

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

| | | |
|--------------------------------|---|----------------------------|
| TRUMP OLD POST OFFICE LLC, |) | |
| |) | |
| Plaintiff/Counter-Defendant, |) | |
| |) | Case No.: 2015 CA 005890 B |
| v. |) | Judge Brian F. Holeman |
| |) | |
| CZ-NATIONAL, LLC, and |) | |
| BVS ACQUISITION CO., LLC, |) | |
| |) | |
| Defendants/Counter-Plaintiffs. |) | |
| _____ | | |

MOTION FOR PROTECTIVE ORDER

Plaintiff/Counter-Defendant Trump Old Post Office LLC (“Landlord”) seeks entry by this Court of a protective order precluding CZ-National, LLC (“Tenant”) and BVS Acquisition Co., LLC (“Guarantor”) (collectively, “Defendants”) from deposing Landlord’s President, Donald J. Trump. Not only have Defendants failed to demonstrate that Mr. Trump possesses any unique, first-hand knowledge of the facts of this case that cannot be obtained from someone else associated with Plaintiff, but Defendants have also failed to comply with well-established precedent which requires that they first exhaust less intrusive means of discovery, such as interrogatories and depositions of other employees, before seeking the deposition of a high-ranking executive, such as Mr. Trump. As a result, the sole function of a deposition of Mr. Trump in this matter is to harass him.

The fundamental issue in this case is simple: did Tenant have the legal right to terminate its lease with Landlord based upon certain comments made by Mr. Trump concerning illegal immigration during a June 16, 2015 speech announcing his candidacy for President of the United States? There is no dispute that Mr. Trump made these comments. Accordingly, all that remains to be decided is whether Tenant breached the lease or had the legal right to terminate in response

to Mr. Trump's comments and the amount of damages which may be recoverable by Landlord as a result of Tenant's breach.

Landlord's counsel has explained to Defendants' counsel that because Mr. Trump previously delegated responsibility for the leasing of the property to other employees, including his son, Donald Trump, Jr., and his daughter, Ivanka Trump, both of whom Landlord has designated as having personal knowledge, Mr. Trump has had no involvement in this matter and, therefore, has no unique knowledge of the relevant facts and issues. Despite the foregoing, Defendants not only continue to insist on deposing Mr. Trump, but are not even willing to wait to see if the information they require can be obtained through less intrusive means of discovery, such as interrogatories and depositions of other employees. For all of these reasons, Landlord respectfully requests that this Court enter a protective order.

FACTUAL BACKGROUND

On February 19, 2015, Landlord entered into an agreement of sublease (the "Sublease") with Tenant for certain restaurant space (the "Premises") at the new Trump International Hotel in Washington, D.C. ("Hotel"). The Sublease required Tenant to use and occupy the Premises as a first-class restaurant. Pursuant to the Sublease, Tenant was required to submit and/or complete various plans, permits, documents, and milestones. A failure to complete or submit these various plans or milestones qualifies as an event of default.

On July 16, 2015, Tenant was scheduled to have delivered to Landlord certain construction documents. Tenant failed to deliver these documents and, despite notice of default, Tenant failed to cure. Tenant's failure breached the Sublease.

On July 17, 2015, Tenant served a letter upon Landlord purporting to terminate the Sublease. The basis for Tenant's termination was Tenant's disagreement with political

statements about illegal immigration made by Mr. Trump during a speech he made in June 2015 announcing his intention to run for President of the United States. Tenant claimed that, as of July 2015, Mr. Trump's statements in the course of his campaign rendered it "impossible" for Tenant to open and operate a successful restaurant upon the opening of the Hotel, anticipated to occur in summer 2016.

Landlord filed suit as a result of Tenant's breach on August 8, 2015, and Defendants countersued for breach of the covenant of good faith and fair dealing and breach of the letter of credit provisions of the Sublease. Thus, all the claims at issue in this suit pertain to whether Tenant breached the Sublease or had the legal right to terminate in response to Mr. Trump's comments and the quantum of damages.

