
15 refused to sign a legacy addendum?

16 A. I wouldn't be able to tell you. We  
17 would have to find the list, produce it. It  
18 would be an easy thing to do.

19 Q. You'd agree that a club membership  
20 allows a member access to club facilities.  
21 Correct?

22 A. Not necessarily. I think in -- I  
23 think that question is really dictated by the  
24 documents. There are certain clubs,  
25 including this one, where I don't think, if

1 E. Trump

2 they are on the resignation list and paying  
3 dues, that they have the express right to use  
4 a facility.

5 I think it's not worth me  
6 speculating that issue. I very much think  
7 that you need to look at the respective  
8 membership agreements and see what they say.

9 Q. And whether a member was on a  
10 resignation list or not, Jupiter Golf Club  
11 LLC allowed club members to use club  
12 facilities since December 17, 2012?

13 A. That's my recollection. I have  
14 said it before, assuming that they were  
15 dues-paying members in good standing.

16 Q. You would agree that if a  
17 dues-paying member --

18 A. I don't think we have an  
19 obligation, but we very much have, yes.

20 Q. Would Jupiter Golf Club agree that  
21 if a dues -- that if Jupiter Golf Club denied  
22 access to the club facilities to a  
23 dues-paying member on the resignation list,  
24 that that would be a termination of their  
25 membership?

1 E. Trump

2 A. Incorrect. I didn't say that at  
3 all. I said that that situation would be  
4 governed by the membership documents. And  
5 it's very clear what they say. You can read  
6 them as well as I can. And we can go back  
7 and look for exactly that and see what it  
8 says.

9 Again, I don't want to speculate.  
10 This is drawn out very, very clearly in a  
11 host of documents.

12 MR. LEHRMAN: Give me a minute.

13 (Pause.)

14 MR. LEHRMAN: Thank you.

15 THE WITNESS: You are welcome.

16 Thank you.

17 MR. LINSKOTT: Mr. Trump, I have a  
18 few, a very few number of questions.

19 (Discussion held off the record.)

20 EXAMINATION BY

21 MR. LINSKOTT:

22 Q. You referred earlier to the fact  
23 that Trump -- Jupiter Golf Club LLC is a  
24 special purpose entity. How do you define  
25 that term?

1 E. Trump

2 A. Special purpose entity?

3 Q. Yes.

4 A. I think it is an entity that you  
5 put an asset in for the sake of housing that  
6 asset. There is only one asset within that  
7 entity and that is the golf club at Jupiter.

8 Q. When Jupiter Golf Club LLC closed  
9 on the purchase of the Ritz-Carlton club  
10 facilities for \$5 million did it have that  
11 money available to it or was it loaned that  
12 money or had that money transferred to it by  
13 somebody higher up in the corporate chain?

14 A. I don't know the answer to that  
15 question.

16 Q. Who is at the end of the corporate  
17 chain? What is the top level company? You  
18 refer to "the Trump organization." Is there  
19 actually a company called The Trump  
20 Organization?

21 A. The Trump organization is a  
22 conglomerate of companies -- not a direct  
23 conglomerate. It's just a lot of entities  
24 under the Trump organization, single purpose  
25 entities under the Trump organization that

1 E. Trump

2 represents Trump.

3 Q. What is the corporation up at the  
4 top? What's the parent corporation of all  
5 those, either directly or indirectly?

6 A. I don't know. I can get you the  
7 exact structure.

8 Q. You would agree that there is a  
9 corporation at the top? If you had an  
10 organizational chart, the other companies  
11 would flow down from a top tier company?

12 A. Not always, actually. I don't  
13 believe that is the case. But I can get the  
14 exact organizational chart.

15 Q. In any event, when you are talking  
16 about the Trump organization you are talking  
17 about this amalgamation of companies that do  
18 various and sundry things under the Trump  
19 umbrella?

20 A. No. Wrong. I think when I speak  
21 about the Trump organization I am talking  
22 about our company or family. We are not  
23 Microsoft, we're not Google, we're not or  
24 Ingersoll Rand. We are a family. And when  
25 we refer to our business entities, we refer

1 E. Trump

2 to -- we speak theoretically, micro, about  
3 the Trump organization.

