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11	Breslin v. Trump, LASC Case No. Shin v. Trump, LASC Case No.	BC 437908
12		
13	SUPERIOR COURT O	F THE STATE OF CALIFORNIA
14	COUNTY OF LOS AND	GELES - CENTRAL CIVIL WEST
15	Coordination Proceeding) JUDICIAL COUNCIL COORDINATION
16	Special Title (Rule 3.550),) PROCEEDING NO. 4642 (Unlimited Civil - Complex Litigation)
17) [Case assigned to the Hon. Judge Anthony J.
18	THE TRUMP ORGANIZATION "BAJA PROJECT" CASES) Mohr, Judge Presiding in Department 309]
19) FOURTH AMENDED COMPLAINT
20		(O'Brien v. Trump Action, Case No. BC409651)
21		 Fraudulent Inducement Negligent Misrepresentation
22		3. Deceit4. Unfair Business Practices, (Bus. &
23		Prof. Code,§ 17200, et seq.) 5. Violation of Interstate Land Sales Full
24		Disclosure Act - 15 U.S.C. 1703(a)(1)
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	Disclosure Act

- 7. Violation of Interstate Land Sales Full Disclosure Act
- Violation of the Interstate Land Full Disclosure Act and Regulations
- 9. Fraud re: Marketing of Trump and Irongate as Developers
- 10. Breach of Fiduciary Duty (S&P Defendants)
 11. Negligence (S&P Defendants)

- 12. Breach of Contract (All Plaintiffs)13. Breach of Contract (Tower 1 Plaintiffs)
- 14. Breach of Contract (ESHRAGHI & C. NGUYEN)
- 15. Breach of Contract (MOLLER)
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20	2. That DONALD TRUMP specifically referred to himself as the "pre-eminent developer of quality real estate known around the world;	
21	3. That the TRUMP Defendants and the IRONGATE Defendants had already	
22	worked together as co-developers in a successful manner to produce a similar type property in Waikiki, and that DONALD J. TRUMP and The Trump	
23	Organization on the one hand, and "Irongate Development" and the principals of the IRONGATE Entity Defendants, FISHER and GROSFELD, on the other	
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	b. The TRUMP Defendants and IRONGATE Defendants were in the midst of successfully developing the "Trump Waikiki" project and the same lenders
	FOURTH AMENDED COMPLAINT

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19		nroved t	the worthings of the project and in December 2007 received FULL approval	
20		for and	the worthiness of the project and in December, 2007 received FULL approval were in the final process of closing the construction loan for both the Lobby	486
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	X FOURTH AMENDED COMPLAINT

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COMMON ALLEGATIONS

Plaintiffs, for Causes of Action against the Defendants allege, on information and belief, as

- 1. This Action arises out of, and relates to the promotion and marketing of a Condominium Development, and the sale of units within the Development, which Development was to have been built in Baja California, Mexico. This Condominium Development project was known and marketed as the "Trump Ocean Resort Baja" and which hereinafter is sometimes referred to as the "Project," the "Resort," or the "Development." The Development was to have been located within the City limits of Tijuana, Baja California, in the Republic of Mexico, as is more fully described hereinbelow.
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2. The Development was marketed as a partnership between The Trump Organization CEO, Donald J. Trump, on the one hand, and the self-described "Los Angeles-based real estate development and investment company," most often referred to by Defendants simply as "Irongate," and the Irongate principals, Jason Grosfeld and Adam Fisher, on the other hand. Both the **TRUMP Defendants** (as hereinafter defined) and the **IRONGATE Defendants** (also as hereinafter defined) have since denied their respective roles as Developers of the Project, and have asserted that the Plaintiffs have no legal recourse against these Defendants, but instead are left to pursue an insolvent shell Mexican entity known as "PB Impulsores." It is the Plaintiffs' position, as alleged hereinbelow, that the Developers of the Project identified herein are, under interpretation of law, and by reason of the facts, the TRUMP Defendants and the IRONGATE Defendants, as was represented to the Plaintiffs leading up to, and through the sales process, and beyond. Based upon the representations, marketing and sales activities relating to the Trump Ocean Resort Baja, the true identity and respective roles of the these parties, whether it be as a "Developer" or Developer "Agent" as well as the detailed circumstances surrounding the Parties' involvement in the transactions several of Plaintiffs' claims hereunder arise under Federal law pursuant to and under the definitions and interpretation of the Interstate Land Sales Full Disclosure Act (hereinafter referred to as "ILSA" or "the Act"), wherein a Developer is defined as "any person who, directly or indirectly, sells or leases, or offers to sell or lease, or advertises for sale or lease any lots in a subdivision." 15 U.S.C. Section 1701(5), and wherein an "Agent" is defined as "any person who represents, or acts for or on behalf of, a developer in selling or leasing, or offering to sell or lease, any lot or lots in a subdivision."15 U.S.C. Section 1701(6). As set forth hereinbelow, Plaintiffs allege that in the event the **TRUMP Defendants** and/or the **IRONGATE Defendants** are not found to be Developers under the terms of the Act as set forth in 15 U.S.C. Section 1701(5), in the alternative, Plaintiffs allege that said defendants (which are collectively referred to in this Complaint as the "**Developer Defendants**" are then, in the alternative Developer Agents under the terms of 15 U.S.C. Section 1701(6).

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Prior Named Parties

3. Plaintiffs have previously named the following parties as DOE Defendants in their following designations:

THE TRUMP ORGANIZATION, INC., a New York Corporation, as DOE 1;

THE TRUMP ORGANIZATION, LLC, a New York Limited Liability Company,

as DOE 2;

TRUMP MARKS BAJA, LLC, a New York Limited Liability Company, as DOE 3;

THE TRUMP CORPORATION, a New York Corporation, as DOE 4;

JGROSFELD LLC, as DOE 51

AFISHER LLC, as DOE 52;

FG Wilshire LLC, as DOE 53;

JK GROSFELD LLC, as DOE 54;

ABFISHER LLC, as DOE 55;

FG CAPITAL PARTNERS LLC as DOE 56;

IRONGATE AZREP BW LLC as DOE 58;

IRONGATE AZREP BW, LLC as DOE 59;

PB IMPULSORES, S.A. de C.V. as DOE 60;

SID LANDHOLT as DOE 101, whom Plaintiffs have since learned is properly named "SID 1 LANDOLT"; 2 PETER DUPUIS as DOE 102; 3 JAY LeDUC as DOE 103; 4 DAVID ROCKEY as DOE 104; 5 KEVIN ELROD as DOE 105; 6 7 JACQUELYN SETTER as DOE 106; and S&P REAL ESTATE PARTNERS, as DOE 107 8 9 The Plaintiff Parties 10 At all relevant times mentioned herein, Plaintiff, DEREK O'BRIEN, ("D. O'BRIEN"), 11 is and was an individual residing in the County of Los Angeles, State of California. At all relevant 12 times mentioned herein, Plaintiff, PAMALA O'BRIEN, ("P. O'BRIEN"), is and was an individual 13 residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiffs, 14 D. O'BRIEN and P. O'BRIEN, (collectively, "O'BRIEN"), contracted as co-purchasers of the 15 Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and

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Complaint.

5. At all relevant times mentioned herein, Plaintiff, HAMED HOSHYARSAR, ("H. HORSHYARSAR"), is and was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, PAYMAN HOSHYARSAR, ("P. HORSHYARSAR"), is and was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, KENNETH ZACCARIA, ("ZACCARIA"), is and was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, LARRY WEISS, ("WEISS") is and was an individual residing in the County of Los Angeles, State of California. At all times relevant

at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through

Defendants' offices located within the State of California in the manner described within this

hereto, Plaintiffs, H. HORSHYARSAR, P. HORSHYARSAR, ZACCARIA, and WEISS, (collectively, "HORSHYARSAR"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

6. At all relevant times mentioned herein, Plaintiff, JEFFREY A. KAIMAN, ("KAIMAN"), is and was an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiff, KAIMAN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 7. At all relevant times mentioned herein, Plaintiff, RUSSELL REYES, was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, JENNIFER REYES was an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiffs, RUSSELL REYES and JENNIFER REYES, (collectively, "REYES"), contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 8. At all relevant times mentioned herein, Plaintiff, MANUEL A. RAMOS was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, MARIA E. RAMOS was an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiffs, MANUEL A. RAMOS and MARIA E. RAMOS, (collectively, "RAMOS"), contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant

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hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 9. At all relevant times mentioned herein, Plaintiff, MA. GUADALUPE MENDOZA MENDOZA, ("G. MENDOZA"), a.k.a., Guadalupe Mendoza-Negrete, was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, MARGARITA MENDOZA MENDOZA, ("M. MENDOZA"), was an individual residing in the County of Monterey, State of California. At all times relevant hereto, Plaintiffs, MENDOZA and M. MENDOZA, (collectively, "MENDOZA"), contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 10. At all relevant times mentioned herein, Plaintiff, MICHAEL R. MUELLER as Trustee for the MICHAEL R. MUELLER REVOCABLE TRUST ("MUELLER"), was a trust established in accordance with the laws of the State of California, and acts by and through its Trustee, MICHAEL R. MUELLER, an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiff, MUELLER contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 11. At all relevant times mentioned herein, Plaintiff, VIVIAN EVANS, ("EVANS"), was an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiff, EVANS contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located

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HADLEY McGAUGHEY, ("McGAUGHEY"), is an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiffs ROBERTS and McGAUGHEY jointly contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

("ROBERTS"), was an individual residing in the County of Orange, State of California. Plaintiff,

At all relevant times mentioned herein, Plaintiff, DOLORES ROBERTS,

- 13. At all relevant times mentioned herein, Plaintiff, CYNTHIA SHAW, ("C. SHAW"), was an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiff, C. SHAW contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 14. At all relevant times mentioned herein, GEOFFREY FOLSOM, ("FOLSOM"), is and was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, FOLSOM contracted as a purchaser of multiple Condominium Units sold as part of the Project as are more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiff FOLSOM within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 15. At all relevant times mentioned herein, HANS EDWARDS, ("H. EDWARDS"), is and was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, MELUSINA EDWARDS, ("M. EDWARDS"), is and was an individual

residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiffs, H. EDWARDS and M. EDWARDS, (collectively, "EDWARDS"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

16. At all relevant times mentioned herein, Plaintiff, Moo Han Bae, was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, CHUNG HEE BAE, was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, Moo Han Bae and CHUNG HEE BAE, (collectively "BAE"), jointly contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

17. At all relevant times mentioned herein, DARNELIA MOLLER, ("MOLLER"), is and was an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiff, MOLLER, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint. Further, in or about early 2007, MOLLER attempted to cancel the purchase transaction, and gave notice to the Defendants of same, but was not successful in obtaining a refund of her deposit monies.

18. At all relevant times mentioned herein, Plaintiff, RAKESH BAJARIA, ("BAJARIA"), was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, HIMMAT DESAI, ("DESAI"), was an individual residing in the County

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of Orange, State of California. At all relevant times mentioned herein, Plaintiff, HIMMAT THUMMAR, ("THUMMAR"), was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiffs, BAJARIA, DESAI, and THUMMAR, jointly contracted as a purchaser of two of the Condominium Units sold as part of the Project, BAJARIA, individually, contracted as a purchaser of another of the Condominium Units sold as part of the Project as are more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 19. At all relevant times mentioned herein, MOHAMMED RAZAQI, ("M. RAZAQI"), is and was an individual residing in the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, FARIDA RAZAQI, ("F. RAZAQI"), is and was an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, Plaintiffs, M. RAZAQI and F. RAZAQI, (collectively, "RAZAQI"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 20. At all relevant times mentioned herein, Plaintiff, ANDREW BRYANT, was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, ANDREA BRYANT, was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiffs, ANDREW BRYANT and ANDREA BRYANT, (collectively "BRYANT"), jointly contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

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was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, NAZIR NAJM, ("N. NAJM"), was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, IBRAHIM NAJM,

At all relevant times mentioned herein, Plaintiff, DEBORAH NAJM ("D. NAJM"),

an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, HARRIS, contracted as a purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located

At all relevant times mentioned herein, LARRY HARRIS, ("HARRIS"), is and was

within the State of California in the manner described within this Complaint.

22. At all relevant times mentioned herein, MICHAEL LINDSAY, ("M. LINDSAY"), is and was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, ANGELA LINDSAY ("A. LINDSAY"), a.k.a., ANGELA VAN De VELDE LINDSAY is and was an individual residing in the County of Orange, State of California. At all times relevant hereto, Plaintiffs, M. LINDSAY and A. LINDSAY, (collectively, "LINDSAY"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

At all relevant times mentioned herein, JOHN TRUJILLO, ("TRUJILLO"), is and was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, TRUJILLO, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

("I. NAJM"), was an individual residing in the County of Orange, State of California. At all times relevant hereto, Plaintiffs, D. NAJM, N. NAJM and I. NAJM. (collectively, "NAJM"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

25. At all relevant times mentioned herein, Plaintiff, BRIAN KELLEY was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, BIANKA KELLEY was an individual residing in the County of Orange, State of California. At all times relevant hereto, Plaintiffs, BRIAN KELLEY and BIANKA KELLEY (collectively, "KELLEY"), contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

26. At all relevant times mentioned herein, BRUCE ALBERT, ("ALBERT"), is and was an individual residing in the County of Orange, State of California. At all times relevant hereto, Plaintiff, ALBERT, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

27. At all relevant times mentioned herein, Plaintiff GEORGE T. RICKS ("RICKS") is and was an individual, residing within the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff GTR PACIFIC PROPERTIES, INC, ("GTR"), is and was a corporation, organized and existing under and pursuant to the laws of the State of California. At all times relevant hereto, Plaintiffs RICKS and GTR, contracted as a purchaser of the Condominium

Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

28. At all relevant times mentioned herein, Plaintiff, DAVID SHAW, ("D. SHAW"), was an individual residing in the County of Riverside, State of California. At all relevant times mentioned herein, Plaintiff, KATHRYN KAMPMAN, ("KAMPMAN"), was an individual residing in the County of Orange, State of California. At all relevant times mentioned herein, Plaintiff, PATRICIA OLSEN ("OLSEN"), was an individual residing in the County of Orange, State of California. At all times relevant hereto, Plaintiffs D. SHAW, KAMPMAN, and OLSEN, jointly contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

29. At all relevant times mentioned herein, THOMAS PFLEIDER, ("T. PFLEIDER"), is and was an individual residing in the County of Riverside, State of California. At all relevant times mentioned herein, Plaintiff, CHRISTINA PFLEIDER, ("C. PFLEIDER"), is and was an individual residing in the County of Riverside, State of California. At all times relevant hereto, Plaintiffs, T. PFLEIDER and C. PFLEIDER, (collectively, "PFLEIDER"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

30. At all relevant times mentioned herein, Plaintiff, STEVEN DRAKE was an individual residing in the County of Riverside, State of California. At all relevant times mentioned herein, Plaintiff, LINDA DRAKE was an individual residing in the County of Riverside, State of California.

At all times relevant hereto, Plaintiffs, STEVEN DRAKE and LINDA DRAKE (collectively, "DRAKE"), contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

31. At all relevant times mentioned herein, Plaintiffs, RAUL ROBLES and SONIA ROBLES, (collectively, "ROBLES"), were residents of the County of Ventura, State of California. At all times relevant hereto, Plaintiff, ROBLES contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 32. At all relevant times mentioned herein, ATUL VACHHANI, ("A. VACHHANI"), is and was an individual residing in the County of Santa Barbara, State of California. At all relevant times mentioned herein, RAJU VACHHANI, ("R. VACHHANI"), is and was an individual residing in the County of Santa Barbara, State of California. At all times relevant hereto, Plaintiffs, A. VACHHANI and R. VACHHANI, (collectively, "VACHHANI"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 33. At all relevant times mentioned herein, Plaintiff, JAMES P. EGAN, ("EGAN"), was an individual residing in the County of San Bernardino State of California. At all times relevant hereto, Plaintiff, EGAN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located

within the State of California in the manner described within this Complaint.

34. At all relevant times mentioned herein, Plaintiff, KIRUPAIRAJ ASIRVATHAM, ("ASIRVATHAM"), was an individual residing in the County of San Diego, State of California. At all relevant times mentioned herein Plaintiff, JENNY SHEN, ("SHEN"), was an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiffs ASIRVATHAM and CHEN contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

35. At all relevant times mentioned herein, Plaintiff, EDUARDO J. ALMEIDA, ("ALMEIDA"), was an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiff, ALMEIDA contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

36. At all relevant times mentioned herein, Plaintiff, JOSE MENDOZA, ("J. MENDOZA"), was an individual residing in the County of San Diego, State of California. At all relevant times mentioned herein, Plaintiff, LETICIA MENDOZA, ("L. MENDOZA"), was an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiffs J. MENDOZA and L. MENDOZA, (collectively, "J. MENDOZA"), jointly contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

37. At all relevant times mentioned herein, Plaintiff, SCHMIDT FAMILY TRUST, ("SCHMIDT"), was a trust established in accordance with the laws of the State of California, and acts by and through its Trustee, JOSEPH D. SCHMIDT, an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiff, SCHMIDT contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

38. At all relevant times mentioned herein, Plaintiff, DANIEL COTA is and was an individual residing in the County of San Diego, State of California. At all relevant times mentioned herein, Plaintiff, ANNA COTA is and was an individual residing in the County of San Diego, the State of California. At all times relevant hereto, Plaintiffs DANIEL COTA and ANNA COTA, (collectively, "COTA"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located

within the State of California in the manner described within this Complaint.

39. At all relevant times mentioned herein, Plaintiff, MOHAMMED RAZAQI is and was an individual residing in the County of San Diego, State of California. At all relevant times mentioned herein, Plaintiff, FARIDA RAZAQI is and was an individual residing in the County of San Diego, the State of California. At all times relevant hereto, Plaintiffs MOHAMMED RAZAQI and FARIDA RAZAQI, (collectively, "RAZAQI"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 40. At all relevant times mentioned herein, Plaintiff, MARY HETZ, ("HETZ"), is and was an individual residing in the County of San Diego, State of California. At all relevant times mentioned herein, Plaintiff, PAULA MELLO, ("MELLO"), is and was an individual residing in the County of San Diego, State of California. At all relevant times mentioned herein, Plaintiff, ALICE BEAS, ("BEAS"), is and was an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiffs, HETZ, MELLO, AND BEAS. (collectively, "HETZ"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 41. At all relevant times mentioned herein, Plaintiff, DONALD ISBELL, ("ISBELL"), is and was an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiff, ISBELL contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 42. At all relevant times mentioned herein, Plaintiff, DAVID ATHERTON ("ATHERTON"), was a resident of the County of San Diego, State of California. At all times relevant hereto, Plaintiff, ATHERTON contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 43. At all relevant times mentioned herein, Plaintiff, CAROL DUNCAN, ("DUNCAN"), was a resident of the County of San Diego, State of California. At all times relevant hereto, Plaintiff, DUNCAN contracted as a purchaser of the luxury condominium units sold as part of the

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and was an individual residing in the County of San Diego, State of California. At all relevant times mentioned herein, LINDA MORRISON, ("L. MORRISON"), is and was an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiffs, J.

At all relevant times mentioned herein, JAMES MORRISON, ("J. MORRISON"), is

Project as are more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

44. At all relevant times mentioned herein, Plaintiff, CARLOS S. BARDMESS, ("C.

BARDMESS"), was an individual residing in the County of San Diego, State of California. At all

relevant times mentioned herein, Plaintiff, SANDRA L. BARDMESS, ("S. BARDMESS"), was an

individual residing in the County of San Diego, State of California. At all relevant times mentioned

herein, Plaintiffs C. BARDMESS, and S. BARDMESS, jointly contracted as a purchaser of two (2)

of the Condominium Units sold as part of the Project as is more particularly described hereinbelow,

and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and

through Defendants' offices located within the State of California in the manner described within

this Complaint.

45. At all relevant times mentioned herein, Plaintiff, ANDRE WILLIAMS,

("WILLIAMS"), is and was a citizen of Switzerland and permanent resident of the United States,

residing in the County of San Diego, State of California. At all times relevant hereto, the Defendants

conducted business with Plaintiff WILLIAMS within and through Defendants' offices located

within the California through the manner described within this Complaint, contracted as a purchaser

of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow,

and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and

through Defendants' offices located within the State of California in the manner described within

this Complaint.

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MORRISON and L. MORRISON, (collectively, "MORRISON"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

47. At all relevant times mentioned herein, JACK WINER, ("WINER"), is and was an individual residing in the County of San Diego, State of California. At all times relevant hereto, Plaintiff, WINER, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 48. At all relevant times mentioned herein, Plaintiff, JAMIE BESAW ("BESAW"), is and was an individual residing in the County of Contra Costa, State of California. At all times relevant hereto, Plaintiff, BESAW contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 49. At all relevant times mentioned herein, Plaintiff, JEFFREY ENSLEN, ("ENSLEN"), was an individual residing in the County of Contra Costa, State of California. At all times relevant hereto, Plaintiffs, ENSLEN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
 - 50. At all relevant times mentioned herein, Plaintiff, REAL DEVELOPMENT, LLC,

("REAL DEVELOPMENT") was a California Limited Liability Company, and was, at all times mentioned herein, acting by and through it's Managing Member, Robert A. Edelman, a resident of the State of California. At all times relevant hereto, Plaintiff, REAL DEVELOPMENT contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff and Plaintiff's Managing Member within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 51. At all relevant times mentioned herein, Plaintiff, JAMES MULLANY, ("J. MULLANY"), was an individual residing in the County of Sacramento, State of California. At all relevant times mentioned herein, Plaintiff, TERRI MULLANY, ("T. MULLANY"), was an individual residing in the County of Sacramento, State of California. At all times relevant hereto, Plaintiffs, J. MULLANY and T. MULLANY. (collectively, "MULLANY"), contracted as copurchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 52. At all relevant times mentioned herein, Plaintiffs, DANIEL NGUYEN and KHANH M. NGUYEN, (collectively, "D. NGUYEN"), were individuals residing in the County of Fresno, State of California. At all times relevant hereto, Plaintiffs, D. NGUYEN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 53. At all relevant times mentioned herein, Plaintiff, SAMUEL DUNHAM ("S. DUNHAM") was an individual residing in the County of Santa Clara, State of California. At all

County of Santa Clara, the State of California. At all times relevant hereto, Plaintiffs S. DUNHAM and C. DUNHAM, (collectively, "DUNHAM"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

relevant times mentioned herein, Plaintiff, CECILIA DUNHAM was an individual residing in the

- 54. At all relevant times mentioned herein, Plaintiff, HENRY HSU CHAI ("CHAI"), is and was an individual residing in the County of Santa Clara, State of California. At all times relevant hereto, Plaintiff, CHAI contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 55. At all relevant times mentioned herein, Plaintiff, LEON PESOTCHINSKY, ("L. PESOTCHINSKY"), was an individual residing in the County of Santa Clara, State of California. At all relevant times mentioned herein, Plaintiff, SOPHIA PESOTCHINSKY, ("S. PESOTCHINSKY"), was an individual residing in the County of Santa Clara, State of California. At all times relevant hereto, Plaintiffs, L. PESOTCHINSKY and S. PESOTCHINSKY. (collectively, "PESOTCHINSKY"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 56. At all relevant times mentioned herein, Plaintiff, LI SUN, ("L. SUN"), was an individual residing in the County of Santa Clara, State of California. At all relevant times mentioned herein, Plaintiff, JANE JIN, ("JIN"), was an individual residing in the County of Santa Clara, State

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contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- At all relevant times mentioned herein, Plaintiff, ELEANOR SANTOS, ("SANTOS"), is and was an individual residing in the County of Santa Clara, State of California. At all times relevant hereto, Plaintiff, SANTOS contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 58. At all relevant times mentioned herein, Plaintiff, ZAHEER KASAD and FLOR KASAD, were individuals residing in the County of Santa Clara, State of California. At all times relevant hereto, Plaintiffs, ZAHEER KASAD and FLOR KASAD (collectively, "KASAD"), contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 59. At all relevant times mentioned herein, Plaintiff, MIKE RODRIGUEZ, ("RODRIGUEZ"), is and was an individual residing in the County of Santa Clara, State of California. At all times relevant hereto, Plaintiff, RODRIGUEZ contracted as a purchaser of the two (2)Luxury condominium units sold as part of the Project as are more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 60. At all relevant times mentioned herein, Plaintiff, DENNIS WONG, ("D. WONG"), is and was an individual residing in the County of Santa Clara, State of California. At all relevant times mentioned herein, Plaintiff, ALICE LU, ("LU"), is and was an individual residing in the County of Santa Clara, State of California. At all times relevant hereto, Plaintiffs, D. WONG and LU (collectively, "WONG"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 61. At all relevant times mentioned herein, Plaintiff, ZENY LAMARSH, ("LAMARSH"), was an individual residing in the County of Stanislaus, State of California. At all times relevant hereto, Plaintiff, LAMARSH contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 62. At all relevant times mentioned herein, Plaintiff, CHRISTINA MANRIQUEZ, ("MANRIQUEZ"), was a resident of the County of Santa Cruz, State of California. At all times relevant hereto, Plaintiff, MANRIQUEZ contracted as a purchaser of the luxury condominium units sold as part of the Project as are more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 63. At all relevant times mentioned herein, ANISHA ANTONY, ("ANTONY"), is and was an individual residing in the County of San Francisco, State of California. At all relevant times mentioned herein, Plaintiff contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiff within and through Defendants' offices located within

the State of California in the manner described within this Complaint.

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the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint. 65. At all relevant times mentioned herein, Plaintiff, PHILLIP AHN, (AHN) is and was

was an individual residing in the County of San Francisco, State of California. At all times relevant

hereto, Plaintiff, COWGILL contracted as co-purchasers of the Condominium Unit sold as part of

64. At all relevant times mentioned herein, Plaintiff, DAVID COWGILL, ("COWGILL"),

a United States citizen on inactive duty as a member of the armed services of the United States, U.S. Army Garrison Yongsan, in Seoul, South Korea, residing in the sovereignty of South Korea. At all times relevant hereto, Plaintiff, AHN conducted business with the Defendants within California and contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

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66. At all relevant times mentioned herein, Plaintiff, EDOUARD MOUAIKEL, ("E. MOUAIKEL"), was an individual residing in the County of Maricopa, State of Arizona. At all relevant times mentioned herein, Plaintiff, CYNTHIA MOUAIKEL, ("C. MOUAIKEL"), was an individual residing in the County of Maricopa, State of Arizona. At all times relevant hereto, Plaintiffs, E. MOUAIKEL and C. MOUAIKEL, (collectively, "MOUAIKEL"), contracted as copurchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 67. At all relevant times mentioned herein, Plaintiff, ANDREW POHL was an individual residing in the State of Arizona. At all relevant times mentioned herein, Plaintiff, and ASHLYN POHL was an individual residing in the State of Arizona. At all times relevant hereto, Plaintiffs, ANDREW POHL and ASHLYNN POHL (collectively, "POHL"), contracted jointly as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 68. At all relevant times mentioned herein, SANG MIN KIM, ("S. KIM"), is and was an individual residing in the State of Arizona. At all times relevant hereto, Plaintiff, S.KIM, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 69. At all relevant times mentioned herein, Plaintiff, RICHARD BARTONE ("BARTONE"), is and was an individual residing in the County of Clark, State of Nevada. At all times relevant hereto, Plaintiff, BARTONE, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 70. At all relevant times mentioned herein, Plaintiff, DAVID CROSSLEY and CAROL CROSSLEY, (collectively, "CROSSLEY"), were residents of Clark County, State of Nevada. At all times relevant hereto, Plaintiff, CROSSLEY contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants'

71. At all relevant times mentioned herein, Plaintiff, GREGORY CALLEGARI ("CALLEGARI"), is and was an individual residing in the State of Illinois. At all times relevant hereto, Plaintiff, CALLEGARI contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

72. At all relevant times mentioned herein, Plaintiff, IGOR LUKYAN ("LUKYAN"), is and was an individual residing in Lake County in the State of Illinois. At all times relevant hereto, Plaintiff, LUKYAN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

73. At all relevant times mentioned herein, Plaintiff, JERRY FRAZEE. is and was an individual residing in the State of Colorado. At all relevant times mentioned herein, Plaintiff, CONSTANCE FRAZEE is and was an individual residing in the State of Colorado. At all times relevant hereto, Plaintiffs JERRY FRAZEE and CONSTANCE FRAZEE, (collectively, "J. FRAZEE""), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

74. At all relevant times mentioned herein, Plaintiff, ROBERT FRAZEE, ("ROBERT FRAZEE"), was an individual residing in the State of Colorado. At all relevant times mentioned herein, Plaintiff, MARY ELLEN FRAZEE, ("M. FRAZEE"), was an individual residing in the State

of Colorado. At all times relevant hereto, Plaintiffs, R. FRAZEE and M. FRAZEE (collectively, "R. FRAZEE"), contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

75. At all relevant times mentioned herein, Plaintiff, GIUSEPPE PANNARALE, ("PANNARALE"), was an individual residing in the State of Illinois. At all times relevant hereto, Plaintiff, PANNARALE contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

76. At all relevant times mentioned herein, Plaintiff, JENNIFER A. MULL was an individual residing in the State of Kansas. At all relevant times mentioned herein, Plaintiff, GARY P. SCOTT was an individual residing in the State of Kansas. At all times relevant hereto, Plaintiffs MULL and SCOTT (collectively, "MULL"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

77. At all relevant times mentioned herein, Plaintiffs, CHRISTOPHER KEARNEY and GRACE KEARNEY, (hereinafter "KEARNEY"), are and were individual residing in the State of New York. At all times relevant hereto, Plaintiff, KEARNEY, contracted as purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff's within and through Defendants' offices located within the State of California in the manner described within this Complaint.

78. At all relevant times mentioned herein, Plaintiff, KING PENGUIN PROPERTIES,
LLC, ("KING PENGUIN"), is and was a Limited Liability Company organized and existing in the
State of New York. At the times herein mentioned, Plaintiff, KING PENGUIN acted by and
through its Managing Member, MICHAEL MIKELIC contracted as a purchaser of the
Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at
all times relevant hereto, the Defendants conducted business with said Plaintiff through its
Managing Member within and through Defendants' offices located within the State of California
in the manner described within this Complaint.

79. At all relevant times mentioned herein, Plaintiff, COLIN STEWART and NELOFEIR STEWART, (collectively, "STEWART"), were residents of the County of Queens, State of New York. At all times relevant hereto, Plaintiff, STEWART contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

80. At all relevant times mentioned herein, Plaintiff, CHARLES SCIBETTI ("SCIBETTI"), was a resident of the State of New York. At all times herein mentioned, Plaintiffs ALEXANDER PURDIE and EDITH PURDIE, (collectively "PURDIE"), were residents of Fulton County, State of Georgia. At all times herein mentioned, Plaintiffs SCIBETTI and PURDIE, were collectively doing business as MONUMENT PARTNERS. At all times relevant hereto, Plaintiffs, SCIBETTI and PURDIE, doing business as MONUMENT PARTNERS contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

81. At all relevant times mentioned herein, Plaintiff, PETER HAIDORFER, ("HAIDORFER"), is and was an individual residing in the County of New York, State of New York. At all times relevant hereto, Plaintiff, HAIDORFER contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

82. At all relevant times mentioned herein, Plaintiff, YI ZHANG, ("ZHANG"), is and was an individual residing in Fairfax County, State of Virginia. At all times relevant hereto, Plaintiff, ZHANG contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

83. At all relevant times mentioned herein, Plaintiffs, JAMES SARTAIN and MARY ANN SARTAIN, (collectively, "SARTAIN"), are and were individuals residing in the County of Denton, in the State of Texas. At all times relevant hereto, Plaintiff, SARTAIN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within the State of California in the manner described within this Complaint.

84. At all relevant times mentioned herein, Plaintiffs, MICHAEL SCHIEBLE and MELISSA SCHIEBLE, (collectively "M. SCHIEBLE"), were individuals residing in the State of Texas. At all relevant times mentioned herein, Plaintiffs, JOHN SCHIEBLE, and EILEEN SCHIEBLE, (collectively "J. SCHIEBLE) were individuals residing in the State of Wisconsin. At all times relevant hereto, Plaintiffs M. SCHIEBLE and J. SCHIEBLE jointly contracted as purchasers of the Condominium Unit sold as part of the Project as is more particularly described

hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

85. At all relevant times mentioned herein, Plaintiff, EVAN ST. GERMAIN, ("ST. GERMAIN"), was an individual residing in the State of Indiana. At all times relevant hereto, Plaintiff, ST. GERMAIN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 86. At all relevant times mentioned herein, Plaintiff, JAY MIKULSKI, ("MIKULSKI"), was an individual residing in the State of Illinois. At all times relevant hereto, Plaintiff, MIKULSKI contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 87. At all relevant times mentioned herein, Plaintiff, KELLY L. OBERBILLIG and SUSAN OBERBILLIG were residents of Arapahoe County in the State of Colorado, and at all times herein mentioned were doing business as PARAGON LLC, ("OBERBILLIG"), . At all times relevant hereto, Plaintiff, OBERBILLIG contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiff within the State of California in the manner described within this Complaint.

88. At all relevant times mentioned herein, MARK ESHRAGHI, ("ESHRAGHI"), is and was an individual residing in the State of Montana. At all times relevant hereto, Plaintiff,

more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

ESHRAGHI, contracted as a purchaser of the Condominium Unit sold as part of the Project as is

89. At all relevant times mentioned herein, Plaintiff, ROBERT CULBERTSON, ("R. CULBERTSON"), was an individual residing in the County of Orange, State of Florida. At all relevant times mentioned herein, Plaintiff, SYLVIA CULBERTSON, ("S. CULBERTSON"), was an individual residing in the County of Orange, State of Florida. At all relevant times mentioned herein, Plaintiff, R. CULBERTSON and S. CULBERTSON, (collectively "CULBERTSON"), jointly contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with said Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

90. At all relevant times mentioned herein, CON NGUYEN, ("C. NGUYEN"), is and was an individual residing in the State of Hawaii. At all relevant times mentioned herein, Plaintiff, LINDA NGUYEN, ("L. NGUYEN"), is and was an individual residing in the State of Hawaii. At all times relevant hereto, Plaintiffs, C. NGUYEN and L. NGUYEN, (collectively, "C. NGUYEN"), contracted as co-purchasers of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

91. At all relevant times mentioned herein, Plaintiff, JOHN KEHOE and ELYSE KEHOE. (collectively, "KEHOE"), were residents of Somerset County, State of New Jersey. At all times relevant hereto, Plaintiff, KEHOE contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the

Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

- 92. At all relevant times mentioned herein, BIZNESS DEVELOPERS, LLC, ("BIZNESS"), is and was a Limited Liability Company organizing and existing under the laws of the State of New Jersey. At all times relevant hereto, Plaintiff, BIZNESS, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 93. At all relevant times mentioned herein, Plaintiff, CHRISTINA WIESE, is and was a United States citizen, residing in Alberta, Canada. At all times herein mentioned, Plaintiff, CAMERON WIESE was a resident and Citizen of Canada. (Collectively "WIESE"). At all times relevant hereto, Plaintiff, WIESE contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.
- 94. At all relevant times mentioned herein, Plaintiff, MARK IPPOLITO, ("IPPOLITO"), is and was a United States citizen who presently is residing in Ireland. At all times relevant hereto, the Defendants conducted business with Plaintiff IPPOLITO within the State of California through the manner described within this Complaint, At all times relevant hereto, Plaintiff, IPPOLITO contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

95. At the time of entering into the purchase agreement for the Unit as identified hereinafter, Plaintiff, GENOVEVA OCHOA-ORTIZ, ("OCHOA-ORTIZ"), was an individual residing in the Republic of Mexico. Presently, Plaintiff resides within the County of Los Angeles, State of California. At all relevant times mentioned herein, Plaintiff, OCHOA-ORTIZ, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

96. At all relevant times mentioned herein, CLAUDIA ABUIN, ("ABUIN"), is and was an individual residing in the republic of Mexico. At all times relevant hereto, Plaintiff, ABUIN, contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

97. At all relevant times mentioned herein, Plaintiff, MAURICIO CAYCEDO ("CAYCEDO"), is and was a citizen of Colombia, residing in Venezuela. At all times relevant hereto, Plaintiff, CAYCEDO contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow and at all times relevant hereto the Defendants conducted business with Plaintiff CAYCEDO within and through Defendants' offices located within the State of California in the manner described within this Complaint.

98. At all relevant times mentioned herein, BRIAN GABER, ("B. GABER"), is and was an individual residing in the Ontario, Canada. At all relevant times mentioned herein, CINDY GABER, ("C. GABER"), is and was an individual residing in Ontario, Canada. At all times relevant hereto, Plaintiffs, B. GABER and C. GABER, (collectively, "GABER"), contracted as copurchasers of the Condominium Unit sold as part of the Project as is more particularly described

hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiffs within and through Defendants' offices located within the State of California in the manner described within this Complaint.

99. At all relevant times mentioned herein, Plaintiff, MICKEY WEIZMANN, ("WEIZMANN"), was a resident of Toronto, Ontario, Canada. At all times relevant hereto, Plaintiff, WEIZMANN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow and at all times relevant hereto the Defendants conducted business with Plaintiff WEIZMANN within and through Defendants' offices located within the State of California in the manner described within this Complaint.

100. At all relevant times mentioned herein, Plaintiff, PAUL WARREN, ("WARREN"), was a citizen of the United Kingdom, residing in Northern Ireland. At all times relevant hereto, Plaintiff, WARREN contracted as a purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow and at all times relevant hereto the Defendants conducted business with Plaintiff WARREN within and through Defendants' offices located within the State of California in the manner described within this Complaint.

101. At all relevant times mentioned herein, GULF COAST INVESTMENTS, LTD.("GULF COAST") was a Cayman Islands Limited Liability Company. At all relevant times mentioned herein, Plaintiff GULF COAST, acting through it's officers, contracted as purchaser of the Condominium Unit sold as part of the Project as is more particularly described hereinbelow, and at all times relevant hereto, the Defendants conducted business with Plaintiff within and through Defendants' offices located within the State of California in the manner described within this Complaint.

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THE DEFENDANT PARTIES

(General Agency Allegations)

102. The true names and capacities, whether individual, corporate, managing members
and/or managers of LLCs and or other limited liability entities, partner, associate, joint venturer,
governmental or otherwise of the heretofore unnamed Defendant DOES 1 through 500, inclusive,
are unknown to Plaintiffs at this time, who therefore sue said Defendants by such fictitious names.
When the true names, identities and capacities of such Defendants have been determined, Plaintiffs
will amend this Complaint to allege the same. Plaintiffs are informed and believe and thereon
allege that each defendant described herein as a "DOE" is liable and responsible, either directly, or
by reason of agency and/or other vicarious liability principles for the acts and/or omissions alleged
herein, and for the damages sustained by Plaintiffs. At all relevant times, the Defendants, and each
of them, including the DOE Defendants, were the agents, servants, employees, co-conspirators
and/or joint venturers of other Defendants, and the acts described hereinafter occurred while said
Defendants were acting within the course and scope of said agency, service, employment,
assignment, co-conspiracy and/or joint venture, and with the authorization and/or ratification of their
respective co-defendant(s).

103. At all times relevant hereto, the Defendant parties identified in paragraph 109

hereinbelow as the TRUMP Defendants, and each of them, along with DOE Defendants 1 - 50,

were acting in concert with and/or as the principals and/or agents of the remaining TRUMP

Defendant parties identified hereinbelow, including the individually named TRUMP Defendants,

along with DOE Defendants, and in doing the acts, things and/or deeds set forth in this Complaint,

were acting with the consent, knowledge, and/or ratification, either actual or implied, of one another

for the purpose of accomplishing their common goals, all for the furtherance of their common

purposes and goals as set forth and alleged in this Complaint such that the acts of one said

Defendant are attributable to each of the other Defendants, with whom they acted, based on

principles of agency and/or other principles of vicarious liability.

104. At all times relevant hereto, the Defendant parties identified hereinbelow in paragraph numbers 110 through 124 as the **TRUMP Defendants**, and each of them, along with DOE Defendants 1 - 50, were acting in concert with and/or as the principals and/or agents of the Defendant parties identified hereinbelow as the **IRONGATE Defendants**, along with DOE Defendants, and in doing the acts, things and/or deeds set forth in this Complaint, were acting with the consent, knowledge, and/or ratification, either actual or implied, of one another for the purpose of accomplishing their common goals, all for the furtherance of their common purposes and goals as set forth and alleged in this Complaint such that the acts of one said Defendant are attributable to each of the other Defendants, with whom they acted, based on principles of agency and/or other principles of vicarious liability.

Defendants, and the DOE Defendants 51 - 100, acting in concert with the remaining IRONGATE Defendants, including the individually named IRONGATE Defendants, in doing the things alleged herein, were, at all times relevant herein, acting as the agents, servants, employers and/or employees of one another, and in doing the acts, things and/or deeds set forth in this Complaint, were acting with the consent, knowledge, and/or ratification, either actual or implied, of one another for the purpose of accomplishing their common goals, all for the furtherance of their common purposes and goals as set forth and alleged in this Complaint such that the acts of one said Defendant are attributable to each of such other IRONGATE Defendants, with whom they acted, based on principles of agency and/or other principles of vicarious liability.

Defendants, (sometimes collectively referred to herein as the "S&P Defendants"), and each of them, along with DOE Defendants 101 - 200, acting in concert with the remaining S&P Defendants, including the individually named S&P Defendants, in doing the things alleged herein, were, at all times relevant herein, acting as the agents, servants, employers and/or employees of one another, and in doing the acts, things and/or deeds set forth in this Complaint, were acting with the

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consent, knowledge, and/or ratification, either actual or implied, of one another for the purpose of accomplishing their common goals, all for the furtherance of their common purposes and goals as set forth and alleged in this Complaint such that the acts of one said Defendant are attributable to each of such other Defendants, with whom they acted, based on principles of agency and/or other principles of vicarious liability.

Defendants, and each of them, along with DOE Defendants 101 - 200, were acting in concert with and/or as the principals and/or agents of the Defendant parties, the **TRUMP Defendants** and the

At all times relevant hereto, the Defendant parties identified hereinbelow as the S&P

IRONGATE Defendants, (identified collectively herein as the "**Developer Defendants**"), along with DOE Defendants, in doing the things alleged herein, were, at all times relevant herein, acting

as the agents, servants, employers and/or employees of one another, and in doing the acts, things

and/or deeds set forth in this Complaint, were acting with the consent, knowledge, and/or

ratification, either actual or implied, of one another for the purpose of accomplishing their common

goals, all for the furtherance of their common purposes and goals as set forth and alleged in this

Complaint such that the acts of one said Defendant are attributable to each of such other Defendants,

with whom they acted, based on principles of agency and/or other principles of vicarious liability.

Defendants, and each of them, along with DOE Defendants 101 - 200, were acting in concert with and/or as the principals and/or agents of the Defendant parties identified hereinbelow as the TRUMP Defendants, along with DOE Defendants 1 - 50, and in doing the acts, things and/or deeds set forth in this Complaint, were acting with the consent, knowledge, and/or ratification, either actual or implied, of one another for the purpose of accomplishing their common goals, all for the furtherance of their common purposes and goals as set forth and alleged in this Complaint such that the acts of one said Defendant are attributable to each of the other Defendants, with whom they acted, based on principles of agency and/or other principles of vicarious liability.

IDENTITY OF DEFENDANTS

A. Definitions

109. For purposes of clarity, when, in this Complaint, references to certain individual and/or groups of Defendants are made, the following definitions are to be applied:

i. The Individual and TRUMP Entity Defendants

- a. When the term "DONALD TRUMP" is used, the same shall be deemed to refer to Defendant, Donald J. Trump, individually. When the term "IVANKA" is used, the same shall be deemed to refer to Defendant, Ivanka Trump, individually. When the term "TRUMP, JR." is used, the same shall be deemed to refer to Defendant, Donald Trump, Jr., individually.
- b. When the term the "Individual TRUMP Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to Defendants, **DONALD** TRUMP, IVANKA, and TRUMP, JR.
- c. When the term the "TRUMP Entity Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to Defendants, TRUMP MARKS, LLC, a Delaware Limited Liability Company, THE TRUMP ORGANIZATION, INC., a New York Corporation, THE TRUMP ORGANIZATION, LLC, a New York Limited Liability Company, TRUMP MARKS BAJA, LLC, a New York Limited Liability Company, and THE TRUMP CORPORATION, a New York Corporation.
- d. When the term the "TRUMP Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to each and every of the Individual TRUMP Defendants, the TRUMP Entity Defendants and the thus un-named DOES 1 through 50, inclusive.

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ii. The Individual and IRONGATE Entity Defendants

- a. When the term "GROSFELD" is used, the same shall be deemed to refer to Defendant Jason Grosfeld, individually.
- b. When the term "**FISHER**" is used, the same shall be deemed to refer to Defendant, Adam Fisher, individually.
- c. When the term "SANCHEZ" is used, the same shall be deemed to refer to Defendant, Mark Sanchez, individually
- d. When the term the "IRONGATE Entity Defendants" is used, the same shall be deemed to refer jointly and collectively to Defendants, IRONGATE DEVELOPMENT, an unknown business entity; IRONGATE WILSHIRE, LLC, an unknown business entity; IRONGATE CAPITAL PARTNERS, LLC, a Delaware Limited Liability Company; FG WILSHIRE LLC, a Delaware Limited Liability Company; JK GROSFELD LLC, a Delaware Limited Liability Company; JGROSFELD LLC, a Delaware Limited Liability Company; AFISHER LLC, a Delaware Limited Liability Company; IRONGATE AZREP BW LLC, a Delaware Limited Liability Company; and IRONGATE AZREP BW, LLC, a Delaware Limited Liability Company, PUNTA BANDERA INVESTORS USA, LLC, a Delaware Limited Liability Company; PUNTA BANDERA INVESTORS USA II, LLC, a Delaware Limited Liability Company; IRONGATE PUNTA BANDERA INVESTORS USA, LLC, a Delaware Limited Liability Company; BANDERA FISHER LLC, a Delaware Limited Liability Company; BANDERA GROSFELD LLC, a Delaware Limited Liability Company; BANDERA FISHER FAMILY, LLC a Delaware Limited Liability Company; and BANDERA CRANE, LLC, a Delaware Limited Liability Company;

e. When the term "IRONGATE Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to the IRONGATE Entity Defendants GROSFELD and FISHER, and the thus un-named DOES 51 - 100.

iii. P.B. Impulsores

When the term "**PB Impulsores**" is used the same shall refer to that certain entity, PB IMPULSORES, S. de C.V., a Mexican Limited Liability Company.

iv <u>Individual Irongate Principal Non-Defendants</u>

- a. When the term "CRANE" is used, the same shall be deemed to refer to the principal of the IRONGATE Entity Defendants, and PB Impulsores, Joshua Crane, individually.
- b. When the term the "FEDERMAN" is used, the same shall be deemed to refer
 to the principal of the IRONGATE Entity Defendants, and PB Impulsores,
 Casey Federman, individually.

v. The Individual and S&P Entity Defendants

- a. When the term the "S&P Entity Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to Defendants, S&P DESTINATION PROPERTIES, U.S., INC., a Delaware Corporation, S&P DESTINATION PROPERTIES, INC., a Nevada Corporation, S&P DESTINATION PROPERTIES, L.P., a Delaware Limited Partnership, S&P DESTINATION PROPERTIES, S.A. de D.V, an unknown business entity, S&P REAL ESTATE PARTNERS, an unknown business entity, and RESORT DYNAMICS, INC., a California Corporation.
- b. When the terms the "Individual S&P Defendants" or "S&P Sales

Associate"is used, unless a specific S&P sales associate is referred to, the same shall be deemed to refer *jointly* and *collectively* to the non-entity individuals and individually named Defendants who were either employed and/or retained by the **S&P Entity Defendants**, including, Robert Brendan Mann, Matias Rodolfo Susel, Renee Hourston, Tracy Collinridge, Marie Laure Frere, Jason Dolker; Ryan Bicknell, Torres, Jacquelyn Setter, Jay Leduc; David Rockey, and Kevin Elrod.

- c. Clara Cho, B.J. Turner, and Rosy Torres are individuals who were either employed and/or retained by the **S&P Entity Defendants**, and are not named in this Action as Defendants, but nevertheless acted in the capacity of S&P Sales Associates who at all times relative to this Action acted under the direction and/or authority of the **S&P Entity Defendants**.
- d. When the term "S&P Principals" is used, the same shall be deemed to refer *jointly* and *collectively* to Defendants Sid Landolt, (previously erroneously named as DOE 101 as "Sid Landholt"), Peter Dupuis, and Richard Dean Davis.
- e. When the terms "S&P Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to each and every of the Individual S&P Defendants, the S&P Principals, the S&P Entity Defendants and the thus un-named DOES 101 through 200, inclusive.

v. The Developer Defendants

When the term "Developer Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to the IRONGATE Defendants, and the TRUMP Defendants, and each of them.

vi. <u>Developer Agents</u>

When the term "**Developer Agent Defendants**" is used, the same shall be deemed to refer *jointly* and *collectively* to the **S&P Defendants**, and each of them.

vii. Alternative Role of Developer Defendants as "Agents" under ILSA

Plaintiffs allege that in the event those parties alleged by Plaintiffs to be "Developers" under the definitions if the Interstate Land Sales Full Disclosure Act, as defined by 15 U.S.C. § 1701(5) are not found to be "Developers," under the Act, such parties, to include the **TRUMP Defendants**, the **IRONGATE Defendants**, or each or any of them not determined to be Developers under §1701(5), are alleged to be, in the alternative, Developer "Agents" as defined by 15 U.S.C. § 1701(6), which defines a Developer "Agent" as:

"any person who represents, or acts for or on behalf of, a developer in selling or leasing, or offering to sell or lease, any lot or lots in a subdivision"

In the event such Defendants are not found to be Developers under the Act, said Defendants acted in the role of "Agents" in acting for and/or on behalf of those who will be found to be Developers in this Action.

Donald J. Trump

110. At all times herein mentioned, defendant, **DONALD TRUMP**, was and is an individual residing in the State of New York, and at all times herein mentioned was doing business

DEFENDANT IDENTITY AND STATUS

The "TRUMP Defendants"

within the State of California. At all times herein mentioned, **DONALD TRUMP** was an officer, director, manager, managing member, principal and/or controlling shareholder of the various TRUMP Entity Defendants named hereinbelow, and in connection with the matters set forth in this Action, Defendant **DONALD TRUMP** had business dealings within the State of California directly related to the transactions which are the subject of this Action.

111. At all times herein mentioned, Defendant **DONALD TRUMP** was an officer, director, President and/or CEO of the Defendant, THE TRUMP ORGANIZATION, as well as the remaining TRUMP Entity Defendants named herein as Defendants and DOES.

112. Though Defendant **DONALD TRUMP** has, since the filing of this Action, denied both that either he or any of the **TRUMP Entity Defendants** were a Developer of the Trump Ocean Resort Baja Project, and that he, **DONALD TRUMP**, had any involvement as a Developer of the Trump Ocean Resort Baja Project, Defendant **DONALD TRUMP**, in fact, held himself out to be a Developer of the Project on numerous occasions, and to numerous persons and organizations and media outlets, including but not limited to the Wall Street Journal, the Los Angeles Times, the New York Times, the Chicago Sun Times, AP News Services, the San Diego Union Tribune, San Diego Business Weekly, on posters, billboards, and in marketing brochures describing the Trump Ocean Resort Baja (the "Project"), and even to the United States Senator, the Hon. Diane Feinstein, wherein in a signed letter from **DONALD TRUMP** to Senator Feinstein, he states:

"With our ongoing development of Trump Ocean Resort Baja Mexico.."

A copy of the print out of the web page where this information appeared is attached hereto as **Exhibit 1.** There are other numerous representations made by **DONALD TRUMP** as to the involvement of the TRUMP Defendants acting as the Developer of the Project, as are referenced hereinbelow.

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113. At all times herein mentioned as they relate to the acts and circumstances which form

the basis of this Action, Defendant **DONALD TRUMP**, at all times herein mentioned, approved and/or authorized, either specifically and/or tacitly, directed, ratified, and/or participated in the acts complained of herein engaged in by the **TRUMP Entity Defendants**, (as said **TRUMP Entity Defendants** are set forth and identified hereinbelow), and of the remaining **Individual TRUMP Defendants**, as further alleged herein in that, at all times herein mentioned, Defendant, **DONALD TRUMP** was, in conjunction with Defendants, **IVANKA** and **TRUMP**, **JR.**, the guiding spirit of each of the **TRUMP Entity Defendants**, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of the **TRUMP Entity Defendants**. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, **DONALD TRUMP** acted for or on behalf of the **TRUMP Entity Defendants** in doing the acts and/or omissions as alleged herein.

Donald Trump, Jr.

basis of this Action.

114. At all times herein mentioned, defendant, **TRUMP**, **JR**. was and is an individual residing in the State of New York. At all times herein mentioned, **TRUMP**, **JR**. was an officer, director, manager, managing member, principal and/or controlling shareholder of the various **TRUMP Entity Defendants** named hereinbelow, and in connection with the matters set forth in this Action, had business dealings within the State of California directly related to the transactions which are the subject of this Action, and as they relate to the acts and circumstances which form the

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115. At all times herein mentioned as they relate to the acts and circumstances which form the basis of this Action, Defendant **TRUMP**, **JR**. not only actively promoted the sale of the Units within the Project, but in the advertising campaign associated with the launch of Tower 2 sales, was in fact depicted as a central figure in the development of the Project. One such advertisement reads: "Donald Trump Jr. invites you to the Public Release of the Spa Tower Trump Ocean Resort Baja Mexico" and buyers were invited to "join Donald Trump Jr. for a special presentation on this exclusive ownership opportunity." The advertisement further proclaims that "...Donald Trump Jr.

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117. At all times herein mentioned, defendant, **IVANKA** was and is an individual residing in the State of New York. At all times herein mentioned, IVANKA was an officer, director, manager, managing member, principal and/or controlling shareholder of the various the **TRUMP Entity Defendants** named hereinbelow, and in connection with the matters set forth in this Action, Defendant had business dealings within the State of California directly related to the transactions

will launch the Public Release of the Spa Tower, the next phase of this resort's unprecedented luxury. A copy of the TRUMP JR. advertisement wherein TRUMP, JR. was represented to be launching Tower 2 sales at the U.S. Grant Hotel on June 27, 2007, is attached hereto as **Exhibit 105.** Coinciding with the **TRUMP JR.** advertisement, additional advertising was published specifically for brokers stating that "DONALD TRUMP AND IVANKA BRING NORTH BAJA TO SAN **DIEGO**," wherein the role of the other individual **TRUMP** Defendants, advertising and promoting the Project appeared. A copy of the "DONALD TRUMP AND IVANKA BRING NORTH BAJA TO SAN DIEGO advertisement (Bates stamped S&P 005122), is attached hereto as Exhibit 106.

At all times herein mentioned as they relate to the acts and circumstances which form the basis of this Action, Defendant **TRUMP**, **JR**. at all times herein mentioned, approved and/or authorized, either specifically and/or tacitly, directed, ratified, and/or participated in the acts complained of herein engaged in by the TRUMP Entity Defendants, and of the remaining Individual TRUMP Defendants, as further alleged herein in that, at all times herein mentioned, Defendant, TRUMP, JR., in conjunction with Defendants, DONALD TRUMP and IVANKA, was the guiding spirit of each of the TRUMP Entity Defendants, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of the **TRUMP Entity Defendants**. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, **TRUMP, JR.** acted for or on behalf of the **TRUMP Entity Defendants** in doing the acts and/or omissions as alleged herein.

118. At all times herein mentioned as they relate to the acts and circumstances which form the basis of this Action, Defendant IVANKA at all times herein mentioned, approved and/or authorized, either specifically and/or tacitly, directed, ratified, and/or participated in the acts complained of herein engaged in by the TRUMP Entity Defendants, and of the remaining Individual TRUMP Defendants, as further alleged herein in that, at all times herein mentioned, Defendant, IVANKA, in conjunction with Defendants, DONALD TRUMP and TRUMP, JR., was the guiding spirit of each of the TRUMP Entity Defendants, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of the TRUMP Entity Defendants. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, IVANKA acted for or on behalf of the TRUMP Entity Defendants in doing the acts and/or omissions as alleged herein.

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The "TRUMP Entity Defendants"

MARKS), was a Delaware Limited Liability organized and existing under and by virtue of the laws of the State of Delaware, with its principal place of business in New York. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants DONALD TRUMP, TRUMP, JR., and IVANKA each were a Manager, Managing Member, director, principal, or otherwise ran and/or directed the affairs of Defendant, TRUMP MARKS. Plaintiffs are further informed and believe that at all times relevant hereto, Defendants DONALD TRUMP, IVANKA and DONALD, JR. were officers, directors, principals, managing partners, managing directors, managing members, and/or otherwise responsible for the daily operations of Defendant, TRUMP MARKS. At all times herein mentioned, Defendant TRUMP MARKS had business dealings within the State of California directly related to the transactions which are the subject of this Action.

120. At all times relevant hereto, Defendant, the Trump Organization, Inc., a New York

Corporation, ("TRUMP ORG INC." or "The Trump Organization"), previously named and served as DOE 1, was a New York Corporation organized and existing under and by virtue of the laws of the State of New York, with its principal place of business in New York, and which conducted business within the State of California relative to the matters set forth in this Action. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants, DONALD TRUMP, IVANKA, and TRUMP, JR. were each a director, officer, and/or shareholder directing the affairs of said Defendant, The Trump Organization and/or principals, managing partners, managing directors, managing members, and/or otherwise responsible for the daily operations of said Defendant. At all times herein mentioned, said Defendant had business dealings within the State of California related to the transactions which are the subject of this Action.

121. At all times relevant hereto, Defendant, The Trump Organization, LLC, (hereinafter "TRUMP ORG LLC"), previously named and served as DOE 2, was a Delaware Limited Liability Company, organized and existing under and by virtue of the laws of Delaware, with its principal place of business in New York. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants, DONALD TRUMP, IVANKA, and TRUMP, JR. were each a director, officer, and/or shareholder directing the affairs of said Defendant, TRUMP ORG LLC and/or principals, managing partners, managing directors, managing members, and/or otherwise responsible for the daily operations of said Defendant. At all times herein mentioned, said Defendant had business dealings within the State of California related to the transactions which are the subject of this Action.

122. At all times relevant hereto, Defendant, Trump Marks Baja, LLC, (hereinafter "TRUMP MARKS BAJA"), previously named and served as DOE 3, was a Delaware Limited Liability Company, organized and existing under and by virtue of the laws of Delaware, with its principal place of business in New York. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants, DONALD TRUMP, IVANKA, and TRUMP, JR. were each a director, officer, and/or shareholder directing the affairs of said Defendant, TRUMP MARKS

BAJA and/or principals, managing partners, managing directors, managing members, and/or otherwise responsible for the daily operations of said Defendant. At all times herein mentioned, said Defendant had business dealings within the State of California related to the transactions which are the subject of this Action.

123. At all times relevant hereto, Defendants, **The Trump Organization**, **TRUMP ORG LLC**, and **TRUMP MARKS BAJA** were all under common ownership. See Declaration of Donald Trump, Jr. submitted in the matter of <u>Harris v. Trump</u>, L.A.S.C. Case No SC101 673, attached hereto as **Exhibit 2**.

- CORP") previously named as DOE 4, was a New York Corporation organized and existing under and by virtue of the laws of the State of New York, with its principal place of business in New York, and which conducted business within the State of California. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants, DONALD TRUMP, IVANKA, and TRUMP, JR. were each a director, officer, and/or shareholder directing the affairs of said Defendant, TRUMP CORP and/or principals, managing partners, managing directors, managing members, and/or otherwise responsible for the daily operations of said Defendant. At all times herein mentioned, said Defendant had business dealings within the State of California related to the transactions which are the subject of this Action.
- 125. At all times herein mentioned, each of the Individual TRUMP Defendants, including Defendants, DONALD TRUMP, IVANKA, and TRUMP, JR., as well as Defendants, THE TRUMP ORGANIZATION, INC., THE TRUMP ORGANIZATION LLC, and THE TRUMP CORPORATION, acted as Developers of the Trump Ocean Resort Baja, (as defined by 15 U.S.C. § 1701(5) of the Act, and/or as Developer "Agents" (as defined by 15 U.S.C. § 1701(6) of the Act), and all liability which is alleged herein under the provisions of the Act as they pertain to such Defendants are alleged in the alternative against these Defendants as "Developers" under

The IRONGATE Defendants and Structure of the IRONGATE Entity Defendants

General Structure

hereinbelow, acting in concert with and/or as the principals and/or agents of the one another, were specifically formed and/or operated by certain of the other IRONGATE Defendants either for the purpose of and/or to allow said Defendants to create a structure of inter-related and/or wholly owned subsidiary entities of the remaining IRONGATE Defendants identified hereinbelow, the purpose of which was to create a maze of entities which were designed to confound, confuse, evade and escape liability and exposure for the acts of the remaining IRONGATE Defendants. As part of this scheme, the IRONGATE Entity Defendants were formed to own and/or operate other IRONGATE Entity Defendants related to the transactions which are the subject of this Action, all for the actual and/or apparent purpose of shielding the principals of the Developer Defendants, and their respective principals, of personal exposure for their wrongful, illegal, and/or other tortious conduct inflicted upon buyers of the Units within the Project, including the Plaintiffs.

Jason Grosfeld

- 127. At all times herein mentioned, Defendant **GROSFELD** was and is an individual residing and/or conducting business in the County of Los Angeles, State of California, and at all times relevant hereto was conducting business and engaged in transactions related to the matters set forth in this Complaint
- 128. Plaintiffs are further informed and believe that at all times herein mentioned, Defendant **GROSFELD** was an officer, director, Manager, Managing Member, Senior Managing Member, controlling shareholder, President and/or CEO of the **IRONGATE Entity Defendants**, **PB Impulsores**, and the yet unnamed DOES 51 through 100.

Adam Fisher

- FISHER, approved and/or authorized, either specifically and/or tacitly, directed, ratified, and/or participated in the acts complained of herein of the IRONGATE Entity Defendants and of Defendant, PB Impulsores, as the guiding spirit of each of the IRONGATE Entity Defendants, and of Defendant, PB Impulsores, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of said Defendants as alleged herein, notwithstanding GROSFELD and FISHER were also acting as the agent of each of the said Defendants, and not on their own behalf.
- 130. At all times herein mentioned, Defendant **FISHER** was and is an individual residing and/or conducting business in the County of Los Angeles, State of California, and at all times relevant hereto was conducting business and engaged in transactions related to the matters set forth in this Complaint.
- 131. At all times relevant hereto, Defendant **FISHER** was an individual conducting business within the County of Los Angeles, State of California related to the transactions which are the subject of this Action. At all times herein mentioned, Defendant, **FISHER** was an officer, director, Manager, Managing Member, Senior Managing Director, controlling shareholder, President and/or CEO of the **IRONGATE Entity Defendants**, **PB Impulsores**, and the yet unnamed DOES 51 through 100.
- At all times herein mentioned, Defendant, FISHER, along with Defendant, GROSFELD, approved and/or authorized, either specifically and/or tacitly, directed, ratified, and/or participated in the acts complained of herein of the IRONGATE Entity Defendants as the guiding spirit of each of the IRONGATE Entity Defendants, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of said Defendants as alleged herein, notwithstanding that GROSFELD and FISHER were also acting as the agent of each of

said Defendants, and not on their own behalf.

133. Though Defendant **FISHER** has, since the filing of this Action, denied both that he or any of the **IRONGATE Entity Defendants**, was a developer of the Trump Ocean Resort Baja Project, and has further denied that he (**FISHER**) had any involvement as a developer of the Project, **FISHER** has stated in published articles and on the Internet statements in direct contradiction to such denials. In fact, as late as March 9, 2009, within days of the filing of this Action, **FISHER** described his role in the Trump Ocean Resort Baja and Trump Waikiki as follows:

"... first partnered with Mr. Trump when his US-based company, Irongate Wilshire, teamed up with the US property mogul to **develop** two projects: Trump International Hotel & Tower Waikiki Beach Walk in Hawaii, and Trump Ocean Resort Baja in Mexico." [Emphasis added].

A copy of the print out of the **FISHER** web page wherein this information appeared is attached hereto as **Exhibit 3**. This website, and any related web pages which contain these statements have since been removed from the web. Consistent with the statements made by **FISHER** relative to his role as a "partner" with **DONALD TRUMP**, in a May 31, 2006 published article entitled "*Trump prize: run Waikiki Tower*" appearing in the *Honolulu Advertiser* **FISHER** was identified as an "Irongate" principal and "Irongate Capital," was identified as the "development partner" with **DONALD TRUMP**, all in connection with the Trump Waikiki project. A true and correct copy of the print out of this Honolulu Advertiser article is attached hereto as **Exhibit 103**.

134. Further affirming Defendant **FISHER's** role relative to Trump Ocean Resort Baja, **FISHER** is again quoted within an article appearing in the San Diego Union Tribune dated November 1, 2008, wherein FISHER is identified as "[a] principal shareholder in the company developing the [Baja] project," and wherein **FISHER** speaks extensively and authoritatively

Mark Sanchez

136. At all times relevant hereto, Defendant, Mark Sanchez, (SANCHEZ), was an individual who resides either in the State of California and/or in the State of Baja California, in the Republic of Mexico. At all times herein mentioned, Defendant, SANCHEZ was in the employ of the **Developer Defendants**, and at all times relevant hereto, Defendant, SANCHEZ acted for, in concert with and/or on behalf of the remaining **IRONGATE Defendants** and on behalf of **PB Impulsores** in doing the acts and/or omissions as alleged herein.

Non-Defendant Principals of the IRONGATE Defendants

137. At all times herein mentioned, **FEDERMAN** was an officer, director, partner, managing member, and/or principal, and in conjunction with **CRANE** and Defendants **GROSFELD** and **FISHER** controlled the actions of the **IRONGATE Defendants** and **PB Impulsores** along with **CRANE** and Defendants, **GROSFELD** and **FISHER**.

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138. At all times relevant hereto, **CRANE**, was an officer, director, partner and/or managing member, Managing Director, and in conjunction with **FEDERMAN** and Defendants **GROSFELD** and **FISHER** controlled the actions of the **IRONGATE Defendants** and **PB Impulsores** along with **CRANE** and Defendants, **GROSFELD** and **FISHER**.

IRONGATE Entity Defendants

139. At all times relevant hereto, Defendant, IRONGATE DEVELOPMENT, (hereinafter IRONGATE DEV.), is and was an unknown business entity conducting business within the County of Los Angeles, State of California. Plaintiffs are further informed and believe, and on that basis allege that the principal office of IRONGATE DEV., at all times relevant hereto, was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California. (See "Company Overview" from Irongate website (www.irongp.com) attached hereto as Exhibit 5. At all times relevant hereto, FEDERMAN, CRANE, and Defendants GROSFELD and/or FISHER, were officers, directors, managers, managing members and/or owners of IRONGATE DEV., which Defendants controlled, managed, and/or otherwise directed the actions of IRONGATE DEV. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining IRONGATE Entity Defendants, and of PB Impulsores, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining IRONGATE Entity Defendants, and of PB Impulsores.