The parties are currently in the early stages of discovery. Prior to seeking the deposition of anyone else, Defendants requested the deposition of Mr. Trump. There has not been a notice for the deposition of any of Landlord's other employees, although Landlord advised Defendants in a December 11, 2015 letter that at least two other witnesses, specifically, Donald Trump, Jr. (a high-ranking executive with The Trump Organization and an officer of Landlord) and David Orowitz (a high-ranking executive with The Trump Organization), had greater knowledge of the facts relevant to the case. See Exhibit A. Landlord is ready to provide these and other fact witnesses with first-hand knowledge, and/or a corporate designee, to satisfy its obligations under the Rules.

ARGUMENT

I. THE DEPOSITION OF MR. TRUMP VIOLATES PRINCIPLES GOVERNING APEX DEPOSITIONS

This Court should find good cause to enter a protective order against Defendants' "apex deposition" — a deposition of a person in the upper level management of a corporate party. Mr.

Trump is the President of Landlord and its highest ranking executive. He is also Chairman, President, and Chief Executive Officer of The Trump Organization (“Trump Org.”), the company that oversees Mr. Trump’s business ventures, including the Hotel.

Courts generally refuse to require senior executives to sit for depositions where, as here, less senior personnel can testify regarding the disputed subject matter and the senior executive has no unique knowledge that would shed any light on any disputed issue. *See, e.g., Last Atlantis Capital, LLC v. AGS Specialist Partners*, Nos. 04-C-0397, 05-C-5600, 05-C-5671, 2013 WL 4759581, at *3-6 (N.D. Ill. Sept. 4, 2013) (granting the defendants’ motion for a protective order concerning the depositions of two former high-ranking executives, noting that neither “possesses the type of unique, personal knowledge that would make their depositions appropriate [and] whatever knowledge or information they do possess generally about issues tangentially relevant to this case may be obtained (and has been obtained) from numerous other witnesses”); *accord Salter v. The Upjohn Co.*, 593 F.2d 649, 651 (5th Cir. 1979); *Bush v. Dictaphone Corp.*, 161 F.3d 363, 367 (6th Cir. 1998) (upholding denial of plaintiff’s request to depose high-ranking officer where there was no evidence that the officer had any involvement in the plaintiff’s termination); *Bank of the Ozarks v. Cap. Mortg. Corp.*, No. 4:12-mc-00021 KGB, 2012 WL 2930479, at *2 (E.D. Ark. July 18, 2012) (quashing deposition subpoena issued to party’s CEO because the requesting party did not demonstrate that the CEO possessed “truly unique” knowledge relevant to the case); *Burns v. Bank of America*, No. 03 Civ. 1685 (RMB)(JCF), 2007 WL 1589437, at *3, 5 (S.D.N.Y. June 4, 2007) (senior executive would not be required to testify where plaintiff failed to demonstrate that the corporate official had “some unique knowledge” of the issues in the case).

“Virtually every court that has addressed deposition notices directed at an official at the highest level or ‘apex’ of corporate management has observed that such discovery creates a tremendous potential for abuse or harassment.” *Groupion, LLC v. Groupon, Inc.*, No. 11-0870 MEJ, 2012 WL 359699, at *2 (N.D. Cal. Feb. 2, 2012) (citation omitted). Thus, parties seeking to depose a high-ranking corporate officer must “first establish that the executive (1) has unique, non-repetitive, firsthand knowledge of the facts at issue in the case, and (2) that other less intrusive means of discovery, such as interrogatories and depositions of other employees, have been exhausted without success.” *Id.* (citing *Salter v. The Upjohn Co.*, 593 F.2d 649, 651 (5th Cir. 1979)). Defendants must satisfy both requirements, and they cannot.