4 Q. That is what --

5 A. It owns a lot of golf courses, it  
6 owns a lot of hotels. And that very much --

7 Q. That is what I am trying to figure  
8 out is what is what is the company that is at  
9 the pinnacle of that Trump --

10 A. I can get you the exact flowchart  
11 for the organization.

12 Q. Jupiter Golf Club LLC is a limited  
13 liability corporation. Do you know who its  
14 members are?

15 A. I would imagine, my father  
16 primarily.

17 Q. Do you know whether the members  
18 might be other corporate entities, or you do  
19 not know the answer?

20 A. I do not know the answer but I can  
21 fairly accurately speculate that no.

22 Q. Let's use your term --  
23 (Brief interruption).

24 THE WITNESS: I do not know the  
25 answer.



1 E. Trump

2 Q. Using your overall term "Trump  
3 organization," the Trump organization, when  
4 it has these various special purpose  
5 entities, somebody within that organization  
6 determines whether monies should be given to  
7 one of those special purpose entities for a  
8 need that that entity has?

9 A. Correct.

10 Q. And how is that decision made from  
11 time to time when it is apparent that one of  
12 the special purpose entities might need funds  
13 for its operations or capital expenditures,  
14 et cetera? How is that decision made?

15 A. It is a decision made by the  
16 executives of really, you know, us. Family.

17 Q. You, your father, others?

18 A. Really my father. The buck stops  
19 at him, and really myself.

20 Q. Do you know what metrics that your  
21 father uses in deciding whether or not to  
22 fund one of those special purpose entities?

23 A. If he gets excited and he wants to  
24 build a ballroom, he goes out and he builds a  
25 ballroom; right? Again, it is a family

1 E. Trump

2 company. If we want to do something, we  
3 transfer money and we ultimately do it.

4 And by the way, I should say, you  
5 know, this asset, unlike when we bought it,  
6 is doing very, very well. And so it's very  
7 rare that we have to transfer any money in.

8 Q. Do you know whether or not RBF, LLC  
9 was also a special purpose entity?

10 A. I do not. You would know that much  
11 better than I would.

12 Q. Did you do any investigation of  
13 what RBF LLC's ability was to repay  
14 membership deposits other than from receipt  
15 of a new member coming in and buying a new  
16 membership?

17 A. Well, I think RBC LLC never really  
18 had to refund any members to my  
19 understanding. Most of that obligation was  
20 on us. There were limited carve-outs to  
21 that.

22 But to answer your question, I  
23 think no different than I said about  
24 ourselves and no different than I said about  
25 you before. I think Ritz' parent, no

1 E. Trump

2 different than when we talk about Trump  
3 parent, is a great company, an amazing  
4 company, and you guys have done a phenomenal  
5 job. I would believe that a company like  
6 Ritz would have the wherewithal to live up to  
7 your obligations. And I believe on a  
8 personal and moral standpoint, I think you  
9 would.

10 Q. Do you have any reason to believe  
11 that the Ritz organization or the Marriott  
12 organization that is on top of RBF would make  
13 its decisions whether to fund a special  
14 purpose entity any differently than the Trump  
15 organization would make its decision?

16 A. Honestly, this isn't an elusive  
17 answer. I just don't know how you work  
18 internally so it is a little tough for me to  
19 say. Could it be yes? Could it be no? It  
20 is tough, not knowing how you guys run.

21 Q. I would like to have you take a  
22 look at the purchase and sale agreement,  
23 Exhibit 34 which I hope you still have in  
24 front of you.

25 A. Sure.

1 E. Trump

2 Q. I am going to give you an internal  
3 page number rather than Bates number because  
4 I think mine are different than you.

5 Turn to page 27 and 28 in section  
6 8.9.

7 A. Right. Bates 3206.

8 Q. Your Bates number is different than  
9 mine. That is the reason I am giving  
10 internal page numbers.

11 A. Yes.

12 Q. Look at page 28. It is a very long  
13 paragraph but I am going to pick out a  
14 sentence and I am going to read it to you.  
15 The sentence is going to begin, oh, maybe  
16 about halfway down on that first paragraph  
17 that starts at the top of page 28 with the  
18 words "notwithstanding anything to the  
19 contrary."