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140. At all times relevant hereto, Defendant, IRONGATE WILSHIRE, LLC (hereinafter IRONGATE WILSHIRE), is and was an unknown business entity conducting business within the County of Los Angeles, State of California. Plaintiffs are further informed and believe, and on that basis allege that the principal office of IRONGATE WILSHIRE, at all times relevant hereto, was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all relevant times, IRONGATE WILSHIRE represented themselves as a co-developer of the Trump Ocean Resort Baja with the TRUMP Defendants. See print out from Irongate website (www.irongp.com) attached hereto as Exhibit 6. At all times relevant hereto, Defendants GROSFELD and FISHER were officers, directors, managers, managing members and/or owners of IRONGATE WILSHIRE, which Defendants controlled, managed, and/or otherwise directed the actions of IRONGATE WILSHIRE. Plaintiffs are further

informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**.

141. At all times relevant hereto, Defendant, IRONGATE CAPITAL PARTNERS LLC, (hereinafter IRONGATE CAPITAL), is and was a Delaware Limited Liability Company conducting business within the County of Los Angeles, State of California. Plaintiffs are further informed and believe, and on that basis allege that the principal office of IRONGATE CAPITAL PARTNERS LLC, at all times relevant hereto, was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all times relevant hereto, Defendants GROSFELD and FISHER were officers, directors, managers, managing members and/or owners of IRONGATE CAPITAL, which Defendants controlled, managed, and/or otherwise directed the actions of IRONGATE CAPITAL. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining IRONGATE Entity Defendants, and of PB Impulsores, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining IRONGATE Entity Defendants, and of PB Impulsores.

142. At all times relevant hereto, Defendant, FG WILSHIRE LLC, a Delaware Limited Liability Company, ("FG WILSHIRE"), previously named as DOE 53, is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant FG WILSHIRE, LLC, at all relevant hereto was located at **10880 Wilshire Boulevard**, **Suite 1460**, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, JGROSFELD LLC

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and AFISHER LLC were Members of and/or controlled the actions of Defendant FG WILSHIRE LLC. At all times relevant hereto, Defendants **GROSFELD** and **FISHER** were officers, directors, managers, managing members and/or owners of FG WILSHIRE, which Defendants controlled, managed, and/or otherwise directed the actions of FG WILSHIRE. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**.

143. At all times relevant hereto, Defendant, JGROSFELD LLC, a Delaware Limited Liability Company, ("JGROSFELD"), previously named as DOE 51, is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant JGROSFELD LLC, at all relevant hereto was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, JGROSFELD LLC, along with Defendant, AFISHER LLC were Members of and/or controlled the actions of Defendant FG WILSHIRE LLC. At all times relevant hereto, Defendants GROSFELD and FISHER were officers, directors, managers, managing members and/or owners of JGROSFELD, which Defendants controlled, managed, and/or otherwise directed the actions of JGROSFELD. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants,** and of **PB Impulsores**.

144. At all times relevant hereto, Defendant, AFISHER LLC, a Delaware Limited

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Liability Company, ("AFISHER"), previously named as DOE 52, is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant AFISHER LLC, at all relevant hereto was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, AFISHER LLC, along with Defendant, JGROSFELD LLC were Members of and/or controlled the actions of Defendant FG WILSHIRE LLC. At all times relevant hereto, Defendants GROSFELD and FISHER were officers, directors, managers, managing members and/or owners of AFISHER, which Defendants controlled, managed, and/or otherwise directed the actions of AFISHER. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining IRONGATE Entity **Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants, and of PB Impulsores.**

145. At all times relevant hereto, Defendants, JGROSFELD, and AFISHER were Members of Defendant FG WILSHIRE LLC, which in turn was the Member of Defendant, IRONGATE

146. At all times relevant hereto, Defendant, FG CAPITAL PARTNERS LLC, a Delaware Limited Liability Company, ("FG CAPITAL"), previously named as DOE 56, is and was Limited Liability Company organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant FG CAPITAL PARTNERS LLC, at all relevant hereto was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, JKGROSFELD LLC and ABFISHER LLC were Members of and/or controlled the actions of Defendant FG CAPITAL PARTNERS LLC.

Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**.

Liability Company, ("JKGROSFELD"), previously named as DOE54, is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant JKGROSFELD LLC, at all relevant hereto was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, JKGROSFELD LLC, along with Defendant, ABFISHER LLC were Members of and/or controlled the actions of Defendant FG CAPITAL PARTNERS LLC. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining IRONGATE Entity Defendants, , and of PB Impulsores, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining IRONGATE Entity Defendants, and of PB Impulsores.

148. At all times relevant hereto, Defendant, IRONGATE AZREP BW LLC, a Delaware Limited Liability Company, ("IRONGATE AZREP"), previously named as DOE 58, is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of IRONGATE AZREP, at all relevant hereto was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, IRONGATE AZREP

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LLC, along with Defendant, shared management, offices, staff and interlocking directorships and/or management with the **remaining IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**. Plaintiffs are informed and believe that Defendant, IRONGATE AZREP BW LLC canceled their registration with the California Secretary of State.

Limited Liability Company, ("AZREP II"), previously named as DOE 59, is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware, and that AZREP II was registered with the California Secretary of State as a foreign limited liability company as of December 9, 2008. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant AZREP II, at all relevant hereto was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining IRONGATE Entity Defendants, and of PB Impulsores, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining IRONGATE Entity Defendants, and of PB Impulsores.

Liability Company, ("ABFISHER"), previously named as DOE 55, is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant ABFISHER LLC, at all relevant hereto was located at **10880 Wilshire Boulevard, Suite 1460**, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, ABFISHER LLC, along with

FOURTH AMENDED COMPLAINT

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PUNTA BANDERA INVESTORS USA II LLC. In turn, Defendant **GROSFELD** is also one of the Managers of Defendant, PUNTA BANDERA INVESTORS USA II LLC.

At all times relevant hereto, Defendant, BANDERA GROSFELD LLC, (hereinafter 156. "BANDERA GROSFELD"), is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are informed and believe that defendant BANDERA GROSFELD operated for the ostensible purpose of making an investment, and/or holding an ownership interest in the company identified hereinabove as "PB Impulsores." Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant BANDERA GROSFELD, at all times relevant hereto, was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant **GROSFELD** was the sole member of Defendant, BANDERA GROSFELD, and that Defendant **GROSFELD** controlled the actions of Defendant BANDERA GROSFELD. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants,** and of **PB Impulsores**.

157. At all times relevant hereto, Defendant, BANDERA FISHER LLC, (hereinafter BANDERA FISHER), is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are informed and believe that defendant BANDERA FISHER operated for the ostensible purpose of making an investment, and/or holding an ownership interest in **PB Impulsores**. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant BANDERA FISHER, at all times relevant hereto, is and was located at **10880 Wilshire Boulevard**, **Suite 1460**, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all

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times herein mentioned, Defendant FISHER was an officer, director, manager and/or owner of Defendant BANDERA FISHER, who controlled the actions of Defendant, BANDERA FISHER. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining IRONGATE Entity Defendants, and of PB Impulsores.

158. At all times relevant hereto, Defendant, BANDERA CRANE, LLC, is and was a Delaware Limited Liability Company, ("BANDERA CRANE"), which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant BANDERA CRANE LLC, at all times herein mentioned, is and was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all times relevant hereto, **CRANE** was the sole member of Defendant, BANDERA CRANE, LLC. Plaintiffs are informed and believe that defendant BANDERA CRANE was created and/or operated for the ostensible purpose of making an investment, and/or holding an ownership interest in **PB Impulsores**, and that at all times relevant hereto, **CRANE** was an officer, director, manager and/or owner of Defendant BANDERA CRANE, who controlled the actions of Defendant, BANDERA CRANE. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants**, and of **PB** Impulsores.

159. At all times relevant hereto, Defendant, IRONGATE PUNTA BANDERA INVESTORS LLC, a Delaware Limited Liability Company, (hereinafter IRONGATE PBI), is and

was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware formed on or about February 24, 2006. Plaintiffs are informed and believe that defendant IRONGATE PBI operated for the ostensible purpose of owning an interest in Defendant PUNTA BANDERA INVESTORS USA, LLC, (identified hereinbelow), and to be used to control Plaintiffs' deposits as is hereinafter alleged. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant IRONGATE PBI, at all times relevant hereto, is and was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all times herein mentioned, Defendants GROSFELD and/or FISHER were officers, directors, managers, managing members and/or owners of Defendant IRONGATE PBI. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining IRONGATE Entity Defendants, and of PB Impulsores, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining IRONGATE Entity Defendants, and of PB Impulsores.

160. At all times relevant hereto, Defendant, PUNTA BANDERA INVESTORS USA, LLC, a Delaware Limited Liability Company, (hereinafter "PBI USA"), is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware formed on or about February 24, 2006. Plaintiffs are informed and believe that the ostensible purpose of the formation of defendant, PBI USA was to make an investment and hold an ownership interest in **PB Impulsores**, as well as a company which was to be known as RB, S. de R.L. de C.V., which Plaintiffs are informed and believe was to be formed for the purpose of employing individuals who were to provide services to **PB Impulsores**. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant PBI USA, at all times relevant hereto was located at **10880 Wilshire Boulevard, Suite 1460**, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all times herein mentioned, Defendants **GROSFELD** and/or **FISHER** were officers, directors, managers,

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managing members and/or owners who controlled the actions of Defendant PBI USA Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**.

At all times relevant hereto, Defendant, PUNTA BANDERA INVESTORS USA II, LLC, a Delaware Limited Liability Company, (hereinafter PBI USA II), is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are informed and believe that the ostensible purpose of the formation of defendant, PBI USA II was to make an investment and hold an ownership interest in **PB Impulsores**. Plaintiffs are further informed and believe, and on that basis allege that at all times relevant hereto the principal office of Defendant PBI USA II was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all times relevant hereto, Defendants **GROSFELD** and/or **FISHER** were officers, directors, managers, managing members and/or owners of Defendant PBI USA II who controlled the actions of Defendant PBI USA II. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB** Impulsores, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants,** and of **PB Impulsores**.

162. At all times relevant hereto, Defendant, BANDERA FISHER LLC, a Delaware Limited Liability Company, ("BANDERA FISHER"), is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the

principal office of Defendant BANDERA FISHER, LLC, at all relevant hereto was located at 10880 Wilshire Boulevard, Suite 1460, Los Angeles 90024, in the City and County of Los Angeles, State of California, and that at all times relevant hereto, Defendant, FISHER was an owner, officer, director, managing member, manager and/or controlled the actions of Defendant BANDERA FISHER. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining IRONGATE Entity Defendants, and of PB Impulsores, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining IRONGATE Entity Defendants, and of PB Impulsores.

Delaware Limited Liability Company, ("BANDERA RF"), is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by virtue of the laws of the State of Delaware. Plaintiffs are presently unaware of the principal place of business of Defendant BANDERA RF. Plaintiffs are informed and believe, and on that basis allege that at all times relevant hereto, Defendant, was the sole member of Defendant, BANDERA RF. Plaintiffs are informed and believe that the ostensible purpose of the formation of defendant, BANDERA RF was to make an investment and hold an ownership interest in **PB Impulsores**. Plaintiffs are further informed and believe, and on that basis allege that the principal office of said defendant, at all times relevant hereto was located at and within the same offices as the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**, and that at all times relevant hereto, said Defendant shared management, offices, staff and interlocking directorships and/or management with the remaining **IRONGATE Entity Defendants**, and of **PB Impulsores**.

164. At all times relevant hereto, Defendant, BANDERA FISHER FAMILY LLC, a Delaware Limited Liability Company, ("BANDERA FISHER FAMILY"), is and was a Limited Liability Company which at all times relevant hereto, was organized and existing under and by

virtue of the laws of the State of Delaware. Plaintiffs are further informed and believe, and on that basis allege that the principal office of Defendant BANDERA FISHER FAMILY LLC, at all times relevant hereto was located at **10880 Wilshire Boulevard**, **Suite 1460**, Los Angeles 90024, in the City and County of Los Angeles, State of California. At all times relevant hereto, Defendant, **FISHER** was the sole member of Defendant, BANDERA FISHER FAMILY, LLC. Plaintiffs are informed and believe that the ostensible purpose of the formation of defendant, BANDERA

P.B. Impulsores

165. At all times relevant hereto, defendant, **PB Impulsores**, previously named as DOE 60, is and was created as a Limited Liability Company organized and existing under and by virtue of the laws of Mexico. At all times herein mentioned, **PB Impulsores** was the equivalent, under Mexican law of a limited liability business organization, organized and existing under and by virtue of the laws of the State of Baja California, in the Republic of Mexico, but at all times herein mentioned, **PB Impulsores** was controlled and operated by the **IRONGATE Defendants**, maintained its operations out of the **IRONGATE Defendants**' offices located at **10880 Wilshire Boulevard**, **Los Angeles**, **California 90024**. Plaintiffs allege that at all times relevant hereto, and regardless of the time or purpose of its' creation, **PB Impulsores** is, was, and has operated as an alter ego of each of the "**Developer Defendants**" in this Action.

FISHER FAMILY was to make an investment and hold an ownership interest in **PB Impulsores**.

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was to be built was located in Mexico, **PB Impulsores** was, due to ownership restriction effecting non-Mexican citizens, originally created by the **IRONGATE Defendants** and/or its principals to serve as a vehicle for dealing with laws related to ownership interests of the land by non-Mexican nationals, as recognized as under Mexican law. The **Developer Defendants**, and each of them, utilized the existence of this Mexican entity, **PB Impulsores**, as another means by which to reassure the Plaintiffs that it owned, operated and controlled every facet of the planned Resort, through their United States-based companies. Ultimately, upon the failure of the development, the **IRONGATE**

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location is no longer occupied or operational.

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demands therefor.

The Developer Defendants' Communications with the Buyers

169. At all relevant times alleged herein, the manner in which the **Developer Defendants** communicated with Plaintiffs was almost exclusively without reference to the ephemeral shell entity "PB Impulsores" until such time the development was finally admitted to be in dire financial straits and on the precipice of failure, when all of the Defendants adopted the stance that the only party who had any responsibility to the Buyers for the Project was PB Impulsores, which communications to the Plaintiffs occurred in December, 2008, some two years after sales commenced for the Units at the Project, and over two years after and since the Project was constantly marketed as "a development of Trump and Irongate."

Defendants and the **TRUMP Defendants**, and each of them, elected to improperly use the creation

of **PB Impulsores** as a means to escape, evade, improperly shield themselves from, and attempt

unsigned letter sent to each and every one of the Plaintiffs, (attached hereto as Exhibit 81). PB

Impulsores is insolvent and without assets, and there are no funds within that entity to address the

Plaintiffs' claims. Moreover, Plaintiffs are informed and believe and thereupon allege that although

PB Impulsores maintained an address from which purportedly conducted business in Mexico, said

served as offices for the **PB Impulsores** entity. **PB Impulsores**, not only through their counsel, but

through its' officers, principals, members, managing members and/or managers, who are identical

officers, principals, members, managing members and/or managers, as well as legal counsel as and

for the **IRONGATE Defendants** have long been put on notice of Plaintiffs' claims and Plaintiffs'

demands for arbitration pursuant to the written Purchase Agreements, yet have ignored Plaintiffs'

168. At all times relevant hereto the **IRONGATE Defendants**' offices in Los Angeles also

By the admission of **PB Impulsores**, as of on or about February 16, 2009, in an

to avoid liability and exposure for the **Developer Defendants**, and each of them.

170. One such example of the **Developer Defendants**' communications to the buyers, including the Plaintiffs, is in the monthly periodical entitled "Trump Baja Tribune." In the October, 2008 edition of the "Trump Baja Tribune," which is over two (2) years after the Trump Ocean Resort Baja initiated their marketing campaign, and almost two (2) years after the initial purchase agreements were executed, a letter to all Trump Ocean Resort Owners is prominently displayed on the first page and is identified as being sent by "Jason Grosfeld, Sr. Managing Director, Irongate." See Exhibit 7 attached hereto.

171. Most often when communicating with the Plaintiffs, the **Developer Defendants** and Developer Agent Defendants, when referring to "Irongate" did not differentiate between one "Irongate" entity and any other "Irongate" entity. (See, e.g., attached Exhibit 8). Rather, the **Developer Defendants** and **Developer Agent Defendants**' use of the nebulous term "Irongate" was purposeful so as to further allow the IRONGATE Defendants to attempt to avoid and evade liability for their acts and those acts of those persons acting in concert with them, and specifically evidences the blurring of the lines between one "Irongate" entity and the next. In fact, in advertising and promotional materials published by **Developer Agent Defendants** for and on behalf of the **Developer Defendants** the Project was promoted wherein the "Partners" were identified as:

"Partners

Trump Ocean Resort Baja Mexico is being developed by the Trump Organization and Irongate, a Los Angeles-based real estate development and investment company."

See page 4 of Exhibit 107 attached hereto. See also Exhibit 108 published by the Developer Agent **Defendants** which also identifies the "Developer" as "Irongate."

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172. Even persons within the employ of the **IRONGATE Defendants** did not differentiate one "Irongate" entity with another. As an example of this, see **Exhibit 116**, which is a copy of the business card of Carlos Palafox, the Director of Development of the Project for a period of time in 2007-2008, which simply states: "Irongate" above his name. There is no differentiation between

one or another "Irongate" entity when such persons held themselves out on behalf of the IRONGATE Defendants.

- Agent Defendants frequently referred to and used the term "Irongate" in their press releases, internet websites, electronic media and print advertising as well as marketing materials. There is no actual entity which is simply known as "Irongate," notwithstanding that the Developer Defendants and the Developer Agent Defendants used the term "Irongate" in the above manner. Plaintiffs allege that the IRONGATE Defendants, and each of them, are liable as the alter ego of one another for all acts and representations made wherein the entity referenced is simply referred to as "Irongate."
- At all times before they advised the buyers, including the Plaintiffs, that the development efforts of the Resort collapsed and failed, the **Developer Defendants**, and each of them, unabashedly touted "Irongate and Trump" as the developers of the Project. Prior thereto, the Mexican entity **PB Impulsores** was held out as being owned, operated and controlled through the **Developer Defendants**' United States-based companies. Ultimately, upon the failure of the development the **Developer Defendants** reversed course, and elected to improperly use the creation and existence of **PB Impulsores** as a means to escape and/or evade being held responsible for their own tortious acts, and/or violations of statutes which culminated in the failure of the Resort and the wrongful taking of millions of dollars in buyer deposits.
- 175. Unbeknownst to Plaintiffs at the time of their execution of the Purchase Agreements, the creation of **PB Impulsores** would be used by the **Developer Defendants** for the ulterior purpose of creating an ultimate additional layer of protection against creditors for liability for said Defendants' wrongful acts and/or omissions in the event the Trump Ocean Resort Baja failed. Ultimately, if the Resort failed, as has in fact occurred, the **Developer Defendants** would simply attempt to avail themselves, as they now have, of the false and fictitious position that neither the **IRONGATE Defendants**, nor the **TRUMP Defendants**, nor any of them, were developers of the

Project, but rather take the false position that the shell entity, **PB Impulsores**, was, to their exclusion, the sole "developer" of, and only entity responsible for anything related to the Resort. This, despite all of the representations made to the Plaintiffs throughout the marketing and sales process, as well as during the time subsequent to the Plaintiffs' execution of the Purchase Agreements when the **Developer Defendants** continued to persuade the buyers to keep paying in their deposits monies, and to forbear from taking any action to attempt to enforce any of their rights or otherwise attempt to get out from under the Purchase Agreements.

176. Further, the **Developer Defendants**' position, (i.e., that **PB Impulsores** is the only entity responsible and the only party against whom anyone would have any recourse for the failed Trump Ocean Resort Baja), is wholly and completely inconsistent with said Defendants' position even as set forth in their own pre-launch "NEWS RELEASE" of September 20, 2006, (identified herein as Exhibit 60A), wherein the Developer Defendants, as well as the S&P Defendants (the **Developer Agent Defendants**), announce the Project by stating:

"The Trump Organization CEO, Donald J. Trump, and Irongate principals, Adam Fisher and Jason Grosfeld have announced plans for Trump Ocean Resort Baja Mexico Developed as a partnership between the Trump Organization and Irongate, a Los Angeles based real estate investment and development company . . . "

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These representations were made consistently throughout the promotion, marketing and sales of the Project as evidenced in **Exhibits 60A** through **60M**.

177. Regardless of the purpose for which **PB Impulsores** was created, as part of the ongoing ruse which they continued to attempt to perpetrate, the **Developer Defendants** have used and are now attempting to use **PB Impulsores** as a vehicle to deceive and perfect their fraud in relation to the Plaintiffs' purchases of Units within the Trump Ocean Resort Baja Project, and in the event of and/or after the failure of the Resort, to use the shell and insolvent PB Impulsores as a

fraudulent protective device in an effort to make it falsely appear, after the fact, as if **PB Impulsores** was, somehow, the only entity involved as a Developer of the Project.

Defendants since advising the Plaintiffs of the collapse of their efforts at developing the Resort, at all times herein mentioned, the Developer Defendants, (consisting of the TRUMP Defendants and the IRONGATE Defendants), acted as the "Developers," (as defined by 15 U.S.C. § 1701(5) of the Act) and/or, in conjunction with the S&P Defendants, (the Developer Agent Defendants as "Agent" is defined by 15 U.S.C. § 1701(6) of the Act), of Trump Ocean Resort Baja, and all liability which is alleged herein under the provisions of ILSA as they pertain to such Defendants are alleged on the bases of said Defendants acting in the roles of "Developers" under 15 U.S.C. § 1701(5), and as "Agents" under 15 U.S.C. § 1701(6).

Agency Relationship and Alter Ego of

GROSFELD and FISHER with the Developer Defendants

179. Plaintiffs seek to establish the alter ego liability of **GROSFELD** and **FISHER** with that of the **IRONGATE Entity Defendants** for the acts, omissions, misconduct, massive misuse of Plaintiffs' deposits, and mismanagement of the Project as it relates to the Trump Ocean Resort Baja.

Defendants, operated the IRONGATE Entity Defendants as inter-related entities and businesses, organized and created for the sole purpose of establishing a series of companies, each holding common ownership in each other company, with the end design being the ability to control, operate, and to use the creation of a series of the IRONGATE Entity Defendants as a shield against exposure for the misdeeds, acts and/or omissions of GROSFELD, FISHER, and DOES, which persons acted, along with the TRUMP Defendants, in the capacity of the true Developers of the Project.

181. The principals of the IRONGATE Entity Defendants, GROSFELD, FISHER, and DOES went to great lengths at every turn to emphasize to all Plaintiffs, as well as to third party vendors that the **IRONGATE Entity Defendants** were interchangeable and one in the same by advertising and marketing the Resort as a partnership developed by "Irongate" and GROSFELD and FISHER, on the one hand, and by DONALD TRUMP and the TRUMP Defendants on the other hand. Once again, none of the advertisements or marketing materials pointed out or attempted to differentiate between any particular one of the IRONGATE Entity Defendants and the nondescript "Irongate."

182. The intent of GROSFELD, FISHER, and DOES as principals of the IRONGATE Entity Defendants from its inception, was to make certain the development of the Resort was represented as an "Irongate"-owned venture, co-owned along with the **TRUMP Defendants.** The **IRONGATE Defendants** established IRONGATE WILSHIRE as the "head" of the family of the "Irongate" created entities as set forth on **Exhibit 9** attached hereto. As evidenced in the attached document entitled "Structure Outline for Punta Bandera Venture" dated November 28, 2005, the Irongate Entities fell within common ownership under the tutelage and control of Defendants GROSFELD and FISHER, and Plaintiffs are informed and believe that at all times herein mentioned, each of the Irongate Entities was under said control and domination of Defendants **GROSFELD** and **FISHER**. Based on the foregoing, Plaintiffs are further informed and believe, and on that basis allege that:

Defendants IRONGATE WILSHIRE and/or IRONGATE CAPITAL were the sole a. owner(s) and/or controlled Defendant, IRONGATE PBI;

b. Defendant, IRONGATE PBI, in turn, was the sole owner of, and was formed for the purpose of owning and/or controlling Defendant, PBI USA;

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Defendant, PBI USA, LLC was, in turn, formed for the purpose of owning and/or c.

1		controlling Defendant, PBI USA II;
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3	d.	At all times relevant hereto, Defendant, JGROSFELD and AFISHER were Members
4		of and/or controlled the actions of Defendant FG WILSHIRE;
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6	e.	At all times relevant hereto, Defendants, JGROSFELD, and AFISHER were Members
7		of Defendant FG WILSHIRE, which in turn was the Member of Defendant,
8		IRONGATE WILSHIRE;
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10	f.	At all times relevant hereto, Defendant, JKGROSFELD and ABFISHER were
11		Members of and/or controlled the actions of Defendant FG CAPITAL PARTNERS;
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13	g.	At all times relevant hereto, Defendants, JKGROSFELD, and ABFISHER were
14		Members of Defendant FG CAPITAL PARTNERS, which in turn was the Member
15		of Defendant, IRONGATE CAPITAL PARTNERS;
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17	h.	Plaintiffs are further informed and believe that Defendants BANDERA FISHER,
18		BANDERA FISHER FAMILY, BANDERA CRANE, BANDERA GROSFELD, FG
19		WILSHIRE, FG CAPITAL PARTNERS, JGROSFELD, JKGROSFELD, AFISHER,
20		and/or ABFISHER were also formed for purpose of being members in the various
21		IRONGATE Defendant Entities to create a means of evading and escaping liability
22		and exposure for the acts of their principals.
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24	i.	Plaintiffs are further informed and believe that at all times relevant hereto, Defendant
25		PB Impulsores was also operated as an "Irongate" entity controlled by Defendants
26		GROSFELD and FISHER.
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28	Defendants (GROSFELD and FISHER were principals, officers, managers, managing members, 72

FOURTH AMENDED COMPLAINT

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27 28 Senior Managing Directors, and/or otherwise controlled and/or directed the activities of each of the above entities, and each of these companies and/or entities identified hereinabove as the IRONGATE Entity Defendants had interlocking directorates and were formed in order to allow Defendants **GROSFELD** and **FISHER** the ability to confuse and confound creditors and potential creditors, including Plaintiffs herein, for the purpose of avoiding and/or evading liability for their individual acts and/or omissions done and/or performed in the name of any such **IRONGATE Entity Defendant**. A dual and equally significant purpose of the foregoing labyrinth of corporate ownership was to create a scenario which, on one hand would ultimately allow and permit the **IRONGATE Defendants** to claim that they were a Developer of the Project and gain the resulting notoriety and prestige from so doing, or in the event of the failure of the Project, to disclaim all responsibility therefor, which their principals, GROSFELD and FISHER, are now attempting to do.

183. Under the acts and guidance of their principals, GROSFELD and FISHER, the **IRONGATE Entity Defendants** shared common ownership and/or controlled identical offices, secretarial assistance, management, attorneys, and staff, thereby eliminating any separateness at any level. Defendants, GROSFELD and FISHER, as the principals and guiding spirits of each of the **IRONGATE Entity Defendants**, and the controlling and dominant forces of the entire corporate structure outlined above, continued to operate in such a manner through and including what turned out to be the ultimate failure of the Trump Ocean Resort Baja.

184. At all times relevant hereto, Defendants, **GROSFELD** and **FISHER** and DOES acted in control of and/or in concert with the all of the remaining **IRONGATE Defendants** in doing the things alleged herein, and were, at all times relevant hereto, acting as the agents, servants, employers and/or employees of one another, such that the acts of one said Defendant are attributable to each of the other Defendants based on principles of agency.

185. Plaintiffs are informed and believe and thereon allege that Defendants, GROSFELD,

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as their business, property and affairs, and that there existed, and now exists, such a unity of ownership and interest between and amongst such persons and entities, that the individuality and separateness of such Defendants has ceased to exist. Thus, adherence to the fiction of the independent existence of the IRONGATE Entity Defendants and/or Defendants, GROSFELD and/or **FISHER** from one another would, under the circumstances, promote injustice and/or sanction fraud.

186. At all times in relation to the Trump Ocean Resort Baja, the **IRONGATE Entity Defendants** referred to themselves and used the term "Irongate" without any further delineation of any particular "Irongate" entity. Defendants, **GROSFELD** and/or **FISHER**, and DOES, operating under the otherwise non-specific name of "Irongate" held themselves out under different "Irongate" names as the "Developer" of the Project. As an example, attached hereto as Exhibit 24-N is a March 15, 2007 Contact Sheet from A.D.Tec Construction Management referencing "Irongate Wilshire LLC" as the "Developer" of the Project.

187. Plaintiffs are further informed and believe that at all times relevant hereto, the **IRONGATE Entity Defendants** were not properly and/or sufficiently capitalized to conduct business for the purposes for which said business entities were purportedly formed to accomplish, (i.e., to develop and construct a luxury high-rise condominium Development). Based on the Structure Outline of the Punta Bandera Venture, the massive misuse of funds, and resulting failure of the to-be-built Resort, the capitalization needed to actually build the structures was an impossibility without significant and unrealistic cash infusion by lenders, all of which was never disclosed to Plaintiffs at any time herein prior to their execution of the Purchase Agreements for the Units within the Project.

188. Plaintiffs are further informed and believe, and on that basis allege that at all times herein mentioned:

- a. The **IRONGATE Entity Defendants**, and each of them, are at all times herein mentioned were each a mere shell and sham without capital, assets, ownership shares, stock, or stockholders; and/or
- b. The **IRONGATE Entity Defendants**, and each of them, were conceived, intended, and used by such individual Defendants, **GROSFELD**, **FISHER**, and DOES, to avoid individual liability and for the purpose of substituting financially devoid and/or insolvent entities in their place and stead; and/or
- c. The **IRONGATE Entity Defendants** are, and at all times herein mentioned were, inadequately capitalized in that, compared with the business purportedly to be done by said Defendants and the risks of loss attendant thereto, the capitalization of each such entity was illusory or trifling; and/or
- d. One or more of such individuals, including Defendants, GROSFELD, FISHER, and/or DOES, and/or one or more of the remaining IRONGATE Entity Defendants has used or made use of assets of one or more of the remaining IRONGATE Entity Defendants for his or its personal use, caused assets of such entities to be transferred to him and/or it without adequate consideration, and withdrew funds from such entities' bank accounts for his and/or its personal use; and/or
- e. One or more of such individuals, including **GROSFELD**, **FISHER**, and DOES, have used assets of one or more of the **IRONGATE Entity Defendants** for his personal uses, caused assets of such entities to be transferred to him without adequate consideration, and /or withdrew funds from such entities' bank accounts for his personal use; and/or
- f. One or more of such individuals, GROSFELD, FISHER, and/or DOES, completely

controlled, dominated, managed, and operated one or more of the other IRONGATE

Entity Defendants, and intermingled the assets of each to suit the convenience of such individual and/or individuals and/or the remaining IRONGATE Entity

Defendants; and/or

g. The IRONGATE Entity Defendants, and each of them is, and at all times herein

mentioned was, a mere shell, instrumentality, and conduit through which Defendants,

GROSFELD, FISHER, and DOES, carried on his business in the entity name,

exactly as he had conducted it previous to formation of the entity, exercising complete

control and dominance of such business to such an extent that any individuality or

separateness of any particular IRONGATE Entity Defendant from Defendants

GROSFELD, FISHER, and DOES, did not exist; and

h. That one or more of the Irongate entities was created as a mere shell entity for the purpose of escaping, evading and avoiding legal liabilities which would otherwise fall to Defendants, **GROSFELD**, **FISHER**, and/or DOES arising out of the conduct of any of the aforesaid Defendant entities.

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Entity Defendants are the mere alter egos of one another, as well as of GROSFELD and/or FISHER. Plaintiffs are further informed and believe and thereon allege that these individuals have dominated and controlled the IRONGATE Entity Defendants. These individuals, in combination with, and by and through employees, respective representatives and agents of the remaining IRONGATE Entity Defendants, conspired to hinder, impede, delay and defraud Plaintiffs in the manner as alleged herein for the sole and/or primary purpose of giving Defendants FISHER and GROSFELD the ability to insulate themselves from the acts and/or omissions and the fraudulent acts and business practices performed on Plaintiffs as alleged herein, which benefitted said

assets, income and/or capital to satisfy any obligations which might result from each such Defendant entity's business operations, breaches, tortious acts, and/or failure to perform.

190. Plaintiffs are further informed and believe and thereon allege that Defendants, GROSFELD and FISHER, have so dominated and controlled the Defendants identified herein as the IRONGATE Entity Defendants, as well as PB Impulsores, and DOES, such that there existed, and now exists, such a unity of ownership and interest between these entities and individuals, that the individuality and separateness of these Defendants ceased to exist. Thus, adherence to these entities' independent existence would, under the circumstances, promote injustice and/or sanction fraud.

Defendants, **GROSFELD**, **FISHER**, and DOES, established this confusing, convoluted, contrived, and illusory corporate structure alleged hereinabove which was designed to both evade liability for their acts and/or omissions, and while doing so to increase the stature of the **IRONGATE Entity Defendants**, as well as **GROSFELD FISHER** in the eyes of public perception in order to enable said entities and their principals to continue with follow-up ventures and developments while at the same time controlling, dominating, managing, and operating the alter ego entities, and by obtaining and improperly using Plaintiffs' funds for the convenience and benefit of the alter ego individuals and entities as alleged hereinabove. As a direct and proximate result of the acts and/or omissions of said Defendants, and each of them, **FISHER** and **GROSFELD** are responsible for all damages attributable to the acts of all **IRONGATE Entity Defendants** as set forth in this Complaint.

Agency Relationship and Alter Ego of the TRUMP Defendants and the IRONGATE Defendants with PB Impulsores

192. At all times relevant hereto, including through the present, the **TRUMP Defendants** and the **IRONGATE Defendants** used the **PB Impulsores** entity as an entity merely to shield themselves from liability for their wrongdoing in their acts and/or omissions relating to the

marketing and sales of Units at the Trump Ocean Resort Baja. Since the failure of the Resort, these Defendants have maintained that the only responsible entity for the unmitigated failure of the Project, the massive misuse of funds, and any and all responsibility arising by reason of Defendants' own violations of common and/or statutory law as alleged in this Action rests at the feet of PB Impulsores, an insolvent Mexican limited liability company. At all times herein mentioned, PB Impulsores was an inadequately capitalized venture and entity for the purposes of building and developing the "world class resort" that it was marketed to be, and Defendants used, and continue to use the shell entity to escape and evade liability for their own wrongdoing. In fact, even though Defendants deny any connection to PB Impulsores separate and apart from the contractual relationship between PB Impulsores and the TRUMP MARKS and/or TRUMP MARKS BAJA, and the contractual relationships between PB Impulsores and the IRONGATE Entity Defendants, DONALD TRUMP and GROSFELD themselves sent to Plaintiffs a letter (which letter was signed by Donald J. Trump and Jason Grosfeld) on PB Impulsores letterhead wherein DONALD TRUMP and GROSFELD use the term "we" within this letter as referring to themselves as the "Developer" of the Project.

193. Likewise, at all times relevant hereto, including through the present, each of the **IRONGATE Defendants** and the **TRUMP Defendants** has maintained, and continues to maintain that the sole responsible party for the failure of the project and any liability which may be owing to the Plaintiffs in this action rests at the feet of **PB Impulsores**. At all times relevant hereto, including through the present, the Defendants have used and continues to use the **PB Impulsores** entity as an entity merely to shield himself from liability for his wrongdoing in their acts and/or

omissions relating to the marketing and sales of Units at the Trump Ocean Resort Baja.

194. At all times herein mentioned, **PB Impulsores** was an inadequately capitalized venture and entity for the purposes of building and developing the "world class resort" that it was marketed to be, and Defendants used, and continue to use the shell entity to escape and evade liability for their own wrongdoing. In that **DONALD TRUMP** has represented himself to be the

pre-eminent developer of luxury real estate in the world, **DONALD TRUMP**, at all times relevant hereto knew or should have known how such a proposed venture, such as the Trump Ocean Resort Baja, would have to be capitalized in order to succeed.

195. On the one hand, **DONALD TRUMP** has represented himself to be separate from the entity of **PB Impulsores**. On the other hand, when various of the **TRUMP Entity Defendants** were either receiving secret licensing fees and/or benefitting by exposure and publicity of representing that **DONALD TRUMP** and The Trump Organization were one of the developers of the Project, **DONALD TRUMP** signed a letter on **PB Impulsores** letterhead (**Exhibit 43**) which was sent to Tower 1 buyers. As evidenced by **Exhibit 43**, **DONALD TRUMP**, a world-class sophisticated businessman, self-professed pre-eminent developer in the world, and real estate magnate, used **PB Impulsores** interchangeably with himself and the **TRUMP Defendants**. To allow the **TRUMP Defendants** to now disavow the connection between themselves and **PB Impulsores** in order to evade and avoid personal exposure, would result in an injustice.

Control of Plaintiffs' Deposits

196. At all times mentioned herein, when Plaintiffs made any payments or deposits toward the purchase of a condominium at the Project, all such payments were required to be made payable to entities other than **PB Impulsores.** At all times mentioned herein, Plaintiffs' deposits were controlled by entities owned and operated by the **IRONGATE Entity Defendants** and the principals thereof.

197. Unbeknownst to all Plaintiffs, prior to their purchases, on November 8, 2005, a "Mandate Agreement" was entered into by and between **PB Impulsores** and Defendant PBI USA. This Mandate Agreement purportedly designated Punta Bandera Investors USA LLC as its "agent" for the purpose of "making some payments for certain expenses on its behalf" with "respect to the Project..." This Mandate Agreement was the first step in allowing the **IRONGATE Defendants** to control the funds deposited by Plaintiffs from purchases at the Project. See "Mandate

Promissory Note ("Note"), and Loan Agreement with MKA Real Estate Opportunity Fund LLC ("MKA") for the purpose of obtaining a loan in the sum not to exceed \$28,911,505.00 to be used in connection with the purchase of the land on which the Project was to be constructed. See attached hereto as **Exhibit 13** a true and correct copy of the Note and Loan Agreement. This Note and Loan Agreement specifically dictated the manner in which the loan proceeds would be used by the borrower. See Para 6.12 of the Loan Agreement. Also executed on that date, as the sole member of PBI USA, Irongate PBI assigned its Membership Interest to MKA in the event of default. This transaction was evidenced in a document entitled "Collateral Assignment of Membership Interest," between See attached hereto as **Exhibit 14**.

199. As a further condition to entering into the Note and Loan Agreement, on February 24, 2006, MKA also required **GROSFELD** and **FISHER** to execute an Indemnity and Guaranty Agreement ("IGA") which provided for a partial guaranty in the event PBI USA defaulted on, among other things, the Note and Loan Agreement. See attached as **Exhibit 15** a true and correct copy of the IGA.

200. On February 24, 2006 PBI USA created a Limited Liability Company wherein the only "member" of defendant PBI USA is defendant IRONGATE PBI. As a member of PBI USA PBI was to make an investment and own an interest in **PB Impulsores**. Thereafter, PBI and IRONGATE PBI entered into a document entitled "Development Management Agreement" ("DMA") with another one of its wholly owned companies, defendant Irongate Wilshire LLC, for the purported purpose of designating Irongate Wilshire LLC as the "construction manager" for the development of the Project. See attached hereto as **Exhibit 10** a true and correct copy of the Agreement executed by its two managers, Defendants **FISHER** and **GROSFELD**.

201. The end result of the series of agreements referenced hereinabove was an **IRONGATE Entity Defendant**, namely PBI USA, and/or IRONGATE WILSHIRE, became the "clearinghouse" with the unfettered authority and control to utilize all of the buyer deposits, and without any checks and balances from any outside person, firm and/or entity to ensure that Plaintiffs deposits were property used. For instance, when funds were to be accessed from LandAmerica Southland Title PB INVESTORS would accept the funds on behalf of **PB Impulsores**. See attached hereto as **Exhibit 16** a sample series of such requests dated September 7, 2007, September 25, 2007, and December 18, 2007, showing that all such funds were then received by "Punta Bandera." The result of the foregoing was, Plaintiffs' deposits would then be under the exclusive control of the IRONGATE Defendants.

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202. As part of the process of accounting for such expenditures, it was defendant "Punta Bandera Investors" who would generate self-described "invoice logs" exhibiting the purported payment of monies it controlled and paid out as referenced above. See attached hereto as Exhibit 17 a true and correct copy of one such "invoice log" produced by the IRONGATE Defendants, Bates stamped as B00010379-10381. As can be gleaned from such "invoice log" it was one of the **IRONGATE Entity Defendants** which controlled and was in charge of disbursing all monies generated from the Plaintiffs' deposits, including payments to other **IRONGATE Defendants** such as IRONGATE PUNTA BANDERA.

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203. As the progress of the Project waned, and the **IRONGATE Defendants** failed to stay current on their obligations pursuant to the Loan Agreement, the Secured Promissory Note and the IGA, the **IRONGATE Defendants**' lender, MKA, began asserting certain demands relative to the status of the buyer deposits. On May 23, 2008, one of the principals of MKA, Jason Sugarman, states an e-mail to the IRONGATE Defendants' principals, GROSFELD and FISHER:

> "When the massive mis-use of deposits used to cover over runs was discovered by MKA it was promised to me that MKA would not be damaged by IG's violation of the MKA loan."

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204. In subsequent communications between MKA and the **IRONGATE Defendants**, the "massive cost over runs" is a recurring issue being addressed without denial from the **IRONGATE Defendants**, including Defendants **FISHER** and **GROSFELD**. See attached hereto as **Exhibit 19** a true and correct copy of a series of e-mails dated April 13, 2008 from Jason Sugarman to FISHER and April 30, 2008 from Jason Sugarman to James Grosfeld (Jason Grosfeld's father), as well as FISHER and GROSFELD.

See true and correct copy of the MKA e-mail referenced dated May 23, 2008 attached hereto as

205. In fact the **IRONGATE Defendants** were specifically warned to stop using "the

deposits" if the expense was not on the approved budget or if the line item had been "exhausted."

Jason Sugarman states clearly that the "past usages" of buyer deposits were not authorized by MKA, that "Irongate is massively over budget which 'may cause harm' to the Project." See e-mail dated

June 4, 2008 from Jason Sugarman to **GROSFELD** and **FISHER**. On June 5, 2008, "Irongate"

requested approval for certain expenses to be paid to which MKA stated internally after reviewing

same that "most of these items are in the soft cost and project management categories. These

categories are already over budget." See said June 4 and June 5, 2008 e-mails from MKA's Ivan

Jiminez to Jason Sugarman and others attached hereto as **Exhibit 20**.

- On May 28, 2008, MKA confirmed the cost overruns totaling \$21,021,431.00 where "Irongate" deviated from the approved budget had been incurred. See e-mail string dated May 28, 2008 from Ivan Jimenez to Jason Sugarman (and others) attached hereto as **Exhibit 21**.
- 207. As set forth in the foregoing allegations, it was the **IRONGATE Defendants** who controlled, manipulated, disbursed and paid expenses associated with the Project out of the Plaintiffs' deposits. The IRONGATE Defendants "massively" misused at least the sum of \$21,021,431.00 of funds, thereby causing harm to the Project and mismanaging same, resulting in

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208. The **IRONGATE Defendants** wasted, siphoned, and/or skimmed millions of dollars of Plaintiffs' deposits by virtue of the unfettered access the **IRONGATE Defendants** had at all times to the Plaintiffs' deposits. Instead of using the Plaintiffs' deposits to develop and construct a "5 star resort" as promised, the **IRONGATE Defendants** used their corporate scheme to pay itself exorbitant and unjustified fees out of the Plaintiffs' deposits, and to use said monies to further their other business interests such as the Trump Waikiki and other Projects unrelated to Trump Ocean Resort Baja. In addition, the **IRONGATE Defendants** used the Plaintiff deposits for the personal use, comfort, and enjoyment of the **IRONGATE Defendants**' principals, **GROSFELD** and **FISHER**.

IRONGATE Defendants would operate each of their established entities as one of the developers of the Trump Ocean Resort Baja while each utilizing and/or controlling the Plaintiffs' deposits all to their collective benefit. At various times, PBI USA and PBI USA II, along with IRONGATE PBI, IRONGATE WILSHIRE, and the remaining IRONGATE Defendants were utilized and/or participated in an elaborate scheme designed to control the millions of dollars of Plaintiffs deposits to insure that it would have unfettered access to the funds, and which allowed said Defendants to exhaust the funds through their massive misuse. This scheme allowed the Defendants to defraud Plaintiffs and was designed to serve GROSFELD and FISHER' interests to protect the individual

Plaintiffs are further informed and believe, and thereon allege that the various

210. For instance, the **IRONGATE Defendants** represented IRONGATE PBI USA as the true developer of the Project to third party vendors as evidenced in the attached invoices collectively marked as **Exhibit 24A - 24Q**. **FISHER** and **GROSFELD**, along with **CRANE** and **FEDERMAN**, regularly approved the payment of such third party invoices from the Plaintiffs'

members, principals, shareholders, and owners of the **IRONGATE Defendants** in the event the

Trump Ocean Resort Baja was never built, as is specified hereinbelow.

funds as if said funds was/were their own.

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211. The **IRONGATE Defendants** also used other entities established for separate developments, such as the Trump Waikiki Resort, in connection with the payment of invoices relating to the Trump Ocean Resort Baja. As an example of this practice, see **Exhibit 22** attached hereto which is an invoice from Pepper Development Services directed to Irongate Ala Wai **Investors LLC**, (an entity having nothing to do with the development of the Trump Ocean Resort Baja), but which invoice was paid out of the funds received from Buyers in connection with the Trump Ocean Resort Baja. All of the foregoing expenses were charged to and paid for from the Plaintiffs' deposits whether the services were related to the Trump Ocean Resort Baja or other developments owned, operated and/or managed by the IRONGATE Defendants.

- 212. Plaintiffs are further informed and believe that one or more of the **IRONGATE Entity Defendants** were drawing and/or receiving illusory "management fees" from the Buyer Deposits, and that this method of charging against the Buyer Deposits was nothing more than a ruse to denude the funds paid by the Buyers.
- As an example of this scheme, the complex branches of the Irongate corporate maze which involves multiple IRONGATE Defendants, (both GROSFELD and FISHER as well as the IRONGATE Entity Defendants), attached hereto as Exhibit 10 is a copy of a document entitled: "Development Management Agreement" by and between Defendant, Punta Bandera Investors USA LLC and Defendant, Irongate Wilshire LLC. This document purports to establish the contractual right of Defendant "Irongate Wilshire" to be paid a "Management Fee" which includes monthly "Pre-development Management Fees" and "Development Management Fees." The payments also include the obligation to pay to Irongate Wilshire a percentage of the "Hard Costs" (defined as the "aggregate costs of all labor, materials, equipment, fixtures and furnishings necessary for the completion of the Project").

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IRONGATE Entity Defendant to be in control of directing Plaintiffs' deposits to another IRONGATE entity defendant while allowing the same IRONGATE Entity Defendants the ability to artificially increase and/or inflate the "Hard Costs" associated with the completion of the Project, which in turn would operate to increase the amount transferred to the other IRONGATE Entity Defendant. In turn, the recipient IRONGATE Entity Defendant received additional monies out of the Plaintiff deposits by simply categorizing certain purported expenses as "hard costs" rather than as another appropriately defined category.

215. The **IRONGATE Defendants** also paid to themselves exorbitant sums from the

Plaintiffs' deposits and disguised said abuse of funds by categorizing any and all such payments as

"developer" fees, "management" fees, and the like. Further exemplifying this illicit arrangement,

attached hereto as Exhibit 11 is a copy of an invoice dated March 15, 2007, from Defendant

Irongate Punta Bandera Investors, LLC for "management services" charged to **PB Impulsores**. The approval of this payment, and those like it, were passed within the same office, by the same persons

in charge of both operations, from one hand to another, all in a manner which was contrary to the

 $best\ interests\ of\ developing\ and\ actually\ constructing\ a\ 5-star\ rated\ high-rise\ condominium\ project.$

With no checks or balances in place, and with the failure of the **Developer Defendants** to contract

the services of an independent company to monitor the use of the funds for the Buyers' benefit, as

they represented would be done, the IRONGATE Defendants enjoyed the unfettered ability to

draw upon Plaintiffs' funds. In turn, with no independent oversight of the expenditure of the

Plaintiffs' funds, millions of dollars of Plaintiffs' deposits were wasted and used for the sole benefit

of the IRONGATE Defendants, all in a manner which continued to perpetrate a fraud on all

buyers, including the Plaintiffs herein.

216. The double-dealing, lack of checks and balances, and the absence of any "arms-length" relationships within the **IRONGATE Defendants** is also revealed in the Development Management Agreement which was executed in the interwoven round-robin manner

as follows:

On behalf of Defendant, PBI USA:

- a. By Defendant **GROSFELD** on behalf of Defendant BANDERA GROSFELD;
- b. By Defendant **FISHER** on behalf of Defendant BANDERA FISHER;
- c. By Defendants BANDERA GROSFELD and BANDERA FISHER on behalf of Defendants Punta Bandera Investors; and
- d. By Defendant, Irongate Punta Bandera Investors on behalf of Defendant Punta
 Bandera Investors USA LLC

On behalf of Defendant, IRONGATE WILSHIRE:

- a. By Defendant **GROSFELD** on behalf of Defendant JGROSFELD;
- b. By Defendant **FISHER** on behalf of Defendant AFISHER;
- c. By Defendants JGROSFELD and AFISHER on behalf of Defendant FG Wilshire; and
- d. By Defendant, FG WILSHIRE on behalf of IRONGATE WILSHIRE.

217. Further, the **IRONGATE Defendants** improperly utilized the funds of the buyers, including Plaintiffs herein, for the payment of the **IRONGATE Defendants**' attorneys' fees, including those fees incurred to implement the scheme to defraud Plaintiffs in connection with the HUD registration (as set forth hereinbelow). The expenditure of Plaintiffs' monies for such purposes was further evidence of the co-mingling and misuse of Plaintiffs' deposits for the use and benefit of the **Developer Defendants**, and were not for fees reasonably related to proper development costs, all to the detriment of the Plaintiffs herein. Plaintiffs are informed and believe and thereupon allege that such improperly spent sums are well in excess of \$2.9 million. See attached as **Exhibit 23** invoices rendered to "Irongate Companies" on December 11, 2006, from the Paul, Hastings firm, approved by **FISHER** and **CRANE**, and two invoices Dated December 10 and December 12, 2007 from Gibson, Dunn & Crutcher, rendered to "Iron Gate Wilshire LLC."

218. Further, the **IRONGATE Defendants** would co-mingle funds and/or treat either of the **IRONGATE Entity Defendants** as one in the same with the remaining **IRONGATE Entity Defendants** in purportedly incurring expenses for "PB Impulsores" or the "Punta Bandera Project," and would likewise pay expenses purportedly incurred for or on behalf of "PB Impulsores" out of the Plaintiffs' deposited funds to the various **IRONGATE Entity Defendants**, as is evidenced by a sampling of invoices related to the purported **PB Impulsores** development project, attached hereto as follows:

a. A billing statement dated October 6, 2006 addressed to PB Impulsores and Irongate from RSI/KI LLC, which appears to be approved by GROSFELD and CRANE, a copy of which is attached hereto as Exhibit 24A;

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A billing statement dated October 11, 2006 addressed to **Punta Bandera Investores USA LLC** [sic] / Mary Fitzgerald, (who, in documents filed with the California Secretary of State is identified as the Agent for Service of Process for IRONGATE AZREP BW LLC, at 10880 Wilshire Boulevard, Suite 1460, Los Angeles, CA 90024, the offices of the **remaining IRONGATE Defendants**), from Lightroom, which appears to be approved by **GROSFELD** and **CRANE**, a copy of which is attached hereto as **Exhibit 24B**;

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c. A billing statement dated November 24, 2006 addressed to Defendant, Punta Bandera **Investers** LLC [sic] from FedEx, which appears to be approved by Defendants, **GROSFELD** and **FISHER**, a copy of which is attached hereto as **Exhibit 24C**;

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d. A billing statement dated December 01, 2006 addressed to Defendant, Punta Bandera **Investers LLC** [sic] from FedEx, which appears to be approved by Defendants, **GROSFELD** and **FISHER**, a copy of which is attached hereto as **Exhibit 24D**;

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e. A series of billing statements dated December 05, 2006 addressed simply to "Irongate"

Investors USA LLC, Attention Casey S. Federman, from Defendant S&P Destination Properties for the project identified as "Project Name: IRONGATE - Punta Bandera," which appears to be approved by Defendants, **GROSFELD** and **FISHER**, a copy of which is attached hereto as **Exhibit 24G**;

h. A billing statement dated January 23, 2007, addressed to Defendant, **Punta Bandera Investors USA LLC,** from Datacore for the project identified as "Trump Baja Postcard," which appears to be approved by **FISHER** and **CRANE**, a copy of which is attached hereto as **Exhibit 24H**:

- i. A billing statement dated January 30, 2007 addressed to "Trump Resort" which appears to be approved by **FISHER** and **CRANE**, a copy of which is attached hereto as **Exhibit 24I**;
- **j.** A billing statement dated January 31, 2007, addressed to Defendant, **Punta Bandera Investors USA LLC,** from Lucy Lin, CPA, for the project identified as "Punta Bandera Project," which appears to be approved by **FISHER** and **CRANE**, a copy of which is attached hereto as **Exhibit 24J**;
- **k.** An "Expense Statement" for expenses dated February 7, 2007, which appears to be submitted by **FEDERMAN** addressed to Defendant, **Punta Bandera Investors LLC**, which appears to be for expenses for two round trip tickets for Joshua Crane and Casey Federman, a copy of which is attached hereto as **Exhibit 24K**;
- I. A billing statement dated September 07, 2007, addressed to Defendant, IRONGATE WILSHIRE LLC from Guerin Glass Architects, a copy of which is attached hereto as Exhibit 24L.

invoices was ever rendered to the purported "developer," PB Impulsores.

m. Further illustrative of this fact, even counsel for the IRONGATE Entity Defendants,

in rendering their billing for work on the Project addressed their billing to "Irongate

Companies" for the "Punta Bandera" project, as is evidenced by the billing statement of Paul,

Hastings, Janofsky & Walker LLP dated December 11, 2006, as produced as part of

Defendants' production in this matter, a copy of which is attached hereto as **Exhibit 24M**.

n. A contact sheet prepared by the IRONGATE Entity Defendants' retained contractor for

the project who identified the "developer/owner" of the project as Irongate Wilshire LLC,

also as produced in discovery in this matter, a copy of which is attached hereto as Exhibit

Even the **S&P Defendants**, who Plaintiffs allege acted as Developer Agents, would

render billings not to PB Impulsores, but rather to Defendant PBI USA for "Team

Compensation" "Salaries" and "Draws" based on work on the Project. See attached

Exhibits 24O, 24P, and 24Q, from February, March and April of 2007.

24N.

The Real Estate Brokers/Agents Acting for Plaintiffs

219. The Defendants identified in the following paragraphs acted in the capacity of real estate brokers and/or agents on behalf of those Plaintiffs, identified in the distinct causes of action below and as is alleged in further detail hereinbelow, and in such capacity received the payment of commissions from the **IRONGATE Entity Defendants**. In such capacity, and by reason of their so acting, the brokers and/or agents owed a duty to the buyers whom they represented or purported to represent to act in a manner consistent with law and with good and prudent standards consistent with real estate brokers and/or agents engaging in the same or similar business in the localities where said Defendants were engaged in practice.

220. At all times relevant hereto, each of the **S&P Defendants** named hereinbelow also acted in the capacity of real estate agents and/or brokers for and/or on behalf of each of the Plaintiffs identified in the causes of action set forth below with respect to the transactions which are the subject of this litigation, and pursuant to acting in such capacity were required to comply with all applicable laws and within standards of care applicable under the circumstances.

221. As for the Defendants who do not specifically maintain an office within the State of California, at all times relevant hereto, such Defendants are and were subject to jurisdiction of this Court by virtue of their business dealings and contacts within the State of California, to include the active sales promotion of the Project either in coordination with and/or at various sites and times within the State of California.

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The S&P Defendants

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222. Plaintiffs are further informed and believe and thereon allege that the **Developer Defendants** retained the **S&P Defendants** as their exclusive real estate broker and selling agent for

At all times relevant hereto, Defendant, S&P DESTINATION PROPERTIES, U.S.,

the sale of the Subject condominium interests which made up the Project.

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basis of this Action.

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224. At all times relevant hereto, Defendant, S&P DESTINATION PROPERTIES, INC., (S&P INC.) was a corporation organized and existing under the laws of Nevada, with its principal place of business in British Columbia, Canada, and was registered as a foreign corporation which

which was so authorized to conduct business as a foreign corporation within the State of California

by the office of the California Secretary of State. At all times herein mentioned, Defendant S&P

U.S. conducted business within the State of California relative to the transactions which form the

was so authorized to conduct business as a foreign corporation within the State of California by the office of the California Secretary of State. At all times herein mentioned, Defendant S&P INC. conducted business within the State of California relative to the transactions which form the basis of this Action, and at all times herein mentioned, Defendant, S&P INC. held themselves out in advertisements for the Project as a licensed California Broker.

225. At all times relevant hereto, Defendant, S&P DESTINATION PROPERTIES, L.P., (S&P LP) was a limited partnership organized and existing under the laws of Delaware, with its principal place of business in British Columbia, Canada, and was registered as a foreign entity which was so authorized to conduct business as a foreign corporation within the State of California by the office of the California Secretary of State. At all times herein mentioned, Defendant S&P LP represented itself as conducting business throughout the Western United States, Hawaii, and Mexico, and operated offices and conducted business within the State of California relative to the transactions which form the basis of this Action. See, Press Release Exhibit 25 attached hereto.

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226. At all times relevant hereto, Defendant, S&P Destination Properties, S.A. de C.V. ("S&P MEXICO"), was an unknown business entity, formed to operate within the Republic of Mexico. At all times herein mentioned, Defendant S&P MEXICO conducted business within the State of California relative to the transactions which form the basis of this Action.

227. At all times relevant hereto, Defendant, S&P REAL ESTATE PARTNERS ("S&P PARTNERS"), was an unknown business entity. At all times herein mentioned, S&P PARTNERS conducted business within the State of California relative to the transactions which form the basis of this Action.

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228. At all times relevant hereto, Defendant, RESORT DYNAMICS, Inc. is and was a Corporation, ("RESORT DYNAMICS"), organized and existing under and by virtue of the laws of the State of California, with its principal place of business in Bishop, California. At all times

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relevant hereto RESORT DYNAMICS employed several of the **Individual S&P Defendants** under and pursuant to a Broker's License held by **RESORT DYNAMICS** under the California Department of Real Estate.

The S&P Principals

229. At all times relevant hereto, Defendant, SID LANDOLT, ("LANDOLT"), previously named in this Action as DOE 101, was an individual residing in British Columbia, Canada, who at all times herein mentioned was conducting business within the State of California in relation to the matters which are the subject of this Action. At all times herein mentioned, Defendant, LANDOLT was an owner, officer, director, manager, managing member and/or person who controlled the aforesaid S&P Entity Defendants. In such position for the S&P Entity Defendants, Defendant **LANDOLT**, at all times herein mentioned, authorized, directed, and/or participated in the acts complained of herein engaged in by the S&P Entity Defendants as alleged herein in that, at all times herein mentioned Defendant, LANDOLT, was, along with Defendants PETER DUPUIS and RICHARD DEAN DAVIS, the guiding spirit of each of the S&P Entity Defendants, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of the S&P Entity Defendants as alleged herein, notwithstanding that each of the individual Defendants, including LANDOLT, DUPUIS, and/or DAVIS were also acting as the agent of each of the **S&P Entity Defendants**, and not on their own behalf.

230. At all times relevant hereto, Defendant, PETER DUPUIS, ("**DUPUIS**"), previously named in this Action as DOE 102, was an individual residing in British Columbia, Canada, who at all times herein mentioned was conducting business within the State of California in relation to the matters which are the subject of this Action. At all times herein mentioned, Defendant, **DUPUIS** was an owner, officer, director, manager, managing member and/or person who controlled the aforesaid S&P Entity Defendants. In such position for the S&P Entity Defendants, Defendant **DUPUIS**, at all times herein mentioned, authorized, directed, and/or participated in the acts complained of herein engaged in by the S&P Entity Defendants as alleged herein in that, at all

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RICHARD DEAN DAVIS, the guiding spirit of each of the **S&P Entity Defendants**, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of the **S&P Entity Defendants** as alleged herein, notwithstanding that each of the individual Defendants, including **DUPUIS**, **LANDOLT**, and/or **DAVIS** were also acting as the agent of each of the **S&P Entity Defendants**, and not on their own behalf.

At all times relevant hereto, Defendant, RICHARD DEAN DAVIS, ("DAVIS"), was an individual residing in the State of California, who at all times herein mentioned was conducting business within the State of California in relation to the matters which are the subject of this Action. At all times herein mentioned, Defendant, DAVIS was an owner, officer, director, manager, managing member and/or person who controlled the defendant **RESORT DYNAMICS**. Further, at all times herein mentioned, Defendant, DAVIS was an owner, officer, director, manager, managing member, principal, affiliate, and/or person who controlled the defendant entities sued herein as the S&P Entity Defendants insofar as it related to the marketing and/or sales of the Units at the Trump Ocean Resort Baja to the Plaintiffs herein. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, DAVIS acted for or on behalf of RESORT **DYNAMICS** in doing the acts and/or omissions as alleged herein, and at all times relevant hereto, Defendant, **DAVIS** acted as the "responsible licensed Broker" under whom one or more of the **Individual S&P Defendants** worked as sales agents for the sales team for Trump Ocean Resort Baja. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, **DAVIS**, in his capacity as Broker for the sales team at Trump Ocean Resort Baja, acted in concert with and/or on behalf of the **Developer Defendants** in doing the acts and/or omissions as alleged herein. In such position for **RESORT DYNAMICS** and/or the **S&P Entity Defendants**, Defendant **DAVIS**, at all times herein mentioned, authorized, directed, ratified and/or participated in the acts complained of herein by the S&P Entity Defendants and/or by RESORT DYNAMICS in that, at all times herein mentioned Defendant, DAVIS, was, along with Defendants DUPUIS and LANDOLT, a guiding spirit of each of both RESORT DYNAMICS and of the S&P Entity

Defendants, and was not only a central figure in, but was an active participant in the wrongful conduct engaged in by each of said Defendants as alleged herein, notwithstanding that each of the individual Defendants, including **DAVIS**, **LANDOLT** and/or **DUPUIS** were also acting as the agent of each of both **RESORT DYNAMICS** and/or of the **S&P Entity Defendants**, and not on their own behalf.

The S&P Salespersons / Agents

232. At all times relevant hereto, Defendant, MATIAS RODOLFO SUSEL, (SUSEL), was an individual who resides either in the State of California and/or in the State of Baja California, in the Republic of Mexico. At all times herein mentioned, Defendant, SUSEL acted as a sales representative and/or real estate agent in the employ of one or more of the S&P Entity Defendants, as well as in the capacity to which he referred to himself in correspondence as "Property Associate, Trump Ocean Resort Baja." Attached hereto as Exhibit 26 is a true and correct copy of the business card used by Defendant, SUSEL and provided to buyers and prospective buyers at the Project. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, SUSEL acted for and/or on behalf of the Developer Defendants and Developer Agent Defendants in doing the acts and/or omissions as alleged herein.

233. At all times relevant hereto, Defendant, ROBERT BRENDAN MANN, (MANN), was an individual who at all times relevant hereto worked in the capacity of "Sales Director" for the Trump Ocean Resort Baja for one or more of the **S&P Entity Defendants**, and/or other DOE Defendants, and who acted for, in concert with and/or on behalf of the **Developer Defendants** and the **Developer Agent Defendants** in doing the acts and/or omissions as alleged herein. At all times relevant hereto, Defendant MANN was licensed by the State of California as a real estate agent, and worked under the license of Defendant, S&P Destination Properties, Inc.

234. At all times relevant hereto, Defendant, TRACY COLLINGRIDGE, (COLLINGRIDGE), was an individual who acted as a real estate agent in the employ of one or more

of the **S&P Entity Defendants**, as well as in the capacity to which she referred to herself in correspondence as "Property Associate, Trump Ocean Resort Baja." Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, COLLINGRIDGE acted for and/or on behalf of the **Developer Defendants** and **Developer Agent Defendants** in doing the acts and/or omissions as alleged herein. Plaintiffs are further informed and believe that Defendant COLLINGRIDGE was not licensed as a real estate agent or broker within the State of California at any time relevant to the matters set forth in this Complaint.

235. At all times relevant hereto, Defendant, JASON DOLKER, (DOLKER), was an individual who acted as a real estate agent in the employ of one or more of the **S&P Entity Defendants**, as well as in the capacity to which he referred to himself in correspondence as "Sales Associate, Trump Ocean Resort Baja." Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, DOLKER acted for and/or on behalf of the **Developer Defendants** and **Developer Agent Defendants** in doing the acts and/or omissions as alleged herein. Plaintiffs are further informed and believe that Defendant DOLKER was licensed as a real estate agent or broker within the State of California at any time relevant to the matters set forth in this Complaint.

236. At all times relevant hereto, Defendant, RYAN BICKNELL, (BICKNELL), was an individual who acted as a real estate agent in the employ of one or more of the **S&P Entity Defendants**, as well as in the capacity to which he referred to himself in correspondence as "Sales Associate, Trump Ocean Resort Baja." Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, BICKNELL acted for and/or on behalf of the **Developer Defendants** and **Developer Agent Defendants** in doing the acts and/or omissions as alleged herein. Plaintiffs are further informed and believe that Defendant BICKNELL was not licensed as a real estate agent or broker within the State of California at any time relevant to the matters set forth in this Complaint.

237. At all times relevant hereto, Defendant, MARIE LAURE FRERE, ("FRERE"), was

an individual who acted as a real estate agent in the employ of one or more of the **S&P Entity Defendants**, and are further informed and believe that at all times relevant hereto, Defendant, FRERE acted for and/or on behalf of the **Developer Defendants** and **Developer Agent Defendants** in doing the acts and/or omissions as alleged herein. Plaintiffs are informed and believe, and thereon allege that at all times herein mentioned, Defendant, FRERE, was licensed as a real estate agent by the State of California.

238. At all times relevant hereto, Defendant, RENEE HOURSTON, ("HOURSTON"), was an individual who acted as a real estate agent in the employ of one or more of the **S&P Entity Defendants**. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, HOURSTON acted for and/or on behalf of the **Developer Defendants** and **Developer Agent Defendants** in doing the acts and/or omissions as alleged herein. Plaintiffs are informed and believe, and thereon allege that at all times herein mentioned, Defendant, HOURSTON, was not licensed as a real estate agent and/or broker by the State of California.

- At all times relevant hereto, Defendant, JACQUELYN SETTER, ("SETTER"), previously named herein as DOE 106, was an individual who acted as a real estate agent in the employ of one or more of the **S&P Entity Defendants**, as well as in the capacity to which she referred to herself in correspondence as "Sales Associate, Trump Ocean Resort Baja." Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, SETTER acted for and/or on behalf of the **Developer Defendants** and **Developer Agent Defendants** in doing the acts and/or omissions as alleged herein. Plaintiffs are further informed and believe that Defendant SETTER was not licensed as a real estate agent or broker within the State of California at any time relevant to the matters set forth in this Complaint.
- 240. At all times relevant hereto, Defendant, JAY LeDUC, (LeDUC), previously named herein as DOE 103, was an individual who acted as a real estate agent in the employ of one or more of the **S&P Entity Defendants**, as well as in the capacity to which he referred to himself in

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matters set forth in this Complaint.