First, Defendants cannot demonstrate that Mr. Trump has unique, first-hand knowledge of the facts and issues in dispute that cannot be discovered from someone else from Plaintiff. Trump Org. is a multi-billion dollar business enterprise which oversees Mr. Trump’s business ventures, including the Hotel. Given the breadth and scope of Trump Org., at the outset of this project, Mr. Trump delegated day-to-day responsibility for the development of the Hotel to others, including his son, Donald Trump, Jr., and his daughter, Ivanka Trump, both of whom are executives at Trump Org. and are officers of Landlord. Among other tasks, Mr. Trump, Jr. oversaw the marketing and leasing of the Hotel and, together with David Orowitz, Senior Vice President for Acquisitions and Development at Trump Org., were the persons primarily responsible for negotiating the Sublease and otherwise interacting with Defendants. Ms. Trump, on the other hand, oversaw the renovation, redesign and development of the Hotel and was also involved in the marketing of the property. Consistent with the foregoing, it was Mr. Trump, Jr., Ms. Trump, and Mr. Orowitz who, together, made the decision to default Tenant, terminate the Sublease and draw down on the Letter of Credit. They were also the persons who led the effort

to re-let the Premises. As boots-on-the ground percipient witnesses, each of these individuals are more than able to address all of the facts at issue in this case and their depositions will undoubtedly still be needed regardless of the outcome of this motion. See Exhibit B ("Affidavit of Donald J. Trump, Jr.").

Second, Defendants have yet to see if the information they seek can be obtained through less intrusive means of discovery, including but not limited to the depositions of the above fact witnesses, each of whom have significant personal knowledge. While Landlord stands ready to and has previously offered to supply these witnesses, Defendants have refused to exhaust these efforts before insisting on Mr. Trump's deposition.

Instead, during the meet and confer process, Defendants, claiming that "Mr. Trump is a critical witness in this case," cited to (i) the statements made by Mr. Trump on June 16, 2015, concerning illegal immigration; and (ii) the fact that Mr. Trump signed both the Sublease and the certification to draw down on the Letter of Credit (the "Certification"). See Exhibit C. However, neither of these facts warrant the taking of Mr. Trump's deposition.

As an initial matter, there is no dispute whatsoever that Mr. Trump made the statements concerning illegal immigration on June 16, 2015. Indeed, Landlord even admitted as such in response to Defendants' First Set of Requests for Admission. See Exhibit D. Accordingly, there is nothing arising from the June 16, 2015, speech which would justify taking Mr. Trump's deposition.

As for the Sublease and Certification, Mr. Trump's signature on those documents is in no way a reflection of his level of involvement in this matter. Instead, Mr. Trump's signing simply reflects the business entity's structure and his role as Plaintiff's President. There are at least three (3) other witnesses, Mr. Trump, Jr., Ms. Trump, and Mr. Orowitz, who, having been

involved on a day-to-day basis in overseeing the marketing, leasing, development and construction of the Hotel, have far greater first-hand knowledge concerning the issues in dispute. Moreover, neither Landlord nor Defendants are contending that the Sublease or the Letter of Credit are in any way ambiguous. It is well settled that “[w]here a high-level decision maker ‘removed from the daily subjects of the litigation’ has no unique personal knowledge of the facts at issue, a deposition of the official is improper.” *Groupion L*, 2012 WL 359699, at *2. As a result, the fact that Mr. Trump may have signed the Sublease and the Certification hardly makes his testimony necessary, let alone “critical” as Defendants contend.

In sum, Defendants have not and cannot demonstrate that testimony they would elicit from Mr. Trump is unique, non-repetitive, or constitutes first-hand knowledge of disputed facts properly at issue in this case. They also have not and cannot demonstrate that they have exhausted less intrusive means of obtaining discovery. Under these circumstances, the deposition of Mr. Trump is unnecessary and inappropriate.

II. A DEPOSITION OF MR. TRUMP WOULD BE INCONVENIENT, BURDENSOME, AND DUPLICATIVE

Defendants noticed the deposition of Mr. Trump without pursuing other courses of discovery, let alone exhausting the other avenues available to them which are less burdensome and disruptive to Landlord. This Court can limit discovery that is “unreasonably cumulative or duplicative, or can be obtained from some other source that is more convenient, less burdensome, or less expensive.” D.C. Superior Court Rule 26(b)(2)(C)(i). This Court may also limit discovery where “the burden or expense of the proposed discovery outweighs its likely benefit, [and] . . . the importance of the discovery in resolving the issues.” *Id.* at 26(b)(2)(C)(iii).

As noted above, any testimony given by Mr. Trump would be, at best, duplicative of testimony that could be offered by other witnesses with first-hand knowledge. Not only will the

depositions of these witnesses be needed regardless of the outcome of this motion, but each of these witnesses could be presented at far less cost and burden than presenting Mr. Trump.