20 Are you with me?

21 A. Yes. Go ahead.

22 Q. That sentence reads,  
23 "Notwithstanding anything to the contrary  
24 Purchaser --" and that is Trump, Jupiter Golf  
25 Club LLC, correct, the purchaser?

1 E. Trump

2 A. Yes.

3 Q. "Purchaser is not assuming an  
4 obligation to repay any club member's  
5 refundable deposit in excess of the refund  
6 obligations (i.e. in accordance with the  
7 limitations described in the definition of  
8 refund obligations in section 1.62) or refund  
9 obligations in an aggregate amount in excess  
10 of \$50 million in each case less all amounts  
11 from time to time paid, exchanged, forgiven  
12 or otherwise validly expunged with respect to  
13 such refund obligations."

14 Did I read that truthfully?

15 A. You did, absolutely.

16 Q. Do you have any knowledge, either  
17 at the time that the purchase and sale  
18 agreement was signed or subsequent to the  
19 time that Jupiter Golf Club LLC assumed the  
20 refund obligations, that any of those refund  
21 obligations at the time of the closing of the  
22 sale exceeded \$50 million?

23 A. No, I don't believe they did. I  
24 think that is one of the reasons the  
25 \$50 million was set at that number, albeit I

1 E. Trump

2 think as a purchaser coming in you can never  
3 quite know the entire universe. I think that  
4 is one of the reasons that a number was put  
5 in there.

6 So, no. To answer your question, I  
7 don't think we knew of anything that exceeded  
8 that number. But I think that number was put  
9 in there in the event that something did  
10 exceed that number.

11 Q. It was put in there as a protective  
12 device; correct?

13 A. I would say that would be correct.  
14 Honestly, I think it is most fair to ask the  
15 question of David Cohen because he is the  
16 lawyer who wrote this language. But  
17 fundamentally I would say that is probably  
18 right.

19 Q. And you have been personally  
20 involved in the operation of the Trump  
21 National Jupiter since the acquisition  
22 occurred?

23 A. I have, and I am very proud of  
24 where we are. Yes.

25 Q. And in that capacity you have not

1 E. Trump  
2 learned any information that would indicate  
3 to you that the amount of the refund  
4 obligations that Trump -- excuse me. That  
5 Jupiter Golf Club LLC assumed was greater  
6 than \$50 million. Correct?

7 A. I can't speak for the entire team.  
8 There is obviously a lot of people involved  
9 in something like that on a property level.  
10 But me personally, not yet, no.

11 MR. LINSOTT: Thank you. No  
12 further questions.

13 MR. LEHRMAN: Thank you.

14 MR. RUSSOMANNO: Let me confirm a  
15 couple things, Mr. Trump. Five questions and  
16 we are done.

17 EXAMINATION BY

18 BY MR. RUSSOMANNO:

19 Q. Jupiter Golf Club LLC has not  
20 recalled any memberships. Correct?

21 A. Correct, it has not recalled any  
22 memberships.

23 Q. Jupiter Golf Club LLC has not  
24 terminated anyone's memberships. Correct?

25 A. Correct. We have not terminated

1 E. Trump

2 any membership or class of membership.

3 Q. Jupiter Golf Club LLC has not  
4 changed any categories of anyone's  
5 membership; correct?

6 A. Categories have remained totally  
7 the same.

8 Q. I want to conclude here. You still  
9 have full golf memberships at the club;  
10 right?

11 A. Yes, we have full golf memberships  
12 at the club and people love this club.

13 Q. You still have fractional golf  
14 memberships at the club; right?

15 A. A big portion of our use is based  
16 on fractional members. And they're  
17 fantastic. Yes.

18 Q. You still have social/spa  
19 memberships as well?

20 A. Spa has been great. We spent a lot  
21 of money in there. They love the spa. Yes,  
22 we still have spa memberships.

23 MR. RUSSOMANNO: No further  
24 questions.

25 MR. LEHRMAN: I have some questions



1 E. Trump

2 in response to Mr. Russomanno's.

3 EXAMINATION BY

4 MR. LEHRMAN:

5 Q. A few brief questions in response  
6 to Mr. Russomanno's questions and then we'll  
7 be done.

8 You just, in answering  
9 Mr. Russomanno's questions, indicated that  
10 Jupiter Golf Club did not change any  
11 membership categories. Correct?