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243. At all times relevant hereto, ROSY TORRES, ("TORRES"), was an individual who

as a real estate agent or broker within the State of California at any time relevant to the matters set

named herein as DOE 104, was an individual who acted as a real estate agent in the employ of one

or more of the S&P Entity Defendants, as well as in the capacity to which he referred to himself

in correspondence as "Sales Associate, Trump Ocean Resort Baja." Plaintiffs are further informed

and believe that at all times relevant hereto, Defendant, ROCKEY acted for and/or on behalf of the

Developer Defendants and Developer Agent Defendants in doing the acts and/or omissions as

alleged herein. Plaintiffs are further informed and believe that Defendant ROCKEY was not

licensed as a real estate agent or broker within the State of California at any time relevant to the

named herein as DOE 105, was an individual who acted as a real estate agent in the employ of one

or more of the S&P Entity Defendants, as well as in the capacity to which he referred to himself

in correspondence as "Sales Associate, Trump Ocean Resort Baja." Plaintiffs are further informed

and believe that at all times relevant hereto, Defendant, ELROD acted for and/or on behalf of the

Developer Defendants and Developer Agent Defendants in doing the acts and/or omissions as

alleged herein. Plaintiffs are further informed and believe that Defendant ELROD was not licensed

as a real estate agent or broker within the State of California at any time relevant to the matters set

At all times relevant hereto, Defendant, DAVID ROCKEY, (ROCKEY), previously

At all times relevant hereto, Defendant, KEVIN ELROD, ("ELROD"), previously

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Ocean Resort Baja." Plaintiffs are further informed and believe that at all times relevant hereto, TORRES acted for and/or on behalf of the Developer Defendants and Developer Agent **Defendants** in doing the acts and/or omissions as alleged herein. Plaintiffs are further informed and believe that TORRES was not licensed as a real estate agent or broker within the State of California at any time relevant to the matters set forth in this Complaint. Plaintiffs are further informed and believe that the **S&P Entity Defendants** had also

specifically retained the services of Clara Cho, ("CHO"), BONNIE CROWELL, ("CROWELL"), and B.J. TURNER ("TURNER") to act as liaisons with some of the Plaintiffs herein. Plaintiffs are further informed and believe that the S&P Entity Defendants had also specifically retained as a sub-agent, the services of Joel Greene ("GREENE") to act as liaisons with some of the Plaintiffs herein. At all times relevant hereto CHO, CROWELL, TURNER and GREENE were individuals who acted as real estate agents in the employ of and/or to act as an agent of one or more of the S&P **Entity Defendants** as sales associates for the Trump Ocean Resort Baja. Plaintiffs are further informed and believe that at all times relevant hereto, CHO, CROWELL, TURNER and GREENE acted for, in concert with and/or on behalf of the Developer Defendants and Developer Agent **Defendants** in doing the acts and/or omissions as alleged herein.

245. At all times relevant hereto, the **Individual S&P Defendants**, acted as the agents of the **Developer Defendants** and/or agents and/or employees of the **Developer Agent Defendants**, and in doing the things alleged herein were, at all times, acting within the course and scope of such agency and/or employment and/or in concert with and/or in furtherance of the common scheme of the remaining Defendants.

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GENERAL ALLEGATIONS

The Condominium Property (the "Project" or "Development"), and the Marketing of the "Trump Ocean Resort Baja"

246. This Action arises out of the elaborate marketing and promotion of a hotel condominium project for luxury condominium units, which was to be built in Baja California, Mexico, approximately a thirty minute drive South of Downtown San Diego, California. The hotel condominium project was to be a Donald Trump development, with DONALD TRUMP participating as a Developer. The Development, originally a project of the IRONGATE **Defendants**, had previously been called "Mirada" or "Mirada Punta Bandera Baja." See **Exhibit** 27. Initially, when the Mirada project was being marketed, the IRONGATE Defendants had likewise retained the **S&P Defendants** as the marketing agent. As part of their marketing concept for Mirada, the S&P Defendants liberally and frequently used the tie-in of the "Trump and Irongate" partnership in Waikiki. Attached as **Exhibit 27A** is a copy of an S&P training guide entitled "Mirada Sales Language - Dealing with Objections," as produced by S&P in this litigation. In this document, at pages 6 and 7, the Irongate-Trump connection is stressed. Later, the **IRONGATE Defendants** teamed with the **TRUMP Defendants** on this development, and Mirada ultimately became, and was re-named "Trump Ocean Resort Baja," (sometimes herein referred to as the "Project" or the "Development").

247. In or about mid-2006, the **Developer Defendants**, and the **S&P Defendants**, began the marketing of what they described as a Condominium-hotel resort to be located in the region of Northern Baja California, Mexico, which area was within the City limits of Tijuana, Baja California, Mexico, on a beachfront parcel in an area known as "Punta Bandera." The actual parcel of property involved was more particularly described as: "that certain real property located in Km 15.985 of the scenic highway Tijuana-Ensenada in the State of Baja California, Mexico. The hotel-condominium development was to become known as the "Trump Ocean Resort Baja," (previously identified as the "Project" and/or "Development"), and was announced and marketed as a "partnership between the Trump Organization and Irongate...." (See, Press Release dated

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September 20, 2006, attached hereto as "Exhibit 28," see "April XX, 2007" Press Release attached hereto as "Exhibit 29" and "Exhibits 60A-60M").

248. As part of the common promotional plan by the **Developer Defendants**, as well as the **Developer Agent Defendants**, press releases were issued to numerous news outlets, reaffirming the relationship and status of "Trump and Irongate" as the Co-developers of the Project, and the participation of Defendant, **DONALD TRUMP**. (See, e.g., Articles dated October 4, 2006, from "Business Week On Line" and October 11, 2006, from the San Diego Business Journal, collectively attached hereto as **Exhibit 30**). Detailed information regarding the **Developer Defendants** and **Developer Agent Defendants**' coordinated release of information relating to the Project is set forth in greater detail hereinbelow.

Defendant, DONALD TRUMP and The Trump Organization on the one hand, and what was simply referred to as "Irongate" and Irongate's principals, GROSFELD and FISHER, on the other hand. In the Developer Defendants and Developer Agent Defendants' marketing materials and press releases, disseminated through and as detailed herein within the "Authority to Speak" allegations, which are incorporated herein by reference, Developer Defendants and Developer Agent Defendants referenced other condominium-hotel projects which were the result of the partnership of Defendants, DONALD TRUMP and "Irongate." For example, prior to the removal of their website, the following article, which originated from the approved press release materials and approved quotes from the Developer Defendants, was actually published on the Trump-Baja website, www.trump-baja.com, (which website was also referred to as a link within The Trump Organization website), was the following description of the Project identifying DONALD TRUMP and "Irongate" as the principals involved in the Project, and pointing out other projects wherein Irongate was involved as the Developer or co-developer with DONALD TRUMP:

"Trump, Partner to Build Resort

Los Angeles Times

By Roger Vincent

October 03, 2006

Developer Donald Trump and Los Angeles-based real estate investment company Irongate are expected to announce plans today to build a \$200-million luxury resort in northern Baja California, Mexico. The partners plan to start construction by year-end on Trump Ocean Resort Baja, a hotel-condominium on Punta Bandera with 526 suites that may be offered for rent when they are not being used by their owners. Units in the two high-rise towers are expected to be priced from the low \$200,000s to more than \$1 million. The first tower is scheduled to be completed in late 2008. Included in the plans are restaurants, a spa, fitness center, tennis courts and swimming pools. The project is part of a real estate boom in Mexico that has been led by 'fractional ownership' properties that allow buyers to purchase a piece of a condominium, hotel or home. The project will be Irongate's second with Trump Organization, said Jason GROSFELD, a principal at Irongate. The companies are also developing the Trump International Hotel and Tower Waikiki Beach Walk in Hawaii.

Irongate has done other residential developments in Hawaii and Florida. Partners at Irongate are also involved in developing the Californian condominium tower on Wilshire Boulevard in Los Angeles.

roger.vincent@latimes.com

Copyright © 2006 Los Angeles Times, All Rights Reserved."

A full true and correct copy of this Press Release is attached hereto as **Exhibit 31**, which had also be found on, and as part of the Trump Baja website (**Exhibit 52**), prior to the website's removal, at: http://www.trump-baja.com/media/documents/Trump_Article_LA_Times.pdf, which was an article dated October 3, 2006, from the *Los Angeles Times*. As a further example, in one

1	of the promotional booklets which was sent to buyers to encourage them to register in the		
2	"Exclusive Priority Reservation Program," Irongate" is identified on each and every page thereof,		
3	as the "Developer" of the Project. Excerpts from this brochure are attached hereto as Exhibit 32.		
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5	250. As part of a coordinated marketing promotion to follow up the Trump-Irongate		
6	Waikiki development engaged in jointly by the Developer Defendants and Developer Agent		
7	Defendants,' the Trump Ocean Resort Baja Project was being promoted by the Developer		
8	Defendants and the Developer Agent Defendants as a joint project development by "Trump and		
9	Irongate" in follow up of a similarly promoted "Trump/Irongate" development in Waikiki. In fact,		
10	the Developer Defendants and Developer Agent Defendants directly promoted the Trump Ocean		
11	Resort Baja in what was purported to be the follow up of the partnership between DONALD		
12	TRUMP and "Irongate" partnering as developers in the Trump Waikiki property. The Press		
13	Release, on "Irongate" letterhead, reads, in pertinent part, as follows:		
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19	[Text Appears on Following Page]		
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FOURTH AMENDED COMPLAINT

1	Irongate		
2	(Letterhead-Los Angeles, CA)		
3	NEWS RELEASE FOR IMMEDIATE RELEASE		
4	Friday, November 10, 2006		
5	••••		
6	TRUMP INTERNATIONAL HOTEL & TOWER WAIKIKI BEACH WALK™		
7	SELLS OVER \$700M IN ONE DAY RECORD		
8			
9	New York-based hotel developer and management company The Trump Organization		
10	(CEO Donald J. Trump), Los Angeles-based developer Irongate (Principals Jason		
11	GROSFELD and Adam FISHER), Vancouver-based exclusive global marketing and sales		
12	agent S&P Destination Properties (CEO Peter Dupuis, President Sid Landolt)		
13			
14	"I predicted that Trump Tower Waikiki would be the most luxurious development in Hawaii		
15	and buyers responded" says Trump.		
16	••••		
17	Irongate co-founding partner Jason GROSFELD was thrilled by the results of the day. "It		
18	was incredible how quickly the Trump Tower Waikiki sold out. We are proud to be		
19	developing this project and we appreciate the support we've received from everyone		
20	involved.		
21	••••		
22	Co-developers Donald Trump and Irongate partners' Jason GROSFELD and Adam		
23	FISHER noted that they were pleased to be part of the Waikiki Beach Walk [™] development.		
24	••••		
25	The next project under development for Trump, Irongate and S&P is located only 30		
26	minutes from San Diego. Trump Ocean Resort Baja Mexico will be North Baja's first hotel-		
27	serviced luxury resort. "		
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FOURTH AMENDED COMPLAINT

A copy of this Irongate press release, dated November 10, 2006, is attached hereto as Exhibit 33

251. Buyers and prospective buyers of the luxury condominium Units within the Project were provided with additional materials wherein it was repeatedly represented that "Donald Trump and Irongate" were developing the Project. Attached hereto as **Exhibit 34** is a copy of one of the sets of marketing books, which Defendants referred to as the "Baja Beauty Book", which at **page 27** thereof identifies "The Team" on the Project to include Donald J. Trump in partnership with "Irongate." In this marketing brochure, **DONALD TRUMP** claimed to be personally involved in the Project, including everything that his name represents. Plaintiffs were advised after the Project was proven to be a failure, **DONALD TRUMP**, has now denied being personally involved on any level in the Project.

252. In fact, up until the time that Plaintiffs were advised that the **TRUMP Defendants** had withdrawn from the Project, which occurred in or about January 30, 2009, the **Developer Defendants** and **Developer Agent Defendants** continued to send numerous letters and e-mails to Plaintiffs wherein the **TRUMP Defendants** and the **IRONGATE Defendants** were continually referred to and identified as the Developers of the Project. This was consistent throughout the marketing of the Project, for the sales within Tower I (i.e., the "Lobby Tower"), of the Project, and continuing on through to the Defendants' marketing of the Project when they began to solicit sales of Units within Tower II, (i.e., the "Spa Tower"), of the Project. See, for example, a Press Release dated "April XX [sic], 2007" which was previously attached hereto as **Exhibit 29**, wherein it was announced that "Donald J. Trump and Irongate Announce Spa Tower, Phase II of Trump Ocean Resort Baja, Mexico" In this Press Release, Defendants state:

"Following the success of the Lobby Tower at Trump Ocean Resort, Trump Organization CEO Donald J. Trump and Irongate principals, Jason Grosfeld and Adam Fisher have announced *their* next real estate release, which is the Spa Tower at Trump Ocean Resort. Developed as a partnership between the Trump Organization and

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Irongate, a Los Angeles-based real estate development and investment company "

Defendants use the name or refer to "PB Impulsores" at all. In correspondence sent to the buyers, (which is described hereinbelow in reference to Plaintiffs' claims under ILSA), Developer Defendants use a letterhead which at the top states "PB Impulsores," and which thereafter uses the business address of the IRONGATE Entity Defendants, but at the bottom of such correspondence, the letter is signed side by side by both Defendants, "Donald J. Trump" and "Jason Grosfeld." DONALD TRUMP and GROSFELD use the term "we" within this letter as referring to themselves as the "Developer" of the Project. This correspondence was sent to all of the Tower 1 Plaintiffs. This correspondence was sent to the Tower 1 Plaintiffs to impart and reaffirm that the TRUMP Defendants and the IRONGATE Defendants were the co-Developers of the Project.

TRUMP Defendants and the IRONGATE Defendants were the developers of the Project in various magazines and news outlets both in the United States and abroad. Attached hereto as Exhibit 35 is a copy of the cover of the May, 2007 edition of *Campestre Magazine*, upon which appears a photograph of DONALD TRUMP next to a rendering of the Project with the statement underneath those images which, translated into English, states that "Irongate" and Donald Trump are developing the Trump Ocean Resort Baja Mexico in Punta Bandera, which information is repeated and reiterated at the feature article commencing on page 57 of that publication.

Defendants, identifying themselves simply as "S&P Destination Properties" was to be responsible for the sales and marketing of the hotel-condominium suites at Trump Ocean Resort Baja, (see Exhibit 36 identifying "S&P" as the marketing agent, as the S&P Defendants had already previously been chosen by the IRONGATE Defendants to market the property when the property

Developer Agent Defendants.

was being sold as "Mirada," prior to the **IRONGATE Defendants**' partnership with the **TRUMP Defendants** on the Project. See **Exhibit 37**, excerpt from Mirada Booklet. The **Developer Agent Defendants** acted in conjunction and in concert with the **Developer Defendants** in marketing and selling Units with the Project. The marketing materials and press releases further stated that Construction on the Project was scheduled to begin in early 2007 with the completion of the first tower, which became known as the "Lobby Tower." scheduled for late 2008. See **Exhibit 38**.

Developer Agent Defendants also stated that "Donald Trump and Irongate" had been, or currently were also successfully working on another similar "Trump" hotel condominium project located in Waikiki. This information was also published by the Developer Defendants through the Developer Agent Defendants as a "News Release" of November 10, 2006. See attached Exhibit 33. In addition, numerous news articles were published relating to the partnership between "Trump and Irongate" relative to the Trump Waikiki project, which touted the success of the partnership between "Trump and Irongate" as successful co-developers. Additional Press Releases and an e-mail from one of the S&P Defendants cross-promoting both Irongate/Trump Projects are attached hereto as Exhibit 39. Plaintiffs are informed and believe that the press releases were authored by, and/or based upon information obtained from and/or through the Developer Defendants and the

257. In or about March, 2006, the **IRONGATE Defendants**, acquired the property upon which the hotel condominium project known as the Trump Ocean Baja Resort was to have been built. Plaintiffs are informed and believe that the **IRONGATE Defendants** obtained a loan to cover the acquisition costs of said property through MKA Capital.

258. Thereafter, in the ensuing months, leading up to an elaborate sales and marketing plan which commenced thereafter in 2006, the **Developer Defendants** and the **Developer Agent Defendants** commenced the active marketing, solicitation, and sales of individual Units within the

Project, which became known as the "Trump Ocean Resort Baja," as previously referenced and described hereinabove.

The Marketing of the "Trump" Involvement

- 259. At all times relevant hereto, the **Developer Defendants** and the **Developer Agent Defendants** marketed and solicited Plaintiffs to purchase luxury condominium units and percentage ownership of common area facilities at the Project, which marketing and sales activities occurred prior to the construction of any actual condominium buildings at the Project site.
- 260. Defendant **DONALD TRUMP** marketed himself as, and was consequently known and understood by the general public to be a world-renowned, and self-avowed pre-eminent real estate developer in the world, who was specifically known for the development of high-end real estate projects. Accordingly, based upon **DONALD TRUMP**'s reputation, the "Trump" name is trademarked and known worldwide as representing luxury real estate.
- 261. The **Developer Defendants** and the **Developer Agent Defendants** jointly marketed and sold the development as the "*Trump* Ocean Resort Baja," and said Defendants' press releases and marketing materials all refer to the buildings specifically as a "Trump" project, referring to the same as the "Trump Ocean Resort Baja." At all times, the marketing of the Project centered on the benefits of owning within a "Trump" project.
- 262. The "Trump" name appeared ubiquitously in marketing for the Project, including on advertisements, on billboards advertising the Project, on letterheads, stationery, and cover letters of almost every document sent to each Plaintiff, which advertising promoted and/or discussed the Project. A head shot photograph of Defendant, **DONALD TRUMP** appears on most of the marketing materials, correspondence, and advertisements of the Project.
 - 263. At and prior to the time the Purchase Agreements were executed by the Plaintiffs, the

Role of Trump - Trump is not only a licensor of trademarks and brand name, but a true partner in this venture. Trump has a stake in the ownership of the hotel and the land Similar to Trump's other properties. . . . It is inaccurate to believe he has only licensed his name. . . .

(See attached hereto as **Exhibit 40** an email response sent to buyer/Plaintiff, Darnelia Moller, dated September 14, 2007 from S&P salesperson, COLLINGRIDGE, quoting **FEDERMAN**).

Nowhere in the sales materials, or in information released to the Press for dissemination in the form of the approved Press Releases, the websites of the **TRUMP Defendants** or of the **IRONGATE Defendants**, or in the marketing materials which were sent and provided to the Plaintiffs, or in any other documents relating to the sale and marketing for development of the Project was it ever disclosed that **DONALD TRUMP** and/or the **TRUMP Entity Defendants** had purportedly only licensed the "Trump" name to the Project. Throughout the promotion and sales efforts related to the Project, **DONALD TRUMP** was represented as having a significant equity investment in the Resort, and it was further represented that the **TRUMP Defendants** were a

developer of the Project; not that either **DONALD TRUMP** or The Trump Organization was merely licensing the "Trump brand name" to the Development. In fact, the Plaintiffs were only advised for the first time, and *after* the Project had apparently failed, that the **TRUMP Defendants** were claiming:

- **a. DONALD TRUMP** and the **TRUMP Defendants'** purported only role in the development was that of a licensor of the "Trump" name;
- **b.** That **DONALD TRUMP** and the **TRUMP Defendants** had no significant equity position in the Resort; and
- **c.** That **DONALD TRUMP** and the **TRUMP Defendants** claimed that they were not a developer of the Project.

This occurred in or about December of 2008, when the **Developer Defendants** and the **Developer Agent Defendants** first disclosed to the Plaintiffs that the Project was in trouble and in jeopardy of not being built, at which time said Defendants announced that, rather than **DONALD TRUMP** and the **TRUMP Defendants** being involved as a developer or equity investor in the Project, (as had been uniformly represented to all Plaintiffs to that point), that neither the **TRUMP Defendants** nor the **IRONGATE Defendants** were the developers of the Trump Ocean Resort Baja, and that the purported "developer" of the Project, **PB Impulsores**, had only obtained a license for the use of the "Trump" name.

TRUMP Defendants and the "Trump" name in marketing the Project in order to mislead buyers, including the Plaintiffs, into believing they were purchasing condominiums within the real estate portfolio of Donald J. Trump and The Trump Organization. The Developer Defendants and the Developer Agent Defendants systematically, and at every opportunity, made it unequivocally clear that the TRUMP Defendants were a developer, a builder, and an investor in the Project. As it turns out, spurred by the failure of the Project, these representations were only denied and disavowed after the failure of Resort, all in an effort by the TRUMP Defendants to escape and evade liability as a developer of the Project. In truth and fact, however, even the www.Trump.com website listed, as

part of the Trump holdings within that portion of the website entitled: "Trump Real Estate Portfolio," (prior to the removal of this information from that portion of The Trump Organization's website), the "Trump Ocean Baja Resort" as part of the Trump Real Estate Portfolio. See print out from www.Trump.com web page attached hereto as Exhibit 41.

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266. The TRUMP Defendants, and defendant DONALD TRUMP in particular, characterize themselves as the world's "pre-eminent real estate developers," and DONALD **TRUMP** represented himself to be the "builder" of the Resort. The Trump Organization's own biographical sketch of defendant Donald J. Trump states he is "the pre-eminent developer of quality real estate around the world."

267. The Trump Ocean Resort Baja website before it disappeared from the Web, (Exhibit 52) contained a glitzy sales video with on-camera statements from Defendants DONALD TRUMP and IVANKA. These on-camera statements (hereinafter referred to as the "Trump Video" were also played for buyers at various sales events, and were sent to Plaintiffs by way of email blasts and/or on DVD. The verbatim statements are as follows:

From defendant **DONALD TRUMP**:

"People ask me, "What does Trump stand for?

I'm very very proud of the fact that when **I build**, I have investors that follow me all over. They invest in me. They invest in what **I build**, and that's why I'm so excited about **Trump Ocean Resort**. This is going to be something very very special." [Emphasis added].

From defendant **IVANKA**:

"The Trump Organization likes to be ahead of the curve, and we're always ahead of the curve, and this would be another example. We're really creating Northern Baja as the new Cabo; as the new resort destination. This was, (umm), a deal that in

conjunction with my brother, and of course, my father, and the whole strength of the Trump Organization, we are extraordinarily bullish on....

Not only is the land incredibly gorgeous, but the proximity to San Diego makes this a tremendous investment

At a resort destination, it's very important to create the experience, and that's what we've done a great job in doing here. . . .

We are developing a world-class resort befitting of the Trump Brand, and I personally am very excited about it. I actually chose to purchase a unit, (umm), in the First Tower. "[Emphasis added].

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268. Consistent with the statements and claims made by DONALD TRUMP and **IVANKA** as contained in the Trump Video, the Plaintiffs were convinced by the marketing efforts that they were buying into a "Trump" building that was not only to be titled with the "Trump" name, but also that **DONALD TRUMP** and The Trump Organization were developing a world class *resort*, and Plaintiffs were convinced that by purchasing Units within that Resort, not only were they making a sound investment, but also one which would yield a premium price over similar quality buildings without the Trump flagship name. (See study cited by International Herald Tribune by the Corcoran Group, (a sales agent for Trump), which concluded that "condominiums flying the "Trump" name sold at a 36% premium over comparable properties in 2005"). See printout of article dated November 21, 2006, International Herald Tribune, attached hereto as **Exhibit 42**.

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269. At all times, the marketing of the Project relied heavily upon the attachment to the Project of the TRUMP Defendants and the "Trump" name as a Developer of the Project, and Plaintiffs relied upon the **TRUMP Defendants** as a Developer of the Resort as being a basic assumption of their ownership within the Project. As a result, Plaintiffs were substantially induced to purchase by reason of the fact not only that that the "Trump" name and brand were associated with the Project, but that Defendant **DONALD TRUMP** had represented his personal involvement and equity interest in the Project as a Developer, that the **TRUMP Defendants** had represented that

the "the whole strength of the Trump Organization" was behind the Project, and that the TRUMP Defendants were creating Northern Baja as the new Cabo."

- 270. The Plaintiffs were convinced and believed that they were contracting to purchase condominiums in buildings in which defendant **DONALD TRUMP** purportedly held an equity interest, and in which he identified himself as a builder and Developer, and which was backed by the "whole strength of the Trump Organization."
- 271. Defendant **DONALD TRUMP**'s involvement as the developer was repeatedly and continually confirmed to Plaintiffs both before, during, and after Plaintiffs agreed to enter into the Purchase Agreements. **DONALD TRUMP**'s name and likeness appeared in marketing materials, the aforementioned Trump Video, advertisements and press releases announcing and touting that "Trump and Irongate" were the Developers and Builders of the Trump Ocean Resort Baja Project. This was further confirmed to Plaintiffs when in or about the months of August and September, 2007, the **Developer Defendants**, to include **DONALD TRUMP**, sent out a letter to the Buyers wherein **DONALD TRUMP** and **GROSFELD** signed the letter which appeared on **PB Impulsores** letterhead, and which letter purported both to outline the progress of the Development, and to address issues relative to HUD Registration of the Project. A true and correct copy of one such letter is attached hereto as **Exhibit 43**, (hereinafter referred to as the "Trump-Grosfeld Letter"). Though the attached letter is addressed to only one of the Plaintiffs named herein, the same letter was received by all of the Tower 1 Plaintiffs, with the exclusion of Plaintiff, KELLEY, who were later purchasers in Tower 1.
- 272. As a further inducement to the Plaintiffs to Purchase Units within the Project, it was represented to the Plaintiffs that Defendants **TRUMP**, **JR**. and **IVANKA**, had each specifically chose this property to develop, and that they, too, would be involved in every facet of the Project. In addition, as a further inducement, Defendants, **TRUMP JR**. and **IVANKA** represented to buyers that each of them also purchased Units within the Project, (as described herein below), thus further

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the Project.

273. Additionally, at various times, as part of the marketing of the Project, **Developer Defendants** and **Developer Agent Defendants**, touted the association of **DONALD TRUMP**, **IVANKA** and **TRUMP**, **JR.**, in newsletters to the Plaintiffs, which newsletters included statements made and/or attributed to Defendants **DONALD TRUMP**, **TRUMP**, **JR.**, and **IVANKA**, also as referenced hereinbelow.

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274. Defendants, **IVANKA** and **TRUMP**, **JR**. attended gala promotional events for the sale of the Units of the Project, at which events, and as set forth in detail in the matrices hereinbelow, said Defendants specifically confirmed to those Plaintiffs in attendance that **IVANKA** and **TRUMP**, **JR**. each were purchasing Units within the Project. Moreover, **IVANKA** stated from the podium at the event at the June 8, 2007 VIP Event that "we are is the Developers."

The involvement by the **TRUMP Defendants** relative to the Project was a significant 275. inducement to Plaintiffs to enter into the Agreements to purchase the luxury condominium Units within the Project, and Plaintiffs' decisions to do so were based upon the TRUMP Defendants being a developer, builder, and investor in the Project as well as their previous and ongoing association with "Irongate."

The TRUMP Defendants' Subsequent Denial of Involvement

276. At all times during which the Plaintiffs were solicited, and in all marketing materials, this Project was being marketed in such a manner so as to represent the personal involvement of **DONALD TRUMP** and the **TRUMP Defendants**' participation as an "equity partner" and as a developer in the Project.

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277. The Plaintiffs were induced to believe, by use of the elaborate marketing scheme, press releases, marketing materials, and other artifice, that this was a property being developed by **DONALD TRUMP** and the **TRUMP Defendants**, along with said Defendants' "partner" on the Trump Waikiki project, "Irongate" and its principals, GROSFELD and FISHER.

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278. Notwithstanding that the Project was never built, the **TRUMP Defendants**, through payments made to Defendant TRUMP MARKS, and/or other of the TRUMP Entity Defendants, received substantial sums of monies which were paid out of proceeds derived from Plaintiffs' deposit funds. Subsequent to the failure of the Project, Plaintiffs are informed and believe that the **TRUMP Defendants** were paid an up front fee for attaching the "Trump" name to the Resort, and were paid additional funds based upon the number of sales of Units, in a sum subject to proof at trial.

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279. At no time did Defendants **DONALD TRUMP**, **IVANKA**, or **TRUMP**, **JR**. or any of the other TRUMP Defendants ever disclose or represent to Plaintiffs that any of the TRUMP **Defendants** were actually getting paid on a commission basis for the sale of Units within the **IRONGATE Defendants.**

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"Trump and Irongate" as Developers

282. In the marketing of the Project, the **Developer Defendants** as well as the **Developer Agent Defendants** employed the use of websites, press releases, lavish brochures and marketing materials, and an elaborate mail marketing campaign wherein the Project was marketed and

Project, or that any of the TRUMP Defendants were working on such a basis with the

them, in connection with the Project, despite now claiming only to be licensor of the Project, the

TRUMP Defendants permitted and approved the marketing materials for Trump Ocean Resort

Baja, to identify the **TRUMP Defendants** as the Developer and/or co-developer of the Project.

Notwithstanding their current denial of the TRUMP Defendants' involvement as a developer

and/or co-developer of the Project, the **TRUMP Defendants** took no steps, at any time, to correct

or disavow the numerous statements contained in the marketing materials which identified the

TRUMP Defendants as a developer or co-developer of the Project. The failure of the **TRUMP**

Defendants to take any such steps confirmed the representations contained in the marketing

materials which identified the **TRUMP Defendants** as developers and/or co-developer of the

DONALD TRUMP was not "personally" involved as an investor or that the **TRUMP Defendants**

did not have an equity stake in the Project, or that the Project was not the real estate development

or responsibility of **DONALD TRUMP** or any of the other **TRUMP Defendants**. To the contrary,

the TRUMP Defendants used their position and reputation as world's pre-eminent real estate

developer to induce Plaintiffs to enter into the Purchase Agreements so as to increase the payments

due to them pursuant to the TRUMP Defendants' secret "License Agreement" with the

Plaintiffs were never advised until in or about December, 2008, or January, 2009 that

In addition to all of the roles undertaken by the **TRUMP Defendants**, and each of

IRONGATE Defendants.

described by Defendants both on the Trump-Baja.com website, and in various Press Releases as further described hereinbelow, which described the Project as a partnership between "Trump and Irongate" as developers, and announced as follows:

"The Trump Organization CEO Donald J. Trump and Irongate principals Adam FISHER and Jason GROSFELD have announced plans for Trump Ocean Resort Baja Mexico, a luxury condominiumhotel resort located in north Baja, Mexico, just 30 minutes from downtown San Diego.

"Trump Ocean Resort Baja will set the standard of premier property ownership and excellence in service for all of Northern Mexico" said Trump. I've always said, 'location is everything,' and being just 30 minutes from downtown San Diego makes this an ideal locale for a premier resort property."

"Consistent with other Trump properties, Trump Ocean Resort Baja will cater to owners and guests with a collection of amenities typically found at luxury resorts. Features will include an owner's concierge, lobby bar & lounge, pool house bar & care, fine dining restaurant, infinity edge resort pool, lap and family pools, a spa, fitness center, tennis courts, and walking trails.

"We're very pleased to be embarking on our second project with the Trump Organization," said Jason GROSFELD, Sr. Managing Director of Irongate, which is also working in partnership with Trump on the Trump International Hotel and Tower Waikiki Beach Walk™. . . .

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Attached hereto as **Exhibit 46** is a true and correct copy of said Press Release of September 20, 2006, which, prior to the Defendants taking their website off-line, could also be found on the Trump

Baja website at: http://www.trump-baja.com/in the news.php

http://www.trump-baja.com/media/documents/Trump Ocean Resort Baja Mexico Press Rele ase.pdf

283. In promoting the Project, the **Developer Agent Defendants**, on behalf of, and as authorized by the **Developer Defendants**, further represented to the potential buyers, including the Plaintiffs who did contract to purchase Units within the Development, that "Irongate" was the codeveloper of the Project, and stated that "Irongate" was a very financially secure company and that "Irongate," because of their strength, would start building without any construction loans, which Defendants further indicated was the reason the **TRUMP Defendants** worked with them.

284. In promoting the Project, in addition to representing the **TRUMP Defendants** as a developer of the Project along with the **IRONGATE Defendants**, Defendants further represented that **Defendant DONALD TRUMP** was an equity investor in the Project.

Defendants to sell condominium interests to the Buyers, including the Plaintiffs herein, said Defendants mailed out by use of the U.S. mail, and by e-mail transmissions, sales brochures and marketing materials to potential buyers of Units within the Project, including the Plaintiffs herein, wherein the representations regarding "Trump and Irongate" as developers was made. Further, the the Developer Defendants and the Developer Agent Defendants conducted various live sales events in and/or around the San Diego, California area wherein it was repeatedly represented that the TRUMP Defendants along with the IRONGATE Defendants were the developers of the Project, and it was specifically represented that "Trump and Irongate" were so acting, just as said Defendants had acted as the developers of the Trump Waikiki project.

286. In addition, the **Developer Defendants** through the **Developer Agent Defendants**, further cross-promoted the Trump Waikiki project with the Trump Baja Project, indicating that the Trump Ocean Resort Baja was another product of the partnering up of "Trump and Irongate," as appears in the documents previously attached as Exhibit 39 and Exhibits 60A - 60M.

The Plaintiffs reasonably relied on the **Developer Defendants** and **Developer Agent Defendants**' published materials that they were purchasing Units in a "Trump" owned building, and Plaintiffs relied on advertisements, oral and written statements, press releases, and other materials promoting the Project that the developers consisted of the TRUMP Defendants along with the IRONGATE Defendants.

288. Consistent with the materials used by the **Developer Defendants** and **Developer** Agent Defendants to promote the Project through the mails and by e-mails, the Developer **Defendants**, along with and through the **Developer Agent Defendants**, further advertised on their various websites, including www.Trump.com, www.Trump-baja.com, www.Irongp.com, www.Irongate.com, and the www.S&Pdestinationproperties.com websites, that the developers of the Project were the TRUMP Defendants along with the IRONGATE Defendants in partnership with one another.

289. In executing the marketing and solicitation for sales related to the Project, the Developer Defendants, along with, and through the Developer Agent Defendants engaged in and executed upon an ongoing and elaborate marketing scheme to promote the Project. In so doing, and as part of this scheme, representations were made to the buyers by said Defendants to the Plaintiffs, both as set forth hereinabove, as well as set forth hereinafer in the general allegations entitled: "Representations Made to Sell the Units," and in the hereafter alleged "Misrepresentation Sets."

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Press Releases and Promotion

Prior to the commencement of sales at what is described hereinafter as the "Selection

Event" for Tower 1 of the Trump Ocean Resort Baja project, and thereafter, the **Developer Defendants** in concert with, and through the **Developer Agent Defendants**, authorized for publication, and in fact published, authorized for publication, caused to be published, and/or promoted articles both in newspapers and magazines in the United States and in Mexico, as well as published and/or promoted articles on the internet worldwide regarding the development of the Project and the purported partnership between the **Developer Defendants**. Newspapers in the United States wherein the information culled from the **Developer Defendants**' approved press releases included, but were not limited to the *Los Angeles Times* and the *San Diego Union Tribune*. Mexican newspapers wherein such information was published included the *Baja Times* and the *Gringo Gazette*. Still more marketing information was published in real estate magazines circulating in the United States and Mexico. Additional promotion of the Project appeared on websites of various U.S. based real estate companies operating in Mexico, such as REMAX and Coldwell Banker, all promoting the preconstruction sales of the Project.

291. The various approved press releases authorized by the **Developer Defendants** reiterated the representations set forth in the Defendants' marketing materials, wherein it was repeatedly stated that the Project, the "Trump Ocean Resort Baja," was a project being co-developed by "Donald Trump and the Los Angeles-based company Irongate."

292. The www.Baja-Trump.com website identified the following entities as the "TEAM" that would build the project. Such wording reads as follows:

"THE TRUMP OCEAN RESORT TEAM

Trump Ocean Resort's design and development can be attributed to the talents of a group of companies that share a passion for creating high quality luxury real estate.

- Donald J. Trump
- Irongate

The "Selection" and "VIP" Events

295. As part of the marketing scheme, the **Developer Defendants** in concert with, and through the **Developer Agent Defendants**, promoted and advertised an event which they referred to as the "Selection Event" which occurred on or about December 8, 2006 in San Diego, California. The Selection Event was the initial date following the lead up of months of promotion on which buyers could actually enter into contracts for the purchase of the units within the first building to be built at the Project, (i.e., "Tower 1" or the "Lobby Tower").

The "VIP" Events

296. Prior to the "Selection Event" for Tower 1 sales, which Selection Event occurred on or about December 8, 2006, the **Developer Defendants** and **Developer Agent Defendants** conducted an event to which they referred as a "VIP Event" on or about November 16, 2006. The invitational flyer stated that the individuals (referred to "passionate players") who were creating Trump Baja would be present. The event was scheduled in San Diego, California and advertised as follows:

Event: Trump Ocean Resort VIP Event

Date: November 16, 2006

Place: Stingaree Roof Top

454 6th Avenue, San Diego, CA 92101

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297. On or about June 8, 2007, the Defendants held another "VIP Event" wherein they previewed the sale of the Units within "Tower 2" of the "Spa Tower," at L'Auberge Hotel in Del Mar, California. Defendant **GROSFELD** attended this event, representing himself and his company, "Irongate" as the **TRUMP Defendants**' co-developer of the Project. Defendant, **IVANKA** also attended and spoke at this event, and at that event, **IVANKA** reiterated that her father, Defendant **DONALD TRUMP**, was an equity participant in the Project. **IVANKA** indicated to prospective buyers and to buyers at that event, including several of the Plaintiffs, that she had personally purchased one of the Units within the Project for herself. **IVANKA** further

stated at this event that she had personally found the land upon which the Trump Ocean Resort Baja was to have been built, and that she, her brother, **TRUMP**, **JR**., and her father, **DONALD TRUMP**, were excited to be building and developing the Resort. **IVANKA** also stated that **DONALD TRUMP** and the entire Trump Organization were going to be involved in every aspect of the Resort as the Developers thereof.

The Selection Events

298. The entire process leading up to the December 8, 2006 "SELECTION EVENT" for Units within Tower 1 (the "Lobby Tower") was designed and meant to convey to the potential purchasers that if they did not act quickly and without hesitation when it was their "turn" to make the selection of their Unit at the Selection Event, that they would lose their opportunity to make a purchase. It was pointed out and emphasized to the potential buyers that the Hawaiian Trump/Irongate Waikiki project sold out long before everyone who had expressed a desire to make a purchase thereat was able to make a purchase. At the Selection Event, the buyers were convinced and instructed that when their number was called, they had a limited period of time to select and commit to their unit, and the buyers were rushed through the sales process, including the signing of multiple pages of lengthy contracts and sales documents where the representative who was assigned to each of the respective Plaintiffs simply indicated the areas of the contract that needed full signatures or initials.

299. Similarly, the Selection Event for the Tower 2 Units which occurred on or about June 27, 2007 at the U.S. Grant Hotel in San Diego, California, **TRUMP**, **JR**. attended the Selection Event for Tower 2, at which **TRUMP**, **JR**. he made and announced that he was purchasing a two bedroom suite" in Tower 2 at this event. See attached **Exhibit 47** (TBN Vol.2).

300. In accordance with the promotion and execution of the Selection Events, there were several different companies in attendance thereat, including:

- a. Financial Lending Institutions and/or Brokers (including, CS Financial, Finance North American, and Charter Funding, which were all promoted as "preferred lenders" for the project);
- b. Scott Knapp Interiors Company to Provide the Decor;
- c. S&P Destinations Property Rental Program; and
- d. Mexican Attorneys to answer questions about owning real estate property in Mexico.

The Trump-Baja.com website also listed various companies that would be working together to design and build the Project. Based upon the various press releases, promotional materials, and the information disseminated by the **Developer Defendants** and the **Developer Agent Defendants** representing the Trump Baja Project to the Buyers, the Plaintiffs were led to believe, and reasonably did believe that they, the buyers, were dealing with U.S. based companies, including the **Developer Defendants**, (i.e., the **TRUMP Defendants** and the **IRONGATE Defendants**), and that the Project was a U.S. backed and based real estate investment opportunity.

301. Plaintiffs all were led to believe and in fact did believe during the hectic sales event process that they were contracting with the TRUMP Defendants and the IRONGATE Defendants. At no time did any of the Developer Defendants or Developer Agent Defendants ever disclose or mention that PB Impulsores was anything other than an iteration of the TRUMP Defendants, the IRONGATE Defendants, DONALD TRUMP, GROSFELD and/or FISHER. The true reason why none of the Defendants "disclosed" during the marketing and sales process that PB Impulsores was purportedly the sole Developer of the Project is quite simply because PB Impulsores was not the sole Developer of the Project. Had any of the Developer Defendants or Developer Agent Defendants attempted to market the Project as a Development solely of PB Impulsores, rather than as a joint project between the TRUMP Defendants and the IRONGATE Defendants, not a single one of the Plaintiffs would have entered into the Purchase Agreements for the purchase of the Units within the Resort.

302. The effect of the promotion of the Project and promotional activities of the **Developer Defendants** and **Developer Agent Defendants** was to project the understanding that the Plaintiffs were signing a sales contract to purchase a condominium sold by the TRUMP Defendants and the **IRONGATE Defendants**, who were working to build this Project in Baja California. None of the Developer Defendants nor the Developer Agent Defendants associated with the Project, either before or during any SELECTION EVENT, or in the course of formalizing the purchase, informed any of the Plaintiffs that the entity known as **PB Impulsores** was anything or anyone other than the TRUMP Defendants and the IRONGATE Defendants. The impression which was conveyed, and which the **Developer Defendants** and **Developer Agent Defendants** intended to convey to the Buyers, was that due to the Mexican laws, the entity **PB Impulsores** was involved in securing the Bank Trust necessary for foreigners to own real estate in Mexico. Due to the fact that the Defendants advised the Plaintiffs that they would be required to form their own Mexican Trusts in order to hold property in Mexico, and that the Developer Defendants and Developer Agent **Defendants** even took steps to facilitate the process by which Plaintiffs could form such Trusts, the Defendants' explanations regarding **PB Impulsores** seemed not only plausible, but reasonable.

Plaintiffs relied upon the misleading advertisements of the **Developer Defendants** 303. and the **Developer Agent Defendants** that this was a property and project being developed jointly by "Trump and Irongate", and were led to believe that the Project was being developed by the same parties, and in the same manner as "Trump and Irongate" had developed a similar hotel condominium project in Waikiki, Hawaii. **DONALD TRUMP**, himself, in a letter published in the Wall Street Journal on November 28, 2007, claims as to the Waikiki Project:

> "My tower in Waikiki was 100% sold out, with \$729 million in sales in less than five hours, a record. This building is largely owned by me and being developed by me"

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(See Exhibit 109 hereto). DONALD TRUMP's statements to the Wall Street Journal relative to Trump Waikiki, however, are in stark contrast to the recently appearing disclaimer, (which did not 1 app 2 on

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appear at the time the Plaintiffs were being marketed for the Trump Ocean Resort Baja) appearing on the Trump Waikiki website (www.trumpwaikiki.com), wherein it reads as follows:

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"Trump International Hotel & Tower® Waikiki Beach Walk® is not owned, developed or sold by Donald J. Trump, The Trump Organization or any of their affiliates. Irongate AZREP BW LLC, the owner and developer of the property, uses the "Trump" name and mark under license from Trump Marks Waikiki LLC, which license may be terminated or revoked according to its terms. Privacy policy. Listed by S&P Destination Properties Inc." [Emphasis added].

(See Exhibit 110 hereto).

The partnership between "Trump and Irongate" for the Waikiki property was touted to the potential buyers, including Plaintiffs, as a successful venture between the **Developer Defendants**, who were represented to be the developers of the Trump Ocean Resort Baja Project. In fact, Defendants, to include the **TRUMP Defendants**, the **IRONGATE Defendants**, and the **Developer Agent Defendants** continued to cross-promote the two projects (i.e., the Trump Waikiki and Trump Baja Projects), even as late as March, 2009, as is evidenced by an "S&P" e-mail and photos taken at the Trump Waikiki construction site which photos show that the "team" of "Trump, Irongate, and S&P" were marketing both projects. See attached **Exhibit 48**.

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The "Rental Program"

304. In addition, as part of the promotion of sales of the Project, **Developer Defendants** through the **Developer Agent Defendants** further intimated that the buyers would be in a position to make financial gains and/or would lessen any risk that they had financially because the **Developer Defendants** were also going to engage in a lucrative rental program of the condominium Units by which the Unit Owners would share in the profits arising out of the rental of their Units placed in the Program.

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305. As part of the information conveyed by the **Developer Defendants** and the **Developer Agent Defendants** relative to the Rental Program to market and sell the subject luxury condominium units, and as a further incentive to buy, said Defendants represented to the Plaintiffs as an additional means of assuring the buyers of the value of their purchase, that the Units would

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bring in rental monies if the buyers chose to place their Units in a Trump Ocean Resort Baja Rental Program as a source of income. In fact, said Defendants even had a condominium hotel rental "expert," William T. Tanaka Jr., who was attending as the Director of the Rental Program at the initial Selection Event. The terms of the "Rental Program," as well as Mr. Tanaka's business card identifying him as affiliated with "Owner Services" for the Trump Ocean Resort Baja are attached hereto collectively as Exhibit 49.

Developer Defendants' and **Developer Agent Defendants'** representations relative to the "rental" aspect of the Units was reiterated by the **Developer Agent Defendants** who made and repeated these claims as a means of attempting to secure the sales and in order to garner significant commissions for the consummation of such sales.

Defendants' Misrepresentations re: Construction and Construction Progress

307. The Project was initially advertised and marketed by **Developer Defendants** and **Developer Agent Defendants** as having the proper financing in place and all permits issued by the jurisdiction in which the site of the Project was located, so as to ensure completion of Tower 1 on or before December, 2008. Such representations were also reaffirmed within the Initial Tower 1 Sales Contract which promised a delivery date within 2 years from December, 2006. See Exhibit **86**, para. 16(e)(i)(ii).

308. Following the initial Tower 1 Sales Event, **Developer Defendants** and **Developer Agent Defendants** and each of them, continued to represent to all Tower 1 buyers that construction was "on schedule" and there was continuing activity at the site which would allow for vertical construction in the calendar year 2007. Based on the continuing representations of said defendants, and each of them, Tower 1 Plaintiffs continued to make additional payments on their deposits as required under the Initial Tower 1 Sales Contract.

Agent Defendants, and each of them, designed to instill confidence in the existing Tower 1 Plaintiffs, and so as to create the illusion of construction at the site being on schedule, Developer Defendants and Developer Agent Defendants sent out to all Tower 1 Purchasing Plaintiffs periodic "updates" which purported to report as to the status of construction of the Project. See, e.g., Exhibits 66, 67, 69, and 76.

Agent Defendants and each of them, instituted a renewed dual marketing campaign designed to reaffirm that construction activities were proceeding "on schedule," and which appeared to convey that the construction site was brimming with construction activity. This dual marketing campaign was implemented to both stave off any growing uneasiness and complaints from those buyers who purchased Tower 1 Units and who were promised delivery of Tower 1 by December, 2008, and to bolster interest for the launch of Tower 2 sales, which were slated to commence in or about June, 2007.

311. Attached hereto as **Exhibit 66** is a copy of the Trump Baja News dated July, 2007. In this particular issue, the **Developer Defendants** and the **Developer Agent Defendants** announce that "construction on the project is underway." In that issue appears three photographs which depict the site taken prior to the July 2007 release of that newsletter. This "newsletter" misrepresented the status of the construction and progress of the Development. Again, these misrepresentations were made as part of the **Developer Defendants**, **PB Impulsores**, and the **Developer Agent Defendants**' overall plan and scheme to mislead and defraud the Plaintiffs and to dissuade, forestall and delay the Plaintiffs from taking any action to enforce their rights which would have interfered with the **Developer Defendants**' ability to completely drain the Plaintiffs' funds from escrow.

312. Based in part on the aforementioned second tier of construction disinformation, Tower
1 Plaintiffs entered into a Second Tower 1 Sales Contract , and all Tower 2 Plaintiffs entered into
the Tower 2 Sales Contract, (as set forth in the Purchase Agreement Matrix).

Defendants and the Developer Agent Defendants, continued to advise and reassure all Plaintiffs that construction was proceeding properly and that the Developer Defendants were working in a diligent manner to complete construction. Numerous times following Plaintiffs' execution of the aforementioned Purchase Agreements, Developer Defendants and Developer Agent Defendants continued to represent the Project would soon be "going vertical," which representations were false.

314. In January of 2008, the **S&P Defendants**, who as **Developer Agent Defendants** were tasked with the day to day contact with the buyers of the Units together with the **Developer Defendants**, were aware of the universal concern of the buyers relative to the lack of any progress in regard to the much heralded, and by then belated commencement of vertical construction. This concern was expressed within a document generated by S&P entitled:

"Trump Ocean Resort Baja Mexico Spa Tower Marketing & Sales Strategy January 10, 2008."

Plaintiffs are informed and believe, and on that basis allege that some iteration of this document attached hereto as **Exhibit 71**, and the strategies set forth therein was used in the ongoing effort of the **Developer Defendants** and of the **Developer Agent Defendants** to falsely reassure and to mollify the buyers who were expressing concern over the apparent lack of progress, that vertical construction was imminent, and to enhance the further the marketing effort for the continued sale of Units at the Project. In **Exhibit 71**, the S&P Defendants acknowledge:

a. The need to "improve credibility" by "delivering vertical construction." (See pages 2 and 14);

"credit implosion in the U.S. . . . Irongate and S&P proved the worthiness of the project [and] [i]n December, we received our FULL approval and are now in the final process of closing the construction loan for both the Lobby and Spa Towers. While many *other* well respected developers have been denied their construction loans since August; the fact that Trump Baja got this approval is a testament to the confidence the financial world has in our project" [Emphasis added].

318. On numerous occasions, both before and subsequent to the execution of the Purchase Agreements, the **Developer Defendants** and the **Developer Agent Defendants** advised the Plaintiffs the **Developer Defendants** had obtained construction financing, or that said **Developer Defendants** were just about to obtain such financing, which would allow the **Developer Defendants** to proceed with and complete construction. Said representations made to Plaintiffs were designed to convince and did, in fact, convince the Plaintiffs to continue making their deposits on their Units, and allowed **Developer Defendants** the additional time to drain and fully deplete the Buyers' deposits. See, e.g., **Exhibit 76** a copy of a January 29, 2008 letter from Irongate's Carlos Palafox on Trump Ocean Resort Baja stationery wherein he also states: "We have full construction loan approval and are aiming to closing our construction loan in the next few weeks."

319. The multiple accounts and representations from the **Developer Defendants** and the **Developer Agent Defendants** regarding construction progress and construction financing were false.

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The true facts were:

- That the **Developer Defendants** had not secured financing for the construction of the a. Project;
 - b. That the **Developer Defendants** would have difficulty in obtaining financing so long as the **Initial Tower 1 Sales Contract** was not "HUD" compliant;

- c. Did not have the sufficient details, plans and/or planning accomplished regarding the construction and development of the site prior to selling the Units;
- d. That the **Developer Defendants** and/or **PB Impulsores** had not obtained all of the necessary permits and financing prior to the time of the sale of the Units;
- e. That the **Developer Defendants** and/or **PB Impulsores** were not in a position to deliver completion of Tower 1 as promised within two years, or at all;
- f. Did not disclose to the buyers that notwithstanding the representations of the **Developer Defendants** and the **Developer Agent Defendants** to the contrary, **the TRUMP Defendants**, never intended to put any money into the Project;
- g. That the **Developer Defendants** massively mismanaged the Plaintiffs' deposits which were to be monitored and accounted for by an independent joint control agent, such as California Fund Control;
- h. That the **Developer Defendants, Developer Agent Defendants,** nor **PB Impulsores** ever reported or accounted for the use of the funds until Plaintiffs' funds had been drained from the "escrow account"; in fact the **Developer Defendants** were continuing to draw and drain Plaintiffs' funds after the **Developer Defendants**, **Developer Agent Defendants**, and **PB Impulsores** knew that **Developer Defendants** could not obtain financing to allow them to proceed with the construction; and
- i. That the **Developer Defendants** and **PB Impulsores** did not use the Plaintiffs' funds, commence construction, and/or take steps to actually proceed with and/or complete construction, in direct contradiction of the representations made to Plaintiffs.

Defendants and the Developer Agent Defendants continued to make misrepresentations relative to the status of the construction and construction loans. Said Defendants continued to make the misrepresentations, as set forth hereinabove, including those regarding the purported approval of what was, in reality, a non-existent "construction loan" and what was, in reality, non-existent funding, upon which Developer Defendants and the Developer Agent Defendants represented repeatedly that vertical construction was going to "move forward." These were false and misleading statements. Apart and aside from excavating a huge hole in the ground, and pouring several of what appear to be large concrete pads, and aside from perimeter drainage at the site, no work was done on the Project site which comports with the representations made to the Plaintiffs.

AUTHORITY OF DEFENDANTS

TO SPEAK FOR ONE ANOTHER

- 321. In making the representations set forth hereinbelow, the Defendants **Developer Defendants** and/or **Developer Agent Defendants** were authorized to speak and/or make the representations to the Plaintiffs as follows.
- 322. With respect to the sales and marketing activities relating to the Trump Ocean Resort Baja, the **Developer Defendants** retained the **S&P Defendants**, acting as **Developer Agent Defendants** as the exclusive marketing and sales agent for the Project. In turn the **S&P Defendants** appointed specific individuals, such as Ricardo Medina, Sarah Evans, Brendan Mann and other sales and marketing specialists within the **S&P Defendants**' organizations for the purpose of implementing the overall approved strategy of desired communications as dictated by the **Developer Defendants**. The **S&P Defendants**, with the authority of the **Developer Defendants**, set into play a sales, marketing and advertising scheme intended to be disseminated to the general public, consumers and ultimate buyers of condominiums at the Resort, including the Plaintiffs herein. As such, the **S&P Defendants** were delegated with the authority to authorize the release of information intended to reach consumers interested in purchasing a condominium unit at the Resort, including

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the Plaintiffs herein. At all times herein mentioned, the communications to the buyers from the **S&P Defendants** were done with the authorization and/or were ratified by the **Developer Defendants**, and each of them.

323. In connection with these activities as the exclusive sales and marketing agent for the Trump Ocean Resort Baja, the **Developer Defendants** authorized the **S&P Defendants**, (acting as **Developer Agent Defendants**), both through the **S&P Entity Defendants** and through the **Individual S&P Defendants**, and each of them, to communicate with and to make representations to the Plaintiffs regarding the Trump Ocean Resort Baja, including, but not limited to the planning, construction, construction progress, financing, identity of the developers, and other pertinent facts regarding the Project, and to communicate with and to transmit information to the Plaintiffs relative to the same, acting as the "mouthpiece" of the **Developer Defendants** of the Trump Ocean Resort Baja Project.

324. At all times herein mentioned, the **Developer Defendants** assisted, cooperated, dictated, directed and worked in conjunction with the **S&P Defendants** in formulating the overall marketing plan, the design and content of the sales and marketing brochures, and all information which was to be disseminated to the buyers and potential buyers of Units within the Project, including to the Plaintiffs herein. In connection therewith, all communications authorized for release and/or released to the general public and ultimately received and relied upon by Plaintiffs were done with the full and complete assistance, approval, cooperation, input, ultimate

authorization, and/or ratification of all the **Developer Defendants**, and each of them.

325. The **Developer Agent Defendants**, in turn, retained and utilized the services of various methods to disseminate this information through various channels of public relations, including press releases and targeted media releases. The **Developer Agent Defendants** utilized the services of a public relations firm by the name of Lyman Public Relations, ("Lyman"). Plaintiffs are informed and believe that Lyman had first been retained to conduct the public relations

campaign for the marketing of the Project prior to the Trump involvement when the Project was known and marketed as "Mirada." Lyman continued in the capacity of the Public Relations firm after the Project became known as the Trump Ocean Resort Baja.

Developer Defendants' General Involvement

and the S&P Defendants 'Authority to Speak

- 326. As an example of the **Developer Defendants**' active involvement in the process of authorizing the release of all marketing materials intended to reach potential buyers such as Plaintiffs herein, and evidencing the authority that the S&P Defendants had to speak on behalf of the **Developer Defendants** relative to the Project is the following:
 - a. Exhibit 50-A is an e-mail exchange dated April 24, 2007 beginning at 1:39 p.m. from Ricardo Medina, "Marketing Manager" for the Trump Ocean Resort and sent from his email address rmedina@sprealestate.com to FEDERMAN of the IRONGATE Defendants and Jill Cremer, "Vice President" of the Trump Organization ("VP Cremer"). Therein, Medina requests that VP Cremer review the final draft of the "Trump Baja Press Release announcing" the Spa Tower." Medina further states that with approval, "we will submit this release on the newswire tomorrow."
 - 1. On April 24, 2007 at 1:49 p.m. VP Cremer responds to the preceding e-mail by attaching "minor comments" to the Press Release. The attachment, which was produced by the Trump Organization during this litigation and identified as Trump OB 000737, shows certain revisions requested by VP Cremer to the document before its planned release on the newswire. The following statement in the Press Release was unchanged: "Developed as a partnership between (The) Trump Organization and Irongate..."
 - 2. On April 24, 2007 at 5:35 p.m. Medina sends another e-mail to VP Cremer stating the "approved press release is scheduled to go on the Business Wire tomorrow at 8

am (EST)." Later, at 8:14 p.m., VP Cremer responds to the 5:35 p.m. Medina e-mail by stating: "ok."

The April 24, 2007 Press Release following this approval stated the following regarding the Project:

"Contact: Chris Lyman, Lyman Public Relations 707-256-3948 or chris@Lymanpr.com

For IMMEDIATE RELEASE

Donald J. "Trump and Irongate" Announce Spa Tower, Phase II of Trump Ocean Resort Baja, Mexico

Next Phase to feature 182 Luxury Hotel-Condominiums Combining Spa Relaxation with Oceanfront Real Estate Ownership

Los Angeles, Calif. (April 25, 2007) – Following the success of the Lobby Tower at Trump Ocean Resort, Trump Organization CEO Donald J. "Trump and Irongate" principals Jason GROSFELD and Adam FISHER have announced their next real estate release: Spa Tower at Trump Ocean Resort. North Baja's first luxury hotel-condominium resort will bring an unprecedented level of design excellence and service to the North Baja peninsula.

"After setting a one-day real estate sales record for Mexico at \$122 million in December 2006, we have created the second tower at Trump Ocean Resort," said Donald Trump. "The Spa Tower will bring an unprecedented spa experience to the West Coast of Mexico and exceed all expectations of luxury real estate ownership."

Located just 30 minutes from downtown San Diego, Trump Ocean Resort's Spa Tower will be an authentic real estate offering unlike any other in Mexico. Owners will become part of an experience designed to rejuvenate the body and soul through the use of natural materials, with organic furnishings and fabrics that provide a feeling of serenity. Spa Tower suites will feature an assortment of materials and colors borrowed from the natural environment, including a soft color palette, quartz, glass and pebble tiles; stone, and the incorporation of native plant motifs in the overall design and fabrics.

Spa Tower owners will be steps away from the luxurious spa featuring massages, sea salt wraps, facials, manicures/pedicures and custom Mexican treatments used historically by ancient cultures. The ocean view spa will also feature a floating stone bridge over water ponds, a spa boutique, a relaxation room, unique women's and men's locker rooms, women's and men's outdoor warm soaking pools, a meditation garden, steam cave, and a therapeutic outdoor Jacuzzi tub with a waterfall.

Developed as a partnership between The Trump Organization and Irongate, a Los Angeles-based real estate development and investment company, Spa Tower follows on the sales success of the property's initial record setting offering in December when more than \$122 million in resort real estate was sold in one day. Prices for studio, one-, two-, and three-bedroom hotel-condominiums start in the mid-\$300,000's. For more information about Trump Ocean Resort Baja, visit www.trump-baja.com. Contact Brendan Mann at bmann@sprealestate.com or 866-858-8736.

About the Trump Organization

Donald J. Trump is the very definition of the American success story. In 1980, he established The Trump Organization as the umbrella company for all of his real estate development and other corporate affiliates. He has continually set new standards of excellence while expanding his interests in luxury residential real estate, world-class hotels, office buildings, championship golf clubs, gaming, merchandising and entertainment.

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In addition to being one of the largest developers and property managers in New York, Mr. Trump is currently building residential, hotel and golf club projects in Waikiki, Las Vegas, Chicago, Ft. Lauderdale, Miami Beach, Los Angeles, Atlanta, the Caribbean, Westchester, N.Y., Bedminster, N.J. and Dubai, UAE. He also continues to be active with numerous literary pursuits, charitable organizations and his worldwide number one hit reality television show, The Apprentice.

About Irongate

Irongate is an integrated real estate development and investment company. The Los Angeles-based company blends entrepreneurial creativity, financial discipline, and environmental and cultural sensitivity to each of its development projects. Irongate believes in creating value by being thoroughly immersed in all aspects of its projects from inception through realization, including design and architecture. This philosophy has produced a track record of success for its partners and affiliates. Irongate currently invests in five asset classes: residential, office, retail, industrial and land.

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About S&P Destination Properties

S&P Destination Properties is a world leader in the resort and luxury real estate business. The company specializes in the envisioning, design,

marketing and sale of the world's finest real estate. The S&P brand promise is better real estate, better experiences. The vision of S&P is to bring the finest real estate on earth to those that appreciate the irreplaceable experiences that only come with ownership.

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- **b. Exhibit 50-B** contains two e-mail communications dated April 2, 2007 and April 4, 2007 between Medina on the one hand, and on the other hand, both VP Cremer and defendant **IVANKA**. In this e-mail exchange, Medina sought the approval of the to be released Trump Baja Preview Kit from defendant **IVANKA** and VP Cremer. VP Cremer responded to this request in an e-mail dated April 4, 2007 with some revisions before authorizing the release. Also, See attached hereto as **Exhibit 51** the referenced "Preview Kit."
- c. Exhibit 50-C contains an e-mail dated April 19, 2007 at 1:28 p.m. from Medina to VP Cremer regarding a "personalized letter on behalf of Mr. Trump that would be included with the release of a "Beauty Book" to reservation holders. On April 19, 2007 at 2:26 p.m. VP Cremer responds by stating: "nice letter, very well written."
- **d.** Exhibit 50-D is an e-mail dated May 10, 2007 at 1:08 p.m. from Medina to VP Cremer wherein Medina seeks approval of the final draft of the Trump Baja "Beauty Book" as well as the "the updated version of the Trump Baja video that included Mr. Trump and Ivanka's interview." On May 14, 2007 at 3:21 p.m. VP Cremer responds by acknowledging she "received the video today—looks fantastic..." "I looked at the beauty book, and all is well too." This video being referenced contains the same interview of **DONALD TRUMP** and **IVANKA** as contained on the DVD disc attached as **Exhibit 52**.
- e. Exhibit 50-E contains an e-mail dated February 9, 2007 at 11:59 a.m. and 5:37 p.m. from Medina to VP Cremer and defendant IVANKA seeking approval for the release of the

"Trump Baja" postcards. On February 9, 2007 at 5:59 p.m. VP Cremer responds to Medina, and defendant **IVANKA** by stating: "The piece looks good Ricardo, very tasteful and well designed..."

- **f. Exhibit 50-F** contains an e-mail dated March 2, 2007 at 10:56 a.m. from Medina to defendant **IVANKA** and VP Cremer seeking approval of the "4 ad concepts" to be used for Trump Baja's media plan. On March 4, 2007 at 2:42 p.m., VP Cremer responds by stating "All looks good, nice layout, very straightforward and classic."
- **g. Exhibit 50-G** contains an e-mail dated September 14, 2006 at 9:17 p.m. sent from Sarah Evans, Regional Marketing Director for the **S&P Entity Defendants**, to Defendants **TRUMP JR.**, **IVANKA** with a "cc" to **FEDERMAN**, VP Cremer and Roxanne Loughery seeking approval for the proposed billboard for the site at Trump Baja. On September 15, 2006 at 9:53 a.m. VP Cremer responds to the e-mail by stating: "Agreed, good graphics."
- h. Exhibit 50-H contains an e-mail dated February 28, 2007 from Medina to VP Cremer and defendant IVANKA seeking approval of the "Trump Baja direct mail piece for phase 2." VP Cremer and Medina exchange a couple of e-mails on the same date. At 2:49 p.m. VP Cremer responds by stating: It's okay, you should go ahead with the piece."
- i. On September 28, 2006 Evans of S&P forwarded an e-mail to defendants IVANKA, TRUMP, JR., FEDERMAN and Roxanne Loughery, seeking final approval of revised ads for "Trump Baja." On September 29, 2006 at 12:01 p.m. Evans seeks confirmation of the "procedures" and notes that "IVANKA had approved the original version of the ad prior to your comments." In response, in an e-mail at 12:01 p.m. VP Cremer states: "Yes. I'm sure it is fine particularly given that she initially approved it." This string of emails is attached hereto as Exhibit 50-I.

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j. On September 21, 2006 Evans of S&P forwarded an e-mail to Defendants **IVANKA** and **TRUMP**, **JR.**, copied to **FEDERMAN**, Roxanne Loughery, Ricardo Medina, and VP Cremer, seeking approval of the "first ad" that was to be run relative to "Trump Baja." On September 22, 2006 at 12:03 p.m. VP Cremer givers her input on the ad layout and copy. This string of emails is attached hereto as **Exhibit 50-J**.

Authority to Speak by the Individual TRUMP Defendants on Behalf of the TRUMP Entity Defendants

Plaintiffs are informed and believe that Defendant, The Trump Organization, Inc. and/or The Trump Organization, LLC is/are the overall umbrella entity under which all of the TRUMP Entity Defendants operate. Plaintiffs are informed and believe that Defendants, The Trump Organization, Inc., The Trump Organization LLC, The TRUMP CORPORATION, TRUMP MARKS LLC and TRUMP MARKS BAJA LLC are all under common ownership (see Declaration of defendant Donald Trump, Jr. attached hereto as Exhibit 2"), with each being controlled by Defendants DONALD TRUMP, TRUMP, JR. and IVANKA. Defendants **DONALD TRUMP, TRUMP, JR.** and **IVANKA** each were and remain an officer, director, and/or shareholder of **The Trump Organization**, **Inc**. and of **The Trump Corporation**, and that each are members with equity ownership interests in The Trump Organization LLC. Defendants DONALD TRUMP, TRUMP, JR. and IVANKA are the central figures and guiding spirits of the **TRUMP Entity Defendants** and specifically authorized, directed and participated in the acts described herein with full knowledge of same, and personally participated in the decision making leading up to the stated acts as same relate to the Trump Ocean Resort Baja.

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328. At all times herein mentioned, Defendant, **DONALD TRUMP**, was the Chairman of the Board, officer, manager, President, Chief Executive Officer, director, and/or controlling party of the **TRUMP Entity Defendants**.