CONCLUSION

For all of these reasons, Landlord respectfully requests entry of a protective order preventing Defendants from deposing Mr. Trump in this case.

Dated: January 15, 2016

Respectfully submitted,

/s/ Rebecca Woods

Rebecca Woods (D.C. Bar No. 468495)

Seyfarth Shaw LLP

975 F Street, N.W.

Washington, DC 20004

Telephone: (202) 463-2400

Facsimile: (202) 641-9200

rwoods@seyfarth.com

Counsel for Plaintiff Trump Old Post Office LLC

CERTIFICATE OF CONFERENCE

Pursuant to D.C. Superior Court Rule 26(h), Counsel for Trump Old Post Office LLC certifies regarding her good faith efforts to secure the relief sought herein. Specifically, the parties engaged in correspondence about this issue dated December 11, 2015 and December 15, 2015 (attached to this Motion as exhibits), and Counsel for Trump Old Post Office LLC, Ms. Woods, subsequently conferred telephonically with counsel for Tenant, Ms. Baum, about the requested deposition in December, 2015. Despite these discussions, the parties remain at an impasse.

s/ Rebecca Woods

Rebecca Woods

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing Motion for Protective Order was served electronically via CaseFileXpress this 15th day of January, 2016, to:

Deborah B. Baum (D.C. Bar No. 393019)
Email: deborah.baum@pillsburylaw.com
Alvin Dunn (D.C. Bar No. 423229)
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Adya S. Baker (D.C. Bar No. 1025477)
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Washington, D.C. 20036
Tel: (202) 663-8000
Fax: (202) 663-8007

*Counsel for Defendants CZ National, LLC and
BVS Acquisition Co., LLC*

/s/ Rebecca Woods
Rebecca Woods

EXHIBIT A

SEYFARTH SHAW

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December 11, 2015

VIA E-MAIL

Deborah B. Baum, Esq.
Alvin Dunn, Esq.
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1200 Seventeenth Street, N.W.
Washington, D.C. 20036
deborah.baum@pillsburylaw.com
alvin.dunn@pillsburylaw.com

Re: *Trump Old Post Office LLC v. CZ-National, LLC and BVS Acquisition Co., LLC.*,
D.C. Superior Court, Case No. 2015 CA 005890 B

Dear Debby and Alvin:

I write to meet and confer with you with respect to the deposition notice that you issued for Donald Trump. The legal issue in the suit brought by Landlord is whether Tenant had a legal right to terminate the Lease based on the statements made by Mr. Trump in his speech announcing his candidacy for the President of the U.S. Landlord does not dispute that Mr. Trump made the statements cited by Tenant and which were apparently relied upon by Tenant to terminate the Lease. Thus, aside from the legal issue of Tenant's liability for terminating the Lease, the only fact issue pertinent to Landlord's suit is the quantum of damages owed by Tenant (and Guarantor). Landlord stands ready to provide Tenant with fact witnesses who have knowledge of the damages issues (as well as expert testimony on quantum analysis). The fact witnesses in possession of relevant information are David Orowitz and Donald Trump, Jr. Mr. Trump's knowledge of these topics is significantly less than, and solely duplicative of, the knowledge of Messrs. Orowitz and Trump, Jr.

The fact issues in the counterclaims are whether the statements by Mr. Trump interfered with Tenant's ability to perform under the Lease, the facts of which would solely be in the possession of Tenant, and whether Tenant properly terminated the Lease, which is duplicative of Landlord's suit.

As a result, a deposition of Mr. Trump is completely unnecessary and will be wasteful of the parties' time and resources.

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Therefore, we ask that you proceed with depositions of corporate designees, and/or Messrs. Orowitz and Trump, Jr.

I am available to discuss at your convenience.