12 A. Correct.

13 Q. Before Jupiter Golf Club's  
14 acquisition of the club, there was a full  
15 golf membership with refundable deposit,  
16 there was a fractional golf membership with  
17 refundable deposit and a social/spa  
18 membership with refundable deposit. Correct?

19 A. Sure.

20 Q. Now, after Trump -- after Jupiter  
21 Golf Club acquired the club, through the  
22 Trump legacy addendum and other club  
23 documents created by Jupiter Golf Club, there  
24 was this opt-in/opt-out choice given to  
25 members that we discussed previously.

1 E. Trump

2 Correct?

3 A. An option given to members. Yes.

4 Q. Was there an opt-in membership  
5 category that existed before Jupiter Golf  
6 Club's acquisition of the club?

7 A. They have the exact same benefits.  
8 It was an option given to the golf members.  
9 You could either do it or you could not do  
10 it, and a lot, the vast, vast majority chose  
11 to do it.

12 That's not terminating a  
13 membership. That's not changing anything.  
14 That's giving the member an option, in return  
15 for something else, to do something.

16 Q. Jupiter Golf Club would agree that  
17 the option to opt in did not exist before  
18 December 17, 2012. Correct?

19 A. Correct. The option to opt in did  
20 not exist at that point. But I would also  
21 say the option to opt in changed absolutely  
22 nothing. It didn't change membership  
23 categories. And by the way, it didn't change  
24 the rights that all the people who had  
25 resigned prior to our involvement of this

1 E. Trump

2 club, which is the vast majority of  
3 individuals that we are talking about right  
4 now because the vast majority of other  
5 individuals opted into the program -- it  
6 didn't change any rights that they had.

7 Q. Well, the option to opt in that was  
8 offered to club members starting December 17,  
9 2012, offered opt-in club members the right  
10 to have their dues remain at the same amount  
11 for three years. Correct?

12 A. It was actually -- it allowed them  
13 to get a discount for a three-year period of  
14 time, yes.

15 Q. The opt-in option offered to club  
16 members beginning December 17, 2012, provided  
17 opt-in members the right to have playing  
18 privileges at other Trump golf properties.  
19 Correct?

20 A. It very much did.

21 Q. Those rights that discounted dues  
22 for three years and to have playing  
23 privileges at other properties, those rights  
24 did not exist to club members before  
25 December 17, 2012. Correct?

1 E. Trump

2 A. I didn't have to give the rights to  
3 play other Trump properties to every member.  
4 We gave people an option: Would you like a  
5 discount? Would you like the right to play  
6 other Trump properties? And the overwhelming  
7 amount took it.

8 Trump wasn't involved when most of  
9 these people resigned. How could you have  
10 given somebody an option before we were even  
11 there to give an option? It is a very  
12 circular question.

13 But either way, we had the absolute  
14 right under the membership agreements to do  
15 so, and in no way did it change a member's  
16 privileges within the club.

17 Q. And -- well, it gave them  
18 additional privileges outside the club.  
19 Correct?

20 A. It gave them the ability to play  
21 our other clubs. Yes.

22 Q. The opt-out option, which was only  
23 available to club members beginning  
24 December 17, 2012, imposed on club members an  
25 increase in annual dues. Correct?

1 E. Trump

2 A. It was an increase very  
3 commensurate with the market. In fact, if  
4 you look at the Bear's Club right across the  
5 street and you look at Frenchman's Creek and  
6 you look at many of the other clubs in the  
7 market, it is very, very, very much in line  
8 with those.

9 So, it is not an increase that  
10 otherwise wouldn't have been done. It is an  
11 increase that is commensurate with market.  
12 And we gave a discount off of that to any  
13 member who opted in. Absolutely.

14 And by the way, we have the  
15 absolute right to increase dues and we have  
16 the absolute right to allow reciprocity at  
17 our other clubs at our total discretion.

18 Q. And someone who was a golf club  
19 member before December 17, 2012, after  
20 December 17, 2012, you couldn't just be a  
21 golf club member; you had to be either a golf  
22 club member opt-in or a golf club member  
23 opt-out; correct?