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329. Plaintiffs are informed and believe, and thereupon allege based upon the statements
published by the TRUMP Defendants that The Trump Organization is the umbrella entity under
which the remaining TRUMP Entity Defendants conduct their business relative to their real estate
operations, and that in addition to his position as Chief Executive Officer, President and/or
Chairman of the TRUMP Entity Defendants, TRUMP's authority to speak on behalf of The
$Trump\ Organization, LLC, The\ Trump\ Organization\ Inc., The\ Trump\ Corporation, TRUMP\ Trump\ Corporation, TRUMP\ Tr$
MARKS LLC and TRUMP MARKS Baja LLC was and is further demonstrated in a letter posted
on the Trump National Golf Course website and Trump Organization website (www.trump.com)
on the Trump National Golf Course website and Trump Organization website (www.trump.com) signed by defendant Donald J. Trump, wherein it is stated that said defendant, Donald J. Trump is

330. At all times herein mentioned, **TRUMP**, **JR**. was an officer, manager, president, director, and a controlling party of the **TRUMP Entity Defendants** and each of them. In a declaration previously filed with this Court in this action, Defendant **TRUMP JR**. confirmed his authority to speak on behalf of and that he is an authorized representative of the Defendants **THE TRUMP ORGANIZATION, INC.**, **THE TRUMP ORGANIZATION, LLC**, **TRUMP MARKS**, **LLC**, and **TRUMP MARKS BAJA**, **LLC**. See Donald Trump, Jr. Declaration attached hereto as **Exhibit "2."** On the Trump Organization website, **TRUMP JR**., during all times alleged herein, has represented and continues to represent his authority to speak on behalf of the **Defendants Trump Organization, Inc.**, and **Trump Organization, LLC** by described himself as the Executive Vice President of said entities.

331. At all times herein mentioned, Defendant, **IVANKA**, was an officer, manager, president, chief executive officer, director, and a controlling party of the **TRUMP Entity Defendants**. On the Trump Organization website, **IVANKA** has represented herself as being, and continues to represent herself as Executive Vice President of Development & Acquisitions of The Trump Organization, Inc., and The Trump Organization, LLC. During all times alleged herein, Defendant **IVANKA** has represented on the www.trump.com website, and during in-person

speaking engagements in communications directly with the Plaintiffs herein, relating to the Trump Ocean Resort Baja that she was in charge and responsible for the Development, along with her father, DONALD TRUMP and her brother, TRUMP JR.

332. Further demonstrating defendant IVANKA's authority to speak for and on behalf of the TRUMP Entity Defendants, defendant IVANKA appeared in videos, DVD's and on the Trump Ocean Resort Baja website in specifically produced videos for the Resort. One such DVD was entitled, a "Day in Baja" and disseminated to buyers as part of the marketing of the Resort and which also appeared on the website before it disappeared from the Web after the Project failed. In the DVD's and videos, **IVANKA** proclaimed:

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"The Trump Organization likes to be ahead of the curve, and we're always ahead of the curve, and this would be another example. We're really creating Northern Baja as the new Cabo; as the new resort destination. This was, (umm), a deal that in conjunction with my brother, and of course, my father, and the whole strength of The **Trump Organization**, we are extraordinarily bullish on....

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Not only is the land incredibly gorgeous, but the proximity to San Diego makes this a tremendous investment

At a resort destination, it's very important to create the experience, and that's what we've done a great job in doing here. . . .

We are developing a world-class resort befitting of the Trump brand, and I personally am very excited about it. I actually chose to purchase a unit, (umm), in the First Tower." [Emphasis added].

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333. By reason of the represented position of authority of Defendants, **DONALD** TRUMP, TRUMP, JR. and IVANKA, and each of them, within the TRUMP Entity Defendants, at all times herein mentioned each had the actual authority as well as the apparent authority to speak

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on behalf of, direct and bind not only him and/or herself, but also each of the aforesaid **TRUMP**Entity Defendants as it related to the Trump Ocean Resort Baja development.

334. Further demonstrating defendant **DONALD TRUMP**'s apparent and/or actual authority to speak for and on behalf of the **TRUMP Entity Defendants**, **DONALD TRUMP** appeared in approved marketing videos, DVD's and on the Trump Ocean Resort Baja website in

video presentations, one entitled a "Day in Baja" (before it disappeared from the Web) proclaiming:

"People ask me, "What does Trump stand for?

I'm very very proud of the fact that when I build, I have investors that follow me all over. They invest in me. They invest in what I build, and that's why I'm so excited about Trump Ocean Resort. This is going to be something very very special." [Emphasis added].

Authority of the Individual and S&P Entity Defendants
to Bind the Remaining S&P Entity Defendants

335. Plaintiffs are informed and believe that defendant S&P Destination Properties, Inc., a Nevada Corporation, is a self described luxury and resort real estate company that specializes in the design, marketing and sale of luxury and resort properties throughout the Western United States, Hawaii and Mexico. Defendant S&P Destination Properties, Inc. is the umbrella entity under which defendant S&P DESTINATION PROPERTIES, U.S., INC., a Delaware Corporation, defendant S&P DESTINATION PROPERTIES, L.P., a Delaware Limited Partnership and defendant S&P Destination Properties, S.A. de D.V, an unknown form of business entity, were controlled and/or operated by the principals **LANDOLT** and **DUPUIS**.

336. The "Trump Ocean Resort Team" and "S&P Destination Properties Sales Team" as described and represented to Plaintiffs at such sign-up and SELECTION EVENTS, was described hereinabove. Please see attached hereto as **Exhibit 54**, a true and correct copy of one of the various

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business placards provided to Plaintiffs at said events, entitled "Trump Ocean Resort Team." Said Defendants, and each of them, by reason of the fact that each of their statements, as alleged herein relative to the Trump Ocean Resort Baja were made with the authority and at the direction of the **S&P Entity Defendants** and **S&P Principals**.

DYNAMICS, for the period of in or about January 1, 2004, through the calendar year 2008, was/were contractually retained by defendant S&P Destination Properties, Inc. as "Vice President of the Western Region." Part of Defendants' DAVIS and RESORT DYNAMICS' contractual responsibilities for and on behalf of the S&P Entity Defendants, was the marketing, and selling of condominium units to be built at the Trump Ocean Resort Baja. As a result and by reason of defendant DAVIS and RESORT DYNAMICS' contractual relationship with the S&P Entity Defendants, at all times alleged herein, said Defendants had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein. Further, all acts which were performed by Defendants DAVIS and RESORT DYNAMICS relative to the Trump Ocean Resort Baja were directed, authorized, and/or ratified by the S&P

Entity Defendants, and by Defendants DUPUIS and LANDOLT.

338. Defendant Jason Dolker, beginning in or about January, 2007 and continuing thereafter through the calendar year 2008, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Associate" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Jason Dolker communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the S&P Defendants and the e-mail address of "jdolker@sprealestate.com" and "trumpbaja.com." As a result of defendant Jason Dolker's contractual relationship with the S&P Entity Defendants, defendant Jason Dolker, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

thereafter through and including the present, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as the "head of marketing" and "sales director" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Robert Brendan Mann communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the S&P Defendants and the e-mail address of "bmann@sprealestate.com" and "trumpbaja.com." As a result of said defendant's contractual relationship with the defendant S&P Entity Defendants, Defendant Brendan Mann, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

340. Defendant Laure Marie Frere, beginning in or about January, 2006 and continuing thereafter through and including the present, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Manager" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Marie Laure Frere communicated with Plaintiffs by telephone, in person and by way of e-mail using the the e-mail address of the S&P Defendants and the e-mail address of "mfrere@sprealestate.com" and "trumpbaja.com." As a result of said defendant's contractual relationship with the defendant S&P Entity Defendants, Defendant Marie Laure Frere at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

341. Defendant Renee Hourston, beginning in or about January, 2006 and continuing thereafter through and including through January 1, 2009, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Associate" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Renee Hourston communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the **S&P Defendants** and the e-mail address of

"Rhourston@sprealestate.com" and "trumpbaja.com." As a result of defendant contractual relationship with the defendant **S&P Entity Defendants**, Defendant Renee Hourston, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the **S&P Entity Defendants** when communicating with Plaintiffs herein.

342. Defendant Ryan Bicknell, beginning in or about January, 2006 and continuing thereafter through and including through January 1, 2009, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Associate" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Ryan Bicknell communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the S&P Defendants and the e-mail address of "rbicknell@sprealestate.com" and "trumpbaja.com." As a result of defendant contractual relationship with the defendant S&P Entity Defendants, Defendant Ryan Bicknell, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

343. Defendant Tracy Collingridge, beginning in or about January, 2006 and continuing thereafter through and including through January 1, 2009, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Associate" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Tracy Collingridge communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the S&P Defendants and the e-mail address of "tcollingridge@sprealestate.com" and "trumpbaja.com." As a result of defendant contractual relationship with the defendant S&P Entity Defendants, Defendant Tracy Collingridge, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

344. Defendant Matias Susel, beginning in or about January, 2006 and continuing thereafter through and including through January 1, 2009, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Associate" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Matias Susel communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the S&P Defendants and the e-mail address of "msusel@sprealestate.com" and "trumpbaja.com." In addition, Defendant Matias Susel was prominently displayed on the Defendants monthly update entitled "Trump Baja Tribune" a true and correct copy of August, 2008 newsletter is attached hereto as Exhibit 55. As a result of defendant contractual relationship with the defendant S&P Entity Defendants, Defendant Matias Susel, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

345. Defendant Jacquelyn Setter, beginning in or about January, 2006 and continuing thereafter through and including through January 1, 2009, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Associate" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant Jacquelyn Setter communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the S&P Defendants and the e-mail address of "jsetter@sprealestate.com" and "trumpbaja.com." As a result of defendant contractual relationship with the defendant S&P Entity Defendants, Defendant Jacquelyn Setter, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

346. Defendant Jay LeDuc, beginning in or about January, 2006 and continuing thereafter through and including through January 1, 2009, was contractually retained by defendant S&P Destination Properties, Inc. to perform services as a "Property Specialist" and "Property Associate" in connection with the condominium units to be built at the Trump Ocean Resort Baja. Defendant

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Jay LeDuc communicated with Plaintiffs by telephone, in person and by way of e-mail using the e-mail address of the S&P Defendants and the e-mail address of "ileduc@sprealestate.com" and "trumpbaja.com." As a result of defendant contractual relationship with the defendant **S&P Entity Defendants**, Defendant Jay LeDuc, at all times alleged herein, had the apparent authority and/or actual authority to speak for and bind the S&P Entity Defendants when communicating with Plaintiffs herein.

Authority of the S&P Defendants

to Speak on Behalf of the TRUMP Defendants

- At all times during the marketing and sales activities relative to the Trump Ocean Resort Baja, the **S&P Defendants** were authorized to speak and to communicate information on behalf of the TRUMP Defendants, as is alleged hereinabove in the Section entitled: "Developer Defendants' General Involvement and the S&P Defendants' Authority to Speak," pursuant which the S&P Defendants communicated on behalf of both the Individual TRUMP Defendants, the TRUMP Entity Defendants, GROSFELD and FISHER, and the IRONGATE Entity **Defendants** relative to the Trump Ocean Resort Baja to buyers and potential buyers, including the Plaintiffs herein.
- 348. The S&P Defendants were retained by the Developer Defendants herein, to act as the exclusive listing and marketing agent for the Trump Ocean Resort Baja for the purpose of assisting the **Developer Defendants** in the marketing, promotion and selling of the Project. Further, the dissemination and communication of information relative to the TRUMP Defendants' involvement and role in the Trump Ocean Resort Baja was specifically approved by the TRUMP Defendants.
- 349. At all times relevant to matters set forth in this Complaint, the **S&P Defendants**, and each of them, to include the individual S&P Salespersons, as well as each of the Defendant S&P Entity Defendants were acting with both the actual authority, as well as with the apparent authority

to speak on behalf of the **TRUMP Defendants** as it pertained and related to the Trump Ocean Resort Baja.

- 350. Further, at all times relevant to matters set forth in this Complaint, as set forth and alleged hereinabove, the S&P Defendants, as part of, and in preparation for the marketing of the Project, communicated with and obtained the authority of the TRUMP Defendants to release to and disseminate the marketing materials, brochures, news articles, press releases and related information which were all used to promote and market the Project. The TRUMP Defendants authorized the S&P Defendants to refer to defendant DONALD TRUMP as a "developer" in said marketing materials and as the "builder" of the Project. The TRUMP Defendants were provided, in advance, and approved the release of such marketing materials as the video Exhibit 52, Preview Kit, Trump Baja Beauty Book and related materials. See attached hereto as Exhibit 50-D a true and correct copy of e-mail communication between the S&P Defendants and the TRUMP Defendants wherein the TRUMP Defendants authorize the use of said video, Trump Baja Beauty Book and Preview Kit.
- 351. As part of the marketing of the Project, the S&P Defendants communicated with and obtained approval from officers of The Trump Organization and the Individual TRUMP Defendants regarding the information which was disseminated regarding the Trump Ocean Resort Baja by the S&P Defendants, as well as the manner and use of and authorization to utilize the name and likeness of defendant DONALD TRUMP, TRUMP JR., and IVANKA in all marketing and advertising used in connection with the Project. The S&P Defendants obtained the authority of the TRUMP Defendants to describe said Defendants as a "developer" of the Project and that DONALD TRUMP was "developing" in Mexico.
- 352. At all times herein mentioned, the **TRUMP Defendants**, pursuant to their authority to bind one another, as set forth above, authorized, directed, and ratified the information and

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representations which were made following such approval by the **TRUMP Defendants**, by the **S&P Defendants** to the buyers of Units within the Project, including the Plaintiffs herein.

Moreover, during the entire course of time when the **S&P Defendants** were communicating with the Plaintiffs and making representations to the Plaintiffs relative to the Project, Plaintiffs are informed and believe that the **TRUMP Defendants**, and each of them, not only were aware of, and in fact directed and/or ratified said representations, but in fact never questioned, contradicted, or otherwise threw into question that the representations being made which purported to be made on behalf of all of the **TRUMP Defendants**, nor did the **TRUMP Defendants** make any claim that the matters and/or information disseminated by the **S&P Defendants** regarding the **TRUMP Defendants**' involvement in the Project was somehow mistaken, misrepresented, or in any manner inaccurate.

354. The use of each of the S&P Defendant, to include the individual S&P Salespersons, as well as each of the Defendant S&P Entity Defendants, based upon their position as the "exclusive real estate agent" for the sales and marketing of the Trump Ocean Resort Baja, thereby facilitated the consummation of the fraud and the fraudulent acts upon the Plaintiffs. At all times relevant hereto, the S&P Defendants, and each of them, acted with the actual and apparent authority of the Developer Defendants, including the TRUMP Defendants in that from the point of view of the Plaintiffs, and each of them, and to all appearances to the Plaintiffs, the representations seemed regular and legitimate on their face, and the S&P Defendants, and each of them, appeared to be acting with actual and apparent authority in making such representations in the ordinary course of business confided to such Defendants by the Developer Defendants, including the TRUMP Defendants, such that the position of the S&P Defendants, and each of them, facilitated the consummation of the fraud and the fraudulent acts upon the Plaintiffs.

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on Behalf of the Developer Defendants to Include

the TRUMP Defendants and the IRONGATE Defendants

Defendants to speak on behalf of the TRUMP Defendants, which allegations are incorporated herein by this reference, at all times during the marketing and sales activities relative to the Trump Ocean Resort Baja, the S&P Defendants, and each of them, were authorized to speak and to communicate information relative to the Trump Ocean Resort Baja on behalf of the remaining Developer Defendants to include the IRONGATE Defendants, and each of them, to buyers and potential buyers, including the Plaintiffs herein.

356. At all times relevant to matters set forth in this Complaint, the **S&P Defendants**, and

each of them, to include the individual S&P Salespersons, as well as each of the S&P Entity

Defendants were acting with both the actual authority, as well as with the apparent authority to speak on behalf of the **Developer Defendants** to include the **IRONGATE Defendants**, as it

pertained and related to the Trump Ocean Resort Baja in the same manner in which S&P was

authorized to speak on behalf of the TRUMP Defendants relative to the Project. This authority was

based upon the position of each of the S&P Defendants, to include the individual S&P

Salespersons, as well as each of the Defendant S&P Entity Defendants' position as the "exclusive

real estate agent" for the sales and marketing of the Trump Ocean Resort Baja. The use of each of

the S&P Defendants, to include the individual S&P Salespersons, as well as each of the S&P

Entity Defendants, based upon their position as the "exclusive real estate agent" for the sales and

marketing of the Trump Ocean Resort Baja, thereby facilitated the consummation of the fraud and

the fraudulent acts, in that from the point of view of the Plaintiffs, and each of them, the transaction

seemed regular on its face, and the S&P Defendants, and each of them appeared to be acting in the

ordinary course of business confided to such Defendants, such that the position of the S&P

Defendants, and each of them facilitated the consummation of the fraud.

Authority to Speak by GROSFELD and FISHER, as well as

FEDERMAN, CRANE and SANCHEZ

on Behalf of the IRONGATE Entity Defendants

- 357. Plaintiffs are informed and believe that Defendants, IRONGATE DEV., IRONGATE WILSHIRE, and IRONGATE CAPITAL, is/are the overall umbrella entities under which the IRONGATE Entity Defendants, and each of them, operated relative to the matters set forth in this Action. Plaintiffs are informed and believe that these Defendants are all under common ownership and/or control, with each ultimately being controlled by Defendants GROSFELD and FISHER, and/or that at all times relevant hereto, each said individuals was an officer, director, shareholder, member, manager and/or managing member of the IRONGATE Entity Defendants, and each such individual held controlling equity ownership interests in said entity Defendants.
- 358. At all times herein mentioned, Defendant, **GROSFELD** was an officer, manager, president, chief executive officer, director, and/or a controlling party of each of the **IRONGATE Entity Defendants**, and at all times herein mentioned is and/or was one of the central figures and guiding spirit of each of the **IRONGATE Defendants**, and in that capacity specifically authorized, directed and participated in and/or ratified the acts described herein engaged in by the **IRONGATE Defendants** with full knowledge of same, and that **GROSFELD** personally participated in the decision making leading up to the stated acts as same relate to the Trump Ocean Resort Baja.
- 359. Defendant **GROSFELD**'s authority to speak on behalf of the **Developer Defendants** and on behalf of **PB Impulsores** was and is further demonstrated by his co-signature, along with Defendant, **DONALD TRUMP**, of a letter on **PB Impulsores** letterhead which was sent to all of the Tower 1 Plaintiffs. See the Trump-Grosfeld Letter, attached as **Exhibit 56.**
- 360. At all times herein mentioned, Defendant, **FISHER** was an officer, manager, president, chief executive officer, director, and/or a controlling party of each of the **IRONGATE**Entity Defendants, and at all times herein mentioned is and/or was one of the central figures and

guiding spirit of each of the **IRONGATE Defendants**, and in that capacity specifically authorized, directed and participated in and/or ratified the acts described herein engaged in by the **IRONGATE Defendants** with full knowledge of same, and that **FISHER** personally participated in the decision making leading up to the stated acts as same relate to the Trump Ocean Resort Baja.

361. By reason of the position of Defendants, **GROSFELD** and **FISHER**, as well as of **FEDERMAN**, **CRANE** and **SANCHEZ** as officers of the **IRONGATE Entity Defendants**, as alleged hereinabove, said individuals, at all times herein mentioned, had the actual and apparent authority to speak on behalf of, direct, and bind not only one another, but also each of the aforesaid **IRONGATE Entity Defendants** as it related to the Trump Ocean Resort Baja development.

362. At all times herein mentioned as they relate to the acts and circumstances which form the basis of this Action, Defendant **GROSFELD**, individually, and in concert with **FEDERMAN CRANE**, and **SANCHEZ**, as well as with Defendants, **FISHER** and DOES, at all times herein mentioned, authorized, directed, and/or participated in the acts complained of herein engaged in by the **IRONGATE Entity Defendants**, and at all times herein mentioned, Defendant, **GROSFELD** was, along with **FISHER**, the guiding spirit of Irongate and a central figure in the wrongful conduct engaged in by each of the **IRONGATE Entity Defendants** as alleged herein. Plaintiffs are further informed and believe that at all times relevant hereto, Defendant, **GROSFELD** acted for or on

behalf of the **IRONGATE Entity Defendants** in doing the acts and/or omissions as alleged herein.

363. At all times herein mentioned as they relate to the acts and circumstances which form the basis of this Action, Defendant FISHER, individually, and in concert with FEDERMAN, CRANE, and SANCHEZ as well as with Defendants, GROSFELD and DOES, at all times herein mentioned, authorized, directed, and/or participated in the acts complained of herein engaged in by the IRONGATE Entity Defendants, and at all times herein mentioned, Defendant, FISHER was, along with GROSFELD, the guiding spirit of Irongate and a central figure in the wrongful conduct engaged in by each of the IRONGATE Entity Defendants as alleged herein. Plaintiffs are further

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informed and believe that at all times relevant hereto, Defendant, FISHER acted for or on behalf of the **IRONGATE Entity Defendants** in doing the acts and/or omissions as alleged herein.

Authority of the Individual S&P Defendants and the

S&P Entity Defendants to Speak on behalf of the Developer Defendants

364. At all times herein mentioned, and as set forth hereinabove within the "Authority to Speak" allegations, which allegations are incorporated by reference as if set forth at length, the **S&P Entity Defendants** were the exclusive marketing and sale agents for the Trump Ocean Resort Baja Project. At all times during the marketing and sales activities relative to the Trump Ocean Resort Baja, the S&P Defendants, and each of them, as well as those acting for and/or on behalf of the S&P Defendants, were authorized to speak and to communicate information on behalf of **Developer Defendants** relative to the Trump Ocean Resort Baja to buyers and potential buyers, including the Plaintiffs herein. In connection therewith the **Individual S&P Defendants** as well as those acting for and/or on behalf of the S&P Defendants carried out the obligations of the S&P **Entity Defendants** in communicating with Plaintiffs in conveying the information relative to the marketing and sales of the Condominium Project.

365. At all times herein mentioned, the **IRONGATE Defendants**, pursuant to their authority to bind one another, as set forth hereinabove, authorized, directed, and/or ratified the information and representations made by the **S&P Defendants** as well as those acting for and/or on behalf of the **S&P Defendants** to the buyers of Units within the Project, including the Plaintiffs herein.

366. Moreover, during the entire course of time when the **S&P Defendants**, as well as those acting for and/or on behalf of the S&P Defendants, acting in the capacity of Developer Agent Defendants, were communicating with the potential buyers and buyers, including the Plaintiffs herein, and during such time when the **S&P Defendants** as well as those acting for and/or on behalf of the S&P Defendants were making the representations set forth hereinbelow to the

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Plaintiffs relative to the Project, the **IRONGATE Defendants**, and the **TRUMP Defendants**, and each of them, were aware of, and in fact directed and/or ratified said representations. Further, during such time when the **S&P Defendants** as well as those acting for and/or on behalf of the **S&P Defendants** were communicating such information relative to the Project, none of the **Developer Defendants** ever questioned, contradicted, or otherwise threw into question that the representations being made which purported to be made on behalf of the **Developer Defendants**, were somehow mistaken and/or inaccurate.

367. In setting forth the allegations below with respect to each individual Plaintiff, whenever a representation is deemed to have been made by the TRUMP Defendants, which includes but is not limited to **DONALD TRUMP**, **IVANKA**, and/or **TRUMP**, **JR**., or any of the **TRUMP Entity Defendants**, or whenever a representation is deemed to have been made by the GROSFELD, FISHER, SANCHEZ, FEDERMAN and/or CRANE, as well as by any of the **IRONGATE Entity Defendants**, or whenever a representation is deemed to have been made by the S&P Defendants, to include each of the Individual S&P Defendants, as well as those acting for and/or on behalf of the **S&P Defendants**, including all salespersons, the principals of each such S&P Entity Defendant, and any of the S&P Entity Defendants, or jointly by any of said Defendants, such representation, even if not directly made by said Defendants, is deemed to have been made, adopted, authorized and/or ratified by said Defendants by virtue of the allegations set forth within the preceding "Authority to Speak" section as alleged hereinabove in paragraphs 321 through 366, inclusive, (hereinafter the "Authority to Speak" allegations), and by virtue of the fact that such representations were made, adopted authorized and/or ratified by each of said Defendants being the agents and principals of one another. This allegation is specifically incorporated into each and every of the allegations set forth hereinafter under this Section, entitled "Representations Made to Sell the Units," as though set forth at length.

368. Under the authority to make such representations as alleged hereinabove in the "Authority to Speak" allegations, the following false representations were made to the Plaintiffs as follows:

Developer Agent Defendants and DOES to the Plaintiffs, as and in the manner identified hereinbelow, which representations were intended to induce, and in fact did induce Plaintiffs to enter into the Agreements to purchase the identified Units within the Project, to pay monies as deposits on the purchases of the Units, and to refrain from taking any actions to cancel and/or rescind the purchases as alleged herein, and as set forth hereinbelow.

Manner of Conveyance of Misrepresentations

370. Fundamentally and foundationally, the **S&P Defendants**, and each of them, by and through their sales and marketing representatives including but not limited to Ricardo Medina, Brendan Mann, Sarah Evans, Roxanne Loughery, and principals **LANDOLT** and **DUPUIS**, having been retained as the exclusive marketing and sales agent for the Trump Ocean Resort Baja, were authorized both implicitly and explicitly by **DONALD TRUMP**, **IVANKA** and/or **TRUMP**, **JR**. and the **TRUMP Entity Defendants**, including through authorized representatives of The Trump Organization, including but not limited to VP Cremer, and by **GROSFELD**, **FISHER**, **SANCHEZ**, **FEDERMAN and/or CRANE**, as well as the **IRONGATE Entity Defendants**, by and through their principals, officers and/or managing directors **GROSFELD** and **FISHER**, to disseminate information including sales and marketing advertising, brochures and Press Releases to buyers and potential buyers of Units within the Project.

371. The **S&P Defendants**, and each of them, were specifically authorized to disseminate the information, including sales and marketing advertising, brochures and Press Releases, which included the misrepresentations regarding the Trump Ocean Resort Baja, and which were, in fact, conveyed by the **S&P Defendants** to Plaintiffs. Each of said misrepresentations made to the

FOURTH AMENDED COMPLAINT

Definitions Relative to Misrepresentations

A. In order to avoid numerous repetitive allegations, the following paragraphs identify various factual allegations which are common to those identified Plaintiffs as well as various **Exhibits**, to which **Exhibits** will be made references on a repeated basis for those Plaintiffs as identified hereinbelow, and which shall be identified as such. Therefore, insofar as each such allegation and **Exhibit** relates to any particular Plaintiff, the same will thereafter be referred to as pertaining to that individual Plaintiff.

B. In addition, and again, in order to avoid repetitive phrasing, when each of the following identified **Exhibits** are referred to hereinbelow as they may pertain relative to any individual Plaintiff, the same shall also be deemed to include that the following foundational identification of each such **Exhibit**, and shall be deemed to include the fact that the particular misrepresentations pertaining to that particular **Exhibit** were made to that identified Plaintiff as if the matters set forth hereinbelow were repeated at length, and which are incorporated therein as if set forth in full.

- C. Unless specifically attributed to any one individual defendant, or unless particularly stated to the contrary, each of the misrepresentations identified which was alleged to have been made to any particular Plaintiff were made pursuant to, and by reason of the authority of the Defendants to speak for one another, as is alleged and set forth in detail in the section entitled "Authority to Speak," the allegations of said "Authority to Speak" section being incorporated herein as if set forth herein at length.
- **D.** As to each of the misrepresentations set forth hereinbelow, (which for the purposes of brevity and clarity are sometimes herein referred to as "**Misrepresentation Sets**"), pursuant to the Defendants' "Authority to Speak" as is set forth hereinabove, though set out in more detail *infra*, these representations were made to those Plaintiffs whom are identified below, orally and in writing, generally by:

1. When the term "IRONGATE Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to the IRONGATE Entity Defendants, GROSFELD and FISHER, and the thus un-named DOES 51 - 100.

- 2. When the term the "Individual TRUMP Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to Defendants, **DONALD** TRUMP, IVANKA, and TRUMP, JR.
- 3. When the term the "TRUMP Entity Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to Defendants, TRUMP MARKS, LLC, a Delaware Limited Liability Company, THE TRUMP ORGANIZATION, INC., a New York Corporation, THE TRUMP ORGANIZATION, LLC, a New York Limited Liability Company, TRUMP MARKS BAJA, LLC, a New York Limited Liability Company, and THE TRUMP CORPORATION, a New York Corporation.
- 4. When the term the "TRUMP Defendants" is used, the same shall be deemed to refer *jointly* and *collectively* to each and every of the Individual TRUMP Defendants, the TRUMP Entity Defendants and the thus un-named DOES 1 through 50, inclusive.
- 5. When the terms the "Individual S&P Defendants" or "S&P Sales Associate" is used, unless a specific S&P sales associate is referred to, the same shall be deemed to refer jointly and collectively to the non-entity individuals and individually named Defendants who were either employed and/or retained by the S&P Entity Defendants, including, Robert Brendan Mann, Matias Rodolfo Susel, Renee Hourston, Tracy Collinridge, Marie Laure Frere, Jason Dolker; Ryan Bicknell, Torres, Jacquelyn Setter, Jay Leduc; David Rockey, and Kevin Elrod.

6. When the term "S&P Principals" is used, the same shall be deemed to refer jointly and collectively to Defendants LANDOLT, DUPUIS, and DAVIS;

7. When the terms "S&P Defendants" is used, the same shall be deemed to refer jointly and collectively to each and every of the Individual S&P Defendants, the S&P Principals, the S&P Entity Defendants and the thus un-named DOES 101 through 200, inclusive,

by reason of the fact that each of the following statements, made orally and/or in writing, which includes all press releases, brochures and advertisements referenced herein, was either made directly, or was authorized to be made by the each of said Defendants and entity Defendants through the principals of said entity Defendants. Alternately, as to any such oral or written statement referenced herein, if not made directly by any particular said defendant, the same was authorized by reason of the fact that such statements and/or misrepresentations were made, adopted, and/or authorized by reason of the fact that the defendant to whom the misrepresentation is attributed and the person and/or entity making such statement were the agents and/or and principals of one another.

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Ε. As to each of the **Exhibits** set forth hereinbelow, when any particular Plaintiff indicates that certain representations were made to him or her by way of such previously identified Exhibit, that Plaintiff's allegations shall be deemed to include that the Representations which are identified relative to such document which is used to identify and substantiate each such Representation, and when such reference is made to that Exhibit, those allegations are to be deemed included as if alleged and re-stated at length.

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Misrepresentations Made Through Press Releases

374. Where it is stated hereinbelow that any of the misrepresentations which are identified were read and/or heard in any article in the press, the same shall be deemed to include newspaper articles, magazine articles, internet articles, blogs, or other form of mass media. As part of their advertising and marketing campaign for the sale and promotion of the Trump Ocean Resort Baja,

the **Developer Defendants** authorized the dissemination of certain information and representations related to the Project and, in so doing, engaged in a sophisticated and far-reaching advertising and marketing program, the basis of which was to flood the media with articles, blurbs, and quotes regarding the Trump Ocean Resort Baja, to include approved quotes and representations of the **Developer Defendants** relative to the details of the Project. As an example, media packets/press kits were released to numerous press outlets which included such information, a copy of an Initial Press Release for Trump Ocean Resort Baja, Mexico, is attached hereto as **Exhibit 59**.

375. These materials and information which comprised and embodied the representations was contained, generally, within the materials sent out to the Press and other targeted media. The information so disseminated included the purported identity of the developers, (which was advertised to be the **TRUMP Defendants** in conjunction with the **IRONGATE Defendants** in succession of their Trump Waikiki partnership), and which was designed to capitalize on that very information in order to induce buyers to make a purchase of a condominium unit within the Project.

376. The **Developer Defendants** and **Developer Agent Defendants** engaged in a worldwide, long-term advertising campaign designed to flood the media with information concerning the Project and to disseminate, in as broad a manner as possible, the approved quotes and representations of the **Developer Defendants**. These approved quotes and representations contained carefully crafted and edited information designed to reassure, convince and establish in the minds of potential buyers that the monetary clout and power of the combined forces of **DONALD TRUMP** and the entire "Trump Organization" on the one hand, and "Irongate" and its principals, **GROSFELD** and **FISHER**, on the other hand were a true partnership developing the Trump Ocean Resort Baja. This media blitz and marketing campaign, specifically and intentionally used the terms "partnership" and "development" and "significant equity interest" when referring to the involvement of **DONALD TRUMP** and the entire Trump Organization on the one hand, and "Irongate" and its principals, **GROSFELD** and **FISHER**. In turn, **Developer Defendants** and **Developer Agent Defendants** knew and were aware that by so doing, this marketing campaign

would create the desired image and effect in the minds of potential buyers, including the Plaintiffs herein, of the purported identity of the developing parties, and that such developing parties had the financial wherewithal and expertise to successfully develop the Project.

377. When referring to any individual Plaintiff's reading of, and/or exposure to press releases, to include to include newspaper articles, magazine articles, internet articles, blogs, or other form of mass media, the same emanated from the original information authorized to be disseminated by the **Developer Defendants**. With respect to such information, the following shall apply as if the same were set forth as to each such misrepresentation, as for each such Plaintiff, at length:

As to all Misrepresentations made through and/or communicated to Plaintiffs as identified hereinbelow by way of any individual Plaintiff's reading of a newspaper article, magazine article, internet article, blog, or other form of mass media, such information initially relied upon by Plaintiffs was communicated in the following fashion:

The Developer Defendants and the Developer Agent Defendants a. retained the services of Lyman Public Relations for the purpose of acting as a conduit of information regarding the Trump Ocean Resort Baja, and which information was designed to reach the mass media and newswires throughout the world regarding the involvement of, among other things, the partnership between "Irongate and Trump" as the developer of the to be built Resort.

Thereafter, and prior to the dissemination of any such information relative to the Trump Ocean Resort, the **Developer Defendants**, as well as the **Developer Agent Defendants**, by and through their authorized representatives and principals, reviewed and/or edited, and ultimately approved and authorized the quotes and information which were incorporated into the Press Releases. In some Press Releases,

Defendants **GROSFELD**, **FISHER** and **DONALD TRUMP** are either directly quoted and/or referenced as a "developer" of the Resort.

- c. In turn, following the **Developer Defendants**' approval for release of the information contained within the approved Press Releases (which contained the information approved by the Defendants for dissemination), the Press Release and information contained therein would then be disseminated to the media by and through Lyman Public Relations, the **Developer Defendants**, as well as the **Developer Agent Defendants**, through various newswires, internet websites, e-mail communications, and mass media throughout the world, knowing that said information would be viewed by potential buyers and relied upon by Plaintiffs in connection with their ultimate purchase of a condominium at the Resort.
- **d.** Any such Press Release would not be disseminated to the general public until such time that approval of all information contained therein was obtained directly from the **Developer Developers** and the **Developer Agent Defendants**.
- 378. Incorporating herein each of the allegations relative to the "Authority to Speak" allegations, "Manner of Conveyance of Misrepresentations" as well as the "Definitions Relative to Representations," as set forth hereinabove, the following misrepresentations were made to the Plaintiffs as set forth hereinabove:

Representations Made to Induce Plaintiffs

to Enter Into Purchase Agreements

I. <u>Misrepresentation Set Number</u> 1:

Notwithstanding their current denial of these representations, during the sales and marketing of the condominium units within the Project, Developer Defendants and

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Developer Agent Defendants marketed and promoted the Project, the Trump Ocean Resort Baja in the following manner:

- 1. A development venture between DONALD TRUMP, IVANKA, TRUMP JR. and The Trump Organization on the one hand, and "Irongate" and the principals of the IRONGATE Entity Defendants, FISHER and GROSFELD, on the other hand;
- 2. That DONALD TRUMP specifically referred to himself as the "pre-eminent developer of quality real estate known around the world;
- 3. That the TRUMP Defendants and the IRONGATE Defendants had already worked together as co-developers in a successful manner to produce a similar type property in Waikiki, and that DONALD J. TRUMP and The Trump Organization on the one hand, and "Irongate Development" and the principals of the IRONGATE Entity Defendants, FISHER and GROSFELD, on the other hand, would work together on the Trump Ocean Resort Baja Project in the same manner;
- 4. That DONALD TRUMP was not only a "Significant Equity Investor" in the Project but also one of the developers, and along with "Irongate," and would be acting as "part of the team" as a "developer of the project" along with "Irongate" as co-developers.
- 379. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 1 was made, jointly by the **Developer Defendants** and the **Developer Agent Defendants**, and each of them, by the release of said information within, and as part of the following press releases and articles, which were designed and contemplated to find their way to potential buyers, and specifically to the Plaintiffs, in the manner and by reason of the methods set forth above. At all times, the intent of said Defendants was that the use and dissemination of the Press Releases would reach their

target audience of potential buyers of Units at the Trump Ocean Resort Baja, and that the same did reach the Plaintiffs through such dissemination. These misrepresentations were conveyed to the identified Plaintiffs by way of:

A September 20, 2006 Press Release from Lyman Public Relations, attached hereto as Exhibit 60-A, which document was also produced by the TRUMP
 Defendants Bates stamped as TRUMP OB 000699. (Hereinafter, this document

will be referred to as "Lyman 9/20/06").

- **2.** An October 4, 2006 Press Release from Lyman Public Relations, attached hereto as **Exhibit 60-B**. (Hereinafter, this document will be referred to as "Lyman 10/04/06").
- **3.** A December 11, 2006 Press Release from Lyman Public Relations, attached hereto as **Exhibit 60-C**. (Hereinafter, this document will be referred to as "Lyman 12/11/06").
- **4.** A Press Release from Lyman Public Relations, Dated April XX, 2007, attached hereto as **Exhibit 60-D**, (hereinafter, this document will be referred to as "Lyman April XX, 2007"), and which Press Release was also specifically used and incorporated into S&P salespersons' e-mail communications to prospective buyers, as is set forth in **Exhibit 60-D1**.
- **5.** An April 25, 2007 Press Release from Lyman Public Relations, attached hereto as **Exhibit 60-E**. (Hereinafter, this document will be referred to as "Trump Baja 4/25/2007 Press Release").

- **6.** A July 12, 2007 Spanish language Press Release from Lyman Public Relations, attached hereto as **Exhibit 60-F**. (Hereinafter, this document will be referred to as "Lyman 7/12/07 (Spanish)".
- **7.** A "News Release" dated November 10, 2006 from Irongate, attached hereto as **Exhibit 60-H**. (Hereinafter, this document will be referred to as "News Release 11/10/06").
- 8. In the "Trump Video" (Exhibit 52) wherein DONALD TRUMP represented that he was the "Builder" of the Project, and wherein IVANKA represents that she (IVANKA), her father, DONALD TRUMP, and her brother, TRUMP, JR., along with the whole strength of the Trump Organization were the developers of the Project in that they were "developing a world-class resort." Defendants, DONALD TRUMP, and IVANKA were authorized to speak on behalf of both themselves and, as officers of the remaining TRUMP Defendants, and had the apparent and actual authority to make these representations on behalf of the TRUMP Defendants, and each of them. (Hereinafter, this video, and the collective statements made thereon by DONALD TRUMP and IVANKA shall be referred to as the "Trump Video").
- **9.** A newspaper article appearing in BAJA TIMES, November 1-15, 2006, which purports to quote from interviews of Donald J. Trump and Jason **GROSFELD**, wherein Trump and **GROSFELD** claim they are partners in the Project as they were in the Trump Waikiki project, and in which Trump claims that "The Trump Organization will be a 'significant' equity investor in the \$200 million dollar project." A copy of this document is attached hereto as **Exhibit 60-I.** (Hereinafter, this document will be referred to as "Baja Times Article").

- 10. An October 22, 2006 newspaper article appearing in the San Diego Union Tribune, which purports to quote from interviews of Donald J. Trump and Jason Grosfeld, wherein **DONALD TRUMP** and **GROSFELD** claim they are partners in the Project as they were in the Trump Waikiki project, and in which **DONALD TRUMP** claims that "The Trump Organization will be a 'significant' equity investor in the \$200 million dollar project." A copy of this document is attached hereto as **Exhibit 60-J**. (Hereinafter, this document will be referred to as "S.D. Union Tribune Article 10/22/06").
- 11. By written representations contained within a "Hotel On Line" Special Report dated October 4, 2006, which represented that "Trump and Irongate" were acting as partners in developing the Project, and announced it as the "second project with the "Trump Organization and Irongate Development." A copy of this document is attached hereto as **Exhibit 60-K**. (Hereinafter, this document will be referred to as "Hotel On Line Report 10/04/06").
- **12.** In a January 19, 2007 article by Nick Kaye appearing in the "Great Homes" section of the New York Times, in which the Project is again identified to be a joint development between "The Trump Organization and Irongate Development." A copy of this document is attached hereto as **Exhibit 60-L**. (Hereinafter, this document will be referred to as "Great Homes Article 1/19/07").
- 13. By written representations contained within a Trump Ocean Resort Baja "Frequently Asked Questions" ("FAQ") Information Sheet distributed on behalf of the **Developer Defendants** which states: "Tell me more about the **Developers**, the Trump Organization and Irongate?" wherein the developers are specifically identified as "The Trump Organization and Irongate." A copy of this document is

attached hereto as **Exhibit 60-M**. (Hereinafter, this document will be referred to as "Developer Information Sheet").

- **14.** A promotional sheet entitled "Donald J. Trump and Irongate announced plans for Trump Ocean Resort Baja Mexico," attached hereto as **Exhibit 60-N**, which document was also produced in this litigation by the **TRUMP Defendants** and Bates stamped Trump_OB 000705. (Hereinafter, this document will be referred to as "Trump-Irongate Promo Sheet").
- **15.** A document entitled "HUD PROPERTY REPORT FREQUENTLY ASKED QUESTIONS" distributed on behalf of the **Developer Defendants** which document, in purporting to discuss the Developers' reasons for obtaining a HUD Property Report, states:
 - "Q.: Why did "Trump and Irongate" decide to spend the time, energy and expense to get a HUD Property Report when it is not commonly done by other developers in Mexico?
 - A.: Making this commitment is consistent with our desire to follow the regulations and procedures that would be required for developing in the U.S."
- (Hereinafter, this document will be referred to as the "HUD FAQ", and is attached hereto as Exhibit 117).
- **16.** By being directed and referred to the Donald J. Trump / Trump Organization website www.trump.com which website, at the time, listed the "Trump Ocean Resort Baja" as one of "Trump's" properties under the "Real Estate Portfolio" section of the website as part of the "Trump Portfolio" of properties along with the

Trump Waikiki property. (Hereinafter, this portion of the Trump website shall be referred to as the "Trump Portfolio").

17. By being directed and referred to the Donald J. Trump / Trump Organization website www.trump.com which website, at the time, listed the Trump Waikiki property was also represented to be a joint development between "Donald Trump and the Trump Organization, and Irongate," including Defendants, Adam Fisher and Jason Grosfeld. (Hereinafter, this portion of the Trump website shall be referred to as the "Trump-Irongate Joint Development").

18. In a Biography piece appearing on The Trump Organization website, wherein Donald J. Trump, Chairman and President, of The Trump Organization represents that The Trump Organization has 33 real estate projects in *development* around the globe, including the Waikiki site and the Punta Bandera site, (the "Project" from which this matter arises). A copy of this biography piece which had been revised as of February, 2008, which document is attached hereto as Exhibit 65. (Hereinafter, this portion of the Trump website shall be referred to as the "Trump Biography").

380. These representations as contained in the aforementioned iterations of media as set forth and containing the "approved" quotes and information from the Press Releases as set forth hereinabove were made to the following Plaintiffs on or about the following dates, and by the following means:

Plaintiff	Representations Made On or About / In or About	By Whom, and in What Manner
Claudia Abuin	December 11, 2006	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On

1 2			Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography, Trump-Irongate Joint Development
3		N. 10 2007	1
4 5		May 18, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development
6		June, 2007	Developer Information Sheet
7		August, 2007	HUD FAQ
	Dhillin Ahn		
8 9	Phillip Ahn	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography, Trump-Irongate Joint Development
10		Mid-November,	News Release 11/10/06, Baja Times
11		2006	Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06,
12			Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
13		December 11, 2006	Lyman 12/11/06
14		May 18, 2007	Trump Video, Great Homes Article
15 16		•	1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint Development
17		1 2007	•
18		June, 2007	Developer Information Sheet
19		August, 2007	HUD FAQ
	Bruce Albert	May, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
20			Union Tribune Article 10/22/06, Hotel On
21			Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Lyman
22			12/11/06, Lyman April XX, 2007, Trump Baja 4/25/07 Press Release, Trump
23			Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump-
24			Irongate Joint Development
2526		May 18, 2007	Trump Video, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release
27		June, 2007	Developer Information Sheet
		,	
28			171

1 2 3 4 5 6	Eduardo J. Almeida	May 18, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Video, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography,
7	Anisha Antony	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
8		October, 2006	S.D. Union Tribune Article 10/22/06,
9			Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
11		Nov. 10, 2006	News Release 11/10/06
12		May 18, 2007	Trump Video, Great Homes Article
13			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump Irongato Joint
14			Portfolio, Trump-Irongate Joint Development
15		June, 2007	Developer Information Sheet
16		August, 2007	HUD FAQ
17	Rahul Singh	August, 2007 September 20, 2006	HUD FAQ by receipt of Lyman 9/20/06, Trump Biography
17 18	Rahul Singh		by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune
17	Rahul Singh	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
17 18 19	Rahul Singh	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography News Release 11/10/06 May 18, 2007,
17 18 19 20	Rahul Singh	September 20, 2006 October, 2006 November, 2006	by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography News Release 11/10/06 May 18, 2007, Trump-Irongate Joint Development
17 18 19 20 21	Rahul Singh	September 20, 2006 October, 2006	by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography News Release 11/10/06 May 18, 2007, Trump-Irongate Joint Development Trump Video, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
17 18 19 20 21 22 23 24	Rahul Singh	September 20, 2006 October, 2006 November, 2006	by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography News Release 11/10/06 May 18, 2007, Trump-Irongate Joint Development Trump Video, Great Homes Article
17 18 19 20 21 22 23 24 25	Rahul Singh	September 20, 2006 October, 2006 November, 2006	by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography News Release 11/10/06 May 18, 2007, Trump-Irongate Joint Development Trump Video, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint
17 18 19 20 21 22 23 24 25 26	Rahul Singh	September 20, 2006 October, 2006 November, 2006 May, 2007	by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography News Release 11/10/06 May 18, 2007, Trump-Irongate Joint Development Trump Video, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint Development
17 18 19 20 21 22 23 24 25	Rahul Singh	September 20, 2006 October, 2006 November, 2006 May, 2007 June, 2007	by receipt of Lyman 9/20/06, Trump Biography Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography News Release 11/10/06 May 18, 2007, Trump-Irongate Joint Development Trump Video, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint Development Developer Information Sheet

1 2 3 4 5	Kirupairaj Asirvatham	April 25, 2007	Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6		May, 2007	Trump Video
7		June, 2007	Developer Information Sheet
8	Jenny Shen	April 25, 2007	by receipt of Developer Information Sheet,
9 10			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07,
11			Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
12			Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
13 14	David Atherton	October 22, 2006	by receipt of Lyman 9/20/06, Trump Biography
14			
15 16		October, 2006	Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint
17			Development
18		November, 2006	News Release 11/10/06
19		May, 2007	Trump Video, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
20			Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint
21			Development
22		June, 2007	Developer Information Sheet
23		August, 2007	HUD FAQ
24			
25			
26			
27			
28			
20			173

Lyman	ipt of Developer Information Sheet, 9/20/06, Baja Times Article, S.D. Tribune Article 10/22/06, Hotel On
	Tribline Article 10/7/706 Hotel On
Line Ro	eport 10/4/06, Great Homes Article 7, Trump-Irongate Promo Sheet,
Trump	Baja 4/25/07 Press Release, Lyman 6, News Release 11/10/06; Trump
Video, 5 Trump-	HUD FAQ, Trump Portfolio, -Irongate Joint Development, Biography
6 Chung Hee Bae Sept October, 2007 by rece	ipt of Developer Information Sheet,
7 Lyman	9/20/06, News Release 11/10/06, imes Article, S.D. Union Tribune
8 Article 10/4/06	10/22/06, Hotel On Line Report 5, Great Homes Article 1/19/07, Irongate Promo Sheet, Trump Baja
4/25/07 10 Trump	7 Press Release, Lyman 10/4/06; Video, HUD FAQ, Trump
	io, Trump-Irongate Joint pment, Trump Biography
Rakesh Bajaria September 20, 2006 by rece Biograp	ipt of Lyman 9/20/06, Trump phy
	imes Article, S.D. Union Tribune
10/4/06	10/22/06, Hotel On Line Report 5, Trump-Irongate Promo Sheet, 10/4/06, Trump-Irongate Joint
16	Release 11/10/06
Mid-November, News F 2006	Celease 11/10/00
1/19/07	Video, Great Homes Article 7. Trump-Irongate Promo Sheet,
Trump Portfoli 20 Develo	Baja 4/25/07 Press Release, Trumpio, Trump-Irongate Joint pment
	per Information Sheet
August, 2007 HUD F	TAQ
	ipt of Lyman 9/20/06, Trump
24	imes Article, S.D. Union Tribune
Article 10/4/06	10/22/06, Hotel On Line Report 5, Trump-Irongate Promo Sheet, 10/4/06, Trump-Irongate Joint
27	Release 11/10/06
28 2006	11,10,00
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1 2		May, 2007	Trump Video, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Trump
3			Portfolio, Trump-Irongate Joint Development
4		June, 2007	Developer Information Sheet
5		August, 2007	HUD FAQ
6	Himmat Thummar	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
7		Mid-October, 2006	Baja Times Article, S.D. Union Tribune
8 9			Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
10		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development
11		May, 2007	Trump Video, Trump Baja 4/25/07 Press
12 13			Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
14		June, 2007	Developer Information Sheet
15		August, 2007	HUD FAQ
16 17	Carlos Bardmess	October 7, 2006	by receipt of Lyman 9/20/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography
18		Late October, 2006	S.D. Union Tribune Article 10/22/06,
19			Trump-Irongate Joint Development
20		Nov. 10, 2006	News Release 11/10/06, Baja Times Article
21		December 11, 2006	Lyman 12/11/06
22		May, 2007	Trump Video, Great Homes Article
2324		• ,	1/19/07, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		June, 2007	Developer Information Sheet
26		August, 2007	HUD FAQ
27			
28			

1 2	Sandra Bardmess	October 7, 2006	by receipt of Lyman 9/20/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography
3 4		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
5		Nov. 10, 2006	News Release 11/10/06, Baja Times Article
6		December 11, 2006	Lyman 12/11/06
7		May, 2007	Trump Video, Great Homes Article
8		1.140, 2007	1/19/07, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
10		June, 2007	Developer Information Sheet
11		August, 2007	HUD FAQ
12	Andrew Bryant	October 5, 2006	by receipt of Lyman 9/20/06, Hotel On
13	7 marew Bryant	October 5, 2000	Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography
14		L-4- O-4-1 2006	
15		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
16		Mid-November, 2006	News Release 11/10/06
17 18		May, 2007	Trump Video, Great Homes Article 1/19/07, Trump Baja 4/25/07 Press
19			Release, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
20		June, 2007	Developer Information Sheet
21		August, 2007	HUD FAQ
22	Andrea Bryant	October 5, 2006	by receipt of Lyman 9/20/06, Hotel On
23			Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump
24			Biography, Trump-Irongate Joint Development
25		Late October, 2006	S.D. Union Tribune Article 10/22/06
26		M: 1 NI 1	Name Delana 11/10/07
27		Mid-November, 2006	News Release 11/10/06
28			176

1 2		May, 2007	Trump Video, Great Homes Article 1/19/07, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
3		June, 2007	Developer Information Sheet
4		August, 2007	HUD FAQ
5	Rich Bartone	September 20, 2006	by receipt of Lyman 9/20/06, Trump
6	Rich Burtone	September 20, 2000	Biography
7 8		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
9		Late October, 2006	S.D. Union Tribune Article 10/22/06
10		Nov. 10, 2006	News Release 11/10/06
11		May, 2007	Trump Video, Great Homes Article
12			1/19/07, Trump Baja 4/25/07 Press Release, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
13		June, 2007	Developer Information Sheet
14		August, 2007	HUD FAQ
15 16	Jamie Besaw	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
17 18		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
19		Late October, 2006	S.D. Union Tribune Article 10/22/06
20		Mid-November,	News Release 11/10/06
21		2006	
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
23			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
24		June, 2007	Developer Information Sheet
25		August, 2007	HUD FAQ
26			
27			
28			177

1 2 3 4 5	Bizness Developers, LLC	February, 2007	receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Lyman 10/4/06, Lyman 12/11/06 by Richard Melton on behalf of Plaintiff entity, Trump Biography, Trump-Irongate Joint Development
6 7		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
8		June, 2007	Developer Information Sheet
9		August, 2007	HUD FAQ
10	Gregory Callegari	November, 2006	by receipt of Lyman 9/20/06, News
11			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Penert 10/4/06, Trump Biography
12			Line Report 10/4/06, Trump Biography, Trump-Irongate Joint Development
13 14		August, 2007	Great Homes Article 1/19/07, Trump- Irongate Promo Sheet, Trump Baja 4/25/07
15			Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump
16			Video, Developer Information Sheet, HÛD FAQ, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
17	Mauricio Caycedo	June, 2007	by receipt of Developer Information Sheet,
18			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
19 20			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja
21			4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007,
22			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump
23			Video
24	Henry Hsu Chai	Late September, 2006	by receipt of Lyman 9/20/06, Trump Biography
25		Early October, 2006	Hotel On Line Report 10/4/06, Trump-
26			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
27		Late October, 2006	Baja Times Article, S.D. Union Tribune Article 10/22/06
28			
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1		Nov. 10, 2006	News Release 11/10/06
2		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
4		June, 2007	Developer Information Sheet
5		August, 2007	HUD FAQ
6	Daniel Cota	September 20, 2006	by receipt of Lyman 9/20/06, Trump
7	Damer Cota	September 20, 2000	Biography
8		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
9		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
11		Mid-November, 2006	News Release 11/10/06
121314		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
15		June, 2007	Developer Information Sheet
16		August, 2007	HUD FAQ
17	Anna Cota	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
18 19		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
20		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
21		Mid-November,	News Release 11/10/06
22		2006	
23		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
24			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		June, 2007	Developer Information Sheet
26		August, 2007	HUD FAQ
27	David Cowgill	Late September,	by receipt of Lyman 9/20/06, Trump
28		2006 FOURTH AN	Biography 179 MENDED COMPLAINT

1		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
2		Late October, 2006	S.D. Union Tribune Article 10/22/06
3 4		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development
5		December 11, 2006	Lyman 12/11/06
6		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
7			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
8		June, 2007	Developer Information Sheet
9		August, 2007	HUD FAQ
10	David Crossley	Late April, 2007	Lyman 9/20/06, News Release 11/10/06,
11			Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
12			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
13 14			Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
15		May, 2007	Trump Video
16		June, 2007	Developer Information Sheet
17	Carol Crossley	Late April, 2007	Lyman 9/20/06, News Release 11/10/06,
18			Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
19			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja
20			4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007,
21			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
22		May, 2007	Trump Video
23		June, 2007	Developer Information Sheet
24			
25			
26			
27			
28			180

1	Robert Culbertson	April 25, 2007	Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
2			Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07,
3			Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
4 5			Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6		May, 2007	Trump Video
7		June, 2007	Developer Information Sheet
8	Sylvia Culbertson	April 25, 2007	by receipt of Developer Information Sheet,
9			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
10			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja
11 12			4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint
13			Development, Trump Biography
14		May, 2007	Trump Video
		June, 2007	Developer Information Sheet
15 16	Sam Dunham	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
17 18		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
19		Late October, 2006	S.D. Union Tribune Article 10/22/06
20		Mid-November, 2006	News Release 11/10/06
21			Truma Vidaa Truma Daia 4/25/07 Draga
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
23		June, 2007	Developer Information Sheet
24			•
25	a	August, 2007	HUD FAQ
26	Cecilia Dunham	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
27			
28			181

1 2		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
3		Late October, 2006	S.D. Union Tribune Article 10/22/06
4		Mid-November, 2006	News Release 11/10/06
5		May, 2007	Trump Video, Trump Baja 4/25/07 Press
6 7		May, 2007	Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
8		June, 2007	Developer Information Sheet
9		August, 2007	HUD FAQ
10	Steven Drake	Late September, 2006	by receipt of Lyman 9/20/06, Trump Biography
11		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
12		Octobel 4, 2000	Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
13		Late October, 2006	S.D. Union Tribune Article 10/22/06
14 15		Mid-November, 2006	News Release 11/10/06
13			
16 17		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
18		June, 2007	Developer Information Sheet
19		August, 2007	HUD FAQ
20	Linda Drake	Late September,	by receipt of Lyman 9/20/06, Trump
21	Emau Brake	2006	Biography
22		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
23			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
24		Late October, 2006	S.D. Union Tribune Article 10/22/06
25		Mid-November, 2006	News Release 11/10/06
26		May, 2007	Trump Video, Trump Baja 4/25/07 Press
27		·· ·	Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint
28			Development, Trump Biography 182

1		June, 2007	Developer Information Sheet
2		August, 2007	HUD FAQ
3	Carol Duncan	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
5		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
6		Late October, 2006	S.D. Union Tribune Article 10/22/06
7 8		Mid-November, 2006	News Release 11/10/06
9 10		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
11		June, 2007	Developer Information Sheet
12		August, 2007	HUD FAQ
13 14	Hans Edwards	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
15		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
16		Late October, 2006	S.D. Union Tribune Article 10/22/06
17 18		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development
19		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
20			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
21		June, 2007	Developer Information Sheet
22		August, 2007	HUD FAQ
2324	Melusina Edwards	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
25 26		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
27		Late October, 2006	S.D. Union Tribune Article 10/22/06
28			
	I		183

1		Mid-November, 2006	News Release 11/10/06
2		May, 2007	Trump Video, Trump Baja 4/25/07 Press
3 4		٠	Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
5		June, 2007	Developer Information Sheet
6		August, 2007	HUD FAQ
7	James P. Egan	Late September, 2006	by receipt of Lyman 9/20/06, Trump Biography
8			
9		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
11		Late October, 2006	S.D. Union Tribune Article 10/22/06
12		Mid-November, 2006	News Release 11/10/06
13		Late April, 2007	Lyman April XX, 2007
14 15		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint
16			Development, Trump Biography
17		June, 2007	Developer Information Sheet
18		August, 2007	HUD FAQ
19	Jeffrey Enslen	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
20 21			Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Lyman
22			April XX, 2007, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet,
23			Lyman 10/4/06, S.D. Union Tribune Article 10/22/06, News Release 11/10/06,
24			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
26		June, 2007	Developer Information Sheet
27	Mark Eshraghi	Late September,	by receipt of Lyman 9/20/06, Trump
28		2006	Biography 184 ENDED COMPLAINT

1 2		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
3		Late October, 2006	S.D. Union Tribune Article 10/22/06
4		Mid-November,	News Release 11/10/06 by receipt of
5		2006	Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
6			Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet,
7			Lyman 10/4/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet,
8			Lyman 10/4/06, S.D. Union Tribune Article 10/22/06, News Release 11/10/06
9		Late April, 2007	Lyman April XX, 2007
10		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
11			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
12		June, 2007	Developer Information Sheet
13		August, 2007	HUD FAQ
14	Vivian Evans	June 1, 2007	by receipt of Lyman 9/20/06, News
15			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
16 17			Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Lyman April XX, 2007, Trump Portfolio, Trump-
18			Irongate Joint Development, Trump Biography
19		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
20		June, 2007	Developer Information Sheet
21		August, 2007	HUD FAQ
22	Geoffrey Folsom	November 15, 2006	by receipt of Lyman 9/20/06, Hotel On
23		1,0,0,0,0,0	Line Report 10/4/06. Trump-Irongate
2425			Promo Sheet, Lyman 10/4/06, S.D. Union Tribune Article 10/22/06, News Release 11/10/06, Trump Biography, Trump- Irongate Joint Development
26		Late April, 2007	Lyman April XX, 2007, Trump Portfolio,
27		* ′	Trump-Irongate Joint Development, Trump Biography
28			
20			185

1		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
2		June, 2007	Developer Information Sheet
3		August, 2007	HUD FAQ
4 5	Jerry Frazee	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography, Trump-Irongate Joint
6			Development
7		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
8			Irongate Promo Sheet, Lyman 10/4/06
9		Late October, 2006	S.D. Union Tribune Article 10/22/06
10		Mid-November, 2006	News Release 11/10/06
11		Late April, 2007	Lyman April XX, 2007, Trump Portfolio,
12			Trump-Irongate Joint Development, Trump Biography
13		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
14		June, 2007	Developer Information Sheet
15		August, 2007	HUD FAQ
16 17	Constance Frazee	Late September, 2006	by receipt of Lyman 9/20/06, Trump Biography, Trump-Irongate Joint Development
18		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
19		,	Irongate Promo Sheet, Lyman 10/4/06
20		Late October, 2006	S.D. Union Tribune Article 10/22/06
21		Mid-November, 2006	News Release 11/10/06
22		Late April, 2007	Lyman April XX, 2007, Trump Portfolio,
23		•	Trump-Irongate Joint Development, Trump Biography
2425		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
26		June, 2007	Developer Information Sheet
27		August, 2007	HUD FAQ
28			400

1 2	Robert H. Frazee	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography, Trump-Irongate Joint Development
3		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
4		Late October, 2006	S.D. Union Tribune Article 10/22/06
5		Mid-November,	News Release 11/10/06
6		2006	
7 8		Late April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
9		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
10		June, 2007	Developer Information Sheet
11		August, 2007	HUD FAQ
12	Mary Ellen Frazee	September 20, 2006	by receipt of Lyman 9/20/06, Trump
13			Biography, Trump-Irongate Joint Development
1415		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
16		Late October, 2006	S.D. Union Tribune Article 10/22/06
17		Mid-November, 2006	News Release 11/10/06
18		Late April, 2007	Lyman April XX, 2007
19		May, 2007	Trump Video, Trump Baja 4/25/07 Press
20			Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint
21			Development, Trump Biography
22		June, 2007	Developer Information Sheet
23		August, 2007	HUD FAQ
24			
25			
26			
27			
28			
20			187

1 2	Brian Gaber	April 25, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
3			Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja
4			4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007,
5			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6		May, 2007	Trump Video
7		June, 2007	Developer Information Sheet
8	Cindy Gaber	April 25, 2007	by receipt of Developer Information Sheet,
9			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
11			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja
12			4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007,
13			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
14		May, 2007	Trump Video
15		June, 2007	Developer Information Sheet
16 17	George T. Ricks (GTR Properties, Inc.)	September 20, 2006	by receipt of Lyman 9/20/06, News Release by George Ricks, Trump Biography
18	,	Late October, 2006	S.D. Union Tribune Article 10/22/06,
19		, , , , , , , , , , , , , , , , , , , ,	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
20		Mid November, 2006	11/10/06, Baja Times Article
21		Late April, 2007	Lyman April XX, 2007
22		May, 2007	
23		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
24			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		June, 2007	Developer Information Sheet
26		August, 2007	HUD FAQ
27			
28			188

1 2	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by receipt by Philip Mosely on behalf of Plaintiff of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union
3			Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Lyman 12/11/06
4			Late April, 2007, Trump Biography, Trump-Irongate Joint Development
5		April, 2007	Lyman April XX, 2007, Trump Portfolio,
6 7			Trump-Irongate Joint Development, Trump Biography
8		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
9		June, 2007	Developer Information Sheet
10		August, 2007	HUD FAQ
11	Peter Haidorfer	March 1, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
12			Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate
13			Promo Sheet, Lyman 10/4/06, Developer Information Sheet, Trump Portfolio,
14			Trump-Irongate Joint Development, Trump Biography
15	Larry Harris	Oct. 6, 2006	by receipt of Lyman 9/20/06, Hotel On
16 17			Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography, Trump-Irongate Joint Development
18		Late October, 2006	S.D. Union Tribune Article 10/22/06
19		Mid-November,	News Release 11/10/06, Baja Times
20		2006	Article
21		April, 2007	Lyman April XX, 2007
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
23			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
24		June, 2007	Developer Information Sheet
25		August, 2007	HUD FAQ
26			
27			
28			180

1 2	Mary Hetz	Late April, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
3			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
4			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
5			Irongate Joint Development, Trump Biography
6 7		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
8		June, 2007	Developer Information Sheet
9	Paula Mello	Late April, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
10			Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
12			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
13			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography
14 15		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
16		June, 2007	Developer Information Sheet
	Alice Beas	Late April, 2007	by receipt of Lyman 9/20/06, News
17 18	Affect Beas	Late April, 2007	Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
19			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
20			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
21			Irongate Joint Development, Trump Biography
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press
23		Way, 2007	Release, Great Homes Article 1/19/07
24		June, 2007	Developer Information Sheet
25			
26			
27			
28			400
			190

1	Hamed Hoshyarsar	June, 2007	by receipt of Lyman 9/20/06, News
2			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Benert 10/4/06, Great Homes Article
3			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
5			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump
6			Biography,
7		July, 2007	Trump Video, Developer Information Sheet, HUD FAQ
8	Payman Hoshyarsar	June of 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
9			Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
10			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
12			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump
13			Biography
14		July, 2007	Trump Video, Developer Information Sheet, HUD FAQ
15	Kenneth Zaccaria	June, 2007	by receipt of Lyman 9/20/06, News
16			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
17			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
18			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
19		1.1.2007	
20		July, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development,
21			Trump Biography, Developer Information Sheet, HUD FAQ, Trump Video
22	Larry Weiss	June, 2007	by receipt of Lyman 9/20/06, News
23			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
24			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
25			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
26			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump
27			Biography, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
28			191

1 2		July, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Developer Information Sheet, HUD FAQ
3	Mark Ippolito	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
4		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
5		October 1, 2000	Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
6		Late October, 2006	S.D. Union Tribune Article 10/22/06
7 8		Mid-November, 2006	News Release 11/10/06
9 10		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
11		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
12		June, 2007	Developer Information Sheet
13		August, 2007	HUD FAQ
14	Donald Isbell	April, 2007	by receipt of Developer Information Sheet,
15 16			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
17			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
18			Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint
19			Development, Trump Biography
20		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
21		June, 2007	Developer Information Sheet
22			
23			
24			
25			
26			
27			
28			
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1 2	Jeffrey Kaiman	August 7, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
			Article 10/22/06, Hotel On Line Report
3 4			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
5			Lyman 12/11/06, Lyman April XX, 2007, Trump Video, Trump Baja 4/25/07 Press
6			Release, Great Homes Article 1/19/07, HUD FAQ, Trump Portfolio, Trump- Irongate Joint Development, Trump
7			Biography
8	Zaheer Kasad	October 6, 2006	by receipt of Lyman 9/20/06, Hotel On Line Report 10/4/06, Trump-Irongate
9			Promo Sheet, Lyman 10/4/06, Trump Biography, Trump-Irongate Joint Development
11		Late October, 2006	S.D. Union Tribune Article 10/22/06
12		Mid-November,	News Release 11/10/06
13		2006	
14		April, 2007	Lyman April XX, 2007
15 16		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
17		June, 2007	Developer Information Sheet
18		August, 2007	HUD FAQ
19	Elan Vasa d	,	
20	Flor Kasad	October 6, 2006	by receipt of Lyman 9/20/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump
21			Biography, Trump-Irongate Joint Development
22		Late October, 2006	S.D. Union Tribune Article 10/22/06
23		Mid-November,	News Release 11/10/06
24		2006	News Release 11/10/00
25		April, 2007	Lyman April XX, 2007
26		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
27			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
28			193