Very truly yours,

SEYFARTH SHAW LLP

/s/ Rebecca Woods

Rebecca Woods

RW/pls

EXHIBIT B

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

| | | |
|--------------------------------|---|---------------------------|
| TRUMP OLD POST OFFICE LLC, |) | |
| |) | |
| Plaintiff/Counter-Defendant, |) | |
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| v. |) | Case No. 2015 CA 005890 B |
| |) | Judge Brian F. Holeman |
| |) | |
| CZ-NATIONAL, LLC, and |) | |
| BVS ACQUISITION CO., LLC, |) | |
| |) | |
| Defendants/Counter-Plaintiffs. |) | |
| _____ | | |

DECLARATION OF DONALD J. TRUMP, JR.

DONALD J. TRUMP, JR. declares and says:

1. I am Executive Vice President of both The Trump Organization ("Trump Org.") and plaintiff Trump Old Post Office LLC ("Landlord"), the ground lessor and landlord of the Trump International Hotel in Washington, D.C. (the "Hotel"). As such, I am familiar fully with the facts and information set forth herein and competent to testify to the matters stated herein based on my personal knowledge and my review of correspondence and other documents.

2. I submit this declaration in support of Landlord's motion for a protective order precluding CZ-National LLC ("Tenant") and BVS Acquisition Co., LLC ("Guarantor") (collectively, "Defendants") from deposing Landlord's President, Donald J. Trump.

3. Trump Org. is a multi-billion-dollar business enterprise which oversees my family's numerous residential real estate properties, hotels, resorts, golf courses, wineries and entertainment ventures and projects, including the Hotel.

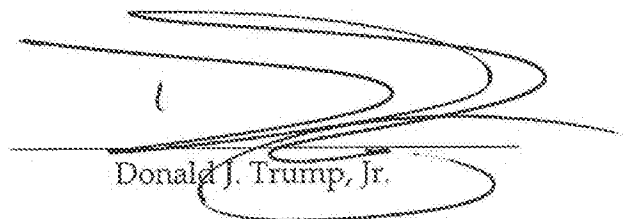
4. Given the breadth and scope of Trump Org.'s businesses, in or about August 2013, my father, Donald J. Trump ("Mr. Trump"), delegated primary, day-to-day responsibility for overseeing and supervising all aspects of the construction, development, operation, leasing and marketing of the Hotel to my sister, Ivanka Trump ("Ms. Trump"), and me.

5. Consistent with the foregoing, Ms. Trump and I, working in conjunction with others at Trump Org., including Vice President of Acquisitions and Development, David Orowitz ("Mr. Orowitz"), have not only overseen and supervised the negotiation of the sublease with Tenant, but were also the individuals who made the decision to default Tenant, terminate the Sublease and draw down on the Letter of Credit. In addition, we were also the persons who led the effort to re-let the Premises and authorized the filing of this lawsuit. As a result, Ms. Trump, Mr. Orowitz and I are the persons most knowledgeable of the facts and circumstances at issue in this case.

6. Mr. Trump has no unique, non-duplicative knowledge of the relevant facts at issue in this litigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th day of January, 2016
New York, New York



Donald J. Trump, Jr.

EXHIBIT C



Pillsbury Winthrop Shaw Pittman LLP
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Alvin Dunn
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December 15, 2015

BY EMAIL ATTACHMENT ONLY -- rwoods@seyfarth.com

Rebecca Woods, Esq.
Sefarth Shaw LLP
975 F Street, NW
Washington, DC 20004

Re: *Trump Old Post Office LLC v. CZ-National, LLC and BVS Acquisition Co., LLC*, Case No. 2015 CA 005890 B

Dear Rebecca:

This letter is in response to your letter dated December 11, 2015, in which you assert that the deposition we have noticed of Donald J. Trump would be “completely unnecessary” and “wasteful of the parties’ time and resources.”

Mr. Trump is a critical witness in this case, and Defendants are entitled to his deposition.

First, your letter ignores Tenant’s second counterclaim, which is that Plaintiff breached the Letter of Credit provisions of the Sublease. Indeed, Mr. Trump himself signed the certification to M&T Bank, representing that Plaintiff was entitled to draw down the entire amount of the Letter of Credit. It should go without saying that Defendants are entitled to Mr. Trump’s testimony, as signatory of the certification to M&T Bank (which we contend was false), relative to Plaintiff’s assertion that it was entitled to draw down the entire amount of the Letter of Credit and to ours that it was not. If it is your contention that Mr. Trump signed that certification without any knowledge of the facts to which he was certifying, please let us know, and we will take that into consideration.