24 A. I think it is a misleading  
25 statement. After the date of that letter you

1 E. Trump

2 could either continue to do what you have  
3 always done, not penalized in any way, your  
4 membership 100 percent unaffected, or you  
5 could opt into a program and you could get  
6 reciprocity at our other clubs.

7 We weren't terminating any rights,  
8 we weren't limiting any rights, we weren't  
9 changing what they had always had at this  
10 club. We were simply giving all members an  
11 option. And when you go back and you look at  
12 the numbers, the vast majority took the  
13 option that we were giving them. And I am  
14 very, very proud of that.

15 Q. If a member did nothing with  
16 respect to the opt-in/opt-out option the club  
17 treated them as an opt-out. Correct?

18 A. If they did not sign the membership  
19 addendum, they were treated as they had been  
20 all along. There was no difference between  
21 the way that they were treated and how they  
22 were under the Ritz plan.

23 If they opted in, they got to use  
24 other facilities in the Trump portfolio and  
25 they got a slight discount of dues. I also

1 E. Trump

2 think they were committed to cleaning up the  
3 problems that existed at this club prior.

4 Q. For club members who did not sign a  
5 legacy addendum and an amendment to the  
6 membership agreement by December 31, 2012,  
7 they were treated as having selected the  
8 opt-out option. Correct?

9 A. They were treated no different than  
10 they had always been treated before. They  
11 had full use of the club, they had full  
12 privileges. They were a full golf member  
13 exactly consistent with the membership rules  
14 and regulations.

15 Q. So the December 17, 2012, letter  
16 states that people who do not sign the form  
17 by December 31st and return it to the club  
18 will be deemed to have opted out. Correct?

19 A. Will have been deemed to maintain  
20 the status quo, yes. If you have not opted  
21 in, you were just maintaining the status quo  
22 of your membership as it always existed.

23 Yes. Those who did not sign by a  
24 certain date just maintained their normal,  
25 standard membership at the club.

1 E. Trump

2 Q. When you say their normal  
3 membership or status quo, by that, in terms  
4 of opt in and opt out, you are referring to  
5 opt out; correct?

6 A. Yes. The people who opted out  
7 maintained what they had always maintained  
8 prior to our acquisition of the club, which  
9 is full use of the golf facilities, full use  
10 of the pool and food and beverage. No  
11 difference at the club is made in between the  
12 two sets of members.

13 Q. And going forward, after  
14 December 17, 2012, Jupiter Golf Club did not  
15 sell any memberships with refundable  
16 deposits. Correct?

17 A. Correct. The refundability is one  
18 of the issues that this club had. We were  
19 very, very fortunate to be able to solve that  
20 issue. I think the members have praised us  
21 for being able to do so.

22 We have a club that, as I have said  
23 many times in this conversation, is honoring  
24 all refundability, is paying out on a regular  
25 basis. The lists are 100 percent up to date,



1  
2 and we are very, very proud of that. And we  
3 have a club that is now vibrant and  
4 successful and I couldn't be happier with  
5 where we are right now.

6 If we hadn't come in, I fully  
7 believe that no one would have been paid out,  
8 anybody, and this club would cease to exist  
9 in its current form.

10 MR. LEHRMAN: Thank you. You will  
11 read or waive.

12 MR. RUSSOMANNO: We will read.  
13 Thank you very much.

14 THE VIDEOGRAPHER: Now off the  
15 record. The time on the video monitor is  
16 11:48 a.m.

17 (Time noted: 11:48 a.m.)  
18  
19

20 Subscribed and sworn to  
21 before me this day  
22 of , 2015.  
23

24 Notary Public  
25

C E R T I F I C A T I O N

I, DEBRA STEVENS, a Registered Professional Shorthand Reporter and notary public, within and for the State of New York, do hereby certify:

That ERIC F. TRUMP, the witness whose examination is hereinbefore set forth, was first duly sworn by me, and that transcript of said testimony is a true record of the testimony given by said witness.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this            day of            , 2015.



DEBRA STEVENS, RPR-CRR

DEPOSITION ERRATA SHEET

Our Assignment No.: 292276

Case Caption: Hirsch et al. v. Jupiter Golf

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

\_\_\_\_\_  
ERIC F. TRUMP

Subscribed and sworn to on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me.

\_\_\_\_\_  
Notary Public,  
in and for the State of

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ERIC F. TRUMP



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