1		June, 2007	Developer Information Sheet
2		August, 2007	HUD FAQ
3	Christopher Kearney	November 20, 2006	by receipt of Lyman 9/20/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, S.D. Union
5			Tribune Article 10/22/06, Trump Biography, Trump-Irongate Joint Development
6 7		Mid-November, 2006	News Release 11/10/06
8		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
10		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
11		June, 2007	Developer Information Sheet
12		August, 2007	HUD FAQ
13	Grace Kearney	November 20, 2006	by receipt of Lyman 9/20/06, Hotel On
141516			Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, S.D. Union Tribune Article 10/22/06, Trump Biography, Trump-Irongate Joint Development
17		Mid-November, 2006	News Release 11/10/06
18		April, 2007	Lyman April XX, 2007
19		May, 2007	Trump Video, Trump Baja 4/25/07 Press
20			Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint
21			Development, Trump Biography
22		June, 2007	Developer Information Sheet
23		August, 2007	HUD FAQ
24			
25			
26			
27			
28			194

1 2 3 4 5	John Kehoe	April 25, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6 7		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
8		June, 2007	Developer Information Sheet
9	Elyse Kehoe	Apr. 25, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06,
10			Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07,
11 12			Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
13			Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
14		May, 2007	Trump Video, Trump Baja 4/25/07 Press
15		•	Release, Great Homes Article 1/19/07
16		June, 2007	Developer Information Sheet
17	Brian Kelley	September, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Pain Times Article S.D. Union Tribuna
18			Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
19 20			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
21			Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump
22			Video
23	Sang Min Kim	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
24		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
25			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
26		Late October, 2006	S.D. Union Tribune Article 10/22/06
27		Mid-November,	News Release 11/10/06
28		2006	195
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1 2		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
3		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
4		June, 2007	Developer Information Sheet
5		August, 2007	HUD FAQ
6	Vin a Dan avin		`
7	King Penguin Properties, LLC	Early December, 2006	to Michael Mikelic, officer of King Penguin Properties by receipt of Lyman 9/20/06, News Release 11/10/06, Baja
8 9			Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman
10			10/4/06, Lyman 12/11/06, Trump Biography, Trump-Irongate Joint Development
11		April 2007	•
12		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
13 14		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
15		June, 2007	Developer Information Sheet
16		August, 2007	HUD FAQ
17 18	Zeny Lamarsh	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography, Trump-Irongate Joint Development
19		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
20		Late October, 2006	S.D. Union Tribune Article 10/22/06
21		Mid-November,	News Release 11/10/06
22		2006	
23		April, 2007	Lyman April XX, 2007
24		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint
25			Development, Trump Biography
26		June, 2007	Developer Information Sheet
27		August, 2007	HUD FAQ
28			196
		FOLIDTH VI	MENDED COMPLAINT

1			
2	Michael Lindsay	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
3		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
5		T + 0 + 1 2006	
6		Late October, 2006	S.D. Union Tribune Article 10/22/06
7		Mid-November, 2006	News Release 11/10/06 April, 2007
8		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
9			Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
11		June, 2007	Developer Information Sheet
12		August, 2007	HUD FAQ
13	Angela (Van De	September 20, 2006	by receipt of Lyman 9/20/06, Trump
14	Velde) Lindsay		Biography
15		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
16		Late October, 2006	S.D. Union Tribune Article 10/22/06
17 18		Mid-November, 2006	News Release 11/10/06
19 20		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
21		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
22		June, 2007	Developer Information Sheet
23		August, 2007	HUD FAQ
24	Igor Lukyan	Mid-October, 2006	by receipt of Lyman 9/20/06, Hotel On
2526		,	Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography, Trump-Irongate Joint
27		Lata October 2006	Development S.D. Union Tribuna Article 10/22/06
28		Late October, 2006	S.D. Union Tribune Article 10/22/06
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1		Mid-November, 2006	News Release 11/10/06
3		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
4		M 2007	
5		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
6		June, 2007	Developer Information Sheet
7		August, 2007	HUD FAQ
8	Christina Manriquez	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
9		October 4, 2006	Hotel On Line Report 10/4/06, Trump- Irongate Promo Sheet, Lyman 10/4/06,
			Trump-Irongate Joint Development
11		Late October, 2006	S.D. Union Tribune Article 10/22/06
12		Mid-November,	News Release 11/10/06
13		2006	
14		April, 2007	Lyman April XX, 2007
15 16		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
17			
18		June, 2007	Developer Information Sheet
19		August, 2007	HUD FAQ
20	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
21		October 4, 2006	Hotel On Line Report 10/4/06, Trump- Irongate Promo Sheet, Lyman 10/4/06,
22			Trump-Irongate Joint Development
23		Late October, 2006	S.D. Union Tribune Article 10/22/06
24		Mid-November, 2006	News Release 11/10/06
25		April, 2007	Lyman April XX, 2007, Trump Portfolio,
26		1 pm, 2007	Trump-Irongate Joint Development, Trump Biography
27		May, 2007	Trump Video, Trump Baja 4/25/07 Press
28		•	Release, Great Homes Article 1/19/07 198 ENDED COMPLAINT
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1		June, 2007	Developer Information Sheet
2		August, 2007	HUD FAQ
3	Margarita Mendoza Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
4		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06,
5 6			Trump-Irongate Joint Development
7		Late October, 2006	S.D. Union Tribune Article 10/22/06
8		Mid-November, 2006	News Release 11/10/06
9		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development,
10			Trump Biography
11		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
12		June, 2007	Developer Information Sheet
13		August, 2007	HUD FAQ
1415	Jose Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
16 17		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
18		Late October, 2006	S.D. Union Tribune Article 10/22/06
19		Mid-November, 2006	News Release 11/10/06
20		April, 2007	Lyman April XX, 2007, Trump Portfolio,
21			Trump-Irongate Joint Development, Trump Biography
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
23		June 2007	,
24		June, 2007	Developer Information Sheet
25		August, 2007	HUD FAQ
26	Leticia Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
27		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
28		FOURTH AM	Irongate Promo Sheet, Lyman 10/4/06 199 ENDED COMPLAINT

1		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
2		Mid-November, 2006	News Release 11/10/06
4 5		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
7		June, 2007	Developer Information Sheet
8		August, 2007	HUD FAQ
9	Jay Mikulski	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
11			Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
12			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
13			XX, 2007, Trump Biography
14 15		May, 2007	Trump Video, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography
16		June, 2007	Developer Information Sheet
17	Darnelia Moller	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
18 19		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
20		Late October, 2006	S.D. Union Tribune Article 10/22/06
21		Mid-November,	News Release 11/10/06
22		2006	
2324		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
26		June, 2007	Developer Information Sheet
27		August, 2007	HUD FAQ
28			200
		FOURTH AN	MENDED COMPLAINT

1	James Morrison	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
3		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
4		Late October, 2006	S.D. Union Tribune Article 10/22/06
5		ŕ	
6		Mid-November, 2006	News Release 11/10/06, Baja Times Article
7 8		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
9		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
10		June, 2007	Developer Information Sheet
11		August, 2007	HUD FAQ
12	Linda Morrison	September 20, 2006	by receipt of Lyman 9/20/06, Trump
13	Zinda ivioirison	September 20, 2000	Biography
14 15		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
		Late October, 2006	S.D. Union Tribune Article 10/22/06
16		ŕ	
17		Mid-November, 2006	News Release 11/10/06, Baja Times Article
18 19		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development,
20			Trump Biography
21		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
22		June, 2007	Developer Information Sheet
23		August, 2007	HUD FAQ
24			
25			
26			
27			
28			201

1	Edouard Mouaikel	September, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06,
2			Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
3			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja
5			4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Trump Video, HUD FAQ, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6		G . 1 2005	
7	Cynthia Mouaikel	September, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
8			Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07,
9			Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
10			Lyman 12/11/06, Lyman April XX, 2007, Trump Video, HUD FAQ, Trump Portfolio, Trump-Irongate Joint
			Development, Trump Biography
12 13	Michael R. Mueller Revocable Trust	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
14		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06,
15			Trump-Irongate Joint Development
16		Late October, 2006	S.D. Union Tribune Article 10/22/06
17		Mid-November, 2006	News Release 11/10/06, Baja Times Article
18		April, 2007	Lyman April XX, 2007, Trump Portfolio,
19			Trump-Irongate Joint Development, Trump Biography
20 21		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
22		June, 2007	Developer Information Sheet
23		August, 2007	HUD FAQ
24	Jennifer A. Mull	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
25		0-4-1 4 2006	
26		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
27		Late October, 2006	S.D. Union Tribune Article 10/22/06
28			202
		FOURTH AM	ENDED COMPLAINT

1		Mid-November, 2006	News Release 11/10/06, Baja Times Article
2		April, 2007	Lyman April XX, 2007
3		May, 2007	Trump Video, Trump Baja 4/25/07 Press
5			Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6		June, 2007	Developer Information Sheet
7		August, 2007	HUD FAQ
8		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
9		Late October, 2006	S.D. Union Tribune Article 10/22/06
10 11		Mid-November, 2006	News Release 11/10/06, Baja Times Article
12	Gary P. Scott	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
13 14		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
15		Late October, 2006	S.D. Union Tribune Article 10/22/06
16 17		Mid-November, 2006	News Release 11/10/06, Baja Times Article
18 19		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
20		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
21		June, 2007	Developer Information Sheet
22		August, 2007	HUD FAQ
23	James Mullany	September 20, 2006	by receipt of Lyman 9/20/06
24		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
2526			Irongate Promo Sheet, Lyman 10/4/06, Trump Biography, Trump-Irongate Joint Development
27		Late October, 2006	S.D. Union Tribune Article 10/22/06
28			203

1		Mid-November, 2006	News Release 11/10/06, Baja Times Article
3		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
4		Max. 2007	
5		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
6		June, 2007	Developer Information Sheet
7		August, 2007	HUD FAQ
8	Terri L. Mullany	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
9		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
11		Late October, 2006	S.D. Union Tribune Article 10/22/06
12		*	
13		Mid-November, 2006	News Release 11/10/06, Baja Times Article
14 15		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
16		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
17		June, 2007	Developer Information Sheet
18		August, 2007	HUD FAQ
19 20	Con Nguyen	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
21		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06,
22			Trump-Irongate Joint Development
23		Late October, 2006	S.D. Union Tribune Article 10/22/06
24		Mid-November, 2006	News Release 11/10/06, Baja Times Article
25		April, 2007	Lyman April XX, 2007, Trump Portfolio,
26		r ,	Trump-Irongate Joint Development, Trump Biography
27		May, 2007	Trump Video, Trump Baja 4/25/07 Press
28		•	Release, Great Homes Article 1/19/07 204 ENDED COMPLAINT
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1		June, 2007	Developer Information Sheet
2		August, 2007	HUD FAQ
3	Linda Nguyen	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
5		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
6		Late October, 2006	S.D. Union Tribune Article 10/22/06
7 8		Mid-November, 2006	News Release 11/10/06, Baja Times Article
9		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
11		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
12		June, 2007	Developer Information Sheet
13		August, 2007	HUD FAQ
14	Daniel D. Nguyen	October, 2006	by receipt of Developer Information Sheet,
15 16			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
17 18			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Lyman 10/4/06, Lyman 12/11/06, Trump Biography, Trump-Irongate Joint
19			Development
20		April, 2007	Lyman April XX, 2007
21		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07, Trump Portfolio, Trump-Irongate Joint
22			Development, Trump Biography
23		June, 2007	Developer Information Sheet
24		August, 2007	HUD FAQ
25			
26			
27			
28			205

1 2 3 4 5	Khanh M. Nguyen	October, 2006	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Lyman 10/4/06, Lyman 12/11/06, Trump Biography, Trump-Irongate Joint Development
6 7		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
8		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
9		June, 2007	Developer Information Sheet
10		August, 2007	HUD FAQ
11	Ibrahim Najm	April 25, 2007	by receipt of Lyman 9/20/06, News
12			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
13 14			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
15 16			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
17		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
18		June, 2007	Developer Information Sheet
19		August, 2007	HUD FAQ
20 21	Deborah Najm	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
22			Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
23			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
24			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		May, 2007	Trump Video
26		June, 2007	Developer Information Sheet
27		August, 2007	HUD FAQ
28			206 ENDED COMPLAINT

1 2 3 4 5	Nizar Najm	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography
6		May, 2007	Trump Video
7		June, 2007	Developer Information Sheet
8		August, 2007	HUD FAQ
9	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig
11			by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06,
12			Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report
13			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
14 15			Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
16		May, 2007	Trump Video
17		June, 2007	Developer Information Sheet
18		August, 2007	HUD FAQ
19	Derek O'Brien	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
20 21		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06,
22		1	Trump-Irongate Joint Development
23		Late October, 2006	S.D. Union Tribune Article 10/22/06
24		Mid-November, 2006	News Release 11/10/06, Baja Times Article
2526		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
27		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
28		FOURTH AM	207 ENDED COMPLAINT

1		June, 2007	Developer Information Sheet
2		August, 2007	HUD FAQ
3	Pamala O'Brien	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
4 5		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
6		Late October, 2006	S.D. Union Tribune Article 10/22/06
7 8		Mid-November, 2006	News Release 11/10/06, Baja Times Article
9 10		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
11		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
12		June, 2007	Developer Information Sheet
13		August, 2007	HUD FAQ
14 15	Genoveva Ochoa- Ortiz	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
16 17		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
18		Late October, 2006	S.D. Union Tribune Article 10/22/06
19		Mid-November, 2006	News Release 11/10/06, Baja Times Article
20		April, 2007	Lyman April XX, 2007, Trump Portfolio,
21			Trump-Irongate Joint Development, Trump Biography
2223		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
24		June, 2007	Developer Information Sheet
25		August, 2007	HUD FAQ
26			
27			
28			
-			208

1	Giuseppe Pannarale	Late May, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
2			Article 10/22/06, Hotel On Line Report
3 4			10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja
5			4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint
6			Development, Trump Biography
7		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
8		June, 2007	Developer Information Sheet
9		August, 2007	HUD FAQ
10	Sophia Pesotchinsky	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
11		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
12		0000001, 2000	Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
13		Late October, 2006	S.D. Union Tribune Article 10/22/06
14 15		Mid-November, 2006	News Release 11/10/06, Baja Times Article
16 17		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
18		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
19		June, 2007	Developer Information Sheet
20		August, 2007	HUD FAQ
21	I D (1: 1	,	`
22	Leon Pesotchinsky	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
23		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06,
24			Trump-Irongate Joint Development
25		Late October, 2006	S.D. Union Tribune Article 10/22/06
26		Mid-November,	News Release 11/10/06, Baja Times
27		2006	Article
28			
20			200

1		April, 2007	Lyman April XX, 2007, Trump Portfolio,
2		•	Trump-Irongate Joint Development, Trump Biography
3		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
4		June, 2007	Developer Information Sheet
5		August, 2007	HUD FAQ
6 7	Thomas Pfleider	Late September, 2006	by receipt of Lyman 9/20/06, Trump Biography
8 9		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
10		Late October, 2006	S.D. Union Tribune Article 10/22/06
11		Mid-November, 2006	News Release 11/10/06, Baja Times Article
12 13		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
14		May, 2007	Trump Video, Trump Baja 4/25/07 Press
15		way, 2007	Release, Great Homes Article 1/19/07
16		June, 2007	Developer Information Sheet
17		August, 2007	HUD FAQ
18	Christina Pfleider	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
19 20		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
21		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
22		Mid-November,	News Release 11/10/06, Baja Times
23		2006	Article
2425		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
26		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
27		June, 2007	Developer Information Sheet
28		,	210
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1		August, 2007	HUD FAQ
2	Ashlyn Pohl	Sept. 25, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06,
3			Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07,
5			Trump-Írongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007,
6			Trump Video, Trump Portfolio, Trump- Irongate Joint Development, Trump
7			Biography
8 9	Andrew Pohl	Sept. 25, 2007	by receipt of Developer Information Sheet, Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
10			Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07,
11			Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman 10/4/06,
12			Lyman 12/11/06, Lyman April XX, 2007, Trump Video, Trump Portfolio, Trump-
13			Irongate Joint Development, Trump Biography
14	Manuel A. Ramos	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
15		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
16			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
17		Late October, 2006	S.D. Union Tribune Article 10/22/06
18 19		Mid-November, 2006	News Release 11/10/06, Baja Times Article
20		April, 2007	Lyman April XX, 2007, Trump Portfolio,
21			Trump-Irongate Joint Development, Trump Biography
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
23		June, 2007	Developer Information Sheet
24		August, 2007	HUD FAQ
25	Maria E. Ramos	September 20, 2006	by receipt of Lyman 9/20/06, Trump
26			Biography
27		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
28			211

1		Late October, 2006	S.D. Union Tribune Article 10/22/06
2		Mid-November, 2006	News Release 11/10/06, Baja Times Article
3 4		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
5		May, 2007	Trump Video, Trump Baja 4/25/07 Press
6		11149, 2007	Release, Great Homes Article 1/19/07
7		June, 2007	Developer Information Sheet
8		August, 2007	HUD FAQ
9 10	Farida Razaqi	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
11			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
12			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
13			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography
14		May, 2007	Trump Video
15		June, 2007	Developer Information Sheet
16	Mohammed Razaqi	April 25, 2007	by receipt of Lyman 9/20/06, News
17 18			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
19			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
20			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
21			Irongate Joint Development, Trump Biography
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
23		June, 2007	Developer Information Sheet
24		August, 2007	HUD FAQ
25	Real Development,	September 20, 2006	to Robert Edelman for Real Development
26	LLC	-	LLC by receipt of Lyman 9/20/06, Trump Biography
27			- ^ -
28			212

1 2		October 4, 2006	to Robert Edelman for Real Development LLC by receipt of Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint
3			Development Development
4 5		Late October, 2006	to Robert Edelman for Real Development LLC by receipt of S.D. Union Tribune Article 10/22/06
6		Mid-November,	to Robert Edelman for Real Development
7		2006	LLC by receipt of News Release 11/10/06, Baja Times Article
8		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
10		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
11		June, 2007	Developer Information Sheet
12		August, 2007	HUD FAQ
13	Russell Reyes	September 20, 2006	by receipt of Lyman 9/20/06
1415	·	October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump Biography, Trump-Irongate Joint
16			Development
17		Late October, 2006	S.D. Union Tribune Article 10/22/06
18		Mid-November, 2006	News Release 11/10/06, Baja Times Article
19 20		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
21		May 2007	
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
23		June, 2007	Developer Information Sheet
24		August, 2007	HUD FAQ
25	Jennifer Reyes	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
26		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
27			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
28			213
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1		Late October, 2006	S.D. Union Tribune Article 10/22/06
2		Mid-November, 2006	News Release 11/10/06, Baja Times Article
3		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
5		May, 2007	Trump Video, Trump Baja 4/25/07 Press
6		May, 2007	Release, Great Homes Article 1/19/07
7		June, 2007	Developer Information Sheet
8		August, 2007	HUD FAQ
9	Hadley McGaughey	September 2006	by receipt of Lyman 9/20/06, Trump Biography
10		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
11			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
12		Late October, 2006	S.D. Union Tribune Article 10/22/06
13 14		Mid-November, 2006	News Release 11/10/06, Baja Times Article
15 16		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
17		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
18		June, 2007	Developer Information Sheet
19		August, 2007	HUD FAQ
20	Dolores Roberts	September 20, 2006	by receipt of Lyman 9/20/06, Trump
21			Biography
22		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06,
23			Trump-Irongate Joint Development
24		Late October, 2006	S.D. Union Tribune Article 10/22/06
25		Mid-November, 2006	News Release 11/10/06, Baja Times Article
26		April, 2007	Lyman April XX, 2007, Trump Portfolio,
27		. /	Trump-Irongate Joint Development, Trump Biography
28			214
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1		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
2		June, 2007	Developer Information Sheet
3		August, 2007	HUD FAQ
4	Raul Robles	September 20, 2006	by receipt of Lyman 9/20/06, Trump
5		•	Biography
6 7		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
		Lata Oatabar 2006	S.D. Union Tribune Article 10/22/06
8		Late October, 2006	
9		Mid-November, 2006	News Release 11/10/06, Baja Times Article
10		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07,
12			Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
13		June, 2007	Developer Information Sheet
14		August, 2007	HUD FAQ
15	Sonia Robles	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
16 17		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
18		Late October, 2006	S.D. Union Tribune Article 10/22/06
19		Mid-November,	News Release 11/10/06, Baja Times
20		2006	Article
21		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development,
22			Trump Biography
23		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
24		June, 2007	Developer Information Sheet
25		August, 2007	HUD FAQ
26			
27			
28			

1 2	Mike Rodriguez	Early October, 2006	by receipt of Lyman 9/20/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump
3			Biography, Trump-Irongate Joint Development
4		Late October, 2006	S.D. Union Tribune Article 10/22/06
5		Mid-November, 2006	News Release 11/10/06, Baja Times Article
6		April, 2007	Lyman April XX, 2007, Trump Portfolio,
7 8			Trump-Irongate Joint Development, Trump Biography
9		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
10		June, 2007	Developer Information Sheet
11		August, 2007	HUD FAQ
12	Eleanor Santos	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
13			Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
14			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
15 16			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump
17			Biography
18		May, 2007	Trump Video
		June, 2007	Developer Information Sheet
19	James Sartain	April 25, 2007	by receipt of Lyman 9/20/06, News
20			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Benert 10/4/06, Great Harmes Article
21			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
22			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
2324			Irongate Joint Development, Trump Biography
25		May, 2007	Trump Video
26		June, 2007	Developer Information Sheet
27			
28			
			216

1	Michael Schieble	April 25, 2007	by receipt of Lyman 9/20/06, News
2	Whenaer Semeore	April 23, 2007	Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
3			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
4			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
5			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography
6		May, 2007	Trump Video
7		June, 2007	Developer Information Sheet
8	Melissa Schieble	April 25, 2007	by receipt of Lyman 9/20/06, News
9		•	Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
11			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
12			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
13			Irongate Joint Development, Trump Biography
14		May, 2007	Trump Video
15		June, 2007	Developer Information Sheet
16	John Schieble	April 25, 2007	by receipt of Lyman 9/20/06, News
17			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
18			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
19			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
20			Irongate Joint Development, Trump Biography
21		May, 2007	Trump Video
22		June, 2007	Developer Information Sheet
23	Eileen Schieble	April 25, 2007	by receipt of Lyman 9/20/06, News
24			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Person 10/4/06, Creek Harres Article
2526			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
27			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
28			Irongate Joint Development, Trump Biography
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1		May, 2007	Trump Video
2		June, 2007	Developer Information Sheet
3	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by receipt of Lyman 9/20/06, Trump Biography
5		October 4, 2006	to Joseph Schmidt on behalf of Trust of
6			Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
7 8		Late October, 2006	to Joseph Schmidt on behalf of Trust of S.D. Union Tribune Article 10/22/06
9 10		Mid-November, 2006	to Joseph Schmidt on behalf of Trust of News Release 11/10/06, Baja Times Article
11		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development,
12			Trump Biography
13		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
14		June, 2007	Developer Information Sheet
15		August, 2007	HUD FAQ
161718	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by receipt of Lyman 9/20/06, Trump Biography
19		October 4, 2006	to Plaintiff on behalf of Monument
20			Partners Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman
21			10/4/06, Trump-Irongate Joint Development
22		Late October, 2006	to Plaintiff on behalf of Monument
23			Partners S.D. Union Tribune Article 10/22/06
24 25		Mid-November, 2006	to Plaintiff on behalf of Monument Partners News Release 11/10/06, Baja Times Article
26		April, 2007	Lyman April XX, 2007, Trump Portfolio,
27		-	Trump-Irongate Joint Development, Trump Biography
28			
20			218

1		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
2		June, 2007	Developer Information Sheet
3		August, 2007	HUD FAQ
4	Alexander Purdie	September 20, 2006	to Plaintiff on behalf of Monument
5 6	(Monument Partners)		Partners by receipt of Lyman 9/20/06, Trump Biography
7		October 4, 2006	to Plaintiff on behalf of Monument Partners of Hotel On Line Report 10/4/06,
8			Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
		Lata Oatabar 2006	to Plaintiff on behalf of Monument
10 11		Late October, 2006	Partners of S.D. Union Tribune Article 10/22/06
12		Mid-November,	to Plaintiff on behalf of Monument
13		2006	Partners of News Release 11/10/06, Baja Times Article
14 15		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
16		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
17		June, 2007	Developer Information Sheet
18		August, 2007	HUD FAQ
19	Edith Purdie	September 20, 2006	to Plaintiff on behalf of Monument
20	(Monument Partners)		Partners by receipt of Lyman 9/20/06, Trump
21	,		Biography
22		October 4, 2006	to Plaintiff on behalf of Monument Partners of Hotel On Line Report 10/4/06,
23			Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
24		Late October, 2006	S.D. Union Tribune Article 10/22/06
25		Mid-November,	News Release 11/10/06, Baja Times
26		2006	Article
27			
28			

1		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development,
2			Trump Biography
3		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
4		June, 2007	Developer Information Sheet
5		August, 2007	HUD FAQ
6 7	Cynthia Shaw	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
8 9		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
10		Late October, 2006	S.D. Union Tribune Article 10/22/06
11		Mid-November, 2006	News Release 11/10/06, Baja Times Article
12		April, 2007	Lyman April XX, 2007, Trump Portfolio,
13			Trump-Irongate Joint Development, Trump Biography
1415		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
16		June, 2007	Developer Information Sheet
17		August, 2007	HUD FAQ
18	David Shaw	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
19 20		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
21		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
22		Mid-November,	News Release 11/10/06, Baja Times
23		2006	Article
2425		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
26		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
27		June, 2007	Developer Information Sheet
28			220
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1		August, 2007	HUD FAQ
2	Kathryn Kampman	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
3		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
5		Late October, 2006	S.D. Union Tribune Article 10/22/06
6		Mid-November,	News Release 11/10/06, Baja Times
7		2006	Article
8 9		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
10		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
11		June, 2007	Developer Information Sheet
12		August, 2007	HUD FAQ
13 14	Patricia Olsen	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
15 16		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
17		Late October, 2006	S.D. Union Tribune Article 10/22/06
18		Mid-November, 2006	News Release 11/10/06, Baja Times Article
19		April, 2007	Lyman April XX, 2007, Trump Portfolio,
20			Trump-Irongate Joint Development, Trump Biography
21		May, 2007	Trump Video, Trump Baja 4/25/07 Press
22			Release, Great Homes Article 1/19/07
23		June, 2007	Developer Information Sheet
24		August, 2007	HUD FAQ
25			
26			
27			
28			221
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1 2	Colin Stewart	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
3			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
4			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
5			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography
6	Nalafain Starrant	A:1 25 2007	
7	Nelofeir Stewart	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
8			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
9			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
11			Irongate Joint Development, Trump Biography
12		May, 2007	Trump Video
13		June, 2007	Developer Information Sheet
14	Evan St.Germain	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
15 16		October 5, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
17		Late October, 2006	S.D. Union Tribune Article 10/22/06
18		Mid-November,	News Release 11/10/06
19		2006	
20		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development,
21			Trump Biography
22		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
23		June, 2007	Developer Information Sheet
24		August, 2007	HUD FAQ
25		1108000, 2007	1102 1114
26			
27			
28			
			222

1	Li Sun	June, 2007	by receipt of Developer Information Sheet,
2			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
3			Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07,
4			Trump-Irongate Promo Sheet,, Lyman 10/4/06, Lyman 12/11/06, Trump Video,
5			Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
6	Jane Jin	June, 2007	by receipt of Developer Information Sheet,
7			Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune
8 9			Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,, Lyman
10			10/4/06, Lyman 12/11/06, Trump Video, Lyman April XX, 2007, Trump Portfolio,
11			Trump-Irongate Joint Development, Trump Biography
12	John Trujillo	Late September,	by receipt of Lyman 9/20/06, Trump
13		2006	Biography, Trump-Irongate Joint Development
14		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
15		Late October, 2006	S.D. Union Tribune Article 10/22/06
16 17		Mid-November, 2006	News Release 11/10/06, Baja Times Article
18 19		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
20		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
21		June, 2007	Developer Information Sheet
22		August, 2007	HUD FAQ
23	Atul Vachhani	Late April, 2007	by receipt of Lyman 9/20/06, News
24		•	Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
25			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
26			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
27			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump
28			Biography 223
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1		May, 2007	Trump Video
2		June, 2007	Developer Information Sheet
3 4	Raju Vachhani	April 25, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
5			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
6 7			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
8		May, 2007	Trump Video
9		June, 2007	Developer Information Sheet
10	Paul Warren	April 25, 2007	by receipt of Lyman 9/20/06, News
11		11pm 20, 2007	Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
12			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
13			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
14 15			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump Biography
16		May, 2007	Trump Video
17		June, 2007	Developer Information Sheet
18	Mickey Weizmann	April 25, 2007	by receipt of Lyman 9/20/06, News
19			Release 11/10/06, Baja Times Article, S.D. Union Tribune Article 10/22/06, Hotel On
20			Line Report 10/4/06, Great Homes Article 1/19/07, Trump-Irongate Promo Sheet,
21			Trump Baja 4/25/07 Press Release, Lyman 10/4/06, Lyman 12/11/06, Lyman April
22			XX, 2007, Trump Portfolio, Trump- Irongate Joint Development, Trump
23		Mar. 2007	Biography
24		May, 2007	Trump Video
25		June, 2007	Developer Information Sheet
26			
27			
28			004
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1	Christine Wiese	Late April, 2007	by receipt of Lyman 9/20/06, News Release 11/10/06, Baja Times Article, S.D.
2			Union Tribune Article 10/22/06, Hotel On Line Report 10/4/06, Great Homes Article
3			1/19/07, Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release, Lyman
4			10/4/06, Lyman 12/11/06, Lyman April XX, 2007, Trump Portfolio, Trump-
5			Irongate Joint Development, Trump Biography
6		May, 2007	Trump Video
7		June, 2007	Developer Information Sheet
8 9	Andre Williams	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
10		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
11			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
12		Late October, 2006	S.D. Union Tribune Article 10/22/06
13		Mid-November, 2006	News Release 11/10/06, Baja Times Article
14 15		April, 2007	Lyman April XX, 2007, Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
16 17		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
18		June, 2007	Developer Information Sheet
19		August, 2007	HUD FAQ
20	Jack Winer	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
21		October 4, 2006	Hotel On Line Report 10/4/06, Trump-
22			Irongate Promo Sheet, Lyman 10/4/06, Trump-Irongate Joint Development
23		Late October, 2006	S.D. Union Tribune Article 10/22/06
2425		Mid-November, 2006	News Release 11/10/06, Baja Times Article
		April, 2007	Lyman April XX, 2007, Trump Portfolio,
26		p, =	Trump-Irongate Joint Development, Trump Biography
27			Trainp Diography
28			225

1		May, 2007	Trump Video, Trump Baja 4/25/07 Press
2			Release, Great Homes Article 1/19/07
3		June, 2007	Developer Information Sheet
4		August, 2007	HUD FAQ
5	Dennis Wong	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
6		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06
7 8		Late October, 2006	S.D. Union Tribune Article 10/22/06, Trump-Irongate Joint Development
9		Mid-November, 2006	News Release 11/10/06, Baja Times Article
10		January 19, 2007	Great Homes Article 1/19/07
11		Late April, 2007	Lyman April XX, 2007, Trump Portfolio,
12		1 /	Trump-Irongate Joint Development, Trump Biography
13 14		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
15		June, 2007	Developer Information Sheet
16		August, 2007	HUD FAQ
17	Alice Lu	September 20, 2006	by receipt of Lyman 9/20/06, Trump Biography
18 19		October 4, 2006	Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06,
20			Trump-Irongate Joint Development
21		Late October, 2006	S.D. Union Tribune Article 10/22/06
22		Mid-November, 2006	News Release 11/10/06, Baja Times Article
23		Late April, 2007	Lyman April XX, 2007, Trump Portfolio,
24			Trump-Irongate Joint Development, Trump Biography
25		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
26		June, 2007	Developer Information Sheet
27		August, 2007	HUD FAQ
28		-	226
		FOURTH AM	ENDED COMPLAINT

1 2 3	Yi Zhang	May, 2007	by receipt of Lyman 9/20/06, Hotel On Line Report 10/4/06, Trump-Irongate Promo Sheet, Lyman 10/4/06, S.D. Union Tribune Article 10/22/06, News Release 11/10/06, Baja Times Article, Trump Portfolio, Trump-Irongate Joint
4		I -4- A	Development, Trump Biography
6		Late April, 2007	Lyman April XX, 2007 Trump-Irongate Promo Sheet, Trump Baja 4/25/07 Press Release Lyman April XX, 2007
7		May, 2007	Trump Video, Trump Baja 4/25/07 Press Release, Great Homes Article 1/19/07
8		June, 2007	Developer Information Sheet
9		August, 2007	HUD FAQ
10			

381. Further, pursuant to the "Authority to Speak" as alleged hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 1 was made, jointly by all **Developer Defendants** and by all **Developer Agent Defendants**, and each of them, by the release of said information within, and as part of the following marketing brochures and promotional materials which were conveyed to the identified Plaintiffs in the following manner:

1. By written representations contained within a suede bound set sales brochure designated as the "Baja Beauty Book," which document also purports to represent the "Resort Team" at page 27 thereof, identifying "Donald J. Trump" as the "preeminent developer" of real estate and Irongate as "an integrated real estate developer" for the Project. A copy of this document is attached hereto as **Exhibit** 34 and contains the "Baja Beauty Book" and what was referred to as the Workbook. This document, in turn, directs its readers to www.trump.com and www.trump.com and

- 2. By written representations contained within a sales brochure designated as the "Lobby Tower Preview Brochure" which document also purports to represent the "Resort Team" at page11 thereof, identifying "Donald J. Trump" as the "preeminent developer" of real estate and "Irongate" as "an integrated real estate developer" for the Project. A copy of this document is attached hereto as **Exhibit** 61. (Hereinafter, this document will be referred to as "Lobby Tower Preview Brochure"). This document, in turn, directs its readers to www.TRUMP.com and www.TRUMP.com and www.irongatedev.com, both of which websites further identified the developers of the Project as "Trump and Irongate".
- 3. By written representations contained within the "Spa Tower Preview Brochure" which document also purports to represent the "Resort Team" at page10 thereof, identifying "Donald J. Trump" as the "pre-eminent developer" of real estate, and "Irongate" as "an integrated real estate developer" for the Project. A copy of this document is attached hereto as **Exhibit 62**. (Hereinafter, this document will be referred to as "Spa Tower Preview Brochure"). This document, in turn, directs its readers to www.TRUMP.com and www.irongatedev.com, both of which websites further identified the developers of the Project as "Trump and Irongate".
- **4.** By written representations contained within the bound sales brochure booklets which document also purports to represent the "Resort Team," identifying "Donald J. Trump" as the "pre-eminent developer" of real estate and "Irongate" as "an integrated real estate developer" for the Project. A copy of this document is attached hereto as **Exhibit 63**. (Hereinafter, this document will be referred to as the "Suede Bound Sales Brochure"). This document, in turn, directs its readers to www.TRUMP.com and www.irongatedev.com, both of which websites further identified the developers of the Project as "Trump and Irongate."

5. By written representations contained both on the cover of, and within the May, 2007 issue of Campestre Magazine, which announce in Spanish that "Irongate" and "Donald Trump" are developing the Trump Ocean Resort Baja Mexico hotel condominium in Punta Bandera. A copy of the cover and relevant portions of this magazine are attached hereto as **Exhibit 35**. (Hereinafter, this document will be referred to as "Campestre Magazine").

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382. These representations as contained in the aforementioned media sales and marketing materials as set forth hereinabove were made to the following Plaintiffs on or about the following dates, and by the following means:

11 **Plaintiff** Representations By Whom, and in What Manner Made On or About / 12 In or About 13 Claudia Abuin December 11, 2006 by receipt of Suede Bound Sales Brochure, Lobby Tower Preview 14 Brochure 15 Phillip Ahn Mid-November, 2006 by receipt of Suede Bound Sales Brochure, Lobby Tower Preview 16 Brochure 17 Bruce Albert May, 2007 by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, 18 Baja Beauty Book 19 Eduardo J. Almeida Early June, 2007 by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, 20 Baja Beauty Book, 21 Mid-May, 2007 Campestre Magazine 22 by receipt of Suede Bound Sales Anisha Antony November, 2006 Brochure, Lobby Tower Preview 23 Brochure 24 Rahul Singh November, 2006 by receipt of Suede Bound Sales Brochure, Lobby Tower Preview 25 Brochure 26 Kirupairai Late May, Early June, by receipt of Suede Bound Sales 2007 Asirvatham Brochure, Spa Tower Preview Brochure, 27 Baja Beauty Book

1 2	Jenny Shen	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
3	David Atherton	Mid to Late	by receipt of Suede Bound Sales
4		November, 2006	Brochure, Lobby Tower Preview Brochure
5 6	Moo Han Bae	Late September, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
	Chung Has Das	Lata Santamban 2007	,
7 8	Chung Hee Bae	Late September, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
9	Rakesh Bajaria	November, 2006	by receipt of Suede Bound Sales
10			Brochure, Lobby Tower Preview Brochure
11	Himat Desai	November, 2006	by receipt of Suede Bound Sales
12			Brochure, Lobby Tower Preview Brochure
13	Himmat Thummar	November, 2006	by receipt of Suede Bound Sales
14			Brochure, Lobby Tower Preview Brochure
15	Carlos Bardmess	Mid-November, 2006	by receipt of Suede Bound Sales
16			Brochure, Lobby Tower Preview Brochure
17	Sandra Bardmess	Mid-November, 2006	by receipt of Suede Bound Sales
18			Brochure, Lobby Tower Preview Brochure
19	Andrew Bryant	Mid to Late	by receipt of Suede Bound Sales
20		November, 2006	Brochure, Lobby Tower Preview Brochure
21	Andrea Bryant	Mid to Late	by receipt of Suede Bound Sales
22		November, 2006	Brochure, Lobby Tower Preview Brochure
23	Rich Bartone	November, 2006	by receipt of Suede Bound Sales
24			Brochure, Lobby Tower Preview Brochure
25	Jamie Besaw	November, 2006	by receipt of Suede Bound Sales
26			Brochure, Lobby Tower Preview Brochure
27	Bizness Developers,	February 2007	by receipt of Suede Bound Sales
28	LLC		Brochure, Lobby Tower Preview Brochure by Richard Melton
			230 IDED COMPLAINT
	I	1 OURTH AMER	DED COMI D'MIN

1 2	Gregory Callegari	November 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
3	Mauricio Caycedo	Early to Mid-June 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book, Campestre Magazine
5 6	Henry Hsu Chai	October / November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
7 8	Daniel Cota	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
	Anna Cota	November, 2006	by receipt of Suede Dound Sales
9	Allila Cota	November, 2000	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
11	David Cowgill	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
12			Brochure
13 14	David Crossley	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
		2007	•
15 16	Carol Crossley	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
17	Robert Culbertson	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
18			Baja Beauty Book
19 20	Sylvia Culbertson	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
21	Sam Dunham	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
22			Brochure
23	Cecilia Dunham	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
24			Brochure
25	Steven Drake	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
26			
2728	Linda Drake	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
20			231
		FOURTH AMEN	IDED COMPLAINT

1	Carol Duncan	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
2			Brochure
3	Hans Edwards	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5	Melusina Edwards	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
6			Brochure
7 8	James P. Egan	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
9	Jeffrey Enslen	May, 2007	by receipt of Suede Bound Sales
10		•	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
11	Mark Eshraghi	Mid to Late	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
12		November, 2006	Brochure
13 14	Vivian Evans	June 1, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
15	Geoffrey Folsom	Mid to Late	by receipt of Suede Bound Sales
16	Geomey Folsom	November, 2006	Brochure, Lobby Tower Preview Brochure,
17		Mar. 1, 2007	by receipt of Suede Bound Sales Brochure, by receipt of Spa Tower
18			Preview Brochure
19 20	Jerry Frazee	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
21	Constance Frazee	November, 2006	by receipt of Suede Bound Sales
22			Brochure, Lobby Tower Preview Brochure
23	Robert H. Frazee	November, 2006	by receipt of Suede Bound Sales
24			Brochure, Lobby Tower Preview Brochure
25	Mary Ellen Frazee	November, 2006	by receipt of Suede Bound Sales
26			Brochure, Lobby Tower Preview Brochure
27	Brian Gaber	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
28			Baja Beauty Book
	I	FOURTH AMEN	NDED COMPLAINT

1	Cindy Gaber	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
2			Baja Beauty Book
3 4	George T. Ricks (GTR Properties, Inc.)	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure by George T. Ricks
5	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
6			Brochure by Philip Mosely
7 8	Peter Haidorfer	Early March, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
		NC 1 NC 1 2006	, ,
9	Larry Harris	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
11	Mary Hetz	May, 2007	by receipt of Suede Bound Sales
12			Brochure, Spa Tower Preview Brochure, Baja Beauty Book
13 14	Paula Mello	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
15	Alice Beas	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
16	** 1** 1	F 1 1 2005	3
17 18	Hamed Hoshyarsar	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
19	Payman Hoshyarsar	Early June, 2007	by receipt of Suede Bound Sales
20		·	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
21	Kenneth Zaccaria	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
22			Baja Beauty Book
23	Larry Weiss	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
24			3
2526	Mark Ippolito	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
	Donald Isbell	May, 2007	by receipt of Suede Bound Sales
2728	Domina 150011	11149, 2007	Brochure, Spa Tower Preview Brochure, Baja Beauty Book, Campestre Magazine
			233 IDED COMPLAINT
ı	1	I GONTIT AWEN	ADED OOMI EAHAT

1	Jeffrey Kaiman	August, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
2			Baja Beauty Book
3	Zaheer Kasad	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5	Flor Kasad	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
6			Brochure
7 8	Christopher Kearney	November 20, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
0	Grace Kearney	November 20, 2006	by receipt of Suede Bound Sales
9	Grace Reariney	November 20, 2000	Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
11	John Kehoe	May, 2007	by receipt of Suede Bound Sales
12		•	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
13	Elyse Kehoe	May, 2007	by receipt of Suede Bound Sales
14			Brochure, Spa Tower Preview Brochure, Baja Beauty Book
15 16	Brian Kelley	September, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
17 18	Bianka Kelley	September, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
19	Sang Min Kim	November, 2006	by receipt of Suede Bound Sales
20	Sung Willi Killi	Two verifices, 2000	Brochure, Lobby Tower Preview Brochure
21	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by receipt of Suede
22	•		Bound Sales Brochure, Lobby Tower Preview Brochure
23	Zeny Lamarsh	December, 2006	by receipt of Suede Bound Sales
24			Brochure, Lobby Tower Preview Brochure
25	Michael Lindsay	November, 2006	by receipt of Suede Bound Sales
26			Brochure, Lobby Tower Preview Brochure
27			
28			234

1	Angela (Van De Velde) Lindsay	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2			
3 4	Igor Lukyan	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5	Christina Manriquez	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
6			Brochure
7 8	MA. Guadalupe Mendoza Mendoza	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
9	Margarita Mendoza	November, 2006	by receipt of Suede Bound Sales
10	Mendoza	,	Brochure, Lobby Tower Preview Brochure
11	Jose Mendoza	November, 2006	by receipt of Suede Bound Sales
12			Brochure, Lobby Tower Preview Brochure
13 14	Leticia Mendoza	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
15	Jay Mikulski	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure
1617	Darnelia Moller	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
18 19	James Morrison	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
20	Linda Morrison	November, 2006	
21	Linda Monison	November, 2000	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
22	Edouard Mouaikel	September, 2007	by receipt of Suede Bound Sales
23		-	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
24	Cynthia Mouaikel	September, 2007	by receipt of Suede Bound Sales
25	·	•	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
26	Michael R. Mueller	November, 2006	to Michael Mueller on behalf of Trust
2728	Revocable Trust		by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
20	_		235
		FOURTH AMEN	NDED COMPLAINT

1 2	Jennifer A. Mull	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
	C D. C	N1 2006	
3 4	Gary P. Scott	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5	James Mullany	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
6			Brochure Brochure
7 8	Terri L. Mullany	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
9	Con Nguyen	November, 2006	by receipt of Suede Bound Sales
10	5 3	,	Brochure, Lobby Tower Preview Brochure
11	Linda Nguyen	November, 2006	by receipt of Suede Bound Sales
12			Brochure, Lobby Tower Preview Brochure
13	Daniel D. Nguyen	October, 2006	by receipt of Suede Bound Sales
14			Brochure, Spa Tower Preview Brochure, Baja Beauty Book, Lobby Tower Preview Brochure
15	Khanh M. Nguyen	October, 2006	by receipt of Suede Bound Sales
16 17		,	Brochure, Spa Tower Preview Brochure, Baja Beauty Book, Lobby Tower Preview Brochure
18	Ibrahim Najm	May, 2007	by receipt of Suede Bound Sales
19			Brochure, Spa Tower Preview Brochure, Baja Beauty Book
20	Deborah Najm	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
21			Baja Beauty Book
22	Nizar Najm	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
23			Baja Beauty Book
24	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig
25			by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
26			Brochure
27	Derek O'Brien	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
28		2	Brochure 236
		FOURTH AMEN	NDED COMPLAINT

1	Pamala O'Brien	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview
2			Brochure
3	Genoveva Ochoa- Ortiz	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5	Giuseppe Pannarale	Late May, Early June,	by receipt of Suede Bound Sales
6		2007	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
7	Sophia Pesotchinsky	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
8			Brochure
9	Leon Pesotchinsky	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
11	Thomas Pfleider	November, 2006	by receipt of Suede Bound Sales
	110111111111111111111111111111111111111	1,0,0,110,01,2000	Brochure, Lobby Tower Preview Brochure
12			Brochure
13	Christina Pfleider	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
14			
15 16	Ashlyn Pohl	Late August - Early September, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
17	Andrew Pohl	Late August - Early	by receipt of Suede Bound Sales
18	22.42.011.2.011	September, 2007	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
19	Manuel A. Ramos	November, 2006	by receipt of Suede Bound Sales
20			Brochure, Lobby Tower Preview Brochure
21	Maria E. Ramos	November, 2006	by receipt of Suede Bound Sales
22			Brochure, Lobby Tower Preview Brochure
	Farida Razaqi	Late May, Early June,	by receipt of Suede Bound Sales
23	randa Kazaqi	2007	Brochure, Spa Tower Preview Brochure,
24			Baja Beauty Book
25	Mohammed Razaqi	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
26			Baja Beauty Book
27	Real Development, LLC	November, 2006	To Robert Edelman by receipt of Suede Bound Sales Brochure, Lobby Tower
28		,	Preview Brochure
			237 IDED COMPLAINT

1 2	Russell Reyes	Mid November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
3	Jennifer Reyes	Mid November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
5	Hadley McGaughey	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
7 8	Dolores Roberts	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
9 10	Raul Robles	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
11 12	Sonia Robles	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
13 14	Mike Rodriguez	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
15 16	Eleanor Santos	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book, Campestre Magazine
17 18	James Sartain	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
19 20	Michael Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
21 22	Melissa Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
23 24	John Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
2526	Eileen Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
27			

1 2	Schmidt Family Trust	November, 2006	to Joseph Schmidt on behalf of Trust by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
3	a a		
4	Charles Scibetti, (Monument	November, 2006	to Plaintiff on behalf of Monument Partners
5	Partners)		by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
6	Alexander Purdie	November, 2006	to Plaintiff on behalf of Monument
7	(Monument Partners)	Trovellioer, 2000	Partners by receipt of Suede Bound Sales
8			Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
9	Edith Purdie	November, 2006	to Plaintiff on behalf of Monument
10	(Monument Partners)	1,0,0,0,0,0	Partners by receipt of Suede Bound Sales
11			Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
12	Cynthia Shaw	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
13	Cynonia Shaw	1,0,0,0,0,0,0	
14	David Shaw	November, 2006	by receipt of Suede Bound Sales
15		,	Brochure, Lobby Tower Preview Brochure
16	Kathryn Kampman	November, 2006	by receipt of Suede Bound Sales
17			Brochure, Lobby Tower Preview Brochure
18	Patricia Olsen	November, 2006	by receipt of Suede Bound Sales
19			Brochure, Lobby Tower Preview Brochure
20	Colin Stewart	June, 2007	by receipt of Suede Bound Sales
21	com sieware	vane, 2007	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
22	Nelofeir Stewart	June, 2007	by receipt of Suede Bound Sales
23		,	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
24	Evan St. Germain	November, 2006	by receipt of Suede Bound Sales
25			Brochure, Lobby Tower Preview Brochure
26	Li Sun	June, 2007	by receipt of Suede Bound Sales
27			Brochure, Spa Tower Preview Brochure, Baja Beauty Book
28			230

1	Jane Jin	June, 2007	by receipt of Suede Bound Sales
2	Jane Jin	June, 2007	Brochure, Spa Tower Preview Brochure, Baja Beauty Book
3	John Trujillo	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5	Atul Vachhani	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
6 7 8	Raju Vachhani	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
9	Paul Warren	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
11 12	Mickey Weizmann	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
13 14	Christine Wiese	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
15 16	Andre Williams	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
17 18	Jack Winer	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
19	Dennis Wong	November, 2006	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
20 21 22	Alice Lu	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
22 23	Yi Zhang	June 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure,
2425			Baja Beauty Book
26	383. Pursuant to the Authority to Speak Allegations set forth hereinabove, which		
27	allegations are incorporated herein, Misrepresentation Set Number 1 was made by the		
28	Developer Defendants in the following manner:		
		2	240

1	c.	That the Project would	be completed within 18 months of the signature	
2	cc	ontract.		
3				
4	d.	That Donald Trump and	d the Trump Organization and Ivanka Trump and	
5	D	onald Trump Jr. were all	actively involved in building the Resort.	
6				
7	e.	That Irongate and Trun	np were developing a world class resort.	
8	(Hereinafter these state	ements shall be referred to	o as the "Grosfeld VIP Event Statements").	
9				
10	3. By vio	deotaped oral statements	made by defendant GROSFELD, recorded on or	
11	about Jui	ne 8, 2007 at the L'Auber	ge Hotel in Del Mar, California, which recording	
12	appears a	as part of Exhibit 52 , ("C	ROSFELD VIP Video").	
13				
14	384. These representations as contained in the aforementioned media sales and			
15	marketing materials as set forth hereinabove were made to the following Plaintiffs on or about			
16	the following dates:			
17				
18	Plaintiff	Representations Made On or About /	By Whom, and in What Manner	
19		In or About		
20	Claudia Abuin	December 11, 2006	by viewing the Irongate website www.irongatedev.com	
21		Early August, 2007	GROSFELD VIP Video	
2223	Phillip Ahn	September 20, 2006	by viewing the Irongate website www.irongatedev.com	
24		Early August, 2007	GROSFELD VIP Video	
25	Bruce Albert	June, 2007	by viewing the Irongate website www.irongatedev.com, Grosfeld VIP	
26			Statements	
27 28	Eduardo J. Almeida	June, 2007	by viewing the Irongate website www.irongatedev.com , Grosfeld VIP Statements	

1	Anisha Antony	October 26, 2006	by viewing the Irongate website www.irongatedev.com
2		Early August, 2007	GROSFELD VIP Video
3 4	Rahul Singh	October 26, 2006	by viewing the Irongate website www.irongatedev.com
5		Early August, 2007	GROSFELD VIP Video
6	Kirupairaj Asirvatham	April 25, 2007	by viewing the Irongate website www.irongatedev.com
7		June 8, 2007	Grosfeld VIP Statements
8	Jenny Shen	April 25, 2007	by viewing the Irongate website www.irongatedev.com
10		June 8, 2007	Grosfeld VIP Statements
11	David Atherton	October 22, 2006	by viewing the Irongate website www.irongatedev.com
12		Early August, 2007	GROSFELD VIP Video
13 14	Moo Han Bae	Late September, 2007	by viewing the Irongate website www.irongatedev.com; GROSFELD VIP
15 16	Chung Hee Bae	Late September, 2007	by viewing the Irongate website www.irongatedev.com, GROSFELD VIP Video
17 18	Rakesh Bajaria	October 26, 2006	by viewing the Irongate website www.irongatedev.com
19		Early August, 2007	GROSFELD VIP Video
20	Himat Desai	October 26, 2006	by viewing the Irongate website www.irongatedev.com
21		Early August, 2007	GROSFELD VIP Video
22	Himmat Thummar	October 26, 2006	by viewing the Irongate website
23		,	www.irongatedev.com
24		Early August, 2007	GROSFELD VIP Video
25	Carlos Bardmess	Mid-November, 2006	by viewing the Irongate website www.irongatedev.com
26		Early August, 2007	GROSFELD VIP Video
2728	Sandra Bardmess	Mid-November, 2006	by viewing the Irongate website www.irongatedev.com
			43 DED COMPLAINT
1	•		

1		Early August, 2007	GROSFELD VIP Video
2	Andrew Bryant	November, 2006	by viewing the Irongate website www.irongatedev.com
3		June 8, 2007	Grosfeld VIP Statements
4		Early August	GROSFELD VIP Video
5 6	Andrea Bryant	November, 2006	by viewing the Irongate website www.irongatedev.com
7		June 8, 2007	Grosfeld VIP Statements
8		Early August	GROSFELD VIP Video
9	Rich Bartone	October 26, 2006	by viewing the Irongate website www.irongatedev.com
10		Early August, 2007	GROSFELD VIP Video
11 12	Jamie Besaw	October 26, 2006	by viewing the Irongate website www.irongatedev.com
13		June 8, 2007	Grosfeld VIP Statements
14		Early August	GROSFELD VIP Video
15	Bizness Developers, LLC	February, 2007	by viewing the Irongate website www.irongatedev.com by Richard Melton
16		Early August, 2007	GROSFELD VIP Video
17 18	Gregory Callegari	Mid-November, 2006	by viewing the Irongate website www.irongatedev.com
19		Early August, 2007	GROSFELD VIP Video
20	Mauricio Caycedo	June 2007	by viewing the Irongate website www.irongatedev.com ; Grosfeld VIP Event
21			Statements
22	Henry Hsu Chai	Late September, Early October, 2006	by viewing the Irongate website www.irongatedev.com
23		Early August, 2007	GROSFELD VIP Video
2425	Daniel Cota	October 26, 2006	by viewing the Irongate website www.irongatedev.com
26		Early August, 2007	GROSFELD VIP Video
27	Anna Cota	October 26, 2006	by viewing the Irongate website www.irongatedev.com
28		2	44

1		Early August, 2007	GROSFELD VIP Video
2	David Cowgill	October 26, 2006	by viewing the Irongate website www.irongatedev.com
3		Early August, 2007	GROSFELD VIP Video
4 5	David Crossley	April 25, 2007	by viewing the Irongate website www.irongatedev.com
6		June 8, 2007	Grosfeld VIP Statements
7	Carol Crossley	April 25, 2007	by viewing the Irongate website www.irongatedev.com
8		June 8, 2007	Grosfeld VIP Statements
9	Robert Culbertson	April 25, 2007	by viewing the Irongate website www.irongatedev.com
11	Sylvia Culbertson	April 25, 2007	by viewing the Irongate website www.irongatedev.com
12 13	Sam Dunham	Late October, 2006	by viewing the Irongate website www.irongatedev.com
14		Early August, 2007	GROSFELD VIP Video
15	Cecilia Dunham	Late October, 2006	by viewing the Irongate website www.irongatedev.com
16		Early August, 2007	GROSFELD VIP Video
17 18	Steven Drake	October 26, 2006	by viewing the Irongate website www.irongatedev.com
19		Early August, 2007	GROSFELD VIP Video
20	Linda Drake	October 26, 2006	by viewing the Irongate website www.irongatedev.com
21		Early August, 2007	GROSFELD VIP Video
22	Carol Duncan	October 26, 2006	by viewing the Irongate website
23		E 1 A 2007	www.irongatedev.com
24		Early August, 2007	GROSFELD VIP Video
2526	Hans Edwards	October 26, 2006	by viewing the Irongate website www.irongatedev.com
		Early August, 2007	GROSFELD VIP Video
2728	Melusina Edwards	October 26, 2006	by viewing the Irongate website www.irongatedev.com
			45 DED COMPLAINT

1	James P. Egan	Late October, 2006	by viewing the Irongate website www.irongatedev.com
2		Early August, 2007	GROSFELD VIP Video
3	Jeffrey Enslen	April 25, 2007	by viewing the Irongate website www.irongatedev.com
5		June 8, 2007	Grosfeld VIP Statements
6	Mark Eshraghi	September - October, 2006	by viewing the Irongate website www.irongatedev.com
7		June 8, 2007	Grosfeld VIP Statements
8		Early August	GROSFELD VIP Video
9	Vivian Evans	June 1, 2007	by viewing the Irongate website www.irongatedev.com
11		June 8, 2007	Grosfeld VIP Statements
12		Early August	GROSFELD VIP Video
13	Geoffrey Folsom	Late September - Early October, 2006	by viewing the Irongate website www.irongatedev.com
14		June 8, 2007	Grosfeld VIP Statements
15		Early August	GROSFELD VIP Video
1617	Jerry Frazee	October 26, 2006	by viewing the Irongate website www.irongatedev.com
18		Early August, 2007	GROSFELD VIP Video
19	Constance Frazee	October 26, 2006	by viewing the Irongate website www.irongatedev.com
20		Early August, 2007	GROSFELD VIP Video
21 22	Robert H. Frazee	October 26, 2006	by viewing the Irongate website www.irongatedev.com
23		Early August, 2007	GROSFELD VIP Video
24	Mary Ellen Frazee	October 26, 2006	by viewing the Irongate website www.irongatedev.com
25		Early August, 2007	GROSFELD VIP Video
26	Brian Gaber	April 25, 2007	by viewing the Irongate website
27			www.irongatedev.com
28			

1	Cindy Gaber	April 25, 2007	by viewing the Irongate website www.irongatedev.com
2	George T. Ricks	October 26, 2006	by viewing the Irongate website
3	(GTR Properties, Inc.)		www.irongatedev.com
4		Early August, 2007	GROSFELD VIP Video
5	Gulf Coast	December 19, 2006	by viewing the Irongate website
6	Investments, Ltd.	,	www.irongatedev.com
7		Early August, 2007	GROSFELD VIP Video
8 9	Peter Haidorfer	Summer of 2006	by viewing the Irongate website www.irongatedev.com
10		Early August, 2007	GROSFELD VIP Video
11	Larry Harris	Mid to Late November, 2006	by viewing the Irongate website www.irongatedev.com
12		Early August, 2007	GROSFELD VIP Video
13	Mary Hetz	April, 2007	by viewing the Irongate website www.irongatedev.com
1415	Paula Mello	April, 2007	by viewing the Irongate website www.irongatedev.com
16	Alice Beas	April, 2007	by viewing the Irongate website www.irongatedev.com
17 18	Hamed Hoshyarsar	July, 2007	by viewing the Irongate website www.irongatedev.com;
19	Payman Hoshyarsar	July, 2007	by viewing the Irongate website www.irongatedev.com ;
2021	Kenneth Zaccaria	July, 2007	by viewing the Irongate website www.irongatedev.com
22	Larry Weiss	July, 2007	by viewing the Irongate website www.irongatedev.com
2324	Mark Ippolito	October 26, 2006	by viewing the Irongate website www.irongatedev.com
25		Early August, 2007	GROSFELD VIP Video
26	Donald Isbell	April, 2007	by viewing the Irongate website www.irongatedev.com
27		June 8, 2007	Grosfeld VIP Statements
28		,	247
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1 2	Jeffrey Kaiman	August 7, 2007	by viewing the Irongate website www.irongatedev.com ; GROSFELD VIP Video
3	Zaheer Kasad	Mid to Late November, 2006	by viewing the Irongate website www.irongatedev.com
4		Early August, 2007	GROSFELD VIP Video
5 6	Flor Kasad	Mid to Late November, 2006	by viewing the Irongate website www.irongatedev.com
7		Early August, 2007	GROSFELD VIP Video
8	Christopher Kearney	November 20, 2006	by viewing the Irongate website www.irongatedev.com
9		Early August, 2007	GROSFELD VIP Video
10 11	Grace Kearney	November 20, 2006	by viewing the Irongate website www.irongatedev.com
12		Early August, 2007	GROSFELD VIP Video
13	John Kehoe	April 25, 2007	by viewing the Irongate website www.irongatedev.com
14 15	Elyse Kehoe	April 25, 2007	by viewing the Irongate website www.irongatedev.com
16 17	Brian Kelley	September, 2007	by viewing the Irongate website www.irongatedev.com, GROSFELD VIP Video
18 19	Bianka Kelley	September, 2007	by viewing the Irongate website www.irongatedev.com GROSFELD VIP Video
20	Sang Min Kim	October 26, 2006	by viewing the Irongate website www.irongatedev.com
21		Early August, 2007	GROSFELD VIP Video
2223	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by viewing the Irongate website
24		Early August 2007	www.irongatedev.com GROSFELD VIP Video
25	Zany I amarch	Early August, 2007	
26	Zeny Lamarsh	November, 2006	by viewing the Irongate website www.irongatedev.com
27		Early August, 2007	GROSFELD VIP Video
28		2	48

1	Michael Lindsay	October 26, 2006	by viewing the Irongate website www.irongatedev.com
2		June 8, 2007	Grosfeld VIP Statements
3		Early August, 2007	GROSFELD VIP Video
5	Angela (Van De Velde) Lindsay	October 26, 2006	by viewing the Irongate website www.irongatedev.com
6		June 8, 2007	Grosfeld VIP Statements
7		Early August, 2007	GROSFELD VIP Video
8	Igor Lukyan	October 15, 2006	by viewing the Irongate website www.irongatedev.com
9		Early August, 2007	GROSFELD VIP Video
1011	Christina Manriquez	October 26, 2006	by viewing the Irongate website www.irongatedev.com
12		Early August, 2007	GROSFELD VIP Video
13	MA. Guadalupe Mendoza Mendoza	October 26, 2006	by viewing the Irongate website www.irongatedev.com
14		Early August, 2007	GROSFELD VIP Video
1516	Margarita Mendoza Mendoza	October 26, 2006	by viewing the Irongate website www.irongatedev.com
17		Early August, 2007	GROSFELD VIP Video
18	Jose Mendoza	October 26, 2006	by viewing the Irongate website www.irongatedev.com
19		Early August, 2007	GROSFELD VIP Video
2021	Leticia Mendoza	October 26, 2006	by viewing the Irongate website www.irongatedev.com
22		Early August, 2007	GROSFELD VIP Video
23	Jay Mikulski	April 25, 2007	by viewing the Irongate website www.irongatedev.com
2425	Darnelia Moller	October 26, 2006	by viewing the Irongate website www.irongatedev.com
26		Early August, 2007	GROSFELD VIP Video
27	James Morrison	October 26, 2006	by viewing the Irongate website www.irongatedev.com
28		2.	49

1		June 8, 2007	Grosfeld VIP Statements
2		Early August, 2007	GROSFELD VIP Video
3	Linda Morrison	October 26, 2006	by viewing the Irongate website www.irongatedev.com
4		June 8, 2007	Grosfeld VIP Statements
5		Early August, 2007	GROSFELD VIP Video
6 7	Edouard Mouaikel	September, 2007	by viewing the Irongate website www.irongatedev.com, GROSFELD Video
9	Cynthia Mouaikel	September, 2007	by viewing the Irongate website <u>www.irongatedev.com</u> GROSFELD V Video
0	Michael R. Mueller Revocable Trust	October 26, 2006	to Michael Mueller on behalf of Trust by viewing the Irongate website www.irongatedev.com
2		Early August, 2007	GROSFELD VIP Video
3 4	Jennifer A. Mull	October 26, 2006	by viewing the Irongate website www.irongatedev.com
5		Early August, 2007	GROSFELD VIP Video
6	Gary P. Scott	October 26, 2006	by viewing the Irongate website www.irongatedev.com
7		Early August, 2007	GROSFELD VIP Video
8	James Mullany	October 26, 2006	by viewing the Irongate website www.irongatedev.com
0		Early August, 2007	GROSFELD VIP Video
1	Terri L. Mullany	October 26, 2006	by viewing the Irongate website www.irongatedev.com
2		Early August, 2007	GROSFELD VIP Video
3 4	Con Nguyen	October 26, 2006	by viewing the Irongate website www.irongatedev.com
5		Early August, 2007	GROSFELD VIP Video
6	Linda Nguyen	October 26, 2006	by viewing the Irongate website www.irongatedev.com
27		Early August, 2007	GROSFELD VIP Video

1	Daniel D. Nguyen	October, 2006	by viewing the Irongate website www.irongatedev.com
2		Early August, 2007	GROSFELD VIP Video
3	Khanh M. Nguyen	October, 2006	by viewing the Irongate website www.irongatedev.com
5		Early August, 2007	GROSFELD VIP Video
6	Ibrahim Najm	April 25, 2007	by viewing the Irongate website www.irongatedev.com
7		June 8, 2007	Grosfeld VIP Statements
8 9	Deborah Najm	April 25, 2007	by viewing the Irongate website www.irongatedev.com
10		June 8, 2007	Grosfeld VIP Statements
11	Nizar Najm	April 25, 2007	by viewing the Irongate website www.irongatedev.com
12		June 8, 2007	Grosfeld VIP Statements
131415	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by viewing the Irongate website www.irongatedev.com GROSFELD VIP Video
16	Derek O'Brien	October 22, 2006	by viewing the Irongate website www.irongatedev.com
17		June 8, 2007	Grosfeld VIP Statements
18		Early August, 2007	GROSFELD VIP Video
19 20	Pamala O'Brien	October 22, 2006	by viewing the Irongate website www.irongatedev.com
21		June 8, 2007	Grosfeld VIP Statements
22		Early August, 2007	GROSFELD VIP Video
23	Genoveva Ochoa- Ortiz	October 26, 2006	by viewing the Irongate website www.irongatedev.com
24		June 8, 2007	Grosfeld VIP Statements
25		Early August, 2007	GROSFELD VIP Video
2627	Giuseppe Pannarale	May, 2007	by viewing the Irongate website www.irongatedev.com
28		June 8, 2007	Grosfeld VIP Statements 251
	-		NDED COMPLAINT

1	Sophia Pesotchinsky	October 26, 2006	by viewing the Irongate website www.irongatedev.com
2		Early August, 2007	GROSFELD VIP Video
3 4	Leon Pesotchinsky	October 26, 2006	by viewing the Irongate website www.irongatedev.com
5		Early August, 2007	GROSFELD VIP Video
6	Thomas Pfleider	Late September, Early October, 2006	by viewing the Irongate website www.irongatedev.com
7		Early August, 2007	GROSFELD VIP Video
8 9	Christina Pfleider	Late September, Early October, 2006	by viewing the Irongate website www.irongatedev.com
10		Early August, 2007	GROSFELD VIP Video
11 12	Ashlyn Pohl	September 25, 2007	by viewing the Irongate website <u>www.irongatedev.com</u> ; Grosfeld VIP Event Statements, GROSFELD VIP Video
13	Andrew Pohl	September 25, 2007	by viewing the Irongate website
14			www.irongatedev.com;, GROSFELD VIP Video
15	Manuel A. Ramos	October 26, 2006	by viewing the Irongate website www.irongatedev.com
16		Early August, 2007	GROSFELD VIP Video
17 18	Maria E. Ramos	October 26, 2006	by viewing the Irongate website www.irongatedev.com
19		Early August, 2007	GROSFELD VIP Video
20	Farida Razaqi	April 25, 2007	by viewing the Irongate website www.irongatedev.com
21 22	Mohammed Razaqi	April 25, 2007	by viewing the Irongate website www.irongatedev.com
23	Real Development, LLC	October 26, 2006	by viewing the Irongate website www.irongatedev.com by Robert Edelman
24		June 8, 2007	Grosfeld VIP Statements
25		Early August, 2007	GROSFELD VIP Video
2627	Russell Reyes	Late October, 2006	by viewing the Irongate website www.irongatedev.com
28		Early August, 2007	GROSFELD VIP Video
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1	Jennifer Reyes	Late October, 2006	by viewing the Irongate website www.irongatedev.com
2		Early August, 2007	GROSFELD VIP Video
3	Hadley McGaughey	September, 2006	by viewing the Irongate website www.irongatedev.com
5		June 8, 2007	Grosfeld VIP Statements
6		Early August, 2007	GROSFELD VIP Video
7	Dolores Roberts	October 26, 2006	by viewing the Irongate website www.irongatedev.com
8		June 8, 2007	Grosfeld VIP Statements
9		Early August, 2007	GROSFELD VIP Video
1011	Raul Robles	October 26, 2006	by viewing the Irongate website www.irongatedev.com
12		Early August, 2007	GROSFELD VIP Video
13	Sonia Robles	October 26, 2006	by viewing the Irongate website www.irongatedev.com
14		Early August, 2007	GROSFELD VIP Video
1516	Mike Rodriguez	October, 2006	by viewing the Irongate website www.irongatedev.com
17		June 8, 2007	Grosfeld VIP Statements
18		Early August, 2007	GROSFELD VIP Video
19	Eleanor Santos	April 25, 2007	by viewing the Irongate website www.irongatedev.com
2021	James Sartain	April 25, 2007	by viewing the Irongate website www.irongatedev.com
22	Michael Schieble	April 25, 2007	by viewing the Irongate website www.irongatedev.com
23		June 8, 2007	Grosfeld VIP Statements
2425	Melissa Schieble	April 25, 2007	by viewing the Irongate website www.irongatedev.com
26		June 8, 2007	Grosfeld VIP Statements
27	John Schieble	April 25, 2007	by viewing the Irongate website www.irongatedev.com
28		2	53

1	Eileen Schieble	April 25, 2007	by viewing the Irongate website www.irongatedev.com
3	Schmidt Family Trust	October 26, 2006	to Joseph Schmidt on behalf of Trust by viewing the Irongate website www.irongatedev.com
4		June 8, 2007	Grosfeld VIP Statements
5		Early August, 2007	GROSFELD VIP Video
6			
7 8	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by viewing the Irongate website www.irongatedev.com
9		Early August, 2007	GROSFELD VIP Video
10 11	Alexander Purdie (Monument Partners)	October 26, 2006	to Plaintiff on behalf of Monument Partners by viewing the Irongate website www.irongatedev.com
12		Early August, 2007	GROSFELD VIP Video
13	Edith Purdie (Monument	October 26, 2006	to Plaintiff on behalf of Monument Partners by viewing the Irongate website
14	Partners)		www.irongatedev.com
15		Early August, 2007	GROSFELD VIP Video
16	Cynthia Shaw	October 26, 2006	by viewing the Irongate website www.irongatedev.com
17		Early August, 2007	GROSFELD VIP Video
18	David Shaw	October 26, 2006	by viewing the Irongate website
19		June 8, 2007	www.irongatedev.com Grosfeld VIP Statements
20		,	
21		Early August, 2007	GROSFELD VIP Video
22	Kathryn Kampman	October 26, 2006	by viewing the Irongate website www.irongatedev.com
23		Early August, 2007	GROSFELD VIP Video
2425	Patricia Olsen	October 26, 2006	by viewing the Irongate website www.irongatedev.com
26		June 8, 2007	Grosfeld VIP Statements
27		Early August, 2007	GROSFELD VIP Video
28			
		2	254

1	Colin Stewart	April 25, 2007	by viewing the Irongate website www.irongatedev.com
3	Nelofeir Stewart	April 25, 2007	by viewing the Irongate website www.irongatedev.com
4	Evan St.Germain	October 26, 2006	by viewing the Irongate website www.irongatedev.com
5		Early August, 2007	GROSFELD VIP Video
6 7	Li Sun	June, 2007	by viewing the Irongate website www.irongatedev.com
8	Jane Jin	June, 2007	by viewing the Irongate website www.irongatedev.com
9	John Trujillo	October 26, 2006	by viewing the Irongate website www.irongatedev.com
11		June 8, 2007	Grosfeld VIP Statements
12		Early August, 2007	GROSFELD VIP Video
13	Atul Vachhani	April, 2007	by viewing the Irongate website www.irongatedev.com
1415	Raju Vachhani	April, 2007	by viewing the Irongate website www.irongatedev.com
16	Paul Warren	April, 2007	by receipt by viewing the Irongate website www.irongatedev.com
17 18	Mickey Weizmann	April, 2007	by viewing the Irongate website www.irongatedev.com
19	Christine Wiese	April, 2007	by viewing the Irongate website www.irongatedev.com
20 21	Andre Williams	October 26, 2006	by viewing the Irongate website www.irongatedev.com
22		Early August, 2007	GROSFELD VIP Video
23	Jack Winer	October 26, 2006	by viewing the Irongate website www.irongatedev.com
24		Early August, 2007	GROSFELD VIP Video
2526	Dennis Wong	October 26, 2006	by viewing the Irongate website www.irongatedev.com
27		Early August, 2007	GROSFELD VIP Video
28		0	F.F.