Moreover, our principal defense to Trump’s complaint involves the inflammatory statements Mr. Trump made during his campaign announcement speech regarding

Rebecca Woods, Esq.
December 15, 2015
Page 2

Mexican immigrants and whether those statements constituted a breach of the sublease by Plaintiff.

Mr. Trump is President of Plaintiff, and he signed the Sublease. Defendants are entitled to his testimony regarding the parties' rights and obligations under the Sublease.

While we agree that there should be no dispute as to whether those statements were made, Plaintiff disputes that Mr. Trump's statements deprived Tenant of the benefits owed to Tenant under the Sublease, disputes that those statements prevented Tenant from opening a restaurant in the Demised Premises, and disputes that those statements breached the implied covenant of good faith and fair dealing. Defendants are entitled to Mr. Trump's testimony to learn Mr. Trump's explanation of his statements, his intent in making them, and his understanding of whether they were consistent with Plaintiff's obligations to Tenant under the Sublease.

As we made clear in an email to you shortly before we served the deposition notice for Mr. Trump, we are of course willing to work with you on a mutually convenient date for Mr. Trump's deposition. We cannot, however, agree to forego his deposition. Defendants have every right to his testimony.

I am available to speak with you about this matter at your convenience. If we are not able to reach agreement, we would like to bring this matter to the Court's attention as soon as possible.

Sincerely,



Alvin Dunn

EXHIBIT D

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

| | | |
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| TRUMP OLD POST OFFICE LLC, |) | |
| |) | |
| Plaintiff, |) | |
| |) | Case No. 2015 CA 005890 B |
| vs. |) | Judge Brian F. Holeman |
| |) | |
| CZ-NATIONAL, LLC AND |) | |
| BVS ACQUISITION CO., LLC, |) | |
| |) | |
| Defendants, |) | |
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**PLAINTIFF TRUMP OLD POST OFFICE LLC'S RESPONSES TO
DEFENDANTS' FIRST SET OF REQUESTS FOR ADMISSION**

Plaintiff Trump Old Post Office LLC ("Plaintiff" or "Landlord"), by and through its attorneys, Seyfarth Shaw LLP, hereby submits its responses and objections ("Responses") to the First Set of Requests for Admission served by Defendants CZ-National, LLC ("Tenant") and BVS Acquisition Co., LLC ("Guarantor" and, with Tenant, "Defendants").

RESERVATION OF RIGHTS

Any Responses to the Requests will be subject to Plaintiff's right to object to the admission into evidence of any and all such Responses and documents on the grounds that they are irrelevant to the issues in this action or are otherwise inadmissible. The Responses contained herein are based on Plaintiff's present knowledge, information and belief. These Responses are subject to amendment and supplementation after the benefit of discovery, as Plaintiff acquires additional information and completes its review and analysis of the facts and issues.

GENERAL OBJECTIONS

1. Plaintiff objects to these Requests to the extent they call for Plaintiff to provide information that is not in Plaintiff's possession, custody, or control, that is already in the

possession of Defendants or non-parties, that is otherwise available to Defendants, or that is a matter of public record.

2. Plaintiff objects to the Requests to the extent that they purport to require Plaintiff to provide information that is subject to the attorney-client privilege, the attorney work product doctrine, or any other privilege or immunity.

3. Plaintiff objects to these Requests to the extent that they seek documents and information generated, obtained, or received by Plaintiff during or in anticipation of litigation.

4. Plaintiff objects to these Requests insofar as they seek information neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence. To the extent that Plaintiff responds to these Requests, the Response does not necessarily imply that the Request is relevant, and such Response is not to be construed as waiving any objection stated herein. Plaintiff reserves its right to challenge the competence, relevance, materiality and admissibility at trial or any related proceeding, of this or any other action, with respect to any information it provides in response to these Requests.

5. Plaintiff objects to these Requests to the extent that they purport to expand its obligations beyond those required by the D.C. Superior Court Rules of Civil Procedure, local rules, common law or any order of this Court.

6. Plaintiff objects to each Request to the extent that the Request is an improper use of Requests for Admission under D.C. Superior Court Rule of Civil Procedure 36.

7. Plaintiff objects to these Requests insofar as they purport to require Plaintiff to provide information that is subject to a protective order, confidentiality order, non-disclosure or confidentiality agreement.

8. Plaintiff objects to these Requests to the extent they seek disclosure of information that is proprietary in nature or which otherwise constitutes confidential business information and/or trade secrets.

RESPONSES

REQUEST NO. 1:

Admit that on June 16, 2015, during his presidential campaign announcement speech, Mr. Trump made the following remarks:

“When Mexico sends its people, they’re not sending their best. They’re not sending you. They’re not sending you. They’re sending people that have lots of problems, and they’re bringing those problems with us. They’re bringing drugs. They’re bringing crime. They’re rapists. And some, I assume, are good people.”

RESPONSE:

Admits.

REQUEST NO. 2:

Admit that on June 16, 2015, Mr. Trump stated the following during an interview on the Fox News program “Media Buzz”:

I can never apologize for the truth. I don’t mind apologizing for things. But I can’t apologize for the truth. I said tremendous crime is coming across. Everybody knows that’s true. And it’s happening all the time. So, why, when I mention, all of a sudden I’m a racist. I’m not a racist. I don’t have a racist bone in my body.

RESPONSE:

Admits.

REQUEST NO. 3:

Admit that Mr. Trump stated the following with regard to the decision by Mr. Zakarian and celebrity chef José Andrés to terminate their subleases with Trump Old Post Office:

“They each left massive deposits, okay, which I like very much. They each are personally guaranteeing the rent, and they did that

just to be cool and politically correct... We're already dealing with other people -- some of the great chefs of the world."

RESPONSE:

Admits.

REQUEST NO. 4:

Admit that in September 2015, Mr. Trump posted a photo on his personal Instagram account depicting him at the Building construction site with the following caption:

"Great reception in D.C. [a]t the Value Voter Summit. Now checking on my job at the Old Post Office! Ahead of schedule and under budget. Will be in Oklahoma tonight!"

RESPONSE:

Admits.

REQUEST NO. 5:

Admit that each statement made by Mr. Trump set forth in Request Nos. 1-4 is true and represents the view held by Trump Old Post Office.

RESPONSE:

Denies.

REQUEST NO. 6:

Admit that a spokesperson for Trump Old Post Office stated the following in reaction comments made by Mr. Zakarian stating his intention to cancel the Sublease:

"Zakarian's foolish decision will be his loss and will have no effect on the completion and success of this project."

RESPONSE:

Admits.

REQUEST NO. 7:

Admit that the statement made by the spokesperson of Trump Old Post Office set forth in Request No. 6 is true and represents the view held by Trump Old Post Office.

RESPONSE:

Admits.

REQUEST NO. 8:

Admit that in July 2015, Ivanka Trump, speaking on behalf of Trump Old Post Office, stated the following regarding construction at the Building:

“Construction at Trump International Hotel, Washington, D.C., is well underway and ahead of schedule.” “When the redevelopment is completed, this will be the finest luxury hotel in the country.”

RESPONSE:

Admits.

REQUEST NO. 9:

Admit that the comments made by Ivanka Trump set forth in Request No. 8 are true and represent the view of Trump Old Post Office.

RESPONSE:

Admits.

REQUEST NO. 10:

Admit that Trump Old Post Office drew down on the full amount of the Letter of Credit.

RESPONSE:

Admits.

Dated: December 11, 2015

Respectfully submitted,

/s/ Rebecca Woods

Rebecca Woods (D.C. Bar No. 468495)

Seyfarth Shaw LLP

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Counsel for Plaintiff Trump Old Post Office LLC

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of Plaintiff's Responses to Defendants' First Set of Requests for Admission was served via electronic mail this 11th day of December, 2015 to:

Deborah B. Baum (D.C. Bar No. 393019)
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Email: alvin.dunn@pillsburylaw.com
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*Counsel for Defendants
CZ-National, LLC and BVS Acquisition Co., LLC*

/s/ Rebecca Woods

Rebecca Woods