1	Alice Lu	October 26, 2006	by viewing the Irongate website www.irongatedev.com	
2		Early August, 2007	GROSFELD VIP Video	
3	Yi Zhang	May, 2007	by viewing the Irongate website www.irongatedev.com	
5		June 8, 2007	Grosfeld VIP Statements	
6				
7	385. Pt	ursuant to the Authority to Spe	eak Allegations set forth hereinabove, which	
8	allegations are in	ncorporated herein, Misreprese	entation Set Number 1 was made by the TRUMP	
9	Defendants in the	he following manner:		
10	1.	In the "Trump Video" (Exhib	bit 52) wherein DONALD TRUMP represented	
11	tha	at he was the "Builder" of the	Project, and wherein IVANKA represents that she	
12	(I `	VANKA), her father, DONAI	LD TRUMP, and her brother, TRUMP, JR., along	
13	with the whole strength of the 2		rump Organization were the developers of the	
14	Pr	oject in that they were "develo	oping a world-class resort." Defendants,	
15	DONALD TRUMP, and IVANKA were author		KA were authorized to speak on behalf of both	
16	themselves and, as officers of the remaining TRUMP Defendants , and ha		e remaining TRUMP Defendants, and had the	
17	apparent and actual authority to make these representations on behalf		make these representations on behalf of the	
18	TRUMP Defendants, and each of them. (Hereinafter, this video, and the		of them. (Hereinafter, this video, and the	
19	co	llective statements made there	eon by DONALD TRUMP and IVANKA shall be	
20	ret	ferred to as the "Trump Video"	").	
21				
22	2.	By being directed and referre	ed to the Donald J. Trump / Trump Organization	
23	We	ebsite www.trump.com which	ww.trump.com which website, at the time, listed the "Trump Ocean	
24	Re	esort Baja" as one of "Trump's	s" properties under the "Real Estate Portfolio"	
25	se	ction of the website as part of	the "Trump Portfolio" of properties along with the	
26	Tr	ump Waikiki property. (Herei	inafter, this portion of the Trump website shall be	
27	ret	ferred to as the "Trump Portfo	ilio").	
	Ī			

- **3.** By being directed and referred to the Donald J. Trump / Trump Organization website www.trump.com which website, at the time, listed the Trump Waikiki property was also represented to be a joint development between "Donald Trump and the Trump Organization, and Irongate," including Defendants, Adam Fisher and Jason Grosfeld. (Hereinafter, this portion of the Trump website shall be referred to as the "Trump-Irongate Joint Development").
- **4.** In a Biography piece appearing on **The Trump Organization** website, wherein Donald J. Trump, Chairman and President, of The Trump Organization represents that The Trump Organization has 33 real estate projects in *development* around the globe, including the Waikiki site and the Punta Bandera site, (the "Project" from which this matter arises). A copy of this biography piece which had been revised as of February, 2008, which document is attached hereto as **Exhibit 65**. (Hereinafter, this portion of the Trump website shall be referred to as the "Trump Biography").
- **5.** By oral statements made by defendant **IVANKA** on or about June 8, 2007 at the L'Auberge Hotel in Del Mar, California, wherein **IVANKA** stated that:
 - i. Her Father, Donald J. Trump "was involved as a developer of the property in every detail right down to the "doorknobs;"
 - **ii.** She had personally "stumbled upon the land," and personally selected the site of where the Resort was being built;
 - **iii.** That she was so impressed with the beauty of the site, that she decided to build a resort at the site;
 - iv. That she, her brother, (TRUMP, JR.), and her father, (DONALDTRUMP) were excited to be building and developing the Resort, and stated that her entire family are "developers" and "developing is what we do;" and

v. That she had "purchased" a Unit at the Resort.

(These representations shall be referred to as the "IVANKA VIP Event Statements").

- **6.** By videotaped oral statements made by defendant **IVANKA**, recorded on or about June 8, 2007 at the L'Auberge Hotel in Del Mar, California, which recording appears as part of **Exhibit 52**, (IVANKA VIP Video).
- 7. By oral statements made by defendant Donald Trump, Jr. on or about June 27, 2007 at the Spa Tower Release Event, wherein **TRUMP**, JR. stated that:
 - i. His father, Donald J. Trump "was involved as a developer of the Trump Ocean Resort Baja;
 - ii. That him, his sister, **IVANKA**, and his father were going to be personally in every aspect of the development of the Resort;
 - iii. That he had committed to the purchase of a Unit at the Resort.(These representations shall be referred to as the Donald Trump, Jr. Spa Tower Release Event Statements").
- **8.** By written statements appearing in the Trump Baja News, July 2007, Volume 2, a copy of which is attached hereto as **Exhibit 66**), wherein it states:

"Our new and excited homeowners now are part of an elite group of vacation homeowners who own property *developed* by one of the most respected names in real estate, Donald J. Trump. This included one of the owner's most prominent neighbors, Donald Trump Jr. who flew in from New York to purchase a suite at the event and meet with fellow buyers." (Hereinafter, this document shall be referred to as "TBN Vol. 2").

9. By written statements appearing in the Trump Baja News, September 2007, Volume 3, a copy of which is attached hereto as **Exhibit 67**) wherein it states: "From The Desk of Ivanka Trump. Though it may be true that some of Baja's developments could see a slowdown, these market conditions simply do not apply to Trump Ocean Resort - or any *other* Trump development. Our new and excited homeowners now are part of an elite group of vacation homeowners who own property *developed* by one of the most respected names in real estate, Donald J. Trump." (Hereinafter, this document shall be referred to as "TBN Vol. 3").

386. These representations as contained in the aforementioned promotional sales and marketing materials, videos, DVD's and website pages, as set forth hereinabove, were made to the following Plaintiffs on or about the following dates:

15 16	Plaintiff	Representations Made On or About / In or About	By Whom, and in What Manner
10			
17	Claudia Abuin	December 11, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
18		May, 2007	Trump Portfolio, Trump Video
19		11147, 2007	110111p 1 01110110, 110111p + 1000
		Early August, 2007	IVANKA VIP Video, TBN Vol 2
20	Phillip Ahn	September 20, 2006	by receipt of Trump Portfolio, Trump-Irongate
21	Tillinp Ailli	September 20, 2000	Joint Development, Trump Biography
22		July-August, 2007	Trump Portfolio, Trump Video, IVANKA Video VIP, TBN Vol 2
23	Davis a Alle aut	Mary 2007	hy manist of Tayana Doubfalia Tayana Inga sata
24	Bruce Albert	May, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		June 8, 2007	IVANKA VIP Event Statements, Trump Video
26		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
27			

1 2	Eduardo J. Almeida	May 18, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video, Trump Biography
3		June 8, 2007	IVANKA VIP Event Statements
4		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
5 6	Anisha Antony	Late October, Early November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
7		July-August, 2007	Trump Video, IVANKA VIP Video, Trump Portfolio, TBN Vol. 2
8	Rahul Singh	Late October, Early November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
10		May, 2007	Trump Portfolio, Trump Video
11		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
12	Kirupairaj Asirvatham	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
13		Late May, 2007	Trump Video
14		June 8, 2007	IVANKA VIP Event Statements
15 16		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
17	Jenny Shen	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
18		Late May, 2007	Trump Video
19		June 8, 2007	IVANKA VIP Event Statements
20		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
21 22	David Atherton	November 15, 2006	by receipt of Trump-Irongate Joint Development,
23		Lata May 2007	Trump Videa Trump Portfolio
24		Late May, 2007	Trump Video, Trump Portfolio
25	Maan Han Daa	Early August, 2007	IVANKA VIP Video, TBN Vol. 2
26	Moon Han Bae	Late September, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video, TBN Vol. 2, TBN Vol. 3, IVANKA VIP Video
27			Video
28			260
	.i	EULIDITH VIVE	NIDED COMPLAINT

1 2	Chung Hee Bae	Late September, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video, TBN Vol. 2, TBN Vol. 3, IVANKA VIP Video	
3	Rakesh Bajaria	Mid- November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography	
5		Late May, 2007	Trump Portfolio, Trump Video	
6		Early August, 2007	TBN Vol. 2, IVANKA VIP Video, TBN Vol. 2	
7	Himat Desai	Mid- November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
8		Late May, 2007	Trump Portfolio, Trump Video	
9		Early August, 2007	TBN Vol. 2, IVANKA VIP Video, TBN Vol. 2	
1011	Himmat Thummar	Mid- November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography	
12		Late May, 2007	Trump Portfolio, Trump Video	
13		Early August, 2007	TBN Vol. 2, IVANKA VIP Video, TBN Vol. 2	
14	Carlos Bardmess	Mid-November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
15		Late May, 2007	Trump Portfolio, Trump Video	
16		Early August, 2007	TBN Vol. 2, IVANKA VIP Video, TBN Vol. 2	
17 18	Sandra Bardmess	Mid-November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography	
19		Late May, 2007	Trump Portfolio, Trump Video	
20		Early August, 2007	TBN Vol. 2, IVANKA VIP Video, TBN Vol. 2	
21	Andrew Bryant	Mid to Late November, 2006	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography	
22		May, 2007	Trump Video	
23		June 8, 2007	IVANKA VIP Event Statements	
24		Early August, 2007	TBN Vol. 2, IVANKA VIP Video	
2526	Andrea Bryant	Mid to Late November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography	
27		Late May, 2007	Trump Portfolio, Trump Video	
28		June 8, 2007	IVANKA VIP Event Statements 261	
	FOURTH AMENDED COMPLAINT			

1		Early August, 2007	TBN Vol. 2, IVANKA VIP Video
2	Rich Bartone	Mid-November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
		Late May, 2007	Trump Portfolio, Trump Video
4		Early August, 2007	TBN Vol. 2, IVANKA VIP Video, TBN Vol. 2
5 6	Jamie Besaw	Mid-November, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
7		Late May, 2007	Trump Portfolio, Trump Video
8		June 8, 2007	IVANKA VIP Event Statements
9		Early August, 2007	TBN Vol. 2, IVANKA VIP Video, TBN Vol. 2
10 11	Bizness Developers, LLC	February 2007	by receipt by Richard Melton for Plaintiff of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
12		Late May, 2007	Trump Video
13	Gregory Callegari	Mid-November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
14		Late May, 2007	Trump Portfolio, Trump Video
15		July, 2007	TBN Vol. 2
16		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
17 18	Mauricio Caycedo	June 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video
19 20	Henry Hsu Chai	October, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography, Trump Video
21		Late May, 2007	Trump Portfolio, Trump Video
22		July, 2007	TBN Vol. 2
23		Early August, 2007	IVANKA VIP Video
24	Daniel Cota	Late October, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
25		Late May, 2007	Trump Portfolio, Trump Video
26		July, 2007	TBN Vol. 2
27		Early August, 2007	IVANKA VIP Video
28			262
		FOURTH AME	NDED COMPLAINT

1	Anna Cota	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
2		Late May, 2007	Trump Portfolio, Trump Video
3		July, 2007	TBN Vol. 2
4		Early August, 2007	IVANKA VIP Video
5 6	David Cowgill	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
7		Late May, 2007	Trump Portfolio, Trump Video
8		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
9	David Crossley	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
10		June 8, 2007	IVANKA VIP Event Statements, Trump Video
11		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event
12	~ . ~ .		Statements
13	Carol Crossley	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
14		June 8, 2007	IVANKA VIP Event Statements, Trump Video,
15 16		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
17	Robert Culbertson	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
18		Late May, 2007	Trump Video
19 20		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
21	Sylvia Culbertson	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
22		Late May, 2007	Trump Video
23		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event
24		0 1 0 0 0 0 0	Statements
25	Sam Dunham	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
26		Late May, 2007	Trump Portfolio, Trump Video
27		July, 2007	TBN Vol. 2
28			263
		FOURTH AME	ENDED COMPLAINT

1		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2	Cecilia Dunham	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
4		Late May, 2007	Trump Portfolio, Trump Video
		July, 2007	TBN Vol. 2
5		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
6 7	Steven Drake	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
8		Late May, 2007	Trump Portfolio, Trump Video
9		July, 2007	TBN Vol. 2
10		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
11	Linda Drake	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
12		Late May, 2007	Trump Portfolio, Trump Video
13		July, 2007	TBN Vol. 2
14		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
15 16	Carol Duncan	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
17		Late May, 2007	Trump Portfolio, Trump Video
18		July, 2007	TBN Vol. 2
19		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
20	Hans Edwards	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
21		Late May, 2007	Trump Portfolio, Trump Video
22		July, 2007	TBN Vol. 2
23		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2425	Melusina Edwards	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
26		Late May, 2007	Trump Portfolio, Trump Video
27		July, 2007	TBN Vol. 2
28		Early August, 2007	IVANKA VIP Video 264
		FOURTH AMI	ENDED COMPLAINT

1	James P. Egan	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
2		Late May, 2007	Trump Portfolio, Trump Video
3		July, 2007	TBN Vol. 2
4		Early August, 2007	IVANKA VIP Video
5 6	Jeffrey Enslen	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
7		June 8, 2007	IVANKA VIP Event Statements, Trump Video
8		June 27, 2007	Donald Trump, Jr.; Spa Tower Release Event Statements
9	Mark Eshraghi	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
11		Late May, 2007	Trump Portfolio, Trump Video
12		June 8, 2007	IVANKA VIP Event Statements
13		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
14	Vivian Evans	June 1, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
15		Late May, 2007	Trump Video
16		June 8, 2007	IVANKA VIP Event Statements
17 18		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
19	Geoffrey Folsom	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
20		Late May, 2007	Trump Portfolio, Trump Video
21		June 8, 2007	IVANKA VIP Event Statements
22		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2324	Jerry Frazee	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
25		Late May, 2007	Trump Portfolio, Trump Video
26		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
27	Constance Frazee	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
28		FOURTH AME	265 NDED COMPLAINT

1		Late May, 2007	Trump Portfolio, Trump Video
2		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
3	Robert H. Frazee	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
4		Late May, 2007	Trump Portfolio, Trump Video
5		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
6 7	Mary Ellen Frazee	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
8		Late May, 2007	Trump Portfolio, Trump Video
9		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
10	Brian Gaber	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
11		Late May, 2007	Trump Video
12 13	Cindy Gaber	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
14		Late May, 2007	Trump Video
15	Caaraa T. Diala	October 26, 2006	by account of Tayana Iron acts Isint
16	George T. Ricks (GTR Properties, Inc.)	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
17		Late May, 2007	Trump Portfolio, Trump Video
18		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
19 20	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
21		Late May, 2007	Trump Portfolio, Trump Video
22		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
23	Peter Haidorfer	March 1, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
24		Late May, 2007	Trump Video
2526	Larry Harris	Mid to Late November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
27		Late May, 2007	Trump Portfolio, Trump Video
28		Early August, 2007	IVANKA VIP Video, TBN Vol. 2 266
		FOURTH AME	NDED COMPLAINT

1	Mary Hetz	April, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
2		Late May, 2007	Trump Video
3 4	Paula Mello	April, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
5		Late May, 2007	Trump Video
6	Alice Beas	April, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
7		Late May, 2007	Trump Video
9	Hamed Hoshyarsar	July, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video
10	Payman Hoshyarsar	July, 2007	by receipt of Trump Portfolio, Trump-Irongate
11	1 47 11011 1100117 012001	00-5, 2007	Joint Development, Trump Biography, Trump Video
12	Kenneth Zaccaria	July, 2007	by receipt of Trump Portfolio, Trump-Irongate
13			Joint Development, Trump Biography, Trump Video
14 15	Larry Weiss	July, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video
16 17	Mark Ippolito	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
18		Late May, 2007	Trump Portfolio, Trump Video
19		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
20	Donald Isbell	April, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
21		Late May, 2007	Trump Video
22		• /	•
23		June 8, 2007	IVANKA VIP Event Statements
24		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
25	Jeffrey Kaiman	August 7, 2007	by receipt of Trump Portfolio, Trump-Irongate
26	-	-	Joint Development, Trump Biography, Trump Video, TBN Vol. 2, IVANKA VIP Video
27			
28			267
		FOURTH AME	AIDED COMPLAINT

1 2	Zaheer Kasad	Mid to Late November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
3		Late May, 2007	Trump Portfolio, Trump Video
4		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
5	Flor Kasad	Mid to Late November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
6		Late May, 2007	Trump Portfolio, Trump Video
7		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
8 9	Christopher Kearney	November 20, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
10		Late May, 2007	Trump Portfolio, Trump Video
11		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
12	Grace Kearney	November 20, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
13		Late May, 2007	Trump Portfolio, Trump Video
14		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
15 16	John Kehoe	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
17		Late May, 2007	Trump Video
18	Elyse Kehoe	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
19		Late May, 2007	Trump Video
20 21	Brian Kelley	September, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump
22			Video; TBN Vol. 2; TBN Vol. 3, IVANKA VIP Video
23	Bianka Kelley	September, 2007	by receipt of Trump Portfolio, Trump-Irongate
24			Joint Development, Trump Biography, Trump Video; TBN Vol. 2, TBN Vol. 3, IVANKA VIP Video
25	Sang Min Kim	October 26, 2006	by receipt of Trump-Irongate Joint Development,
26	~ · · · · · · · · · · · · · · · · · · ·	200001 20, 2000	Trump Biography
27		Late May, 2007	Trump Portfolio, Trump Video
28		Early August, 2007	IVANKA VIP Video, TBN Vol. 2 268
		FOURTH AME	ENDED COMPLAINT

1 2	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by receipt of Trump-Irongate Joint Development, Trump Biography
3		Late May, 2007	Trump Portfolio, Trump Video
4		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
5	Zeny Lamarsh	December, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
6		Late May, 2007	Trump Portfolio, Trump Video
7		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
8 9	Michael Lindsay	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
10		Late May, 2007	Trump Portfolio, Trump Video
11		June 8, 2007	IVANKA VIP Event Statements
12		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
13	Angela (Van De Velde) Lindsay	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
14		Late May, 2007	Trump Portfolio, Trump Video
15		June 8, 2007	IVANKA VIP Event Statements
16		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
17 18	Igor Lukyan	November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
19		Late May, 2007	Trump Portfolio, Trump Video
20		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
21	Christina Manriquez	November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
22		Late May, 2007	Trump Portfolio, Trump Video
23		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2425	MA. Guadalupe Mendoza Mendoza	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
26		Late May, 2007	Trump Portfolio, Trump Video
27		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
28			
			269

1	Margarita Mendoza Mendoza	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
2		Late May, 2007	Trump Portfolio, Trump Video
3		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
5	Jose Mendoza	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
6		Late May, 2007	Trump Portfolio, Trump Video
7		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
8	Leticia Mendoza	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
9		Late May, 2007	Trump Portfolio, Trump Video
10		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
11 12	Jay Mikulski	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
13		Late May, 2007	Trump Video
14	Darnelia Moller	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
15		Late May, 2007	Trump Portfolio, Trump Video
16		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
17 18	James Morrison	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
19		Late May, 2007	Trump Portfolio, Trump Video
20		June 8, 2007	IVANKA VIP Event Statements
21		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
22	Linda Morrison	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
23		Late May, 2007	Trump Portfolio, Trump Video
24		June 8, 2007	IVANKA VIP Event Statements
25		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2627	Edouard Mouaikel	September 6, 2007	by receipt of Trump-Irongate Joint Development, Trump Biography, Trump Video
28		Late May, 2007	Trump Portfolio, Trump Video 270
		FOURTH AME	NDED COMPLAINT

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1		Late May, 2007	Trump Portfolio, Trump Video
2		Early August, 2007	IVANKA VIP Video, TBN, Vol. 2
3	Daniel D. Nguyen	Late May, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video
5 6	Khanh M. Nguyen	Late May, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video
7	Ibrahim Najm	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
8		June 8, 2007	IVANKA VIP Event Statements, Trump Video,
9		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
11	Deborah Najm	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
12		June 8, 2007	IVANKA VIP Event Statements, Trump Video
13 14		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
15	Nizar Najm	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
16		June 8, 2007	IVANKA VIP Event Statements, Trump Video
17 18		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
19 20	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
21		Late May, 2007	Trump Video
22		Early August, 2007	IVANKA VIP Video, TBN, Vol. 2
23	Derek O'Brien	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
24		Late May, 2007	Trump Portfolio, Trump Video
25		June 8, 2007	IVANKA VIP Event Statements
26		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2728	Pamala O'Brien	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
		FOURTH AM	272 ENDED COMPLAINT

1		June 8, 2007	IVANKA VIP Event Statements
2		Late May, 2007	Trump Portfolio, Trump Video
3		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
4	Genoveva Ochoa- Ortiz	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
5		Late May, 2007	Trump Portfolio, Trump Video
6		June 8, 2007	IVANKA VIP Event Statements
7		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
9	Giuseppe Pannarale	May, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
10		June 8, 2007	IVANKA VIP Event Statements, Trump Video,
11		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
12 13	Sophia Pesotchinsky	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
14		Late May, 2007	Trump Portfolio, Trump Video
15		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
16 17	Leon Pesotchinsky	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
18		Late May, 2007	Trump Portfolio, Trump Video
19		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
20	Thomas Pfleider	August, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography, Trump Video
21		Late May, 2007	Trump Portfolio, Trump Video
22		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2324	Christina Pfleider	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
25		Late May, 2007	Trump Portfolio, Trump Video
26		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
27		-	
28			
		EQUIPTE AME	273

1 2	Ashlyn Pohl	September, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, TBN Vol. 2, TBN Vol. 3, Trump Video, IVANKA VIP Video	
3	Andrew Pohl	September, 2007	by receipt of Trump Portfolio, Trump-Irongate	
5			Joint Development, Trump Biography, TBN Vol. 2, TBN Vol. 3, Trump Video, IVANKA VIP Video	
6	Manuel A. Ramos	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
7		Late May, 2007	Trump Portfolio, Trump Video	
8		Early August, 2007	IVANKA VIP Video, TBN Vol. 2	
9	Maria E. Ramos	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
11		Late May, 2007	Trump Portfolio, Trump Video	
12		Early August, 2007	IVANKA VIP Video, TBN Vol. 2	
13	Farida Razaqi	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography	
1415		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements	
16		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements	
17 18	Mohammed Razaqi	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,	
19		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements	
2021		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements	
22	Real Development, LLC	November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
23		Late May, 2007	Trump Portfolio, Trump Video	
24		June 8, 2007	IVANKA VIP Event Statements	
25		Early August, 2007	IVANKA VIP Video, TBN Vol. 2	
2627	Russell Reyes	November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
28		Late May, 2007	Trump Portfolio, Trump Video 274	
	FOURTH AMENDED COMPLAINT			

1		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2	Jennifer Reyes	November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
		Late May, 2007	Trump Portfolio, Trump Video
5		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
6	Hadley McGaughey	Late October, Early November, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
7		Late May, 2007	Trump Portfolio, Trump Video
8		June 8, 2007	IVANKA VIP Event Statements
9		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
10	Dolores Roberts	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
11		Late May, 2007	Trump Portfolio, Trump Video
12		June 8, 2007	IVANKA VIP Event Statements
13		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
1415	Raul Robles	October 26, 2006	by receipt of, Trump-Irongate Joint Development, Trump Biography
16		Late May, 2007	Trump Portfolio, Trump Video
17		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
18	Sonia Robles	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
19		Late May, 2007	Trump Portfolio, Trump Video
20		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2122	Mike Rodriguez	Late October, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
23		Late May, 2007	Trump Portfolio, Trump Video
24		June 8, 2007	IVANKA VIP Event Statements
25		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
26	Eleanor Santos	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
27		Late May, 2007	Trump Video
28			275
		FOURTH AME	NDED COMPLAINT

1	James Sartain	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
2		Late May, 2007	Trump Video
3 4	Michael Schieble	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
5		June 8, 2007	IVANKA VIP Event Statements, Trump Video
6		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
7 8	Melissa Schieble	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography,
9		June 8, 2007	IVANKA VIP Event Statements, Trump Video
10		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
11 12	John Schieble	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
13		Late May, 2007	Trump Video
14 15	Eileen Schieble	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
		Late May, 2007	Trump Video
16		Late May, 2007	Trump video
17 18	Schmidt Family Trust	October 26, 2006	to Joseph Schmidt on behalf of Trust by receipt of Trump-Irongate Joint Development, Trump Biography
19		June 8, 2007	IVANKA VIP Event Statements
20		Late May, 2007	Trump Portfolio, Trump Video
21		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
22		July-August, 2007	Trump Video
23	Charles Scibetti,	October 19, 2006	to Plaintiff on behalf of Monument Partners
24	(Monument Partners)		by receipt of Trump-Irongate Joint Development, Trump Biography
25		Late May, 2007	Trump Portfolio, Trump Video
26		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
27			
28			276
	I		

1 2	Alexander Purdie (Monument Partners)	October 26, 2006	to Plaintiff on behalf of Monument Partners by receipt of Trump-Irongate Joint Development, Trump Biography
3		Late May, 2007	Trump Portfolio, Trump Video
4		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
5 6	Edith Purdie (Monument Partners)	October 26, 2006	to Plaintiff on behalf of Monument Partners by receipt of Trump-Irongate Joint Development, Trump Biography
7		Late May, 2007	Trump Portfolio, Trump Video
8		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
9	Cynthia Shaw	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
10		Late May, 2007	Trump Portfolio, Trump Video
11		June 8, 2007	IVANKA VIP Event Statements
12		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
13 14	David Shaw	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
15		Late May, 2007	Trump Portfolio, Trump Video
16		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
17	Kathryn Kampman	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
18		Late May, 2007	Trump Portfolio, Trump Video
19		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
2021	Patricia Olsen	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
22		Late May, 2007	Trump Portfolio, Trump Video
23		June 8, 2007	IVANKA VIP Event Statements
24		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
25	Colin Stewart	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
26		Late May, 2007	Trump Video
2728	Nelofeir Stewart	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography 277
		FOURTH AME	NDED COMPLAINT

1		Late May, 2007	Trump Video
2	Evan St.Germain	October 26, 2006	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
3		Late May, 2007	Trump Portfolio, Trump Video
4		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
5 6	Li Sun	June, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video
7 8	Jane Jin	June, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video
9	John Trujillo	October 26, 2006	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
11		Late May, 2007	Trump Portfolio, Trump Video
12		June 8, 2007	IVANKA VIP Event Statements
13		Early August, 2007	IVANKA VIP Video, TBN Vol. 2
14	Atul Vachhani	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
15		Late May, 2007	Trump Video
1617	Raju Vachhani	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
18		Late May, 2007	Trump Video
19	Paul Warren	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
20		Late May, 2007	Trump Video
2122	Mickey Weizmann	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
23		Late May, 2007	Trump Video
24	Christine Wiese	April 25, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography
25		Late May, 2007	Trump Video
2627	Andre Williams	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography
28		Late May, 2007	Trump Portfolio, Trump Video 278
		FOURTH AME	NDED COMPLAINT

1		Early August, 2007	IVANKA VIP Video, TBN Vol. 2	
2	Jack Winer	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
3		Late May, 2007	Trump Portfolio, Trump Video	
4		Early August, 2007	IVANKA VIP Video, TBN Vol. 2	
5 6	Dennis Wong	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
7		Late May, 2007	Trump Portfolio, Trump Video	
8		Early August, 2007	IVANKA VIP Video, TBN Vol. 2	
9	Alice Lu	October 26, 2006	by receipt of Trump-Irongate Joint Development, Trump Biography	
10		Late May, 2007	Trump Portfolio, Trump Video	
11		Early August, 2007	IVANKA VIP Video, TBN Vol. 2	
12 13	Yi Zhang	June, 2007	by receipt of Trump Portfolio, Trump-Irongate Joint Development, Trump Biography, Trump Video	
14		June 8, 2007	IVANKA VIP Event Statements	
15		*		
16				
17	387. As "Agents" (as defined by the Act) for the Developer Defendants , and pursuant			
18	to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated			
19	herein, in addition to the manner in which said misrepresentations were made to Plaintiffs as set			
20	forth hereinabove, an	d which are incorporated	herein by reference, Misrepresentation Set	
21	Number 1 was made by way of oral statements made by the following persons acting as the			
22	Developer Agents act	ting by and for the S&P I	Defendants to the following Plaintiffs in the	
23	following manner on	or about the dates set for	th as follows:	
24				
25	Plaintiff	Representations Made On or About / In or About / In or About	By Whom, and in What Manner	
26	Claudia Abuin	December 11, 2006	by oral representations made by Rosy Torres for	
27	Ciaudia / Willi	20001111, 2000	the S&P Defendants	
28			279	

1 2	Phillip Ahn	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3		September 20, 2006	by oral representations made by Joel Greene on behalf of the S&P Defendants
4 5	Bruce Albert	May, 2007	by oral representations made by Jacquelyn Setter the S&P Defendants
6	Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge the S&P Defendants
7 8	Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell the S&P Defendants
9	Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell the S&P Defendants
10 11	Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge the S&P Defendants
12	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge the S&P Defendants
13 14	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge the S&P Defendants
15		October 22, 2006	by oral representations made by Kevin Elrod the S&P Defendants
16 17		October 22, 2006	by oral representations made by Joel Greene on behalf of the S&P Defendants
18	Moo Han Bae	Sept. 20, 2007	by oral representations made by Clara Cho the S&P Defendants
19 20	Chung Hee Bae	Sept. 20, 2007	by oral representations made by Clara Cho the S&P Defendants
21	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann the S&P Defendants
2223		September 20, 2006	by oral representations made by Matias Susel for S&P
24	Himat Desai	September 20, 2006	by oral representations made by Matias Susel the S&P Defendants
2526	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel the S&P Defendants
27	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann the S&P Defendants
28			280
			NIDED COMPLAINT

1		October 7, 2006	by oral representations made by Rosy Torres the S&P Defendants
3	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann the S&P Defendants
4		October 7, 2006	by oral representations made by Rosy Torres the S&P Defendants
5	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres the S&P Defendants
7		October 5, 2006	by oral representations made by David Rockey the S&P Defendants
8	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres the S&P Defendants
10		October 5, 2006	by oral representations made by David Rockey the S&P Defendants
11 12	Rich Bartone	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		September 20, 2006	by oral representations made by Brendan Mann the S&P Defendants
1415		September 20, 2006	by oral representations made by Joel Greene on behalf of the S&P Defendants
16	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere the S&P Defendants
17 18	Bizness Developers, LLC	February, 2007	by oral representations made to Richard Melton by Brendan Mann the S&P Defendants
19		February, 2007	by oral representations made by Kevin Elrod the S&P Defendants
2021	Gregory Callegari	Mid-November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
22		Mid-November, 2006	by oral representations made by Kevin Elrod the S&P Defendants
2324		Mid-November, 2006	by oral representations made by Joel Greene on behalf of the S&P Defendants
25	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod the S&P Defendants
26	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge the S&P Defendants
2728			281

1	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston the S&P Defendants
3	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston the S&P Defendants
4	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge the S&P Defendants
5 6		September 20, 2006	by oral representations made by Joel Greene on behalf of the S&P Defendants
7	David Crossley	April 25, 2007	by oral representations made by BJ Turner the S&P Defendants
8 9	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner the S&P Defendants
10	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod the S&P Defendants
11 12	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod the S&P Defendants
13	Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere the S&P Defendants
14 15	Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere the S&P Defendants
16	Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge the S&P Defendants
17 18		September 20, 2006	by oral representations made by Joel Greene on behalf of the S&P Defendants
19	Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge the S&P Defendants
20		September 20, 2006	by oral representations made by Joel Greene on behalf of the S&P Defendants
22	Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres the S&P Defendants
2324	Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc the S&P Defendants
25		September 20, 2006	by oral representations made by Brendan Mann the S&P Defendants
2627	Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc the S&P Defendants
28			282

1		September 20, 2006	by oral representations made by Brendan Mann the S&P Defendants
3	James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod the S&P Defendants
4		September 20, 2006	by oral representations made by Matias Susel the S&P Defendants
5 6	Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge the S&P Defendants
7		April 25, 2007	by oral representations made by Kevin Elrod the S&P Defendants
8 9		April 25, 2007	by oral representations made by Kevin Elrod the S&P Defendants
10	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere the S&P Defendants
11 12	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston the S&P Defendants
13	Geoffrey Folsom	October 1, 2006	by oral representations made by Jacquelyn Setter the S&P Defendants
1415			by oral representations made by GROSFELD for the IRONGATE Defendants
16	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere the S&P Defendants
17 18	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere the S&P Defendants
19	Robert H. Frazee	September 20, 2006	by oral representations made by Brendan Mann for S&P
20 21	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
22	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2324		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
25	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2627		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
28			202

1 2	George T. Ricks (GTR Properties, Inc.)	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
3	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
4		Dec. 19, 2006	by oral representations made by Jacquelyn
5			Setter for the S&P Defendants
6 7	Peter Haidorfer	March 1, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
8		March 1, 2007	by oral representations made by Brendan Mann for the S&P Defendants
9		March 1, 2007	by oral representations made by CRANE for IRONGATE Defendants
10 11	Larry Harris	Mid to Late November, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
12	Mary Hetz	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13 14	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
15	Alice Beas	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1617	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18	Payman Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1920	Kenneth Zaccaria	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Larry Weiss	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2223	Mark Ippolito	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
24		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2526	Donald Isbell	April, 2007	by oral representations made by Matias Susel for the S&P Defendants
27	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee
28		-	Hourston for the S&P Defendants
			284

1	Zaheer Kasad	Mid to Late November, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2 3	Flor Kasad	Mid to Late November, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
4	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5 6		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
7		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
8 9	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
10		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
13	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
17 18		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
19		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
2021	Bianka Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
22		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2324		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
25	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2627		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
28			285

1 2	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Rosy Torres for the S&P Defendants
3		December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Matias Susel for the S&P Defendants
4		G	
5	Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
6 7	Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8	Angela (Van De Velde) Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
9	Igor Lukyan	Oct. 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
11	Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
12 13	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
14	Margarita Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15 16	Jose Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17	Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
18 19	Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20	Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
21 22	James Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
23	Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2425	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
26	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
2728	Michael R. Mueller Revocable Trust	September 20, 2006	to Michael Mueller on behalf of Trust
20			286
I		FOURTH AMEN	IDED COMPLAINT

1			by oral representations made by David Rockey for the S&P Defendants
3	Jennifer A. Mull	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
4	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
5 6	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
7	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
8	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
1415	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
19		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
20 21	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22	Deborah Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2324	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
25	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig
26	,		by oral representations made by Tracy Collingridge for the S&P Defendants
2728		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
			287

1	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5 6	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7		February, 2007	by oral representations made by Joel Greene for the S&P Defendants
8 9	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11 12	Thomas Pfleider	Aug. 0f 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Ashlyn Pohl	Sept. 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
16	Andrew Pohl	Sept. 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
17 18	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
20 21	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
22	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
2324	Real Development, LLC	September 20, 2006	To Robert Edelman by oral representations made by Tracy Collingridge for the S&P
25	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2627	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
28		:	288

1	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
3	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
4	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5 6	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
7	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
11 12	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
13	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1718	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
21 22	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
23	·	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
2425		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for
26			the S&P Defendants
27	Alexander Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
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1 2		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
3		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for
4			the S&P Defendants
5 6	Edith Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
7 8		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
9		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
11	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
12		September 20, 2006	by oral representations made by Rosy Torres for
13 14	David Shaw	September 20, 2006	the S&P Defendants by oral representations made by Rosy Torres for
15	Bavia Shaw	September 20, 2000	the S&P Defendants
16	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
18 19	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
21		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
22 23		April 25, 2007	by oral representations made by Brendan Mann
24		•	for the S&P Defendants
25	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for S&P
26		April 25, 2007	by oral representations made by Kevin Elrod for S&P
2728		April 25, 2007	by oral representations made by Joel Greene for S&P
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1	Evan St.Germain	September 20, 2006	by oral representations made by Tracy Collingridge for S&P
3		September 20, 2006	by oral representations made by Joel Greene for S&P
4	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for S&P
5 6	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for S&P
7	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for S&P
8	Atul Vachhani	April 25, 2007	by oral representations made by Matias Susel for S&P
10	Raju Vachhani	April 25, 2007	by oral representations made by Matias Susel for S&P
11 12	Paul Warren	April 25, 2007	by oral representations made by Ryan Bicknell for S&P
13	Mickey Weizmann	April 25, 2007	by oral representations made by Ryan Bicknell for S&P
14 15	Christine Wiese	April 25, 2007	by oral representations made by Renee Hourston for S&P
16	Andre Williams	September 20, 2006	by oral representations made by Matias Susel for S&P
17 18	Jack Winer	September 20, 2006	by oral representations made by Marie Laure Frere for S&P
19	Dennis Wong	September 20, 2006	by oral representations made by Renee Hourston for S&P
20 21	Alice Lu	September 20, 2006	by oral representations made by Renee Hourston for S&P
22	Yi Zhang	June, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
23			Setter for the Sect Detenuants

II. <u>Misrepresentation Set Number 2</u>:

That DONALD TRUMP was, himself, financially invested in the Project as an "equity investor," and that DONALD TRUMP would be investing his own money in the Project, thereby making Plaintiff an investor along with DONALD TRUMP in the Project.

388. These misrepresentations as set forth in Misrepresentation Set Number 2 were made by Defendant, Donald J. Trump on behalf of himself and, pursuant to his Authority to Speak for the remaining **TRUMP Defendants**, (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), were made to in the following manner:

1. As set forth in October 22, 2006 newspaper article appearing in the San Diego Union Tribune, which purports to quote from interviews of Donald J. Trump and Jason Grosfeld, wherein **DONALD TRUMP** and **GROSFELD** claim they are partners in the Project as they were in the Trump Waikiki project, and in which **DONALD TRUMP** claims that "The Trump Organization will be a 'significant' equity investor in the \$200 million dollar project." A copy of this document is attached hereto and previously referred to and attached as **Exhibit 60-J** as the

389. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 2 were made by the following **Developer Agent Defendants** to the following Plaintiffs as follows in the following manner:

"S.D. Union Tribune Article 10/22/06,"

Plaintiff	Representations Made On or About / In or About / In or About	By Whom, and in What Manner
Claudia Abuin	December 11, 2006	by receipt of S.D. Union Tribune 10/22/06
Phillip Ahn	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
Bruce Albert	May, 2007	by receipt of S.D. Union Tribune 10/22/06
Eduardo J. Almeida	May 18, 2007	by receipt of S.D. Union Tribune 10/22/06
Anisha Antony	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
Rahul Singh	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06

1 2	Kirupairaj Asirvatham	May 11, 2007	by receipt of S.D. Union Tribune 10/22/06
3	Jenny Shen	May 11, 2007	by receipt of S.D. Union Tribune 10/22/06
	David Atherton	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
4	Moo Han Bae	Late September, 2007	by receipt of S.D. Union Tribune 10/22/06
5	Chung Hee Bae	Late September, 2007	by receipt of S.D. Union Tribune 10/22/06
6	Rakesh Bajaria	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
7	Himat Desai	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
8	Himmat Thummar	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
9	Carlos Bardmess	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
10	Sandra Bardmess	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
11	Andrew Bryant	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
12	Andrea Bryant	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
13	Rich Bartone	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
14	Jamie Besaw	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
15 16	Bizness Developers, LLC	February, 2007	by receipt of S.D. Union Tribune 10/22/06 by Richard Melton
17	Gregory Callegari	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
18	Mauricio Caycedo	June 2007	by receipt of S.D. Union Tribune 10/22/06
19	Henry Hsu Chai	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
20	Daniel Cota	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
21	Anna Cota	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
22	David Cowgill	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
23	David Crossley	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
24	Carol Crossley	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
25	Robert Culbertson	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
26	Sylvia Culbertson	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
27	Sam Dunham	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
28	Cecilia Dunham	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
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1	Steven Drake	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
2	Linda Drake	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
3	Carol Duncan	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
4	Hans Edwards	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
5	Melusina Edwards	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
6	James P. Egan	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
7	Jeffrey Enslen	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
8	Mark Eshraghi	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
9	Vivian Evans	June 1, 2007	by receipt of S.D. Union Tribune 10/22/06
10	Geoffrey Folsom	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
11	Jerry Frazee	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
12	Constance Frazee	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
13	Robert H. Frazee	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
14	Mary Ellen Frazee	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
15	Brian Gaber	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
16	Cindy Gaber	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
17 18	George T. Ricks (GTR Properties,	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06 by George T. Ricks
19	Inc.)		
20	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by receipt of S.D. Union Tribune 10/22/06
21	Peter Haidorfer	March 1, 2007	by receipt of S.D. Union Tribune 10/22/06
22	Larry Harris	Mid to Late November, 2006	by receipt of S.D. Union Tribune 10/22/06
23	Mary Hetz	April, 2007	by receipt of S.D. Union Tribune 10/22/06
24	Paula Mello	April, 2007	by receipt of S.D. Union Tribune 10/22/06
25	Alice Beas	April, 2007	by receipt of S.D. Union Tribune 10/22/06
26	Hamed Hoshyarsar	June of 2007	by receipt of S.D. Union Tribune 10/22/06
27	Payman Hoshyarsar	June of 2007	by receipt of S.D. Union Tribune 10/22/06
28		,	2004

1	Kenneth Zaccaria	May of 2007	by receipt of S.D. Union Tribune 10/22/06
2	Larry Weiss	May of 2007	by receipt of S.D. Union Tribune 10/22/06
3	Mark Ippolito	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
4	Donald Isbell	April, 2007	by receipt of S.D. Union Tribune 10/22/06
5	Jeffrey Kaiman	August 7, 2007	by receipt of S.D. Union Tribune 10/22/06
6	Zaheer Kasad	Mid to Late November, 2006	by receipt of S.D. Union Tribune 10/22/06
7 8	Flor Kasad	Mid to Late November, 2006	by receipt of S.D. Union Tribune 10/22/06
9	Christopher Kearney	November 20, 2006	by receipt of S.D. Union Tribune 10/22/06
10	Grace Kearney	November 20, 2006	by receipt of S.D. Union Tribune 10/22/06
11	John Kehoe	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
12	Elyse Kehoe	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
13	Brian Kelley	December, 2006	by receipt of S.D. Union Tribune 10/22/06
14	Bianka Kelley	December, 2006	by receipt of S.D. Union Tribune 10/22/06
15	Sang Min Kim	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
1617	King Penguin Properties, LLC	December, 2006	by receipt of S.D. Union Tribune 10/22/06
18	Zeny Lamarsh	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
19	Michael Lindsay	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
20	Angela (Van De Velde) Lindsay	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
21	Igor Lukyan	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
22	Christina Manriquez	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
2324	MA. Guadalupe Mendoza Mendoza	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
25	Margarita Mendoza Mendoza	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
26	Jose Mendoza	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
27	Leticia Mendoza	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
28		,	205

1	Jay Mikulski	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
2	Darnelia Moller	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
3	James Morrison	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
4	Linda Morrison	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
5	Edouard Mouaikel	September 2, 2007	by receipt of S.D. Union Tribune 10/22/06
6	Cynthia Mouaikel	September 2, 2007	by receipt of S.D. Union Tribune 10/22/06
7	Michael R. Mueller Revocable Trust	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
8	Jennifer A. Mull	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
9	Gary P. Scott	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
10	James Mullany	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
11	Terri L. Mullany	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
12	Con Nguyen	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
13	Linda Nguyen	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
14	Daniel D. Nguyen	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
15	Khanh M. Nguyen	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
16	Ibrahim Najm	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
17	Deborah Najm	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
18	Nizar Najm	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
19	Paragon LLC	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
20	Derek O'Brien	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
2122	Pamala O'Brien	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
23	Genoveva Ochoa- Ortiz	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
24	Giuseppe Pannarale	May, 2007	by receipt of S.D. Union Tribune 10/22/06
25	Sophia Pesotchinsky	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
26	Leon Pesotchinsky	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
2728	Thomas Pfleider	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06

1	Christina Pfleider	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
2	Ashlyn Pohl	Sept. 25, 2007	by receipt of S.D. Union Tribune 10/22/06
3	Andrew Pohl	Sept. 25, 2007	by receipt of S.D. Union Tribune 10/22/06
4	Manuel A. Ramos	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
5	Maria E. Ramos	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
6	Farida Razaqi	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
7	Mohammed Razaqi	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
8	Real Development, LLC	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06 by Robert Edelman
9	Russell Reyes	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
10	Jennifer Reyes	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
11	Hadley McGaughey	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
12	Dolores Roberts	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
13	Raul Robles	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
14	Sonia Robles	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
15	Mike Rodriguez	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
16	Eleanor Santos	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
17	James Sartain	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
18	Michael Schieble	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
19	Melissa Schieble	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
20	John Schieble	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
21	Eileen Schieble	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
2223	Schmidt Family Trust	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
2425	Charles Scibetti, (Monument Partners)	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
2627	Alexander Purdie (Monument Partners)	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06

1 2	Edith Purdie (Monument Partners)	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
3	Cynthia Shaw	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
4	David Shaw	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
5	Kathryn Kampman	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
6	Patricia Olsen	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
7	Colin Stewart	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
8	Nelofeir Stewart	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
9	Evan St.Germain	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
10	Li Sun	June, 2007	by receipt of S.D. Union Tribune 10/22/06
11	Jane Jin	June, 2007	by receipt of S.D. Union Tribune 10/22/06
12	John Trujillo	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
13	Atul Vachhani	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
14	Raju Vachhani	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
15	Paul Warren	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
16	Mickey Weizmann	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
17	Christine Wiese	April 25, 2007	by receipt of S.D. Union Tribune 10/22/06
18	Andre Williams	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
19	Jack Winer	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
20	Dennis Wong	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
21	Alice Lu	October 22, 2006	by receipt of S.D. Union Tribune 10/22/06
22	Yi Zhang	May, 2007	by receipt of S.D. Union Tribune 10/22/06

390. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 2 were made by the following **Developer Agent Defendants** to the following Plaintiffs as follows in the following manner:

		_	
1	Plaintiff 	Representations Made On or About /	By Whom, and in What Manner
2		In or About / In or About	
3 4	Claudia Abuin	December 11, 2006	by oral representations made by Rosy Torres for the S&P Defendants
5	Phillip Ahn	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
6 7		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
8	Bruce Albert	May, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
9 10	Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11	Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
12 13	Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
14	Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
15 16	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
18 19		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
20		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
21 22	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
23	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
2425	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
26		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2728	Himat Desai	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
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1	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
3	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
4		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
5 6	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
11 12	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
13		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
1415	Rich Bartone	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
17 18		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
19	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
20 21	Bizness Developers, LLC	February, 2007	by oral representations made by Brendan Mann for the S&P Defendants to Richard Melton
22		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants to Richard Melton
2324	Gregory Callegari	Mid-November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
25		Mid-November, 2006	by oral representations made by Kevin Elrod for the S&P Defendants January 6, 2012
2627		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
28			

1	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
3	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
5 6	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
7	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
10	David Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
11 12	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
13	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
1415	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
16	Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
17 18	Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19	Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
22	Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2324		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
25	Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2627	Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
28			

1		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2	Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
4		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5	James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
7		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
8 9	Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
1112	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
13	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
1415	Geoffrey Folsom	November 1, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
16 17		November 15, 2006 through August, 2007 (for subsequent purchases)	by oral representations made by GROSFELD for the IRONGATE Defendants
18 19	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
20	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
21 22	Robert H. Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
23	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2425	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
26		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
2728	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants 302

1		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
3	George T. Ricks (GTR Properties, Inc.)	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
4 5	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by oral representations made by Kevin Elrod for the S&P Defendants to Philip Mosely
6		Dec. 19, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
7 8	Peter Haidorfer	March 1, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
9		March 1, 2007	by oral representations made by Brendan Mann for the S&P Defendants
10 11		March 1, 2007	by oral representations made by CRANE for IRONGATE Defendants
12	Larry Harris	Mid to Late November, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
13 14	Mary Hetz	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
15	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Alice Beas	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20	Payman Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Kenneth Zaccaria	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23	Larry Weiss	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24	Mark Ippolito	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2526		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
27	Donald Isbell	April, 2007	by oral representations made by Matias Susel for the S&P Defendants
28			303

1 2	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
3	Zaheer Kasad	Mid to Late November, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
4	Flor Kasad	Mid to Late November, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5 6	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
10	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
11 12		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
14 15	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
19		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
20 21		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
22	Bianka Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
2324		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
25		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
2627	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
28		FOUNTLAND	304

1		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
3	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Rosy Torres for the S&P Defendants
4		December, 2006	to Michael Mikelic, officer of King Penguin
5		2000, 2000	Properties by oral representations made by Matias Susel for the S&P Defendants
6 7	Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8	Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
9	Angela (Van De Velde) Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
11	Igor Lukyan	October 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
12	Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres for
13		F	the S&P Defendants
14	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15 16	Margarita Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17	Jose Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
18 19	Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
20	Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21 22	Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
23	James Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2425	Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
26	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
2728	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants 305
		FOURTH AME	ENDED COMPLAINT

1 2	Michael R. Mueller Revocable Trust	September 20, 2006	to Michael Mueller on behalf of Trust by oral representations made by David Rockey for the S&P Defendants
3	Jennifer A. Mull	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
4 5	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
6	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
7 8	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
9	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10 11		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
12	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13 14		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
15	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
18	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
21	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23	Deborah Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2526	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy Collingridge for the S&P Defendants
27 28		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
_0		FOURTH AME	306 NDED COMPLAINT

1	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7		February, 2007	by oral representations made by Joel Greene for the S&P Defendants
8 9	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11 12	Thomas Pfleider	Aug. 0f 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Ashlyn Pohl	Sept. 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
16	Andrew Pohl	Sept. 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
17 18	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2021	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
22	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
2324	Real Development, LLC	September 20, 2006	to Robert Edelman by oral representations made by Tracy Collingridge for the S&P Defendants
25	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2627	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
28			307

1	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
3	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
4	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5 6	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
7	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8 9	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
11 12	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
13	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
20			
2122	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
23		October 19, 2006	to Plaintiff on behalf of Monument Partners
24			by oral representations made by Brendan Mann for the S&P Defendants
25		October 19, 2006	to Plaintiff on behalf of Monument Partners
26			by oral representations made by Joel Greene for the S&P Defendants
27	Alexander Purdie (Monument	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy
28	Partners)	EQUIDITI ANA	Collingridge for S&P 308
I	I	FOUR ITI AME	NDED COMPLAINT

1 2		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
3		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for
4			the S&P Defendants
5	Edith Purdie (Monument	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy
6	Partners)		Collingridge for the S&P Defendants
7 8		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
9 10		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
11	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
12		September 20, 2006	by oral representations made by Rosy Torres for
13		•	the S&P Defendants
14	David Shaw	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15 16	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
18 19	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
21		April 25, 2007	by oral representations made by Joel Greene for
22		11pm 25, 2007	the S&P Defendants
23		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
24	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy
25		•	Collingridge for the S&P Defendants
26		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
27		April 25, 2007	by oral representations made by Joel Greene for
28			the S&P Defendants 309
		FOURTH AME	ENDED COMPLAINT

1	Evan St.Germain	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
4	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
5 6	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
7	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
8 9	Atul Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
10	Raju Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
11 12	Paul Warren	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
13	Mickey Weizmann	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
14 15	Christine Wiese	April 25, 2007	by oral representations made by Renee Hourston for the S&P Defendants
16	Andre Williams	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
17 18	Jack Winer	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19	Dennis Wong	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2021	Alice Lu	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
22	Yi Zhang	May and June, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
23			

III. <u>Misrepresentation Set Number 3</u>:

That as a demonstration of the Trump family's belief in the project Defendants, IVANKA and TRUMP, JR. had purchased Units themselves within the Project.

391. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 3 was made, jointly by all TRUMP Defendants, by all IRONGATE Defendants, and by all the S&P Defendants, and each of them, by the release of said information within, and as part of the following, and these misrepresentations were conveyed to the identified Plaintiffs by way of:

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- 1. By written statements appearing in the Trump Baja News, July, 2007, Volume 2, a copy of which is attached hereto as **Exhibit 66**) wherein it states: "Our new and excited homeowners now are part of an elite group of vacation homeowners who own property developed by one of the most respected names in real estate, Donald J. Trump. This included one of the owner's most prominent neighbors, Donald Trump Jr. who flew in from New York to purchase a suite at the event and meet with fellow buyers." (Hereinafter, this document shall be referred to as "TBN Vol. 2").
- 2. By oral statements made by defendant IVANKA on or about June 8, 2007 at the L'Auberge Hotel in Del Mar, California, wherein IVANKA stated that she had "purchased" a Unit at the Resort. (the "IVANKA VIP Event Statements").
- 3. In the "Trump Video" (Exhibit 52) wherein IVANKA Trump represents that she had purchased a Unit at the Resort (the "Trump Video").
- **4.** By oral statements made by the identified **S&P Defendants**' personnel.
- **5.** By oral statements made by the identified **IRONGATE Defendants**' personnel.

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5	Plaintiff	Representations Made On or About /	By Whom, and in What Manner
6		In or About / In or About	
7	Bruce Albert	May 2007	By receipt of Trump Video
8		June 8, 2007	IVANKA VIP Event Statements, Trump Video,
9		0, 2007	GROSFELD VIP Event Statements
10		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
11 12		June 2007	by Oral Statements made by Jacquelyn Setter for S&P
13	Eduardo J. Almeida	May 2007	By receipt of Trump Video
14		June 8, 2007	IVANKA VIP Event Statements, Trump Video, GROSFELD VIP Event Statements
15 16		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
17		June 2007	by a letter from Tracy Collingridge for the S&P Defendants
18 19		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20	Kirupairaj Asirvatham	May 2007	By receipt of Trump Video
21		June 8, 2007	IVANKA VIP Event Statements , Trump Video,
22			GROSFELD VIP Event Statements
23		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
24	Jenny Shen	May 2007	By receipt of Trump Video
2526		June 8, 2007	IVANKA VIP Event Statements, Trump Video, GROSFELD VIP Event Statements
27		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
28			312
		FOURTH AME	NDED COMPLAINT

1	Moo Han Bae	May 2007	by receipt Trump Video
2		July, 2007	by receipt of TBN Vol. 2
3	Chung Hee Bae	May 2007	by receipt Trump Video
4		July, 2007	by receipt of TBN Vol. 2
5	Gregory Callegari	May 2007	by receipt Trump Video
6		July, 2007	by receipt of TBN Vol. 2
7		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Mauricio Caycedo	May 2007	by receipt of Trump Video
11		May 2007	by oral representations made by Kevin Elrod for the S&P Defendants
12	David Crossley	May 2007	by receipt of Trump Video
13 14		May 2007	by oral representations made by BJ Turner for the S&P Defendants
15		June 2007	by oral representations made by BJ Turner for the S&P Defendants
16	Carol Crossley	May 2007	by receipt of Trump Video
17 18		May 2007	by oral representations made by BJ Turner for the S&P Defendants
19		June 2007	by oral representations made by BJ Turner for the S&P Defendants
20	Robert Culbertson	May 2007	by receipt of Trump Video
2122		May 2007	by oral representations made by Kevin Elrod for the S&P Defendants
23		June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
24	Sylvia Culbertson	May 2007	by receipt of Trump Video
2526		May 2007	by oral representations made by Kevin Elrod for the S&P Defendants
27		June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
28			313

1	James P. Egan	May 2007	by receipt Trump Video
2		July, 2007	by receipt of TBN Vol. 2
3		May 2007	by oral representations made by Kevin Elrod for the S&P Defendants
4	Jeffrey Enslen	May 2007	By receipt of Trump Video
56		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
7		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
8	Vivian Evans	May 2007	By receipt of Trump Video
9		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
11		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
12		May 2007	by Renee Hourston for the S&P Defendants
13	Geoffrey Folsom	May, 2007	By receipt of Trump Video
1415		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
16		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
17	Brian Gaber	May 2007	by receipt of Trump Video
18 19		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Cindy Gaber	May 2007	by receipt of Trump Video
2223		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
25	Peter Haidorfer	May 2007	by receipt of Trump Video
2627		May 2007	by oral representations made by CRANE for the IRONGATE Defendants
28			
		EULIDIU VIVI	314

1		May 2007	by oral representations made by Brendan Mann for the S&P Defendants
2		July, 2007	by receipt of TBN Vol. 2
3	Mary Hetz	May 2007	by receipt of Trump Video
4 5		June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
6	Paula Mello	May 2007	by receipt of Trump Video
7		June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8	Alice Beas	May 2007	by receipt of Trump Video
9		June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11	Hamed Hoshyarsar	May 2007	by receipt of Trump Video
12		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Payman Hoshyarsar	May 2007	by receipt of Trump Video
1415		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	Kenneth Zaccaria	May 2007	by receipt of Trump Video
17		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18	Larry Weiss	May 2007	by receipt of Trump Video
19 20		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Donald Isbell	May 2007	By receipt of Trump Video
22		June 8, 2007	IVANKA VIP Event Statements, Trump Video, GROSFELD VIP Event Statements
2324		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
25	Jeffrey Kaiman	July, 2007	by receipt of TBN Vol. 2
26		May, 2007	Trump Video
27		May 2007	by oral representations made by Renee Hourston for the S&P Defendants
28			315
	I	FOURTLAM	TAIDED COMPLAINT

1	Christopher Kearney	July, 2007	by receipt of TBN Vol. 2
2		May, 2007	Trump Video
3		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5		May 2007	by oral representations Brendan Mann for the S&P Defendants
6 7		May 2007	by oral representations made by Joel Greene for the S&P Defendants
8	Grace Kearney	July, 2007	by receipt of TBN Vol. 2
9		May, 2007	Trump Video
10		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		May 2007	by oral representations Brendan Mann for the S&P Defendants
13		May 2007	by oral representations made by Joel Greene for the S&P Defendants
14	John Kehoe	May 2007	by receipt of Trump Video
15 16		June 2007	by a letter from Tracy Collingridge for the S&P Defendants
17		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18	Elyse Kehoe	May 2007	by receipt of Trump Video
19 20		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Brian Kelley	September, 2007	by receipt of Trump Video
22		September, 2007	by receipt of TBN Vol. 2,
23		September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
2425		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
26		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
27	Bianka Kelley	September, 2007	by receipt of TBN Vol. 2
28			316
		FOURTH AME	ENDED COMPLAINT

1		September, 2007	Trump Video
2		September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
3 4		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
5		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
6	Jay Mikulski	May, 2007	by receipt of Trump Video
7		May, 2007	by Tracy Collingridge for the S&P Defendants
8	Edouard Mouaikel	September 6, 2007	by receipt of Trump Video
9		September 6, 2007	by oral representations made by Brendan Mann for the S&P Defendants
11	Cynthia Mouaikel	September 6, 2007	by receipt of Trump Video
12		September 6, 2007	by oral representations made by Brendan Mann for the S&P Defendants
13	Daniel D. Nguyen	May 2007	by receipt of Trump Video
1415		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
16		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17	Khanh M. Nguyen	May 2007	by receipt of Trump Video
18 19		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
20		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Ibrahim Najm	May 2007	By receipt of Trump Video
22 23		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
24		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
2526		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
27	Deborah Najm	May 2007	By receipt of Trump Video
28		ECHIDTH AMI	317

1		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
2 3		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
4		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5	Nizar Najm	May 2007	By receipt of Trump Video
6 7		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
8		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
9		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11	Paragon LLC	May 2007	by receipt of Trump Video to Kelly L. Oberbillig and Susan Oberbillig
12		May 2007	by oral representations made by Tracy
13			Collingridge for the S&P Defendants
14		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
15	Giuseppe Pannarale	May, 2007	By receipt of Trump Video
16 17		June 8, 2007	IVANKA VIP Event Statements, Trump Video, GROSFELD VIP Event Statements
18		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
19 20		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Ashlyn Pohl	May 2007	by receipt of Trump Video
22		July, 2007	by receipt of TBN Vol. 2,
23		May 2007	by oral representations by Brendan Mann for the S&P Defendants
24	Andrew Pohl	May 2007	by receipt of Trump Video
25		July, 2007	by receipt of TBN Vol. 2
2627		May 2007	by oral representations by Brendan Mann for the S&P Defendants
28	Farida Razaqi	May, 2007	By receipt of Trump Video 318
		FOURTH AME	NDED COMPLAINT

1		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
3		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
4	Mohammed Razaqi	May, 2007	By receipt of Trump Video
5		June 8, 2007	IVANKA VIP Event Statements, Trump Video, GROSFELD VIP Event Statements
6 7		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
8	Eleanor Santos	May 2007	by receipt of Trump Video
9		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10 11		June 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
12	James Sartain	May 2007	by receipt of Trump Video
13		May 2007	by oral representations made by Brendan Mann for the S&P Defendants
14	Michael Schieble	May, 2007	By receipt of Trump Video
15 16		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
17		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
18 19		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20	Melissa Schieble	May, 2007	By receipt of Trump Video
21		June 8, 2007	IVANKA VIP Event Statements, Trump Video, GROSFELD VIP Event Statements
22 23		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
24		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
25	John Schieble	May, 2007	By receipt of Trump Video
26		June 8, 2007	IVANKA VIP Event Statements , Trump Video,
27			GROSFELD VIP Event Statements
28			310

1		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
3		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Eileen Schieble	May, 2007	By receipt of Trump Video
5		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
6 7		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
8		May 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
9	Colin Stewart	May 2007	by receipt of Trump Video
10		July, 2007	by receipt of TBN Vol. 2,
11 12		July 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13		July 2007	by oral representations made by Kevin Elrod for the S&P Defendants
1415		July 2007	by oral representations made by Brendan Mann for the S&P Defendants
16	Nelofeir Stewart	May 2007	by receipt of TBN Vol. 2, Trump Video
17		July 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18 19		July 2007	by oral representations made by Kevin Elrod for the S&P Defendants
20		July 2007	by oral representations made by Brendan Mann for the S&P Defendants
21			
22	Li Sun	June 15, 2007	by receipt of Trump Video
23		June 15, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
24	Jane Jin	June 15, 2007	by receipt of Trump Video
2526		June 15, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
27	Atul Vachhani	May 2007	by receipt of Trump Video
28		-	
		FOLIDALI ANA	320

1		June 2007	by oral representations made by Matias Susel for the S&P Defendants
2	Raju Vachhani	May 2007	by receipt of Trump Video
3 4		June 2007	by oral representations made by Matias Susel for the S&P Defendants
5	Paul Warren	May 2007	by receipt of Trump Video
6		May 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
7	Mickey Weizmann	May 2007	by receipt of Trump Video
8 9		May 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
10		June 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
11	Christine Wiese	May 2007	by receipt of Trump Video
12 13		May 2007	by oral representations made by Renee Hourston for the S&P Defendants
14		June 2007	by oral representations made by Renee Hourston for the S&P Defendants
15 16		June 2007	by a letter from Renee Hourston for the S&P Defendants
17	Dennis Wong	May 2007	by receipt of Trump Video
18 19		June 2007	by oral representations made by Renee Hourston for the S&P Defendants
20	Alice Lu	May 2007	by receipt of Trump Video
21		June 2007	by oral representations made by Renee Hourston for the S&P Defendants
22	Yi Zhang	May, 2007	By receipt of Trump Video
2324		June 8, 2007	IVANKA VIP Event Statements , Trump Video, GROSFELD VIP Event Statements
25		June 27, 2007	Donald Trump, Jr. Spa Tower Release Event Statements
26		June 2007	by Jacquelyn Setter for the S&P Defendants
27			
28			321

IV. **Misrepresentation Set Number 4:**

That "Trump and Irongate" were partners and co-developers of the Trump Waikiki Resort, and (though now the TRUMP Defendants and the IRONGATE Defendants deny their roles as co-developers of the Baja Project), that "Trump and Irongate" were working again as "development partners" and "co-developers" on the Trump Ocean Resort Baja project in the same manner as they had worked as co-developers in Waikiki.

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393. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 4 was made, jointly by the Developer Defendants, and by the Developer Agent Defendants, and each of them, by the release of said information within, and as part of the following, and these misrepresentations were conveyed to the identified Plaintiffs by way of:

1. By the **IRONGATE Defendants** by the publication of the "News Release 11/10/06" from "Irongate", identified hereinabove.

2. By the TRUMP Defendants by directing and referring the identified Plaintiffs to the Donald J. Trump / Trump Organization website www.trump.com which website, at the time, listed the Trump Waikiki property as a joint development between "Donald Trump and the Trump Organization, and Irongate, including Defendants, Adam Fisher and Jason Grosfeld." (Hereinafter, this portion of the Trump website shall be referred to as the "Trump-Irongate Joint Development").

3. By the S&P Entity Defendants acting as the Developer Agent Defendants by contents published on the S&P website wherein these representations were made. (Hereinafter, the S&P Website).

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4. By all Defendants by the previously identified September 20, 2006 Press Release from Lyman Public Relations, attached hereto as **Exhibit 60-A**. ("Lyman 9/20/06").

5. By all Defendants by dissemination of the "Lyman 9/20/06" Press Release, previously identified herein as **Exhibit 60-A**, which made representations that Trump Ocean Resort Baja was "Irongate's second with the Trump Organization. . . The companies are also developing the Trump International Hotel and Tower Waikiki Beach Walk in Hawaii."

- **6.** By the **Developer Defendants** and by the **Developer Agent Defendants** by the previously identified December 11, 2006 Press Release from Lyman Public Relations, attached hereto as **Exhibit 60-C**. ("Lyman 12/11/06").
- 7. By the identified Individual **S&P Defendants**' personnel by being directed and referred to the "Trump-Irongate Joint Development" section on the www.trump.com website.
- **8.** By the identified **IRONGATE Defendants**' personnel by being directed and referred to the "Trump-Irongate Joint Development" section on the www.trump.com website.
- 9. By oral statements made by the identified S&P Defendants' sales personnel.
- **10.** By oral statements made by the identified **IRONGATE Defendants**' personnel.

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5	Plaintiff	Representations Made On or About / In or	By Whom, and in What Manner
6		About / In or About	
7 8	Claudia Abuin	December 11, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
			Lyman 12/11/06
9	Phillip Ahn	Mid-November, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
11		December 11, 2006	by receipt of Lyman 12/11/06
12		September 20, 2006	by oral representations made by Tracy
13		20, 2000	Collingridge for the S&P Defendants
14	Bruce Albert	May, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website,
15			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
1617		June 27, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
18 19	Eduardo J. Almeida	May 18, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
20		May 2007	by oral representations made by Tracy
21		1 v1 ay 200 /	Collingridge for the S&P Defendants
22	Anisha Antony	September 20, 2006	Lyman 9/20/06
23		September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
24		November 10, 2006	by receipt of News Release 11/10/06, Trump-
25		11070111001 10, 2000	Irongate Joint Development, S&P Website, Lyman Initial Press Release
26	Rahul Singh	September 20, 2006	Lyman 9/20/06
2728		September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
		324	
	l	FOURTH AMENDE	D COMPLAIN I

1 2		November, 2006	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release
3		September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
4	Kirupairaj	April 25, 2007	by receipt of News Release 11/10/06, Trump-
5	Asirvatham	•	Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
7		May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8	Jenny Shen	April 25, 2007	by receipt of News Release 11/10/06, Trump-
9			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
10			Lyman 12/11/06
11		May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
12	David Atherton	October 22, 2006	by receipt of Lyman 9/20/06
13 14		September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
15 16		November, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
17		October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
18 19		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
20		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
21	Moo Han Bae	Late September, 2007	by receipt of News Release 11/10/06, Trump-
2223			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
24		Late September, 2007	by oral representations made by Clara Cho
25		1 ,	for the S&P Defendants
	Chung Hee Bae	Late September, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website,
26			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
27			Lyman 12/11/00
28		20	ne.

1		Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
2	Rakesh Bajaria	September 20, 2006	Lyman 9/20/06
3		Mid-November, 2006	by receipt of News Release 11/10/06, Trump-
4			Irongate Joint Development, S&P Website, Lyman Initial Press Release
5 6		Mid-November, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7		October, 2006	by oral representations made by Matias Susel for the S&P Defendants
8	Himat Desai	September 20, 2006	Lyman 9/20/06
9		Mid-November, 2006	by receipt of News Release 11/10/06, Trump-
10			Irongate Joint Development, S&P Website, Lyman Initial Press Release
11 12		Mid-November, 2006	by oral representations made by Brendan Mann for the S&P Defendants
13		October, 2006	by oral representations made by Matias Susel for the S&P Defendants
14	Himmat Thummar	September 20, 2006	Lyman 9/20/06
15 16		Mid-November, 2006	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release
17 18		Mid-November, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19		October, 2006	by oral representations made by Matias Susel for the S&P Defendants
20	Carlos Bardmess	October 7, 2006	Lyman 9/20/06
21		Mid-November, 2006	by receipt of News Release 11/10/06, Trump-
22			Irongate Joint Development, S&P Website, Lyman Initial Press Release
23		October 7, 2006	by oral representations made by Brendan
24			Mann for the S&P Defendants
25		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
26	Sandra Bardmess	October 7, 2006	Lyman 9/20/06
27			
28		32	6

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1 2		Mid-November, 2006	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release
3		October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
6 7	Andrew Bryant	October 5, 2006	by receipt of Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06
8		Mid-November, 2006	by receipt of News Release 11/10/06
9		Dec. 4, 2006	by oral representations made by David Rockey for the S&P Defendants
10 11		October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
12		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
13 14	Andrea Bryant	October 5, 2006	by receipt of Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06
15		Mid-November, 2006	by receipt of News Release 11/10/06
16 17		Dec. 4, 2006	by oral representations made by David Rockey for the S&P Defendants
18		October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
19 20		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
21	Rich Bartone	September 20, 2006	by receipt of Lyman 9/20/06, Trump- Irongate Joint Development, S&P Website
22		November 10, 2006	News Release 11/10/06
2324		September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
25		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
26		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
27			101 the Bell Detenuants
28		207	7

1	Jamie Besaw	September 20, 2006	by receipt of Lyman 9/20/06, Trump- Irongate Joint Development, S&P Website
2		Mid-November, 2006	News Release 11/10/06
3		September 20, 2006	by oral representations made by Marie Laure
4			Frere for the S&P Defendants
5 6	Bizness Developers, LLC	February, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06 by Richard Melton
7		Eshmow 2007	·
8		February, 2007	by oral representations made by Brendan Mann for the S&P Defendants
9		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
10 11	Gregory Callegari	Mid-to late November, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
12		Mid-December, 2006	Lyman 12/11/06
13 14		Mid-to late November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
15		Mid-to late November, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
16 17		Mid-to late November, 2006	by oral representations made by Joel Greene for the S&P Defendants
18	Mauricio Caycedo	June 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website,
19			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
20		June 2007	by oral representations made by Kevin Elrod
21			for the S&P Defendants
22	Henry Hsu Chai	Late September, 2006	by receipt of Lyman 9/20/06, Trump- Irongate Joint Development, S&P Website
23		November 10, 2006	News Release 11/10/06
24		September 20, 2006	by oral representations made by Tracy
25			Collingridge for the S&P Defendants
26	Daniel Cota	September 20, 2006	by receipt of Lyman 9/20/06, Trump- Irongate Joint Development, S&P Website
27		Mid-November, 2006	News Release 11/10/06
28		328	3

1		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2	Anna Cota	September 20, 2006	by receipt of Lyman 9/20/06, Trump-Irongate Joint Development, S&P Website
4		Mid-November, 2006	News Release 11/10/06
5		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
6 7	David Cowgill	Late September, 2006	by receipt of Lyman 9/20/06, Trump- Irongate Joint Development, S&P Website
8		November 10, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
9		December 11, 2006	by receipt of Lyman 12/11/06
10		September 20, 2006	by oral representations made by Tracy
11			Collingridge for the S&P Defendants
12		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
13	David Crossley	April 25, 2007	by receipt of News Release 11/10/06, Trump-
1415	·	•	Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
16		April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
17	Carol Crossley	April 25, 2007	by receipt of News Release 11/10/06, Trump-
18 19			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
20		April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
21	Robert Culbertson	April 25, 2007	by receipt of News Release 11/10/06, Trump-
2223			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
		April 25, 2007	·
24		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
25	Sylvia Culbertson	April 25, 2007	by receipt of News Release 11/10/06, Trump-
26			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
27			Lyman 12/11/06
28			

April 25, 2007 by oral representations made by Kevin Elrod for the S&P Defendants				
Sam Dunham September 20, 2006 by receipt of Lyman 9/20/06 Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release	1		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
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September 20, 2006 by oral representations made by Marie Laure Frere for the S&P Defendants Mid-November, 2006 by receipt of Lyman 9/20/06 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Marie Laure Frere for the S&P Defendants Steven Drake Late September, 2006 by oral representations made by Marie Laure Frere for the S&P Defendants Mid-November, 2006 by oral representations made by Marie Laure Frere for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants Linda Drake September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants Mid-November, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release News Release 11/10/06, Trump-Irongate Joint Development, S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants			Mid-November, 2006	Joint Development, S&P Website, Lyman
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Frere for the S&P Defendants Steven Drake Late September, 2006 Mid-November, 2006 Mid-November, 2006 September 20, 2006 September 20, 2006 September 20, 2006 Linda Drake September 20, 2006 Mid-November, 2006 September 20, 2006 Mid-November, 2006 Mid-November, 2006 September 20, 2006 Mid-November, 2006 September 20, 2006 September 20, 2006 Mid-November, 2006 September 20, 2006 September 20, 2006 September 20, 2006 Mid-November, 2006 September 20, 2006 Mid-November, 2006 September 20, 2006 Septemb			Mid-November, 2006	Joint Development, S&P Website, Lyman
Steven Drake Late September, 2006 by receipt of Lyman 9/20/06 Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants Linda Drake September 20, 2006 by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release Mid-November, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants Carol Duncan September 20, 2006 by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release Mid-November, 2006 by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Rosy Torres for the S&P Defendants			September 20, 2006	
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September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants			Mid-November, 2006	Joint Development, S&P Website, Lyman
Linda Drake September 20, 2006 Wid-November, 2006 September 20, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 Wy oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 September 20, 2006 September 20, 2006 Wy receipt of Lyman 9/20/06, receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 Septe			September 20, 2006	
Linda Drake September 20, 2006 By receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 September 20, 2006 By oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 September 20, 2006 By oral representations made by Joel Greene for the S&P Defendants Carol Duncan September 20, 2006 Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 September 20, 2006 September 20, 2006 September 20, 2006 Dy oral representations made by Rosy Torres for the S&P Defendants			September 20, 2006	
Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants Carol Duncan September 20, 2006 by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Rosy Torres for the S&P Defendants		Linda Drake	September 20, 2006	
September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants Carol Duncan September 20, 2006 by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Rosy Torres for the S&P Defendants			Mid-November, 2006	Joint Development, S&P Website, Lyman
September 20, 2006 by oral representations made by Joel Greene for the S&P Defendants Carol Duncan September 20, 2006 by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Rosy Torres for the S&P Defendants	21		September 20, 2006	
Lyman Initial Press Release Lyman Initial Press Release News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Rosy Torres for the S&P Defendants			September 20, 2006	
Mid-November, 2006 News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release September 20, 2006 by oral representations made by Rosy Torres for the S&P Defendants	24	Carol Duncan	September 20, 2006	
September 20, 2006 by oral representations made by Rosy Torres for the S&P Defendants			Mid-November, 2006	Joint Development, S&P Website, Lyman
				for the S&P Defendants

1	Hans Edwards	October 4, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
2		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
3			Joint Development, S&P Website, Lyman Initial Press Release
5		September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
6		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7 8	Melusina Edwards	October 4, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
9		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
10			Joint Development, S&P Website, Lyman Initial Press Release
11		September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
12		September 20, 2006	by oral representations made by Brendan
13		5eptemoer 20, 2000	Mann for the S&P Defendants
14	James P. Egan	Late September, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
15 16		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
17 18		September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
19		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
20	Jeffrey Enslen	April 25, 2007	by receipt of News Release 11/10/06, Trump-
21			Irongate Joint Development, S&P Website,
22			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
23		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24	Mark Eshraghi	Late September to	by receipt of Lyman 9/20/06, receipt of
25		Early October, 2006	Lyman İnitial Press Release
26		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
27			Initial Press Release
28			

1		Late September to Early October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2	Vivian Evans	June 1, 2007	by receipt of News Release 11/10/06, Trump-
3 4			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
5		June 1, 2007	by oral representations made by Renee
		June 1, 2007	Hourston for the S&P Defendants
6 7	Geoffrey Folsom	November 15, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06
8		November, 2006	by oral representations made by Jacquelyn
9		November, 2000	Setter for the S&P Defendants
10		November, 2006	by oral representations made by
11		through August, 2007	ĞROSFÊLD for the IRONGĂTE Defendants
12	Jerry Frazee	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
13		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
14		,	Joint Development, S&P Website, Lyman Initial Press Release
15 16		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
17	Constance Frazee	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
18		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
19			Joint Development, S&P Website, Lyman Initial Press Release
20		0 4 1 20 2006	
21		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
22	Robert H. Frazee	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
23		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
24		,	Joint Development, S&P Website, Lyman Initial Press Release
2526		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
27	Mary Ellen Frazee	September 20, 2006	by receipt of Lyman 9/20/06, receipt of
	2.23.7 2.11.11.11.200	~ 1p. 100 1 20, 2000	Lyman Initial Press Release
28		332	2

1 2		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
3		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
456	Brian Gaber	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
7		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
9		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
10	Cindy Gaber	April 25, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website,
11			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
12 13		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
15 16	George T. Ricks (GTR Properties,	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
17	Inc.)	Mid-November, 2006	News Release 11/10/06, Trump-Irongate
18		wiid-wovember, 2000	Joint Development, S&P Website, Lyman Initial Press Release
19 20		September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
21	Gulf Coast	Dec. 19, 2006	by receipt of Lyman 9/20/06, receipt of
22	Investments, Ltd.		Lyman Înitial Press Release, News Release 11/10/06, Trump-Irongate Joint
23			Development, S&P Website, Lyman Initial Press Release to Philip Mosely
24		Jan. 13, 2007	by oral representations by Alana Jacobs on behalf of IRONGATE to Philip Mosely
25		Jan. 13, 2007	by oral representations Jacquelyn Setter for the S&P Defendants to Philip Mosely
26		Dec. 28, 2006	
27		Dec. 20, 2000	by oral representations Jacquelyn Setter for the S&P Defendants to Philip Mosely
28		334	2

1		Dec. 22, 2006	by an email from Kevin Elrod for the S&P Defendants
3		Dec. 23, 2006	by an email from Kevin Elrod for the S&P Defendants
4	Peter Haidorfer	March 1, 2007	by receipt of News Release 11/10/06, Trump-
5			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
6 7		March 1, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
8		March 1, 2007	by oral representations made by Brendan Mann for the S&P Defendants
9		March 1, 2007	by oral representations made by CRANE for IRONGATE Defendants
11	Larry Harris	October 6, 2006	by receipt of Lyman 9/20/06, receipt of
12		N'1N 1 2006	Lyman Initial Press Release
13		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
1415		October 6, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
16 17	Mary Hetz	April, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
18 19		April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20	Paula Mello	April, 2007	by receipt of News Release 11/10/06, Trump-
21			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
22		April, 2007	by oral representations made by Tracy
23		•	Collingridge for the S&P Defendants
2425	Alice Beas	April, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
26			Lyman 12/11/06
27		April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28			
10		334	

1 2	Hamed Hoshyarsar	June of 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
3		June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
	Daymaan Haghyangan	June of 2007	
5 6	Payman Hoshyarsar	June 01 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
7 8		June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
9	Kenneth Zaccaria	May of 2007	by receipt of News Release 11/10/06, Trump-
10			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
11		June of 2007	by oral representations made by Tracy
12		3dile 01 2007	Collingridge for the S&P Defendants
13	Larry Weiss	May of 2007	by receipt of News Release 11/10/06, Trump-
14			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
15 16		June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17	Mark Ippolito	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
18 19		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
20		September 20, 2006	by oral representations made by Tracy
21		20p. 200 200 200 200 200 200 200 200 200 20	Collingridge for the S&P Defendants
22		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
23	Donald Isbell	April, 2007	by receipt of News Release 11/10/06, Trump-
2425			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
26		April, 2007	by oral representations made by Matias Susel for the S&P Defendants
27			
28		0.4	

1 2	Jeffrey Kaiman	August 7, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
3 4		August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
5	Zaheer Kasad	October 6, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
7		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
8		October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Flor Kasad	October 6, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
11 12		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
13 14		October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
15 16	Christopher Kearney	November 20, 2006	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06
17 18		November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2021		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
22	Grace Kearney	November 20, 2006	by receipt of News Release 11/10/06, Trump-
23			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06
24		November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2526		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
27		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
28		33	
	l ———	FOURTH AMEND	ED COMPLAINT

1 2	John Kehoe	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
3		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5	Elyse Kehoe	April 25, 2007	by receipt of News Release 11/10/06, Trump-
6	·	•	Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
7 8		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
9	Brian Kelley	September, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website,
10			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
11		September, 2007	by oral representations made by Renee
12			Hourston for the S&P Defendants
13		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
1415		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
16 17	Bianka Kelley	September, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
18		September, 2007	by oral representations made by Renee
19			Hourston for the S&P Defendants
20		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
21 22		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
23	Sang Min Kim	September 20, 2006	by receipt of Lyman 9/20/06, receipt of
	~ was g = 1-1-1-1	20p. 200 20, 2000	Lyman Initial Press Release
2425		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
26		September 20, 2006	by oral representations made by Brendan
27		1	Mann for the S&P Defendants
28		337	7

1		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2	King Penguin	Early December, 2006	to Michael Mikelic, officer of King Penguin
3	Properties, LLC		Properties by receipt of News Release 11/10/06, Trump-Irongate Joint
4			Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman
5			12/11/06
6		December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by
7			Rosy Torres for the S&P Defendants
8		December, 2006	to Michael Mikelic, officer of King Penguin
9			Properties by oral representations made by Matias Susel for the S&P Defendant
10	Zeny Lamarsh	September 20, 2006	by receipt of Lyman 9/20/06, receipt of
11			Lyman Initial Press Release
12		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
13			Initial Press Release
14		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
	Michael Lindsay	September 20, 2006	by receipt of Lyman 9/20/06, receipt of
15	Whenaer Emidsay	September 20, 2000	Lyman Initial Press Release
16 17		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
		September 20, 2006	by oral representations made by Tracy
18		5eptember 20, 2000	Collingridge for the S&P Defendants
19	Angela (Van De	September 20, 2006	by receipt of Lyman 9/20/06, receipt of
20	Velde) Lindsay		Lyman Initial Press Release
21		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
22		September 20, 2006	by oral representations made by Tracy
23		r	Collingridge for the S&P Defendants
24	Igor Lukyan	Mid-October, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
25		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
26		,	Joint Development, S&P Website, Lyman Initial Press Release
27		Oct. 15, 2006	by oral representations made by Rosy Torres
28		33	for the S&P Defendants
		FOURTH AMEND	SED COMPLAINT

1 2	Christina Manriquez	September 20, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06
3		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
5	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
6		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
7			Joint Development, S&P Website, Lyman Initial Press Release
8		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
9	Margarita Mendoza Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
11 12		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
13		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
1415	Jose Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
16 17		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
18		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
19 20	Leticia Mendoza	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
21 22		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
23		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2425	Jay Mikulski	April 25, 2007	by receipt of News Release 11/10/06, Trump-
26		r , , , , , , ,	Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
2728		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
		339 FOURTH AMENDE	

1	Darnelia Moller	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
2		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website,
4		September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	James Morrison	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
7 8		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
9		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
10 11	Linda Morrison	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
12 13		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
14		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
151617	Edouard Mouaikel	September 6, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
18		September 6, 2007	by oral representations made by Brendan Mann for the S&P Defendants
19 20	Cynthia Mouaikel	September 6, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
21			Lyman 12/11/06
22		September 6, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2324	Michael R. Mueller Revocable Trust	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
2526		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
27 28		September 20, 2006	to Michael Mueller on behalf of Trust by oral representations made by David Rockey for the S&P Defendants
		340 FOURTH AMENDE	

1	Jennifer A. Mull	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
3		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
4 5		September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
6	Gary P. Scott	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
7 8		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
9 10		September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
11	James Mullany	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
12 13		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
14 15		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
16	Terri L. Mullany	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
17 18		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
19 20		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
21	Con Nguyen	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
22 23		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
2425		September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
26		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2728	Linda Nguyen	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
		341 FOURTH AMENDE	

1 2		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
3		September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
5		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
6 7	Daniel D. Nguyen	December, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
8		October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12 13	Khanh M. Nguyen	December, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
14		October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
15 16		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Ibrahim Najm	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
19 20		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Deborah Najm	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
22			Lyman 12/11/06
2324		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2526	Nizar Najm	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
2728		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
		542 	- COMPLAINT

1 2 3	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
4		April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy
5			Collingridge for the S&P Defendants
6 7		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
8	Derek O'Brien	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
9		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
10			Initial Press Release
11		September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
12 13	Pamala O'Brien	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
14 15		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
16		September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Genoveva Ochoa- Ortiz	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
19		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
20			Initial Press Release
21		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
22	Giuseppe Pannarale	May, 2007	by receipt of News Release 11/10/06, Trump-
2324		• 7	Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
25		February, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
26		February, 2007	by oral representations made by Joel Greene
27			for the S&P Defendants
28		3.4	ব

1	Sophia Pesotchinsky	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
2 3		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
4		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5 6	Leon Pesotchinsky	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
7		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
8		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Thomas Pfleider	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
11 12		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
13 14		October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
15	Christina Pfleider	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
1617		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
18 19		October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20	Ashlyn Pohl	Sept. 25, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website,
21			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
2223		Sept. 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2425	Andrew Pohl	Sept. 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
2627		Sept. 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
28		34	4

1	Manuel A. Ramos	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
2 3		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
4			Initial Press Release
5		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
6	Maria E. Ramos	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
7 8		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
9		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11 12	Farida Razaqi	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
13 14		April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
15 16	Mohammed Razaqi	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
17 18		April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
19 20	Real Development, LLC	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release by Robert Edelman
21		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release by Robert Edelman
22 23		September 20, 2006	by oral representations made by Tracy
24		Septemeer 20, 2000	Collingridge to Robert Edelman
25	Russell Reyes	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
26		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
27			Initial Press Release
28		349	5

1		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2 3	Jennifer Reyes	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
4		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
5		0 1 20 2006	
6 7		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
8	Hadley McGaughey	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
9		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
10			Initial Press Release
11		September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
12 13	Dolores Roberts	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
14 15		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
16		September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
17 18	Raul Robles	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
19		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
20 21		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
22	Sonia Robles	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
23		Mid Navamban 2006	•
24		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
25		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2627	Mike Rodriguez	October, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
28			
		340	6

1 2		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
3		October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
4	Eleanor Santos	April 25, 2007	by receipt of News Release 11/10/06, Trump-
5 6			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
7		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8		April 25, 2007	by oral representations made by Joel Greene
9			for the S&P Defendants
10 11	James Sartain	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
			Lyman 12/11/06
12 13		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
14	Michael Schieble	April 25, 2007	by receipt of News Release 11/10/06, Trump-
15			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
16 17		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18	Melissa Schieble	April 25, 2007	by receipt of News Release 11/10/06, Trump-
19			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
20		April 25, 2007	by oral representations made by Tracy
21		11pm 23, 2007	Collingridge for the S&P Defendants
22	John Schieble	April 25, 2007	by receipt of News Release 11/10/06, Trump-
23			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06,
24			Lyman 12/11/06
25		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
26	Eileen Schieble	April 25, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website,
27			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
28		34	7

1		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
3	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
5		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
6			
7		September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
8	Charles Scibetti,	October 19, 2006	to Plaintiff on behalf of Monument Partners
9	(Monument Partners)		by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
10		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
11 12			Joint Development, S&P Website, Lyman Initial Press Release
12		October 19, 2006	to Plaintiff on behalf of Monument Partners
13 14			by oral representations made by Tracy Collingridge for the S&P Defendants
15		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
16 17		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
18	Alexander Purdie	September 20, 2006	to Plaintiff on behalf of Monument Partners
19	(Monument Partners)	September 20, 2000	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
20		Mid-November, 2006	News Release 11/10/06, Trump-Irongate
21		,	Joint Development, S&P Website, Lyman Initial Press Release
22		October 19, 2006	to Plaintiff on behalf of Monument Partners
23		,	by oral representations made by Tracy Collingridge for the S&P Defendants
24		October 19, 2006	to Plaintiff on behalf of Monument Partners
25			by oral representations made by Brendan Mann for the S&P Defendants
26		October 19, 2006	to Plaintiff on behalf of Monument Partners
27			by oral representations made by Joel Greene for the S&P Defendants
28		3/	8

1 2	Edith Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
3 4		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
5		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
7		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
9		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
11 12	Cynthia Shaw	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release by Robert Edelman
13		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website
14 15		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
16		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17 18	David Shaw	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
19 20		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
21		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2223	Kathryn Kampman	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
24		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
2526		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2728	Patricia Olsen	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
		349 FOURTH AMENDE	

1 2		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
3		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4	Colin Stewart	April 25, 2007	by receipt of News Release 11/10/06, Trump-
5 6			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
7		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
10		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
11 12		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
13	Nelofeir Stewart	April 25, 2007	by receipt of News Release 11/10/06, Trump-
14			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
15 16		April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
18 19		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
20		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
21	Evan St. Germain	September 20, 2006	by receipt of Lyman 9/20/06, receipt of
22			Lyman Initial Press Release
2324		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
25		September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
26		September 20, 2006	by oral representations made by Joel Greene
27			for the S&P Defendants
28		250	

1 2	Li Sun	June, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
3		June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
5	Jane Jin	June, 2007	by receipt of News Release 11/10/06, Trump-
6			Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
7 8		June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
9	John Trujillo	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
10		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman
11 12			Initial Press Release
13		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
14	Atul Vachhani	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website,
15			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
16 17		April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
18	Raju Vachhani	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website,
19			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
20		April 25, 2007	by oral representations made by Matias Susel
21			for the S&P Defendants
22	Paul Warren	April 25, 2007	by receipt of News Release 11/10/06, Trump- Irongate Joint Development, S&P Website,
23			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
2425		April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
26	Mickey Weizmann	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website,
27			Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
28		38	•

1		April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
2 3 4	Christine Wiese	April 25, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
5		April 25, 2007	by oral representations made by Renee Hourston for the S&P Defendants
6 7	Andre Williams	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
8		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
10		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
11 12	Jack Winer	September 20, 2006	by receipt of Lyman 9/20/06, receipt of Lyman Initial Press Release
13 14		Mid-November, 2006	News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release
15		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
161718	Dennis Wong	September 20, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
19		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
202122	Alice Lu	September 20, 2006	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
23		September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
242526	Yi Zhang	May, 2007	by receipt of News Release 11/10/06, Trump-Irongate Joint Development, S&P Website, Lyman Initial Press Release, Lyman 9/20/06, Lyman 12/11/06
27		May, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
28		352	2

FOURTH AMENDED COMPLAINT

V. **Misrepresentation Set Number 5:**

Notwithstanding their current denial of these representations, at all times during the sales and marketing of the Project, and through December 23, 2008, PB Impulsores was owned and operated by the Developer Defendants.

395. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 5 was made to the identified Plaintiffs by way of:

1. By oral statements made by the identified S&P Defendants' sales personnel.

11

2. In correspondence wherein Donald J. "Trump and Irongate" principal, Jason Grosfeld sign a letter on **PB Impulsores** letterhead as the developers of the Project. Though each of the Tower 1 Plaintiffs to this Action, (excepting therefrom Kelley) received this letter, Plaintiffs attach only a single exemplary copy of this letter hereto as **Exhibit 43** (the "Trump-Grosfeld Letter").

3. By oral statements made by the identified **IRONGATE Defendants**' personnel.

396. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 5 were made to the following Plaintiffs in the manner set forth as follows:

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Plaintiff

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23

1 mintin	On or About / In or About / In or About	by whom, and in what manner
Claudia Abuin	On or before December 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants ;

Representations Made

28

Ry Whom, and in What Manner

1		Late August, 2007	Trump-Grosfeld Letter
2	Phillip Ahn	On or before December 7, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3		Late August, 2007	Trump-Grosfeld Letter
5	Bruce Albert	June, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
6 7	Eduardo J. Almeida	June, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8	Anisha Antony	On or before December 7, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
9		Late August, 2007	Trump-Grosfeld Letter
10 11	Rahul Singh	On or before December 7, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
12		Late August, 2007	Trump-Grosfeld Letter
13	Kirupairaj Asirvatham	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	David Atherton	October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
17		Late August, 2007	Trump-Grosfeld Letter
18 19		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
20	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
2122	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
23	Rakesh Bajaria	On or before December 8, 2006	by oral representations made by Matias Susel for the S&P Defendants
24		Late August, 2007	Trump-Grosfeld Letter
2526	Himat Desai	On or before December 7, 2006	by oral representations made by Matias Susel for the S&P Defendants
27		Late August, 2007	Trump-Grosfeld Letter
28			
		35	5/1

1	Himmat Thummar	On or before December 7, 2006	by oral representations made by Matias Susel for the S&P Defendants
2		Late August, 2007	Trump-Grosfeld Letter
3 4	Carlos Bardmess	On or before December 7, 2006	by oral representations made by Rosy Torres, Brendan Mann for the S&P Defendants
5		Late August, 2007	Trump-Grosfeld Letter
6 7	Sandra Bardmess	On or before December 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8 9		On or before December 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10		Late August, 2007	Trump-Grosfeld Letter
11 12	Andrew Bryant	On or before December 7, 2006	by oral representations made by Rosy Torres, David Rockey, Brendan Mann for the S&P Defendants
13		Late August, 2007	Trump-Grosfeld Letter
14 15	Andrea Bryant	On or before December 7, 2006	by oral representations made by Rosy Torres, David Rockey, Brendan Mann for the S&P Defendants
16		Late August, 2007	Trump-Grosfeld Letter
17	Rich Bartone	On or before December 7, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
18 19		November, 2006	by oral representations made by Brendan Mann for the S&P Defendants
20		September, 2006	by oral representations made by Joel
21		1 ,	Greene for the S&P Defendants
22		Late August, 2007	Trump-Grosfeld Letter
23	Jamie Besaw	November, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
24		Late August, 2007	Trump-Grosfeld Letter
25	Bizness Developers,	February, 2007	by oral representations made by Brendan Mann for the S&P
26	LLC		Defendants to Richard Melton
27			

1 2		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants to Richard Melton
3		Late August, 2007	Trump-Grosfeld Letter
4	Gregory Callegari	Mid-to late November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
7		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
8		Late August, 2007	Trump-Grosfeld Letter
9	Mauricio Caycedo	June, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
11	Henry Hsu Chai	Late September, Early October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
12		Late August, 2007	Trump-Grosfeld Letter
13 14	Daniel Cota	Late October to Early November, 2006	by oral representations made by Renee Hourston for the S&P Defendants
15		Late August, 2007	Trump-Grosfeld Letter
16	Anna Cota	Late October to Early November, 2006	by oral representations made by Renee Hourston for the S&P Defendants
17		Late August, 2007	Trump-Grosfeld Letter
18 19	David Cowgill	November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
21		Late August, 2007	Trump-Grosfeld Letter
22 23	David Crossley	June, 2007	by oral representations made by BJ Turner for the S&P Defendants
24	Carol Crossley	June, 2007	by oral representations made by BJ Turner for the S&P Defendants
2526	Robert Culbertson	June, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
27	Sylvia Culbertson	June, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
28			

1	Sam Dunham	November, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2		Late August, 2007	Trump-Grosfeld Letter
3	Cecilia Dunham	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5		Late August, 2007	Trump-Grosfeld Letter
6	Steven Drake	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
7 8		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
9		Late August, 2007	Trump-Grosfeld Letter
10	Linda Drake	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
13	L	Late August, 2007	Trump-Grosfeld Letter
14	Carol Duncan	November 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15		Late August, 2007	Trump-Grosfeld Letter
16 17	Hans Edwards	November 15, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
18 19		December 1, 2006	by oral representations made by Brendan Mann for the S&P Defendants
20		Late August, 2007	Trump-Grosfeld Letter
21	Melusina Edwards	November 15, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
2223		December 1, 2006	by oral representations made by Brendan Mann for the S&P Defendants
24		Late August, 2007	Trump-Grosfeld Letter
25	James P. Egan	November 15, 2006	by oral representations made by Kevin
26	vanios i . Egan	1.0.0111001 10, 2000	Elrod for the S&P Defendants
27		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
28		31	57

1		Late August, 2007	Trump-Grosfeld Letter
2	Jeffrey Enslen	June 8, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
3	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5		Late August, 2007	Trump-Grosfeld Letter
6	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
7 8	Geoffrey Folsom	November, 2006 and June, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
9		November, 2006 through August, 2007	by oral representations made by GROSFELD for the IRONGATE Defendants
11		Late August, 2007	Trump-Grosfeld Letter
12	Jerry Frazee	December 1, 2006	by oral representations made by Marie
13			Laure Frere for the S&P Defendants
14		Late August, 2007	Trump-Grosfeld Letter
15	Constance Frazee	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16		Late August, 2007	Trump-Grosfeld Letter
17 18	Robert H. Frazee	December 1, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19		Late August, 2007	Trump-Grosfeld Letter
20	Mary Ellen Frazee	December 1, 2006	by oral representations made by
21			Brendan Mann for the S&P Defendants
22		Late August, 2007	Trump-Grosfeld Letter
23	Brian Gaber	June 1, 2007	by oral representations made by Tracy
24			Collingridge for the S&P Defendants
25		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
26	Cindy Gaber	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
27			Commignage for the Ster Defendants
28		3.5	58

1		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
2	George T. Ricks	December 1, 2006	by oral representations made by Ryan
3	(GTR Properties, Inc.)		Bicknell for the S&P Defendants
4		Late August, 2007	Trump-Grosfeld Letter
5	Gulf Coast	December 19, 2006	by oral representations made to Philip
6	Investments, Ltd.		Mosely by Kevin Elrod for the S&P Defendants
7		December 19, 2006	by oral representations made to Philip
8			Mosely by Jacquelyn Setter for the S&P Defendants
9		Late August, 2007	Trump-Grosfeld Letter
10	Peter Haidorfer	Early March, 2007	by oral representations made by Ryan
11			Bicknell for the S&P Defendants
12 13		Early March, 2007	by oral representations made by Brendan Mann for the S&P Defendants
14		Early March, 2007	by oral representations made by
15		Early March, 2007	CRANE for IRONGATE Defendants
16		Late August, 2007	Trump-Grosfeld Letter
17	Larry Harris	October 6, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
18		Late August, 2007	Trump-Grosfeld Letter
19	Mary Hetz	April, 2007	by oral representations made by Tracy
20	D 1 1/1		Collingridge for the S&P Defendants
21	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22	Alice Beas	April, 2007	by oral representations made by Tracy
23		- 1 10 - 00 -	Collingridge for the S&P Defendants
24	Hamed Hoshyarsar	July 18,2007	by oral representations made by Tracy Collingridge for the S&P Defendants
25	Payman Hoshyarsar	July 18, 2007	by oral representations made by Tracy
26			Collingridge for the S&P Defendants
27	Kenneth Zaccaria	July 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28			

1	Larry Weiss	July 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3	Mark Ippolito	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
5		Late August, 2007	Trump-Grosfeld Letter
6 7	Donald Isbell	April, 2007	by oral representations made by Matias Susel for the S&P Defendants
8	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
9	Zaheer Kasad	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11		Late August, 2007	Trump-Grosfeld Letter
12	Flor Kasad	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
13		Late August, 2007	Trump-Grosfeld Letter
14 15	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
16 17		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
18		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
19		Late August, 2007	Trump-Grosfeld Letter
20	Grace Kearney	November 20, 2006	by oral representations made by
21			Brendan Mann for the S&P Defendants
22		November 20, 2006	by oral representations made by Tracy
23			Collingridge for the S&P Defendants
24		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
25		Late August, 2007	Trump-Grosfeld Letter
26	John Kehoe	June 1, 2007	by oral representations made by Tracy
27			Collingridge for the S&P Defendants
28		,	260

1	Elyse Kehoe	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
4		September, 2007	by oral representations made by
5			Brendan Mann for the S&P Defendants
6		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
7 8	Bianka Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
9		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
11		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
12	Sang Min Kim	Mid to Late	by oral representations made by
13		November, 2006	Brendan Mann for the S&P Defendants
14 15		December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16 17	King Penguin Properties, LLC	December 1, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Rosy Torres for the S&P Defendants
18		December 1, 2006	to Michael Mikelic, officer of King
19 20			Penguin Properties by oral representations made by Matias Susel for the S&P Defendants
21		Late August, 2007	Trump-Grosfeld Letter
22	Zeny Lamarsh	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
23		Late August, 2007	Trump-Grosfeld Letter
2425	Michael Lindsay	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
26		Late August, 2007	Trump-Grosfeld Letter
27	Angela (Van De Velde) Lindsay	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
28	- · · · · · · · · · · · · · · · · · · ·	20	

1	Igor Lukyan	December 1, 2006	by oral representations made by Rosy
2			Torres for the S&P Defendants
3		Late August, 2007	Trump-Grosfeld Letter
4	Christina Manriquez	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
5		Late August, 2007	Trump-Grosfeld Letter
6	MA. Guadalupe Mendoza Mendoza	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
7		Late August, 2007	Trump-Grosfeld Letter
8 9	Margarita Mendoza	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10		Late August, 2007	Trump-Grosfeld Letter
11	Jose Mendoza	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
12		Late August, 2007	Trump-Grosfeld Letter
13 14	Leticia Mendoza	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15		Late August, 2007	Trump-Grosfeld Letter
16	Jay Mikulski	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
19		March, 2007	by oral representations made by FEDERMAN for the IRONGATE
20			Defendants
21		Late August, 2007	Trump-Grosfeld Letter
22	James Morrison	December 1, 2006	by oral representations made by Renee Hourston for the S&P Defendants
23		Late August, 2007	Trump-Grosfeld Letter
2425	Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
26		Late August, 2007	Trump-Grosfeld Letter
27	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
28		36	32

1	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
2	Michael R. Mueller Revocable Trust	December 1, 2006	by oral representations made by David Rockey for the S&P Defendants to Michael Mueller on behalf of Trust
4		Late August, 2007	Trump-Grosfeld Letter
5	T 'C A N. 11	,	•
6	Jennifer A. Mull	December 1, 2006	by oral representations made by David Rockey for the S&P Defendants
7		Late August, 2007	Trump-Grosfeld Letter
8	Gary P. Scott	December 1, 2006	by oral representations made by David Rockey for the S&P Defendants
9		Late August, 2007	Trump-Grosfeld Letter
10 11	James Mullany	December 1, 2006	by oral representations made by Matias Susel for the S&P Defendants
12		Late August, 2007	Trump-Grosfeld Letter
13	Terri L. Mullany	December 1, 2006	by oral representations made by Matias Susel for the S&P Defendants
14		Late August, 2007	Trump-Grosfeld Letter
15 16	Con Nguyen	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
17		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
18		Late August, 2007	Trump-Grosfeld Letter
19 20	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
21		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
22		Late August, 2007	Trump-Grosfeld Letter
23	Daniel D. Neuven	,	•
24	Daniel D. Nguyen	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
25		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
26	Khanh M. Nguyen	December 1, 2006	by oral representations made by Tracy
27			Collingridge for the S&P Defendants

1		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
2 3	Ibrahim Najm	June 8, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Deborah Najm	June 8, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5	Nizar Najm	June 8, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made
8 9			by Tracy Collingridge for the S&P Defendants
10		April 1, 2007	by oral representations made by Joel Greene for the S&P Defendants to Kelly Oberbillig and Susan Oberbillig
11		Late August, 2007	Trump-Grosfeld Letter
12 13	Derek O'Brien	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
14		Late August, 2007	Trump-Grosfeld Letter
15	Pamala O'Brien	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Genoveva Ochoa- Ortiz	December 1, 2006	by oral representations made by Matias Susel for the S&P Defendants
18		Late August, 2007	Trump-Grosfeld Letter
19	Giuseppe Pannarale	June 8, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2021		May, 2007	by oral representations made by Joel Greene for the S&P Defendants
22	Sophia Pesotchinsky	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
23		Late August, 2007	Trump-Grosfeld Letter
2425	Leon Pesotchinsky	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
26		Late August, 2007	Trump-Grosfeld Letter
27	Thomas Pfleider	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
28		a	64

1		Late August, 2007	Trump-Grosfeld Letter
2	Christina Pfleider	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3		Late August, 2007	Trump-Grosfeld Letter
5	Ashlyn Pohl	September 20, 2007	by oral representations made by Brendan Mann for the S&P Defendants
6 7	Andrew Pohl	September 20, 2007	by oral representations made by Brendan Mann for the S&P Defendants
8 9	Manuel A. Ramos	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10		Late August, 2007	Trump-Grosfeld Letter
11	Maria E. Ramos	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
12		Late August, 2007	Trump-Grosfeld Letter
13 14	Farida Razaqi	June 8, 2007	by oral representations made by Matias Susel for the S&P Defendants
15	Mohammed Razaqi	June 8, 2007	by oral representations made by Matias Susel for the S&P Defendants
16 17	Real Development, LLC	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants to Robert Edelman
18		Late August, 2007	Trump-Grosfeld Letter
19 20	Russell Reyes	December 1, 2006	by oral representations made by Renee Hourston for the S&P Defendants
21		Late August, 2007	Trump-Grosfeld Letter
22	Jennifer Reyes	December 1, 2006	by oral representations made by Renee Hourston for the S&P Defendants
23		Late August, 2007	Trump-Grosfeld Letter
2425	Hadley McGaughey	December 1, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
26		Late August, 2007	Trump-Grosfeld Letter
27 28	Dolores Roberts	December 1, 2006	by oral representations made by Jay LeDuc for the S&P Defendants

1		Late August, 2007	Trump-Grosfeld Letter
2	Raul Robles	December 1, 2006	by oral representations made by Matias Susel for the S&P Defendants
3		Late August, 2007	Trump-Grosfeld Letter
5	Sonia Robles	December 1, 2006	by oral representations made by Matias Susel for the S&P Defendants
6		Late August, 2007	Trump-Grosfeld Letter
7 8	Mike Rodriguez	December 1, 2006	by oral representations made by Marie Laure Frere and Brendan Mann for the S&P Defendants
9		Late August, 2007	Trump-Grosfeld Letter
10	Eleanor Santos	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
13 14	James Sartain	June 1, 2007	by oral representations made by Brendan Mann for the S&P Defendants
15	Michael Schieble	June 8, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Melissa Schieble	June 8, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18	John Schieble	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19			
20	Eileen Schieble	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Schmidt Family	December 1, 2006	to Joseph Schmidt on behalf of Trust
22	Trust	December 1, 2000	by oral representations made by Renee Hourston for the S&P Defendants
23		Late August, 2007	Trump-Grosfeld Letter
24	Charles Scibetti,	December 1, 2006	to Plaintiff on behalf of Monument
25	(Monument Partners)	20011001 1, 2000	Partners by oral representations made by Tracy
26	,		Collingridge for the S&P Defendants
27			

1 2		December 1, 2006	by oral representations made by Brendan Mann for the S&P Defendants to Plaintiff on behalf of Monument Partners
3		December 1, 2006	by oral representations made by Joel
4 5		December 1, 2000	Greene for the S&P Defendants to Plaintiff on behalf of Monument Partners
6		Late August, 2007	Trump-Grosfeld Letter
7	Alexander Purdie	December 1, 2006	by oral representations made by Tracy
8	(Monument Partners)		Collingridge for the S&P Defendants to Plaintiff on behalf of Monument Partners
9		December 1, 2006	by oral representations made by
10 11			Brendan Mann for the S&P Defendants to Plaintiff on behalf of Monument
			Partners
12		December 1, 2006	by oral representations made by Joel Greene for the S&P Defendants
13 14			to Plaintiff on behalf of Monument Partners
15		Late August, 2007	Trump-Grosfeld Letter
16 17	Edith Purdie (Monument Partners)	December 1, 2006	by oral representations made by Brendan Mann for the S&P Defendants to Plaintiff on behalf of Monument Partners
18		D 1 1 2006	
19		December 1, 2006	by oral representations made by Joel Greene for the S&P Defendants to Plaintiff on behalf of Monument
20			Partners
21		Late August, 2007	Trump-Grosfeld Letter
22	Cynthia Shaw	December 1, 2006	by oral representations made by Brendan Mann for the S&P
23			Defendants
24		December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
25		Late August, 2007	Trump-Grosfeld Letter
26			
2728	David Shaw	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
40		;	367

1		Late August, 2007	Trump-Grosfeld Letter
2	Kathryn Kampman	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
3		Late August, 2007	Trump-Grosfeld Letter
5	Patricia Olsen	December 1, 2006	by oral representations made by Rosy Torres for the S&P Defendants
6		Late August, 2007	Trump-Grosfeld Letter
7	Colin Stewart	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9		June 1, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
10		June 1, 2007	by oral representations made by Joel Greene for the S&P Defendants
11 12	Nelofeir Stewart	June 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13		June 1, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
1415		June 1, 2007	by oral representations made by Joel Greene for the S&P Defendants
16	Evan St.Germain	December 1, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18		December 1, 2006	by oral representations made by Joel Greene for the S&P Defendants
19		Late August, 2007	Trump-Grosfeld Letter
20	Li Sun	June 1, 2007	by oral representations made by Ryan Bicknell for the S&P Defendant
21 22	Jane Jin	June 1, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
23	John Trujillo	December 1, 2006	by oral representations made by Renee Hourston for the S&P Defendants
24		Late August, 2007	Trump-Grosfeld Letter
2526	Atul Vachhani	June 1, 2007	by oral representations made by Matias Susel for the S&P Defendants
27	Raju Vachhani	June 1, 2007	by oral representations made by Matias Susel for the S&P Defendants
28			

1 2	Paul Warren	June 1, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
3	Mickey Weizmann	June 1, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
45	Christine Wiese	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
6	Andre Williams	December 1, 2006	by oral representations made by Matias Susel for the S&P Defendants
7		Late August, 2007	Trump-Grosfeld Letter
8 9	Jack Winer	December 1, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10		Lata August 2007	Trump Granfald Latter
11	D ' W	Late August, 2007	Trump-Grosfeld Letter
12	Dennis Wong	December 1, 2006	by oral representations made by Renee Hourston for the S&P Defendants
13		Late August, 2007	Trump-Grosfeld Letter
14	Alice Lu	December 1, 2006	by oral representations made by Renee Hourston for the S&P Defendants
15		Late August, 2007	Trump-Grosfeld Letter
16	V: 71	G ,	•
17	Yi Zhang	June 8, 2007	by oral representations made by Jacquelyn Setter, Tracy Collingridge for the S&P Defendants

VI. Misrepresentation Set Number 6:

Developer Defendants through the Developer Agent Defendants represented that the use of the monies that the buyers placed into escrow would be accounted for and monitored on a regular basis by a company known as California Fund Control, a joint control agent licensed by the California Department of Corporations, which company was to provide, and that the buyers would receive regular updates and accountings of the use of the funds, and that the buyers' monies would be held and safeguarded by American Companies; that Plaintiffs' deposits would be further safeguarded in that in order for the Developer Defendants to withdraw monies, they had to provide documentation to the

Buyers, stating what that money was to be used for, and further that the Buyers would receive regular audit reports regarding the use of their funds from California Fund Control, and that the monies on deposit in escrow, from which Developer Defendants would draw would be used in good faith, and in accordance with proper and prudent construction and development standards.

397. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 6 was made to the identified Plaintiffs by way of:

1. By oral statements made by the identified **S&P Defendants**' sales personnel.

2. By oral statements made by the identified **IRONGATE Defendants**' personnel.

3. In addition to those specific oral representations set forth hereinbelow, these representations were made to each and every Plaintiff by the **Developer Defendants** and **Developer Agent Defendants** by way of principles of Agency, through both the oral representations referenced hereinabove, and by way of the written provisions within the Purchase Agreements which indicated the same.

398. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 6 were made to the following Plaintiffs in the manner set forth as follows:

Plaintiff	Representations Made On or About / In or About / In or About	By Whom, and in What Manner
Claudia Abuin	December 11, 2006	by oral representations made by Rosy Torres for the S&P Defendants

1	Phillip Ahn	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
4	Bruce Albert	May, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
5	Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
8 9	Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
10	Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
1415		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
16		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
19	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
2021	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
22		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2324	Himat Desai	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
25	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2627	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
28		371	

1		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
4		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
56	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
7		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
8 9	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
1	Rich Bartone	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
16	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
.7	Bizness Developers, LLC	February, 2007	by oral representations made by Brendan Mann for the S&P Defendants to Richard Melton
20		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants to Richard Melton
21	Gregory Callegari	Mid-to late November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
23		Mid-to late November, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
24 25	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
26	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
27 28	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
		372	

1	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2 3	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
5	David Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
7	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
8 9	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
10	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
11 12	Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
13	Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
14 15	Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
19		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2021	Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
22	Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
2324		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
25	Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
2627		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
28			
	I	373	

1	James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
2 3		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
4	Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
7	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
8 9	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
10	Geoffrey Folsom	November, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
11 12		November, 2006 through August, 2007	by oral representations made by GROSFELD for the IRONGATE Defendants
13 14	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
15	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16 17	Robert H. Frazee and	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
18	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19 20	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
2223	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
2526	George T. Ricks (GTR Properties, Inc.)	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants to George Ricks
27 28			
-		37/	

1 2	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by oral representations made by Kevin Elrod for the S&P Defendants to Philip Mosely
3		Dec. 19, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
5	Peter Haidorfer	Early March, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
6		Early March, 2007	by oral representations made by Brendan Mann for the S&P Defendants
7 8		Early March, 2007	by oral representations made by CRANE for the IRONGATE Defendants
9	Larry Harris	October 6, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
10 11	Mary Hetz	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
12	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13 14	Alice Beas	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
15	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Payman Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18	Kenneth Zaccaria	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20	Larry Weiss	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Mark Ippolito	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
24	Donald Isbell	April, 2007	by oral representations made by Matias Susel for the S&P Defendants
2526	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
27	Zaheer Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
28		275	

1	Flor Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2 3	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
4		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
5		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
7	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
16		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
17 18		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
19	Bianka Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
2021		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
22		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
2324	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
25		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2627	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Rosy Torres for the S&P Defendants
28		376	
		FOURTH AMENDED	COMPLAINT

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	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Matias Susel for the S&P Defendants
Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
Angela (Van De Velde) Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
Igor Lukyan	Oct. 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
MA C 11	G . 1 20 2006	
MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
Margarita Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
Jose Mendoza	September 20, 2006	by oral representations made by Rosy
		Torres for the S&P Defendants
Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
James Morrison	September 20, 2006	by oral representations made by Renee
	•	Hourston for the S&P Defendants
Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
Edouard Mouaikel	September 6, 2007	by oral representations made by Matias
	•	Susel for the S&P Defendants
Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
Michael R. Mueller	September 20, 2006	to Michael Mueller on behalf of Trust
Revocable Trust		by oral representations made by David Rockey for the S&P Defendants
Jennifer A. Mull	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
	Michael Lindsay Angela (Van De Velde) Lindsay Igor Lukyan Christina Manriquez MA. Guadalupe Mendoza Mendoza Mendoza Jose Mendoza Leticia Mendoza Jay Mikulski Darnelia Moller James Morrison Linda Morrison Edouard Mouaikel Cynthia Mouaikel Michael R. Mueller Revocable Trust	Zeny Lamarsh September 20, 2006 Michael Lindsay September 20, 2006 Angela (Van De Velde) Lindsay Igor Lukyan Oct. 15, 2006 Christina Manriquez September 20, 2006 MA. Guadalupe September 20, 2006 Margarita Mendoza September 20, 2006 Margarita Mendoza September 20, 2006 Leticia Mendoza September 20, 2006 Leticia Mendoza September 20, 2006 Jay Mikulski April 25, 2007 Darnelia Moller September 20, 2006 Linda Morrison September 20, 2006 Edouard Mouaikel September 6, 2007 Cynthia Mouaikel September 6, 2007 Michael R. Mueller Revocable Trust Jennifer A. Mull September 20, 2006

1	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
3	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
4	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5 6	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
7		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
8 9	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
1415	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19	Deborah Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy
2324		April 25, 2007	Collingridge for the S&P Defendants by oral representations made by Joel Greene for the S&P Defendants
25	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2627	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy
28		378	Collingridge for the S&P Defendants

1	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
3	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
4		May, 2007	by oral representations made by Joel Greene for the S&P Defendants
5 6	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
7	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
8 9	Thomas Pfleider	August 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	Ashlyn Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
13	Andrew Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
14 15	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
17 18	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
19	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
20 21	Real Development, LLC	September 20, 2006	To Robert Edelman by oral representations made by Tracy Collingridge for the S&P Defendants
2223	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
24	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2526	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
27	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
28		370	

1	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
3	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
4	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5 6	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
8	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
10	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
18 19	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
20	,	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
21			
2223		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
24	Alexander Purdie	September 20, 2006	to Plaintiff on behalf of Monument Partners
25	(Monument Partners)	•	by oral representations made by Tracy Collingridge for the S&P Defendants
26		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan
27			Mann for the S&P Defendants
28			

1 2		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
3	Edith Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
4	r artifers)	G . 1 . 20 . 2006	
5 6		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
7 8		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
9	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
10 11		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
12	David Shaw	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
13 14	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
16 17	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
19 20		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
21		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2223	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
2526		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
27	Evan St.Germain	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
28		381	

1		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2 3	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
4	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
5 6	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
7	Atul Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
8 9	Raju Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
10	Paul Warren	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
11 12	Mickey Weizmann	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
13	Christine Wiese	April 25, 2007	by oral representations made by Renee Hourston for the S&P Defendants
1415	Andre Williams	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
16	Jack Winer	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
17 18	Dennis Wong	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
19	Alice Lu	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2021	Yi Zhang	May-June, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
	l		

VII. <u>Misrepresentation Set Number 7</u>:

That the Developer Defendants had secured construction financing through a European Bank, and that it was easier for the Developer Defendants, represented to be "Trump and Irongate," to get financing than anyone else because:

a. The TRUMP Defendants are involved as the developers of the Project;

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1		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
3	Bruce Albert	May, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
4	Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
7	Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
8 9	Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
14 15		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
16	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
17 18	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
19	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
20 21		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
22	Himat Desai	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2324	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
25	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2627		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
28			
	1	384	

1	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
3		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
5 6		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
7	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
10	Rich Bartone	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
13		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
14 15	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16 17	Bizness Developers, LLC	February, 2007	by oral representations made by Brendan Mann for the S&P Defendants to Richard Melton
18		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
19 20	Gregory Callegari	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
2223		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
24	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
2526	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
27	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
28		3	85

1	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
3	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
5 6	David Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
7	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
8 9	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
10	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
11 12	Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
13	Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
1415	Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
19		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
20 21	Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
22	Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
2324		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
25	Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
2627		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
28			

1	James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
3		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
4	Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
7	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendant
8	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
10	Geoffrey Folsom	November, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
11 12		November, 2006 through August, 2007	by oral representations made by GROSFELD for the IRONGATE Defendants
13 14	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
15	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16 17	Robert H. Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
18	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
1920	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
22 23	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
2526	George T. Ricks (GTR Properties, Inc.)	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants to George T. Ricks
2728	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by oral representations made by Kevin Elrod for the S&P Defendants to Philip Mosely

1		Dec. 19, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
3	Peter Haidorfer	Early March, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
4		Early March, 2007	by oral representations made by Brendan Mann for the S&P Defendants
5 6		Early March, 2007	by oral representations made by CRANE for IRONGATE Defendants
7	Larry Harris	October 6, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
8 9	Mary Hetz	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	Alice Beas	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15	Payman Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	Kenneth Zaccaria	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Larry Weiss	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19	Mark Ippolito	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21		September 20, 2006	by oral representations made by Joel Greene
22	Donald Isbell	April, 2007	for the S&P Defendants by oral representations made by Matias
2324	Jeffrey Kaiman	August 7, 2007	Susel for the S&P Defendants by oral representations made by Renee
25	Zaheer Kasad	October 6, 2006	Hourston for the S&P Defendants by oral representations made by Marie Laure
26		,	Frere for the S&P Defendants
27	Flor Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
28		388	8

1	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
3		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
5 6	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
10	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
1415		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
16		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
17 18	Bianka Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
19		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2021		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
22	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2324		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
25	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by
26			Rosy Torres for the S&P Defendants
2728		December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Matias Susel for the S&P Defendants
		389	

1	Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2 3	Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Angela (Van De Velde) Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Igor Lukyan	Oct. 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
7	Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8 9	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10	Margarita Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
11 12	Jose Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
13	Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
14 15	Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	James Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
19	Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
20 21	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
22	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
23 24	Michael R. Mueller Revocable Trust	September 20, 2006	to Michael Mueller on behalf of Trust by oral representations made by David
25	Jennifer A. Mull	September 20, 2006	Rockey for the S&P Defendants by oral representations made by David
26	71. 141411	50ptemoer 20, 2000	Rockey for the S&P Defendants
27	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
28		200	

1	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
3	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
4	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
7	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
10	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
13	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
16	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Deborah Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy
22		April 25, 2007	Collingridge for the S&P Defendants by oral representations made by Joel Greene
23			for the S&P Defendants
24	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2526	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
27	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
28		30	1

1	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
3		May, 2007	by oral representations made by Joel Greene for the S&P Defendants
4	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5 6	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
7	Thomas Pfleider	Aug. 0f 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Ashlyn Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
11 12	Andrew Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
13	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
1415	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
17 18	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
19	Real Development, LLC	September 20, 2006	To Robert Edelman by oral representations made by Tracy Collingridge for the S&P
20			Defendants
21	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2223	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
24	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
2526	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
27	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
28			202

1	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
3	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
4	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
7	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
8	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
16 17	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
18 19		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
20		October 19, 2006	to Plaintiff on behalf of Monument Partners
21		October 19, 2000	by oral representations made by Joel Greene for the S&P Defendants
22	Alexander Purdie	September 20, 2006	to Plaintiff on behalf of Monument Partners
23	(Monument Partners)		by oral representations made by Tracy Collingridge for the S&P Defendants
2425		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
2627		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
28			202

1 2	Edith Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
3		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan
4			Mann for the S&P Defendants
56		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
7	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10	David Shaw	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
11 12	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
13	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
1415	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
17 18		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
19		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
20 21	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
23		April 25, 2007	by oral representations made by Joel Greene
24	Evan St.Germain	Santambar 20, 2006	for the S&P Defendants by oral representations made by Tracy
25	Evan St. Octiliani	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2627		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
28			
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1	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
3	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
4	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
5 6	Atul Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
7	Raju Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
8	Paul Warren	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
10	Mickey Weizmann	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
11 12	Christine Wiese	April 25, 2007	by oral representations made by Renee Hourston for the S&P Defendants
13	Andre Williams	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
1415	Jack Winer	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16	Dennis Wong	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
17 18	Alice Lu	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
19	Yi Zhang	May-June, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
20			

VIII. <u>Misrepresentation Set Number 8</u>:

Financing for the buyers would be made available through U.S. lenders, and due to the fact that it was a "Trump" Project, financing would be readily available. Further the buyers could be assured that the Project would be completed or receive 100% of their deposits back from the Developer Defendants.

401. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 8 was made to the identified Plaintiffs by way of:

- 1. By oral statements made by the identified **S&P Defendants** sales personnel.
- **2.** By oral statements made by the identified **IRONGATE Defendants'** personnel.

402. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 8 were made to the following Plaintiffs in the manner set forth as follows:

Plaintiff	Representations Made On or About / In or About / In or About	By Whom, and in What Manner
Claudia Abuin	December 11, 2006	by oral representations made by Rosy Torres for the S&P Defendants
Phillip Ahn	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
	September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
Bruce Albert	May, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants

1	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
4		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
5 6	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
7	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
8	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
10		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
11 12	Himat Desai	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
13	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
14 15	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
16		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17 18	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2021	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
22		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
23	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2425		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
26	Rich Bartone	September 20, 2006	by oral representations made by Tracy
27			Collingridge for the S&P Defendants
28		3:	97

1		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
3		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
4	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5 6	Bizness Developers, LLC	February, 2007	by oral representations made by Brendan Mann for the S&P Defendants to Richard Melton
7 8		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
9	Gregory Callegari	Mid-to late November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10 11		Mid-to late November, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
12		Mid-to late November, 2006	by oral representations made by Joel Greene for the S&P Defendants
13 14	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
15	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
18	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
19 20	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
21		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2223	David Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
24	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
2526	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
27	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
28		21	08

Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
	September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
	September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
Geoffrey Folsom	November, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
	_	00
	Cecilia Dunham Steven Drake Linda Drake Carol Duncan Hans Edwards Melusina Edwards James P. Egan Jeffrey Enslen Mark Eshraghi Vivian Evans	Cecilia Dunham September 20, 2006 Steven Drake September 20, 2006 Linda Drake September 20, 2006 Linda Drake September 20, 2006 September 20, 2006 Carol Duncan September 20, 2006 Hans Edwards September 20, 2006 September 20, 2006 Melusina Edwards September 20, 2006 Vivian Evans June 1, 2007 Geoffrey Folsom November, 2006

1			by oral representations made by GROSFELD for the IRONGATE Defendants
3	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
4	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5 6	Robert H. Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8 9	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
11 12	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
1415	George T. Ricks (GTR Properties, Inc.)	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants to George T. Ricks
16 17	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by oral representations made by Kevin Elrod for the S&P Defendants to Philip Mosely
18 19		Dec. 19, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
20	Peter Haidorfer	Early March, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
21 22		Early March, 2007	by oral representations made by Brendan Mann for the S&P Defendants
23		Early March, 2007	by oral representations made by CRANE for IRONGATE Defendants
2425	Larry Harris	October 6, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
26	Mary Hetz	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2728	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
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1	Alice Beas	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Payman Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Kenneth Zaccaria	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	Larry Weiss	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8	Mark Ippolito	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12	Donald Isbell	April, 2007	by oral representations made by Matias Susel for the S&P Defendants
13	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
1415	Zaheer Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16	Flor Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
17 18	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
22	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2324		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
25		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2627	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28			
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1	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
4		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
5 6		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
7	Bianka Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
8		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
10		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
1112	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
13		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
1415	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Rosy Torres for the S&P Defendants
1617		December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Matias Susel for the S&P Defendants
18 19	Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
20	Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
21 22	Angela (Van De Velde) Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
23	Igor Lukyan	Oct. 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2425	Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
26	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2728	Margarita Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
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1	Jose Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
3	Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4	Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
7	James Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
8	Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
10	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
11 12	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
13 14	Michael R. Mueller Revocable Trust	September 20, 2006	to Michael Mueller on behalf of Trust by oral representations made by David Rockey for the S&P Defendants
15	Jennifer A. Mull	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
16 17	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
18	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
19 20	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
21	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
24	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2526		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
27	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
28		4	00

1		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
3	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
5 6	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	Deborah Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10 11	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy Collingridge for the S&P Defendants
12		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
13 14	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
15	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
18	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20		May, 2007	by oral representations made by Joel Greene for the S&P Defendants
21	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
22 23	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
24	Thomas Pfleider	August, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2526	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
27	Ashlyn Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
28		4	0.4

1 2	Andrew Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
3	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
4	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
7	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
8 9	Real Development, LLC	September 20, 2006	to Robert Edelman by oral representations made by Tracy Collingridge for the S&P Defendants
10 11	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
12	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
13 14	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
15	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
16 17	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
18	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
19 20	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
21	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
24	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2526	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
27	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28		A	05
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1	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
4 5	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
6	Charles Scibetti,	October 19, 2006	to Plaintiff on behalf of Monument Partners
7	(Monument Partners)		by oral representations made by Tracy Collingridge for the S&P Defendants
8 9		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
10		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene
11			for the S&P Defendants
12 13	Alexander Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
14 15		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
16 17		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
18 19	Edith Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
20	, in the second second	September 20, 2006	to Plaintiff on behalf of Monument Partners
21			by oral representations made by Brendan Mann for the S&P Defendants
22		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
2324	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann
25	·	G	for the S&P Defendants
26		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
27	David Shaw	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
28		4	06

1	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
3	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
7		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
8 9		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
10	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
13		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
14 15	Evan St.Germain	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
19	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
2021	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
22	Atul Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
2324	Raju Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
25	Paul Warren	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
2627	Mickey Weizmann	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
28			407

1	Christine Wiese	April 25, 2007	by oral representations made by Renee Hourston for the S&P Defendants
2 3	Andre Williams	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
4	Jack Winer	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5 6	Dennis Wong	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
7	Alice Lu	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
8 9	Yi Zhang	May-June, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
10			

IX. <u>Misrepresentation Set Number 9</u>:

That "Irongate" was a development company with substantial assets and substantial experience, and that "Irongate" had a history of employing "financial discipline" in executing large-scale developments.

403. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 9 was made, jointly by the **Developer Defendants** and the **Developer Agent Defendants**, and each of them by oral statements and publication of said information within, and as part of the following marketing brochures and promotional materials which were conveyed to the identified Plaintiffs in the following manner:

1. By written representations contained within a sales brochure designated as the "Baja Beauty Book," which document also purports to represent the "Resort Team" at page 27 thereof, identifying Irongate as follows: "Irongate is an integrated real estate development and investment company. The Los Angeles based company brings entrepreneurial creativity, financial discipline. . . . Irongate believes in creating value by being thoroughly immersed in all aspects of its

projects from inception through realization . . . This philosophy has produced a track record of success as witnessed at TRUMP Waikiki where 464 suites sold, setting a new single-day record worldwide. www.irongatedev.com." A copy of this document was previously attached hereto as **Exhibit 34**. This document directs its readers to www.irongatedev.com, which echoes the statements quoted herein. ("Baja Beauty Book").

2. By written representations contained within a sales brochure previously attached and designated as **Exhibit 61**, ("Lobby Tower Preview Brochure"), which document at page 11 also purports to represent the "Resort Team" identifying Irongate as follows: "Irongate is an integrated real estate development and investment company. The Los Angeles based company brings entrepreneurial creativity, financial discipline. . . . Irongate believes in creating value by being thoroughly immersed in all aspects of its projects from inception through realization . . . www.irongatedev.com."

3. By written representations contained within the sales brochure previously identified as **Exhibit 62**, ("Spa Tower Preview Brochure"). ("Spa Tower Preview Brochure"), which document at page 10 also purports to represent the "Resort Team" identifying "Irongate" as follows: "Irongate is an integrated real estate development and investment company. The Los Angeles based company brings entrepreneurial creativity, financial discipline. . . . Irongate believes in creating value by being thoroughly immersed in all aspects of its projects from inception through realization . . . This philosophy has produced a track record of success as witnessed at TRUMP Waikiki where 464 suites sold, setting a new single-day record worldwide. www.irongatedev.com."

4. By written representations contained within the previously attached **Exhibit 63,** ("Suede Bound Sales Brochure") bound sales brochure booklets which document also purports to represent the "Resort Team," and wherein "Irongate" is described as follows: "Irongate is an integrated real estate development and investment company. The Los Angeles based company brings entrepreneurial creativity, financial discipline. . . . Irongate believes in creating value by being thoroughly immersed in all aspects of its projects from inception through realization . . . www.irongatedev.com."

404. These representations as contained in the aforementioned media sales and marketing materials as set forth hereinabove were made to the following Plaintiffs on or about the following dates:

14 15	Plaintiff	Representations Made On or About / In or About	By Whom, and in What Manner
16	Claudia Abuin	December 11, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
17 18	Phillip Ahn	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
19 20	Bruce Albert	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
21 22	Eduardo J. Almeida	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book,
23	Anisha Antony	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2425	Rahul Singh	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
26 27	Kirupairaj Asirvatham	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book

1	Jenny Shen	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty
2			Book
3	David Atherton	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
4			
5 6	Moo Han Bae	Late September, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
7 8	Chung Hee Bae	Late September, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
9	Rakesh Bajaria	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
10 11	Himat Desai	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
12	Himmat Thummar	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
13 14	Carlos Bardmess	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
15	Sandra Bardmess	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
16 17	Andrew Bryant	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
18	Andrea Bryant	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
19 20	Rich Bartone	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
21	Jamie Besaw	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2223	Bizness Developers, LLC	February 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure by Richard
24			Melton
25	Gregory Callegari	Mid-to late November, 2006	by receipt of Lobby Tower Preview Brochure, Baja Beauty Book
26	Mauricio Caycedo	Early to Mid-June	by receipt of Suede Bound Sales Brochure,
27		2007	Spa Tower Preview Brochure, Baja Beauty Book,
20			

1	Henry Hsu Chai	October / November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
3	Daniel Cota	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
4	Anna Cota	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5 6	David Cowgill	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
7 8	David Crossley	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
9	Carol Crossley	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
11 12	Robert Culbertson	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
13 14	Sylvia Culbertson	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
15	Sam Dunham	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
1617	Cecilia Dunham	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
18	Steven Drake	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
1920	Linda Drake	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
21	Carol Duncan	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
22 23	Hans Edwards	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
24	Melusina Edwards	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
252627	James P. Egan	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book

1 2	Jeffrey Enslen	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
3	Mark Eshraghi	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5	Vivian Evans	June 1, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
6 7	Geoffrey Folsom	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure,
8		Mar. 1, 2007	by receipt of Suede Bound Sales Brochure, by receipt of Spa Tower Preview Brochure
9	Jerry Frazee	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
11	Constance Frazee	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
12 13	Robert H. Frazee	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
14	Mary Ellen Frazee	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
15 16	Brian Gaber	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
17 18	Cindy Gaber	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
19 20	George T. Ricks (GTR Properties, Inc.)	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2122	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
23	Peter Haidorfer	Early March, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
2425	Larry Harris	Mid-November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2627	Mary Hetz	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
28		2	413

1 2	Paula Mello	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
3	Alice Beas	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
5	Hamed Hoshyarsar	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
7 8	Payman Hoshyarsar	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
9 10	Kenneth Zaccaria	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
11 12	Larry Weiss	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
13	Mark Ippolito	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
14 15	Donald Isbell	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
16 17	Jeffrey Kaiman	August 7, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
18 19	Zaheer Kasad	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
20	Flor Kasad	Mid to Late November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2122	Christopher Kearney	November 20, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
23 24	Grace Kearney	November 20, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty
25	John Kehoe	Late May, Early June,	Book by receipt of Suede Bound Sales Brochure,
2627		2007	Spa Tower Preview Brochure, Baja Beauty Book
28			414

1 2	Elyse Kehoe	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
3	Brian Kelley	September, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
5	Bianka Kelley	September, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
7	Sang Min Kim	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
9	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
10 11	Zeny Lamarsh	December, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
12	Michael Lindsay	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
13 14	Angela (Van De Velde) Lindsay	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
15	Igor Lukyan	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
16 17	Christina Manriquez	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
	MA. Guadalupe Mendoza Mendoza	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
19 20	Margarita Mendoza Mendoza	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
21	Jose Mendoza	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2223	Leticia Mendoza	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
24	Jay Mikulski	Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure
2526	Darnelia Moller	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
27	James Morrison	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
28			

1	Linda Morrison	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
3	Edouard Mouaikel	September 6, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
4	C4-:- M:11	C	
5	Cynthia Mouaikel	September 6, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
6 7	Michael R. Mueller Revocable Trust	November, 2006	to Michael Mueller on behalf of Trust by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
8 9	Jennifer A. Mull	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
10	Gary P. Scott	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
11 12	James Mullany	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
13	Terri L. Mullany	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
1415	Con Nguyen	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
16	Linda Nguyen	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
17 18	Daniel D. Nguyen	Late May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
19	Khanh M. Nguyen	Late May, 2007	by receipt of Suede Bound Sales Brochure,
20	Timami IVI. TVguyon	Late May, 2007	Spa Tower Preview Brochure, Baja Beauty Book
21	Ibrahim Najm	May, 2007	by receipt of Suede Bound Sales Brochure,
22			Spa Tower Preview Brochure, Baja Beauty Book
23	Daharah Naim	May 2007	
24	Deborah Najm	May, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
25	Nizar Najm	May, 2007	by receipt of Suede Bound Sales Brochure,
26	, v	- ·	Spa Tower Preview Brochure, Baja Beauty Book
2728	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig
20			116

1			by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2 3	Derek O'Brien	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
4	Pamala O'Brien	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
5 6	Genoveva Ochoa- Ortiz	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
7	Giuseppe Pannarale	Late May, Early June,	by receipt of Suede Bound Sales Brochure,
8		2007	Spa Tower Preview Brochure, Baja Beauty Book
9	Sophia Pesotchinsky	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
10 11	Leon Pesotchinsky	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
12	Thomas Pfleider	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
13 14	Christina Pfleider	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
15 16	Ashlyn Pohl	Late August - Early September, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
17 18	Andrew Pohl	Late August - Early September, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
19	Manuel A. Ramos	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
2021	Maria E. Ramos	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
22	Farida Razaqi	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty
23			Book
2425	Mohammed Razaqi	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
26	Real Development,	November, 2006	To Robert Edelman by receipt of Suede
27	LLC		Bound Sales Brochure, Lobby Tower Preview Brochure
28			417

1 2	Russell Reyes	Mid November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
3 4	Jennifer Reyes	Mid November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
5	Hadley McGaughey	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
6 7	Dolores Roberts	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
8	Raul Robles	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
9	Sonia Robles	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
11 12	Mike Rodriguez	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
13	Eleanor Santos	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
14 15	James Sartain	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
16 17	Michael Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
18 19	Melissa Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
2021	John Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
2223	Eileen Schieble	April 25, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
2425	Schmidt Family Trust	November, 2006	to Joseph Schmidt on behalf of Trust by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
262728	Charles Scibetti, (Monument Partners)	November, 2006	to Plaintiff on behalf of Monument Partners by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
			118 IDED COMPLAINT

1 2	Alexander Purdie (Monument Partners)	November, 2006	to Plaintiff on behalf of Monument Partners by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure, Baja Beauty Book
3 4	Edith Purdie (Monument	November, 2006	to Plaintiff on behalf of Monument Partners by receipt of Suede Bound Sales Brochure,
5	Partners)		Lobby Tower Preview Brochure, Baja Beauty Book
6	Cynthia Shaw	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
7 8	David Shaw	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
9	Kathryn Kampman	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
10 11	Patricia Olsen	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
12	Colin Stewart	June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty
13			Book
14 15	Nelofeir Stewart	June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
16	Evan St. Germain	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
17 18	Li Sun	June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
19 20	Jane Jin	June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
21 22	John Trujillo	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
23	Atul Vachhani	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty
24			Book
2526	Raju Vachhani	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
27	Paul Warren	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty
28			Book 419
l		FOURTH AMEN	NDED COMPLAINT

1	Mickey Weizmann	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty
2		2007	Book
3 4	Christine Wiese	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
	A 1 337'11'	N 1 2006	
5 6	Andre Williams	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
7	Jack Winer	November, 2006	by receipt of Suede Bound Sales Brochure, Lobby Tower Preview Brochure
8	Dennis Wong	November, 2006	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
9		T . M . D . L .	
10 11	Alice Lu	Late May, Early June, 2007	by receipt of Suede Bound Sales Brochure, Spa Tower Preview Brochure, Baja Beauty Book
12	Yi Zhang	June, 2007	by receipt of Suede Bound Sales Brochure,
13			Spa Tower Preview Brochure, Baja Beauty Book
14			
15	405. As the I	Developer Agent Defend	lants, and pursuant to the Authority to Speak
16	Allegations set forth hereinabove, which allegations are incorporated herein, in addition to the		
17	manner in which said misrepresentations were made to Plaintiffs as set forth hereinabove, and		
18	which are incorporated	d herein by reference, Mi	srepresentation Set Number 9 was made as
19	described hereinbelow	by the following persons	s acting by and for the identified the Developer
20	Agent Defendants an	d/or the identified IRON	GATE Defendants to the following Plaintiffs in

1. By oral statements made by the identified **S&P Defendants**' sales personnel.

the following manner on or about the dates set forth as follows:

2. By oral statements made by the identified **IRONGATE Defendants'** personnel.

406. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 9 were made to the following Plaintiffs in the manner set forth as follows:

Ζ	1	
	Т	

5	Plaintiff	Representations Made On or About / In or	By Whom, and in What Manner
6		About / In or About	
7	Claudia Abuin	December 11, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8 9	Phillip Ahn	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12	Bruce Albert	May, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
13	Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15	Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
16	Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
17 18	Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
22		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
2324		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
25	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
2627	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
20			

1	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
3		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
4	Himat Desai	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5 6	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
7	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
11 12		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
13	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
14 15		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
16	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17 18		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
19	Rich Bartone	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
22		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2324	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
25 26	Bizness Developers, LLC	February, 2007	by oral representations made by Brendan Mann for the S&P Defendants to Richard Melton
27		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
28		422	2

1	Gregory Callegari	Mid-to late November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2 3		Mid-to late November, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
4		Mid-to late November, 2006	by oral representations made by Joel Greene for the S&P Defendants
5	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod
6	Wiadificio Caycedo	June 2007	for the S&P Defendants
7	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
10	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
11 12	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
1415	David Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
16	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
17 18	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
19	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
20 21	Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
22	Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
23	Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
24		September 20, 2006	by oral representations made by Joel Greene
25		50ptemoer 20, 2000	for the S&P Defendants
2627	Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
28			
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1		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
3	Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4	Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
5 6		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7	Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
8		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
10	James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
11 12		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
13	Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
16	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
17 18	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
19	Geoffrey Folsom	November, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
2021			by oral representations made GROSFELD for the IRONGATE Defendants
22	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2324	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
25	Robert H. Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2627	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
28			
28		40.4	

1	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
3		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
4	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
7 8	George T. Ricks (GTR Properties, Inc.)	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants to George T. Ricks
9	Gulf Coast Investments, Ltd.	Dec. 19, 2006	by oral representations made by Kevin Elrod for the S&P Defendants to Philip Mosely
10 11		Dec. 19, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
12	Peter Haidorfer	Early March, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
13 14		Early March, 2007	by oral representations made by Brendan Mann for the S&P Defendants
15		Early March, 2007	by oral representations made by CRANE for the IRONGATE Defendants
1617	Larry Harris	October 6, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
18	Mary Hetz	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Alice Beas	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24	Payman Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2526	Kenneth Zaccaria	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
27	Larry Weiss	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28		A1	25

1	Mark Ippolito	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
4	Donald Isbell	April, 2007	by oral representations made by Matias Susel for the S&P Defendants
5 6	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
7	Zaheer Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
8 9	Flor Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
11 12		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
14 15	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
16		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
19	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
23		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2425		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
26	Bianka Kelley	September, 2007	by oral representations made by Renee
27	Ţ		Hourston for the S&P Defendants
28		426	6

1		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
3		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
4	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5 6		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
7 8	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Rosy Torres for the S&P Defendants
9 10		December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Matias Susel for the S&P Defendants
11	Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
12 13	Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
14	Angela (Van De Velde) Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
15 16	Igor Lukyan	Oct. 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17	Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
18 19	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
20	Margarita Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2122	Jose Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
23	Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2425	Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
26	Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2728	James Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
		721	

1	Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
4	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
5	Michael R. Mueller	September 20, 2006	to Michael Mueller on behalf of Trust
6	Revocable Trust		by oral representations made by David Rockey for the S&P Defendants
7 8	Jennifer A. Mull	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
9	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
10 11	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
12	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
13 14	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
15		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
16 17	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
18		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
19 20	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
21		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
2223	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
24		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
25	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
26	Deborah Najm	April 25, 2007	by oral representations made by Tracy
27	Deooran Najin	April 23, 2007	Collingridge for the S&P Defendants
28			428

1	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
3	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy Collingridge for the S&P Defendants
4		. 125 2007	
5		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
6	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
7 8	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
9	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
10 11	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
12		May, 2007	by oral representations made by Joel Greene for the S&P Defendants
13 14	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
15	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
16 17	Thomas Pfleider	Aug. 0f 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
18	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20	Ashlyn Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
21	Andrew Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
22 23	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
24	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2526	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
27	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
28			101 the S&F Defendants

1 2	Real Development, LLC	September 20, 2006	To Robert Edelman by oral representations made by Tracy Collingridge for the S&P Defendants
3	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
4	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
5	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc
7	, , ,	1	for the S&P Defendants
8	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
9	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
10 11	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
12	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
13 14	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
15		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
16 17	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
18	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1920	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24	Schmidt Family	September 20, 2006	to Joseph Schmidt on behalf of Trust
25	Trust		by oral representations made by Renee Hourston for the S&P Defendants
26	Charles Scibetti, (Monument	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy
27	Partners)		Collingridge for the S&P Defendants
28			

1 2		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
3		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene
4			for the S&P Defendants
56	Alexander Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
7 8		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
9		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
11 12	Edith Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
13 14		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
15 16		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
17 18	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2021	David Shaw	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
22	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2324	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
25	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2627		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
28		_	31

1		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
3		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
4	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
7		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
8	Evan St.Germain	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
9		September 20, 2006	by oral representations made by Joel Greene
11			for the S&P Defendants
12	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
13	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
1415	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
16	Atul Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
17 18	Raju Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
19	Paul Warren	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
20 21	Mickey Weizmann	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
22	Christine Wiese	April 25, 2007	by oral representations made by Renee Hourston for the S&P Defendants
23	Andre Williams	September 20, 2006	by oral representations made by Matias Susel
24		T. C.	for the S&P Defendants
25	Jack Winer	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
26	Dennis Wong	September 20, 2006	by oral representations made by Renee
27			Hourston for the S&P Defendants
28			

Alice Lu September 20, 2006 by oral representations made by Renee 1 Hourston for the S&P Defendants 2 Yi Zhang May-June 2007 by oral representations made by Jacquelyn Setter for the S&P Defendants 3 4 X. **Misrepresentation Set Number 10:** 5 That all permits had been obtained, and based on that, actual construction and 6 construction activities were due to commence and/or had commenced as of January, 2007, and that the Project would proceed swiftly, and that the Resort would open upon 8 completion of the Lobby Tower (Tower 1) which would be at the end of 2008. 9 10 407. As **Developer Agent Defendants**, and pursuant to the Authority to Speak 11 Allegations set forth hereinabove, which allegations are incorporated herein, in addition to the 12 manner in which said misrepresentations were made to Plaintiffs as set forth hereinabove, and 13 which are incorporated herein by reference, Misrepresentation Set Number 10 was made as 14 described hereinbelow by the following persons acting for and/or on behalf of the **Developer** 15 **Defendants**, and/or as the **Developer Agent Defendants** through the identified the **S&P Entity** 16 **Defendants** and/or the identified **IRONGATE Defendants** to the following Plaintiffs in the 17 following manner on or about the dates set forth as follows: 18 19 1. By oral statements made by the identified **S&P Defendants**' sales 20 personnel. 21 2. By oral statements made by the identified **IRONGATE Defendants**' 22 personnel. 23 24 408. These misrepresentations (pursuant to the Authority to Speak allegations, which 25 allegations are incorporated herein), as set forth in Misrepresentation Set Number 10 were made 26 to the following Plaintiffs in the manner set forth as follows: 27

1 2	Plaintiff	Representations Made On or About / In or About / In or About	By Whom, and in What Manner
3	Claudia Abuin	December 11, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4 5	Phillip Ahn	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
6		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
7 8	Bruce Albert	May, 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
9	Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
12	Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
13 14	Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
15	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
18		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
19 20		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
21	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
2223	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
24	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2526		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
27	Himat Desai	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
28		131	

1	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
3	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
4		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
5 6	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
11 12	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
13		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
14 15	Rich Bartone	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
17 18		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
19	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2021	Bizness Developers, LLC	February, 2007	by oral representations made by Brendan Mann for the S&P Defendants to Richard Melton
22 23		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants to Richard Melton
24	Gregory Callegari	Mid-to late November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2526		Mid-to late November, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
27		Mid-to late November, 2006	by oral representations made by Joel Greene for the S&P Defendants
28		435	201 III Sect 2 Civilwanis

1	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
3	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
5 6	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
7	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
10	David Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
11 12	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
13	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
14 15	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
16	Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
17 18	Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19	Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20 21		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
22	Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2324		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
25	Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
26 27	Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
28			
	l	43	6

1		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2 3	Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
4		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5	James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
7		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
8	Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
11 12	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
13	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
14 15	Geoffrey Folsom	November, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
16 17			by oral representations made by GROSFELD for the IRONGATE Defendants
18	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19 20	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
21	Robert H. Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2223	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
24	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2526		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
27	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28		437	

for the S&P Defendants George T. Ricks (GTR Properties, Inc.) Gulf Coast Investments, Ltd. Dec. 19, 2006 De				
George T. Ricks (GTR Properties, Inc.) George T. Ricks (GTR Properties, Inc.) Gulf Coast Investments, Ltd. Dec. 19, 2006 Dec. 19, 2007 By oral representations made by Kevin Elfor the S&P Defendants to Philip Mosely Early March, 2007 By oral representations made by Ryan Bicknell for the S&P Defendants Bearly March, 2007 Dec. 19, 2006 By oral representations made by Ryan Bicknell for the S&P Defendants Bearly March, 2007 Dec. 19, 2006 By oral representations made by Ryan Bicknell for the S&P Defendants Bearly March, 2007 Dec. 19, 2006 By oral representations made by Ryan Bicknell for the S&P Defendants Bearly March, 2007 Dec. 19, 2006 By oral representations made by Brendants By oral representations made by Brendants By oral representations made by Tracy Collingridge for the S&P Defendants April, 2007 By oral representations made by Tracy Collingridge for the S&P Defendants Alice Beas April, 2007 Dec. 19, 2006 By oral representations made by Tracy Collingridge for the S&P Defendants Dec. 19, 2006 By oral representations made by Tracy Collingridge for the S&P Defendants Dec. 19, 2006 Dec. 19, 2006 By oral representations made by Tracy Collingridge for the S&P Defendants Dec. 19, 2006 Dec. 19, 2007 De			April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
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Investments, Ltd. Dec. 19, 2006 Dec. 19, 2006 by oral representations made by Jacquelys Setter for the S&P Defendants to Philip Mosely Peter Haidorfer Early March, 2007 Barly March, 2007 Early March, 2007 Early March, 2007 Barly March, 2007 Early March, 2007 Barly March, 2007 Early March, 2007 Barly Mar	4	,	- 40 - 200 ¢	
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Collingridge for the S&P Defendants Hamed Hoshyarsar June of 2007 by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants Kenneth Zaccaria May of 2007 by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants		Paula Mello	April, 2007	
Hamed Hoshyarsar June of 2007 Payman Hoshyarsar June of 2007 By oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants By oral representations made by Tracy Collingridge for the S&P Defendants Larry Weiss May of 2007 By oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants By oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants By oral representations made by Tracy Collingridge for the S&P Defendants	17	Alice Beas	April, 2007	
Payman Hoshyarsar June of 2007 by oral representations made by Tracy Collingridge for the S&P Defendants Kenneth Zaccaria May of 2007 by oral representations made by Tracy Collingridge for the S&P Defendants Larry Weiss May of 2007 by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants Mark Ippolito September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants		Hamed Hoshyarsar	June of 2007	
Kenneth Zaccaria May of 2007 by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants by oral representations made by Tracy Collingridge for the S&P Defendants Mark Ippolito September 20, 2006 by oral representations made by Tracy Collingridge for the S&P Defendants	20	Payman Hoshyarsar	June of 2007	
Larry Weiss May of 2007 by oral representations made by Tracy Collingridge for the S&P Defendants Mark Ippolito September 20, 2006 by oral representations made by Tracy		Kenneth Zaccaria	May of 2007	
Mark Ippolito September 20, 2006 by oral representations made by Tracy		Larry Weiss	May of 2007	
		Mark Ippolito	September 20, 2006	
September 20, 2006 by oral representations made by Joel Gree for the S&P Defendants			September 20, 2006	by oral representations made by Joel Greene
27	27	Danald Jahali	April 2007	
Donald Isbell April, 2007 by oral representations made by Matias Strong for the S&P Defendants 438	28	Donaid Isbell	•	

1	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
3	Zaheer Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
4	Flor Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
5 6	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
7		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
10	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
11 12		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
14 15	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
19		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
20		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
21 22	Bianka Kelley	September, 2007	by oral representations made by Renee
23		September, 2007	Hourston for the S&P Defendants by oral representations made by Brendan
24		September, 2007	Mann for the S&P Defendants
25		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
2627	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
28		439	

1		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2	King Penguin	December, 2006	to Michael Mikelic, officer of King Penguin
3	Properties, LLC	,	Properties by oral representations made by Rosy Torres for the S&P Defendants
4		December, 2006	to Michael Mikelic, officer of King Penguin
5 6			Properties by oral representations made by Matias Susel for the S&P Defendants
7	Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8	Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
9	Angela (Van De	September 20, 2006	by oral representations made by Tracy
10	Velde) Lindsay	20, 2000	Collingridge for the S&P Defendants
11	Igor Lukyan	Oct. 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
12	Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres
13	Christina Wamiquez	5eptember 20, 2000	for the S&P Defendants
14	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15	Margarita Mendoza	September 20, 2006	by oral representations made by Rosy Torres
16	Mendoza	r. T.	for the S&P Defendants
17	Jose Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
18	Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres
19		-	for the S&P Defendants
20	Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Darnelia Moller	September 20, 2006	by oral representations made by Tracy
22		•	Collingridge for the S&P Defendants
23	James Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
24	Linda Morrison	September 20, 2006	by oral representations made by Renee
25		, , , , , , , , , , , , , , , , , , , ,	Hourston for the S&P Defendants
26	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
27	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel
28	•	•	for the S&P Defendants
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1 2	Michael R. Mueller Revocable Trust	September 20, 2006	to Michael Mueller on behalf of Trust by oral representations made by David Rockey for the S&P Defendants
3	Jennifer A. Mull	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
4 5	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
6	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
7 8	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
9	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
1011		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
12	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13 14		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
15	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
1617		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
18	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
21	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2223	Deborah Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
24	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2526	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy Collingridge for the S&P Defendants
2728		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants

1 2	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5 6	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7		May, 2007	by oral representations made by Joel Greene for the S&P Defendants
9	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11 12	Thomas Pfleider	August 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Ashlyn Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
16	Andrew Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
17 18	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
20 21	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
22	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
2324	Real Development, LLC	September 20, 2006	to Robert Edelman by oral representations made by Tracy Collingridge for the S&P Defendants
2526	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
27	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
28			442

1	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
3	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
4	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
5 6	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
7	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
11 12	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
13	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
17 18	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19 20	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
21 22	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
23 24		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
2526		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
27 28	Alexander Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
20		443 FOURTH AMENDED	
	•		

1 2		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
3		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
4		g	
5 6	Edith Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
7 8		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
9 10		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
11	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
12 13		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
14	David Shaw	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
15 16	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
18 19	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
20		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
21 22		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
23		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
2425	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
26		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
2728		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
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1	Evan St.Germain	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
3		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
4	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
56	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
7	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
8	Atul Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
10	Raju Vachhani	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
11 12	Paul Warren	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
13	Mickey Weizmann	April 25, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
1415	Christine Wiese	April 25, 2007	by oral representations made by Renee Hourston for the S&P Defendants
16	Andre Williams	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
17 18	Jack Winer	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
19	Dennis Wong	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
20	Alice Lu	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
21 22	Yi Zhang	May - June 2007	by oral representations made by Jacquelyn Setter for the S&P Defendants
23			

XI. <u>Misrepresentation Set Number 11</u>:

That the purchasers in the Project would have a strong possibility of profitable investments due to the fact that this was a project being developed by the preeminent real estate developer in the world, The Trump Organization and Donald Trump. As a result,

the Project would be the "best of the best" and that by purchasing a condominium the investment would be protected by the continuing involvement of the TRUMP Defendants in the Project as a developer and builder of same.

- 409. As **Developer Agent Defendants**, and pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 11 was made as described hereinbelow by the following persons acting by and for the **S&P Defendants**, for and on behalf of the **Developer Defendants**, by oral statements made by the identified **S&P Defendants**' sales personnel on or about the dates set forth as follows:
 - 1. By oral statement made by the identified **S&P Defendants'** personnel.
 - 2. By oral statements made by the identified **IRONGATE Defendants'** personnel.
- 410. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 11 were made to the following Plaintiffs in the manner set forth as follows:

19	Plaintiff	Representations Made On or About / In or	By Whom, and in What Manner
20		About / In or About	
21	Claudia Abuin	December 11, 2006	by oral representations made by Rosy Torres for the S&P Defendants
22	Phillip Ahn	September 20, 2006	by oral representations made by Tracy
23		5 5 7 7 9 9 9 9 9 9 9 9 9 9	Collingridge for the S&P Defendants
24		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
25	Bruce Albert	May, 2007	by oral representations made by Jacquelyn
26	Brace Moore	111uy, 2007	Setter for the S&P Defendants
27	Eduardo J. Almeida	May 18, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28			

1	Anisha Antony	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
3	Rahul Singh	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants
4	Kirupairaj Asirvatham	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Jenny Shen	May 11, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	David Atherton	October 22, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
8		October 22, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
10		October 22, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12	Moo Han Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
13	Chung Hee Bae	Late September, 2007	by oral representations made by Clara Cho for the S&P Defendants
14 15	Rakesh Bajaria	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
16		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
17 18	Himat Desai	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
19	Himmat Thummar	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
20 21	Carlos Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
22		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2324	Sandra Bardmess	October 7, 2006	by oral representations made by Brendan Mann for the S&P Defendants
25		October 7, 2006	by oral representations made by Rosy Torres for the S&P Defendants
26	Andrew Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
2728			Tot are seen perchants
20			

1		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
3	Andrea Bryant	October 5, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4		October 5, 2006	by oral representations made by David Rockey for the S&P Defendants
5 6	Rich Bartone	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
7		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
8		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
10	Jamie Besaw	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11 12	Bizness Developers, LLC	February, 2007	by oral representations made by Brendan Mann for the S&P Defendants to Richard Melton
13 14		February, 2007	by oral representations made by Kevin Elrod for the S&P Defendants to Richard Melton
15	Gregory Callegari	Mid-to late November, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17		Mid-to late November, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
18		Mid-to late November, 2006	by oral representations made by Joel Greene for the S&P Defendants
19 20	Mauricio Caycedo	June 2007	by oral representations made by Kevin Elrod for the S&P Defendants
21	Henry Hsu Chai	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23	Daniel Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
24	Anna Cota	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
2526	David Cowgill	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
27		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
28		1118	3

1	David Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
3	Carol Crossley	April 25, 2007	by oral representations made by BJ Turner for the S&P Defendants
4	Robert Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
5 6	Sylvia Culbertson	April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
7	Sam Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
8 9	Cecilia Dunham	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Steven Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
13	Linda Drake	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
1415		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
16	Carol Duncan	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
17 18	Hans Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
19		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
20 21	Melusina Edwards	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
22		September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2324	James P. Egan	September 20, 2006	by oral representations made by Kevin Elrod for the S&P Defendants
25		September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2627	Jeffrey Enslen	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28		44	۵

1		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
2	Mark Eshraghi	September - October, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
4	Vivian Evans	June 1, 2007	by oral representations made by Renee Hourston for the S&P Defendants
5 6	Geoffrey Folsom	November, 2006	by oral representations made by Jacquelyn Setter for the S&P Defendants
7			by oral representations made by GROSFELD for the IRONGATE Defendants
8 9	Jerry Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Constance Frazee	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11 12	Robert H. Frazee and	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
13	Mary Ellen Frazee	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
1415	Brian Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
17 18	Cindy Gaber	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
19		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
2021	George T. Ricks (GTR Properties,	September 20, 2006	by oral representations made by Ryan Bicknell for the S&P Defendants to George T. Ricks
22	Inc.) Gulf Coast	Dec. 19, 2006	by oral representations made by Kevin Elrod
2324	Investments, Ltd.	Dec. 19, 2006	for the S&P Defendants to Philip Mosely by oral representations made by Jacquelyn
25			Setter for the S&P Defendants to Philip Mosely
2627	Peter Haidorfer	Early March, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
28		Early March, 2007	by oral representations made by Brendan Mann for the S&P Defendants
		FOURTH AMENDE	

1		Early March, 2007	by oral representations made by CRANE for the IRONGATE Defendants
3	Larry Harris	October 6, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
4	Mary Hetz	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Paula Mello	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	Alice Beas	April, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10	Payman Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	Kenneth Zaccaria	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Larry Weiss	May of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
1415	Mark Ippolito	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
16		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
17 18	Donald Isbell	April, 2007	by oral representations made by Matias Susel for the S&P Defendants
19	Jeffrey Kaiman	August 7, 2007	by oral representations made by Renee Hourston for the S&P Defendants
20 21	Zaheer Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
22	Flor Kasad	October 6, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2324	Christopher Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
25		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
26		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
27			201 Me Seel Delenants
28			

1	Grace Kearney	November 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
2 3		November 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4		November 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
5 6	John Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	Elyse Kehoe	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8 9	Brian Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
10		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
11 12		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
13	Bianka Kelley	September, 2007	by oral representations made by Renee Hourston for the S&P Defendants
14 15		September, 2007	by oral representations made by Brendan Mann for the S&P Defendants
16		September, 2007	by oral representations made by Matias Susel for the S&P Defendants
17 18	Sang Min Kim	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
19		September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
20 21	King Penguin Properties, LLC	December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by
22	Trans,		Rosy Torres for the S&P Defendants
23		December, 2006	to Michael Mikelic, officer of King Penguin Properties by oral representations made by Matias Susel for the S&P Defendants
2425	Zeny Lamarsh	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
26	Michael Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
27 28	Angela (Van De Velde) Lindsay	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
20		452	2
	I	FOURTH AMENDE	ED GOMPLAIN I

1	Igor Lukyan	October 15, 2006	by oral representations made by Rosy Torres for the S&P Defendants
3	Christina Manriquez	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
4	MA. Guadalupe Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
5 6	Margarita Mendoza Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
7	Jose Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
8	Leticia Mendoza	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10	Jay Mikulski	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
11 12	Darnelia Moller	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
13	James Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
1415	Linda Morrison	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
16	Edouard Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
17 18	Cynthia Mouaikel	September 6, 2007	by oral representations made by Matias Susel for the S&P Defendants
19 20	Michael R. Mueller Revocable Trust	September 20, 2006	to Michael Mueller on behalf of Trust by oral representations made by David Rockey for the S&P Defendants
21	Jennifer A. Mull	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
22 23	Gary P. Scott	September 20, 2006	by oral representations made by David Rockey for the S&P Defendants
24	James Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2526	Terri L. Mullany	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
27 28	Con Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
40			

1		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
2 3	Linda Nguyen	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
5 6	Daniel D. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
7		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
8 9	Khanh M. Nguyen	October, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
10		October, 2006	by oral representations made by Joel Greene for the S&P Defendants
11 12	Ibrahim Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13	Deborah Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
14 15	Nizar Najm	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Paragon LLC	April 25, 2007	to Kelly L. Oberbillig and Susan Oberbillig by oral representations made by Tracy Collingridge for the S&P Defendants
18		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
19 20	Derek O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
21	Pamala O'Brien	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
2223	Genoveva Ochoa- Ortiz	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
24	Giuseppe Pannarale	May, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
2526		May, 2007	by oral representations made by Joel Greene for the S&P Defendants
27	Sophia Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
28			

1	Leon Pesotchinsky	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
2 3	Thomas Pfleider	August 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
4	Christina Pfleider	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Ashlyn Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
7	Andrew Pohl	September 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
8 9	Manuel A. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
10	Maria E. Ramos	September 20, 2006	by oral representations made by Marie Laure Frere for the S&P Defendants
11 12	Farida Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
13	Mohammed Razaqi	April 25, 2007	by oral representations made by Matias Susel for the S&P Defendants
14 15	Real Development, LLC	September 20, 2006	To Robert Edelman by oral representations made by Tracy Collingridge for the S&P Defendants
16 17	Russell Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
18	Jennifer Reyes	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
19 20	Hadley McGaughey	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
21	Dolores Roberts	September 20, 2006	by oral representations made by Jay LeDuc for the S&P Defendants
2223	Raul Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
24	Sonia Robles	September 20, 2006	by oral representations made by Matias Susel for the S&P Defendants
2526	Mike Rodriguez	October, 2006	by oral representations made by Brendan Mann for the S&P Defendants
27	Eleanor Santos	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
28		455	5

1		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
3	James Sartain	April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
4	Michael Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
5 6	Melissa Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
7	John Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
8	Eileen Schieble	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
10 11	Schmidt Family Trust	September 20, 2006	to Joseph Schmidt on behalf of Trust by oral representations made by Renee Hourston for the S&P Defendants
12 13	Charles Scibetti, (Monument Partners)	October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
14 15		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
16 17		October 19, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
18 19	Alexander Purdie (Monument Partners)	September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Tracy Collingridge for the S&P Defendants
20 21		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
22		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
2324	Edith Purdie	September 20, 2006	to Plaintiff on behalf of Monument Partners
25	(Monument Partners)		by oral representations made by Tracy Collingridge for the S&P Defendants
26		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Brendan Mann for the S&P Defendants
2728			TOT ME SOUL DEPORTMENT

1 2		September 20, 2006	to Plaintiff on behalf of Monument Partners by oral representations made by Joel Greene for the S&P Defendants
3	Cynthia Shaw	September 20, 2006	by oral representations made by Brendan Mann for the S&P Defendants
5		September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
6	David Shaw	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
7 8	Kathryn Kampman	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
9	Patricia Olsen	September 20, 2006	by oral representations made by Rosy Torres for the S&P Defendants
10 11	Colin Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
12		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
13 14		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
15		April 25, 2007	by oral representations made by Brendan Mann for the S&P Defendants
16 17	Nelofeir Stewart	April 25, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
18		April 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
19 20		April 25, 2007	by oral representations made by Joel Greene for the S&P Defendants
21	Evan St.Germain	September 20, 2006	by oral representations made by Tracy Collingridge for the S&P Defendants
22 23		September 20, 2006	by oral representations made by Joel Greene for the S&P Defendants
24	Li Sun	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
2526	Jane Jin	June, 2007	by oral representations made by Ryan Bicknell for the S&P Defendants
27	John Trujillo	September 20, 2006	by oral representations made by Renee Hourston for the S&P Defendants
28		45	

1 Atul Vachhani April 25, 2007 by oral representations ma for the S&P Defendants	de by Matias Susel
2	
Raju Vachhani April 25, 2007 by oral representations ma for the S&P Defendants	de by Matias Susel
4 Paul Warren April 25, 2007 by oral representations ma Bicknell for the S&P Defe	
Mickey Weigneson April 25, 2007 by and nonneceptations are	da har Daran
Mickey Weizmann April 25, 2007 by oral representations ma Bicknell for the S&P Defe	endants
7 Christine Wiese April 25, 2007 by oral representations ma Hourston for the S&P Det	
8	
Andre Williams September 20, 2006 by oral representations ma for the S&P Defendants	de by Matias Susel
Jack Winer September 20, 2006 by oral representations ma Frere for the S&P Defend	
	1 1 D
Dennis Wong September 20, 2006 by oral representations ma Hourston for the S&P Det	
Alice Lu September 20, 2006 by oral representations ma Hourston for the S&P Det	
14	
Yi Zhang May - June, 2007 by oral representations may Setter for the S&P Defence	
16	

XII. Misrepresentation Set Number 12:

Though it may be true that some of Baja's developments could see a slowdown, these market conditions simply do not apply to Trump Ocean Resort - or any *other* Trump development.

411. These misrepresentations were communicated to the identified buyers by the **TRUMP Defendants** by way of written statements appearing in the Trump Baja News, September, 2007, Volume 3, a copy of which is attached hereto as **Exhibit 67**, (Hereinafter, this document shall be referred to as "TBN Vol. 3"). wherein it states:

"From The Desk of Ivanka Trump. Though it may be true that some of Baja's developments could see a slowdown, these

Chung Hee Bae

by Plaintiff's receipt of TBN Vol. 3 in or

about September, 2007

1	Rakesh Bajaria	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2	Himat Desai	by Plaintiff's receipt of TBN Vol. 3 in or
3 4	Himmat Thummar	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or
5		about September, 2007
6	Carlos Bardmess	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
7	Sandra Bardmess	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
8 9	Andrew Bryant	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
10	Andrea Bryant	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
11 12	Rich Bartone	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
13	Jamie Besaw	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
14 15	Bizness Developers, LLC	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007 by Richard Melton
16	Gregory Callegari	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
17 18	Mauricio Caycedo	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
19	Henry Hsu Chai	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2021	Daniel Cota	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
22	Anna Cota	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
23	David Cowgill	by Plaintiff's receipt of TBN Vol. 3 in or
24		about September, 2007
25	David Crossley	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
26	Carol Crossley	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
27		about September, 2007
28	46	50

1	Robert Culbertson	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2 3	Sylvia Culbertson	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
4	Sam Dunham	by Plaintiff's receipt of TBN Vol. 3 in or
5		about September, 2007
6	Cecilia Dunham	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
7	Steven Drake	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
8 9	Linda Drake	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
10	Carol Duncan	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
11 12	Hans Edwards	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
13	Melusina Edwards	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
14 15	James P. Egan	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
16	Jeffrey Enslen	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
17 18	Mark Eshraghi	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
19	Vivian Evans	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
20 21	Geoffrey Folsom	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
22	Jerry Frazee	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
23	Constance Frazee	by Plaintiff's receipt of TBN Vol. 3 in or
24		about September, 2007
25	Robert H. Frazee	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
26	Mary Ellen Frazee	by Plaintiff's receipt of TBN Vol. 3 in or
27		about September, 2007
28	46	61

1	Brian Gaber	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
3	Cindy Gaber	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
4 5	George T. Ricks (GTR Properties, Inc.)	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007 by George T. Ricks	
6	Gulf Coast Investments, Ltd.	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007 by Philip Mosely	
7 8	Peter Haidorfer	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
9	Larry Harris	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
10 11	Mary Hetz	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
12	Paula Mello,	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
13 14	Alice Beas	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
15	Hamed Hoshyarsar	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
1617	Payman Hoshyarsar	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
18	Kenneth Zaccaria	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
19 20	Larry Weiss	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
21	Mark Ippolito	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
22 23	Donald Isbell	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
24	Jeffrey Kaiman	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
2526	Zaheer Kasad	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
27	Flor Kasad	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
28			

1	Christopher Kearney	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
3	Grace Kearney	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
4	John Kehoe	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
5	Elyse Kehoe	by Plaintiff's receipt of TBN Vol. 3 in or
6		about September, 2007
7	Brian Kelley	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
8 9	Bianka Kelley	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
10	Sang Min Kim	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
11 12	King Penguin Properties, LLC	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
13	Zeny Lamarsh	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
14 15	Michael Lindsay	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
16	Angela (Van De Velde) Lindsay	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
17 18	Igor Lukyan	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
19	Christina Manriquez	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
20	MA. Guadalupe	by Plaintiff's receipt of TBN Vol. 3 in or
21	Mendoza Mendoza	about September, 2007
22	Margarita Mendoza Mendoza	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2324	Jose Mendoza	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
25	Leticia Mendoza	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
26	Ton Miladaki	•
27	Jay Mikulski	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
28	46	33

1	Darnelia Moller	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
2	James Morrison	by Plaintiff's receipt of TBN Vol. 3 in or	
3 4	Linda Morrison	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or	
5	Zinaw ivioiiison	about September, 2007	
6	Edouard Mouaikel	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
7	Cynthia Mouaikel	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
8 9	Michael R. Mueller Revocable Trust	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
10	Jennifer A. Mull	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
11 12	Gary P. Scott	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
13	James Mullany	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
14	Terri L. Mullany	by Plaintiff's receipt of TBN Vol. 3 in or	
15		about September, 2007	
16 17	Con Nguyen	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
18	Linda Nguyen	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
19	Daniel D. Nguyen	by Plaintiff's receipt of TBN Vol. 3 in or	
20		about September, 2007	
21	Khanh M. Nguyen	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
22 23	Ibrahim Najm	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
24	Deborah Najm	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
25	Nizar Najm	by Plaintiff's receipt of TBN Vol. 3 in or	
26	1 Trems 1 Wjiii	about September, 2007	
27	Paragon LLC	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007	
28			

1	Derek O'Brien	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2	Pamala O'Brien	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
4	Genoveva Ochoa- Ortiz	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
5 6	Giuseppe Pannarale	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
7	Sophia Pesotchinsky	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
8 9	Leon Pesotchinsky	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
10	Thomas Pfleider	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
11 12	Christina Pfleider	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
13	Ashlyn Pohl	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
14 15	Andrew Pohl	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
16	Manuel A. Ramos	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
17 18	Maria E. Ramos	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
19	Farida Razaqi	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
20 21	Mohammed Razaqi	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
22	Real Development, LLC	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007 by Robert Edelman
2324	Russell Reyes	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
25	Jennifer Reyes	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2627	Hadley McGaughey	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
28		•
	1	22

1	Dolores Roberts	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2 3	Raul Robles	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
4	Sonia Robles	by Plaintiff's receipt of TBN Vol. 3 in or
5	Mike Rodriguez	about September, 2007
6	Wike Rodriguez	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
7	Eleanor Santos	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
8 9	James Sartain	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
10	Michael Schieble	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
11 12	Melissa Schieble	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
13	John Schieble	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
14 15	Eileen Schieble	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
16	Schmidt Family Trust	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
17 18	Charles Scibetti, (Monument Partners)	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
19 20	Alexander Purdie (Monument Partners)	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
21 22	Edith Purdie (Monument Partners)	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2324	Cynthia Shaw	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
25	David Shaw	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2627	Kathryn Kampman	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
28		*
	16	26

I		
1	Patricia Olsen	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2 3	Colin Stewart	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
4	Nelofeir Stewart	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
5 6	Evan St.Germain	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
7	Li Sun	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
8	Jane Jin	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
9	John Trujillo	by Plaintiff's receipt of TBN Vol. 3 in or
11	Atul Vachhani	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or
12 13	Raju Vachhani	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or
14	Paul Warren	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or
15 16	Mickey Weizmann	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or
17	Christine Wiese	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or
18	Andre Williams	about September, 2007 by Plaintiff's receipt of TBN Vol. 3 in or
19 20		about September, 2007
21	Jack Winer	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
22 23	Dennis Wong	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
24	Alice Lu	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
25	Yi Zhang	by Plaintiff's receipt of TBN Vol. 3 in or about September, 2007
2627	111	
28	46	37

1		Misrepresentations and Concealment Made Before
2		Launch of Tower 2 Sales, and to Tower 1 Buyers
3		Before Completion of Deposit Payments
4		
5	Beginning	in or about April, 2007,
6		
7	A.	In order to create interest and consumer confidence in the planned launch of
8		sales for Tower 2 scheduled for June 27, 2007;
9		
10	В.	In order to insure that buyers of Tower 1 units would continue making their
11		deposits;
12		
13	C.	In order to placate existing buyers of Tower 1 condominium units who were
14		voicing displeasure at the lack of construction progress at the site; and
15		
16	D.	In order to convince Tower 1 buyers to sign a second contract,
17		
18	Defendants as idea	ntified hereinbelow engaged in a series of communications designed to
19	misrepresent the fo	ollowing:
20		
21	XIII. Misrepreso	entation Set Number 13
22	That as of	June 4, 2007, construction activities were underway.
23		
24	1. By I	Developer Defendants and Developer Agent Defendants by written
25	state	ments provided to the identified Plaintiffs on or about June 4, 2007, in what
26	was	referred to as one of a "regular Trump Baja homeowner updates." (Hereinafter
27	the '	June 4, 2007 Update " Exhibit 70). This June 4, 2007 Update was received
28	by th	nose Plaintiffs identified hereinbelow in the form of both a letter and/or an e-

413. These representations as contained in the aforementioned June 4, 2007 Update, as set forth hereinabove, were made in the manner set forth to the following Plaintiffs on or about the following dates:

8	Plaintiff	Representations Made On or About / In or About / In or About	By Whom, and in What Manner
10	Claudia Abuin	June 4, 2007	by receipt of the June 4, 2007 Update
11	Phillip Ahn	June 4, 2007	by receipt of the June 4, 2007 Update
12	Anisha Antony	June 4, 2007	by receipt of the June 4, 2007 Update
13	Rahul Singh	June 4, 2007	by receipt of the June 4, 2007 Update
14	David Atherton	June 4, 2007	by receipt of the June 4, 2007 Update
15	Rakesh Bajaria	June 4, 2007	by receipt of the June 4, 2007 Update
16	Himat Desai	June 4, 2007	by receipt of the June 4, 2007 Update
17	Himmat Thummar	June 4, 2007	by receipt of the June 4, 2007 Update
18	Carlos Bardmess	June 4, 2007	by receipt of the June 4, 2007 Update
19	Sandra Bardmess	June 4, 2007	by receipt of the June 4, 2007 Update
20	Andrew Bryant	June 4, 2007	by receipt of the June 4, 2007 Update
21	Andrea Bryant	June 4, 2007	by receipt of the June 4, 2007 Update
22	Rich Bartone	June 4, 2007	by receipt of the June 4, 2007 Update
23	Jamie Besaw	June 4, 2007	by receipt of the June 4, 2007 Update
24	Bizness Developers, LLC	June 4, 2007	by receipt of the June 4, 2007 Update
25	Henry Hsu Chai	June 4, 2007	by receipt of the June 4, 2007 Update
26	Daniel Cota	June 4, 2007	by receipt of the June 4, 2007 Update
27	Anna Cota	June 4, 2007	by receipt of the June 4, 2007 Update
28			

1	David Cowgill	June 4, 2007	by receipt of the June 4, 2007 Update
2	Sam Dunham	June 4, 2007	by receipt of the June 4, 2007 Update
3	Cecilia Dunham	June 4, 2007	by receipt of the June 4, 2007 Update
4	Steven Drake	June 4, 2007	by receipt of the June 4, 2007 Update
5	Linda Drake	June 4, 2007	by receipt of the June 4, 2007 Update
6	Carol Duncan	June 4, 2007	by receipt of the June 4, 2007 Update
7	Hans Edwards	June 4, 2007	by receipt of the June 4, 2007 Update
8	Melusina Edwards	June 4, 2007	by receipt of the June 4, 2007 Update
9 10	Mark Eshraghi	June 4, 2007	by receipt of the June 4, 2007 Update
11	Jerry Frazee	June 4, 2007	by receipt of the June 4, 2007 Update
12	Constance Frazee	June 4, 2007	by receipt of the June 4, 2007 Update
13	Robert H. Frazee	June 4, 2007	by receipt of the June 4, 2007 Update
14	Mary Ellen Frazee	June 4, 2007	by receipt of the June 4, 2007 Update
15	George T. Ricks (GTR Properties, Inc.)	June 4, 2007	by receipt of the June 4, 2007 Update
16	Gulf Coast Investments, Ltd.	June 4, 2007	by receipt of the June 4, 2007 Update
17	Peter Haidorfer	June 4, 2007	by receipt of the June 4, 2007 Update
18	Larry Harris	June 4, 2007	by receipt of the June 4, 2007 Update
19	Mark Ippolito	June 4, 2007	by receipt of the June 4, 2007 Update
20	Zaheer Kasad	June 4, 2007	by receipt of the June 4, 2007 Update
21	Flor Kasad	June 4, 2007	by receipt of the June 4, 2007 Update
22 23	Christopher Kearney	June 4, 2007	by receipt of the June 4, 2007 Update
24	Grace Kearney	June 4, 2007	by receipt of the June 4, 2007 Update
25	Sang Min Kim	June 4, 2007	by receipt of the June 4, 2007 Update
26	King Penguin Properties, LLC	June 4, 2007	by receipt of the June 4, 2007 Update by Mike Mikelic
2728	Zeny Lamarsh	June 4, 2007	by receipt of the June 4, 2007 Update

1	Michael Lindsay	June 4, 2007		by receipt of the June 4, 2007 Update
2	Angela (Van De Velde) Lindsay	June 4, 2007		by receipt of the June 4, 2007 Update
3	Igor Lukyan	June 4, 2007		by oral representations made by Rosy Torres for the S&P Defendants
5	Christina Manriquez	June 4, 2007		by receipt of the June 4, 2007 Update
6	MA. Guadalupe Mendoza Mendoza	June 4, 2007		by receipt of the June 4, 2007 Update
7 8	Margarita Mendoza Mendoza	June 4, 2007		by receipt of the June 4, 2007 Update
9	Jose Mendoza	June 4, 2007		by receipt of the June 4, 2007 Update
10	Leticia Mendoza	June 4, 2007		by receipt of the June 4, 2007 Update
11	Darnelia Moller	June 4, 2007		by receipt of the June 4, 2007 Update
12	James Morrison	June 4, 2007		by receipt of the June 4, 2007 Update
13	Linda Morrison	June 4, 2007		by receipt of the June 4, 2007 Update
14	Michael R. Mueller Revocable Trust	June 4, 2007		by receipt of the June 4, 2007 Update
15	Jennifer A. Mull	June 4, 2007		by receipt of the June 4, 2007 Update
16	Gary P. Scott	June 4, 2007		by receipt of the June 4, 2007 Update
17	James Mullany	June 4, 2007		by receipt of the June 4, 2007 Update
18	Terri L. Mullany	June 4, 2007		by receipt of the June 4, 2007 Update
19	Con Nguyen	June 4, 2007		by receipt of the June 4, 2007 Update
20	Linda Nguyen	June 4, 2007		by receipt of the June 4, 2007 Update
21	Paragon LLC	June 4, 2007		by receipt of the June 4, 2007 Update
22	Derek O'Brien	June 4, 2007		by receipt of the June 4, 2007 Update
23	Pamala O'Brien	June 4, 2007		by receipt of the June 4, 2007 Update
24	Genoveva Ochoa-Ortiz	June 4, 2007		by receipt of the June 4, 2007 Update
25	Sophia Pesotchinsky	June 4, 2007		by receipt of the June 4, 2007 Update
26	Leon Pesotchinsky	June 4, 2007		by receipt of the June 4, 2007 Update
27	Thomas Pfleider	June 4, 2007		by receipt of the June 4, 2007 Update
28			171	

1	Christina Pfleider	June 4, 2007	by receipt of the June 4, 2007 Update
2	Manuel A. Ramos	June 4, 2007	by receipt of the June 4, 2007 Update
3	Maria E. Ramos	June 4, 2007	by receipt of the June 4, 2007 Update
4	Real Development, LLC	June 4, 2007	by receipt of the June 4, 2007 Update by Robert Edelman
5	Russell Reyes	June 4, 2007	by receipt of the June 4, 2007 Update
6	Jennifer Reyes	June 4, 2007	by receipt of the June 4, 2007 Update
7	Hadley McGaughey	June 4, 2007	by receipt of the June 4, 2007 Update
8	Dolores Roberts	June 4, 2007	by receipt of the June 4, 2007 Update
9	Raul Robles	June 4, 2007	by receipt of the June 4, 2007 Update
10	Sonia Robles	June 4, 2007	by receipt of the June 4, 2007 Update
11	Mike Rodriguez	June 4, 2007	by receipt of the June 4, 2007 Update
12	Schmidt Family Trust	June 4, 2007	by receipt of the June 4, 2007 Update
13 14	Charles Scibetti, (Monument Partners)	June 4, 2007	by receipt of the June 4, 2007 Update
15 16	Alexander Purdie (Monument Partners)	June 4, 2007	by receipt of the June 4, 2007 Update
17 18	Edith Purdie (Monument Partners)	June 4, 2007	by receipt of the June 4, 2007 Update
19	Cynthia Shaw	June 4, 2007	by receipt of the June 4, 2007 Update
20	David Shaw	June 4, 2007	by receipt of the June 4, 2007 Update
21	Kathryn Kampman	June 4, 2007	by receipt of the June 4, 2007 Update
22	Patricia Olsen	June 4, 2007	by receipt of the June 4, 2007 Update
23	Evan St.Germain	June 4, 2007	by receipt of the June 4, 2007 Update
24	John Trujillo	June 4, 2007	by receipt of the June 4, 2007 Update
25	Andre Williams	June 4, 2007	by receipt of the June 4, 2007 Update
2627	Jack Winer	June 4, 2007	by receipt of the June 4, 2007 Update

Misrepresentations and Concealment Made to Tower 1 Buyers and After Sales to Tower 2 Buyers

414. In order to placate existing buyers of Tower 1 condominium Units who were voicing displeasure at the lack of construction progress at the site, and in order to convince Tower 1 buyers to sign a second contract, Defendants, as set forth hereinbelow, engaged in a series of communications designed to misrepresent the facts relative to the status of the Project relative to the HUD registration and construction progress.

XIV. Misrepresentation Set Number 14

- The Project need not be registered nor be in compliance with the a. requirements of HUD and applicable U.S. statutes.
- b. That any registration of the Project with HUD was being done as an option and was not mandatory.
- That there were no changes from the Initial Tower 1 Sales Contract, but c. rather, HUD requested that all Tower 1 contracts be "updated."
- 415. As **Developer Agent Defendants**, (pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein by reference), Misrepresentation Set Number 14 was made as described hereinbelow by the following persons acting by and for the **S&P Defendants**, for and on behalf of the **Developer Defendants**, by oral statements made by the identified **S&P Defendants**' sales personnel on or about the dates set forth as follows:

23

1. By oral statement made by the identified **S&P Defendants'** personnel.

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2. By written statements contained within the Trump-Grosfeld letter (Exhibit 43) and email communications made by the identified S&P Defendants'

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personnel as identified below.

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to the identified Plaintiffs by way of:

By oral statements made by the identified **S&P Defendants** sales personnel.

3. By oral statements made by the identified **IRONGATE Defendants'** personnel.

the **Developer Defendants**' efforts to cover for their prior failure to properly comply with the HUD registration and disclosure requirements for property being offered within the United States, and further to circumvent the HUD registration exemptions which might have applied in the case of where construction of the property would have been completed within two (2) years from the date of contract, and as part of those efforts to so cover up, to attempt to obtain the assent of the buyers to sign amended Agreements which new agreements were designed to comply with HUD registration and disclosure requirements, and which further were designed to circumvent the earlier contractual provisions which provided for a "Promise Date" for delivery of the condominiums.

The actual purpose of the Defendants making these representations was as part of

- 417. Pursuant to the Authority to Speak Allegations set forth hereinabove, which allegations are incorporated herein, Misrepresentation Set Number 14 was made as described hereinbelow by the following persons acting for and/or on behalf of the **Developer Defendants**
 - 1. In correspondence wherein Donald J. "Trump and Irongate" principal, Jason Grosfeld sign a letter on PB Impulsores letterhead as the developers of the Project. Though each of the Tower 1 Plaintiffs to this Action, (excepting therefrom Kelley) received this letter, Plaintiffs attach only a single exemplary copy of this letter hereto as Exhibit 43 (hereinafter referred to as the "Trump-Grosfeld Letter"). When receipt of this document is indicated, the same shall be deemed to be in or about Mid-August through Mid September, 2007 as to each recipient.

418. These misrepresentations (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 14 were made to the following Plaintiffs in the manner set forth as follows:

4			
5	Plaintiff	Representations Made On or About	By Whom, and in What Manner
6		/ In or About / In or About	
7			
8	Claudia Abuin	October, 2007	by oral representations made by Rotthe S&P Defendants
9		August, 2007	by receipt of the Trump-Grosfeld Lo
10	Phillip Ahn	August, 2007	by receipt of the Trump-Grosfeld Lo

2

7		of About	
7 8	Claudia Abuin	October, 2007	by oral representations made by Rosy Torres for the S&P Defendants
9		August, 2007	by receipt of the Trump-Grosfeld Letter
10	Phillip Ahn	August, 2007	by receipt of the Trump-Grosfeld Letter
11	Anisha Antony	August, 2007	by receipt of the Trump-Grosfeld Letter
12	Rahul Singh	August, 2007	by receipt of the Trump-Grosfeld Letter
13	David Atherton	August, 2007	by receipt of the Trump-Grosfeld Letter
14	Rakesh Bajaria	August, 2007	by receipt of the Trump-Grosfeld Letter
15	Himat Desai	August, 2007	by receipt of the Trump-Grosfeld Letter
16	Himmat Thummar	August, 2007	by receipt of the Trump-Grosfeld Letter
17	Carlos Bardmess	July 18, 2007	by oral representations made by GROSFELD for the IRONGATE Defendants
18		August, 2007	by receipt of the Trump-Grosfeld Letter
19 20	Sandra Bardmess	July 18, 2007	by oral representations made by GROSFELD for the IRONGATE Defendants
21		August, 2007	by receipt of the Trump-Grosfeld Letter
22	Andrew Bryant	July 17, 2007	by a letter from Brendan Mann for the S&P Defendants
23		August, 2007	by receipt of the Trump-Grosfeld Letter
24		July 19, 2007	by an email from Jason GROSFELD for
25			Irongate
26	Andrea Bryant	July 17, 2007	by a letter from Brendan Mann for the S&P Defendants
27		August, 2007	by receipt of the Trump-Grosfeld Letter
28			475

1		July 19, 2007	by an email from Jason GROSFELD for Irongate
3	Rich Bartone	Apr. 8, 2008	by oral representations made by Carlos Palofax for Irongate
4		Apr. 11, 2008	by oral representations made by FEDERMAN for the Developer Defendants
5		August, 2007	by receipt of the Trump-Grosfeld Letter
6 7	Jamie Besaw	September 20, 2007	by oral representations made by Joel Greene for the S&P Defendants
8		August, 2007	by receipt of the Trump-Grosfeld Letter
9	Bizness Developers, LLC	August, 2007	by receipt of the Trump-Grosfeld Letter by Richard Melton for Bizness Developers, LLC
10 11	Gregory Callegari	Mar. 24, 2008	by oral representations made by Tracy Collingridge for the S&P Defendants
12	Henry Hsu Chai	August, 2007	by receipt of the Trump-Grosfeld Letter
13	Daniel Cota	August, 2007	by receipt of the Trump-Grosfeld Letter
14	Anna Cota	August, 2007	by receipt of the Trump-Grosfeld Letter
15	David Cowgill	August, 2007	by receipt of the Trump-Grosfeld Letter
16	Sam Dunham	July 16, 2007	by a letter from Brendan Mann for the S&P Defendants
17			by receipt of the Trump-Grosfeld Letter
18 19	Cecilia Dunham	July 16, 2007	by a letter from Brendan Mann for the S&P Defendants
20		August, 2007	by receipt of the Trump-Grosfeld Letter
21	Steven Drake	August, 2007	by receipt of the Trump-Grosfeld Letter
22	Linda Drake	August, 2007	by receipt of the Trump-Grosfeld Letter
23	Carol Duncan	August, 2007	by receipt of the Trump-Grosfeld Letter
24	Hans Edwards	August, 2007	by receipt of the Trump-Grosfeld Letter
25	Melusina Edwards	August, 2007	by receipt of the Trump-Grosfeld Letter
26	James P. Egan	August, 2007	by receipt of the Trump-Grosfeld Letter
27		May of 2007	by oral representations made by Brendan Mann
28		2	for the S&P Defendants
			IDED COMPLAINT

1		August, 2007	by receipt of the Trump-Grosfeld Letter
2	Geoffrey Folsom	August, 2007	by receipt of the Trump-Grosfeld Letter
3	Jerry Frazee	Nov. 27, 2007	by written representations made by Brendan Mann for the S&P Defendants
4		August, 2007	by receipt of the Trump-Grosfeld Letter
5 6	Constance Frazee	Nov. 27, 2007	by written representations made by Brendan Mann for the S&P Defendants
7		August, 2007	by receipt of the Trump-Grosfeld Letter
8	Robert H. Frazee	August, 2007	by receipt of the Trump-Grosfeld Letter
9	Mary Ellen Frazee	August, 2007	by receipt of the Trump-Grosfeld Letter
10	George T. Ricks (GTR Properties, Inc.)	August, 2007	by receipt of the Trump-Grosfeld Letter by George T. Ricks
11 12	Gulf Coast Investments, Ltd.	August, 2007	by receipt of the Trump-Grosfeld Letter by Philip Mosely
13	Peter Haidorfer	August, 2007	by receipt of the Trump-Grosfeld Letter
14	Larry Harris	August, 2007	by receipt of the Trump-Grosfeld Letter
15	Mark Ippolito	August, 2007	by receipt of the Trump-Grosfeld Letter
16	Zaheer Kasad	Oct. 8, 2008	by oral representations made by Matias Susel for the S&P Defendants
17		August, 2007	by receipt of the Trump-Grosfeld Letter
18 19	Flor Kasad	Oct. 8, 2008	by oral representations made by Matias Susel for the S&P Defendants
20		August, 2007	by receipt of the Trump-Grosfeld Letter
21	Christopher Kearney	May 13, 2008	by an email from Alana Jacobs for Irongate
22		August, 2007	by receipt of the Trump-Grosfeld Letter
23	Grace Kearney	May 13, 2008	by an email from Alana Jacobs for Irongate
24		August, 2007	by receipt of the Trump-Grosfeld Letter
25	Sang Min Kim	August, 2007	by receipt of the Trump-Grosfeld Letter
2627	King Penguin Properties, LLC	August, 2007	by receipt of the Trump-Grosfeld Letter by Mike Mikelic
	-r · · · · · · · · · · · · · ·		
28		4	477

1		Dec. 1, 2007	by an email from FEDERMAN for the IRONGATE Defendants to Mike Mikelic
3		Dec. 1, 2007	by an email from Mark Sanchez for the IRONGATE Defendants to Mike Mikelic
4	Zeny Lamarsh	August, 2007	by receipt of the Trump-Grosfeld Letter
5	Michael Lindsay	Mar. 27, 2008	by an email from Tracy Collingridge for the S&P Defendants
6		August, 2007	by receipt of the Trump-Grosfeld Letter
7 8		Apr. 17, 2008	by oral representations made by Matias Susel for the S&P Defendants
9	Angela (Van De Velde) Lindsay	Mar. 27, 2008	by an email from Tracy Collingridge for the S&P Defendants
10		August, 2007	by receipt of the Trump-Grosfeld Letter
11 12		Apr. 17, 2008	by oral representations made by Matias Susel for the S&P Defendants
13	Igor Lukyan	August, 2007	by receipt of the Trump-Grosfeld Letter
14	Christina Manriquez	August, 2007	by receipt of the Trump-Grosfeld Letter
15	•		
16	MA. Guadalupe Mendoza Mendoza	August, 2007	by receipt of the Trump-Grosfeld Letter
17		July 16, 2007	by oral representations by Brendan Mann for the S&P Defendants
18		. 2007	
19	Margarita Mendoza Mendoza	August, 2007	by receipt of the Trump-Grosfeld Letter
20		July 16, 2007	by oral representations by Brendan Mann for
21			the S&P Defendants
22	Jose Mendoza	August, 2007	by receipt of the Trump-Grosfeld Letter
23	Leticia Mendoza	August, 2007	by receipt of the Trump-Grosfeld Letter
24	Darnelia Moller	September 14, 2007	by a written letter from FEDERMAN for the IRONGATE Defendants (Exhibit 40)
2526		Apr. 27, 2008	by oral representations made by FEDERMAN for the Developer Defendants
27		Sept. 12, 2007	by oral representations made by Brendan Mann for the S&P Defendants
28			478

1		August, 2007	by receipt of the Trump-Grosfeld Letter
2		Sept. 14, 2007	by an email from Tracy Collingridge for the S&P Defendants
3	James Morrison	August, 2007	by receipt of the Trump-Grosfeld Letter
4	Linda Morrison	August, 2007	by receipt of the Trump-Grosfeld Letter
5 6	Michael R. Mueller Revocable Trust	August, 2007	by receipt of the Trump-Grosfeld Letter by Michael Mueller
7	Jennifer A. Mull	August, 2007	by receipt of the Trump-Grosfeld Letter
8	Gary P. Scott	August, 2007	by receipt of the Trump-Grosfeld Letter
9	James Mullany	August, 2007	by receipt of the Trump-Grosfeld Letter
10	Terri L. Mullany	August, 2007	by receipt of the Trump-Grosfeld Letter
11	Con Nguyen	August, 2007	by receipt of the Trump-Grosfeld Letter
12	Linda Nguyen	August, 2007	by receipt of the Trump-Grosfeld Letter
13	Paragon LLC	August, 2007	by receipt of the Trump-Grosfeld Letter
14	Derek O'Brien	August, 2007	by receipt of the Trump-Grosfeld Letter
15	Pamala O'Brien	August, 2007	by receipt of the Trump-Grosfeld Letter
16	Genoveva Ochoa- Ortiz	August, 2007	by receipt of the Trump-Grosfeld Letter
17	Sophia Pesotchinsky	August, 2007	by receipt of the Trump-Grosfeld Letter
18	Leon Pesotchinsky	August, 2007	by receipt of the Trump-Grosfeld Letter
19	Thomas Pfleider	August, 2007	by receipt of the Trump-Grosfeld Letter
20	Christina Pfleider	August, 2007	by receipt of the Trump-Grosfeld Letter
21	Manuel A. Ramos	August, 2007	by receipt of the Trump-Grosfeld Letter
22	Maria E. Ramos	August, 2007	by receipt of the Trump-Grosfeld Letter
23	Real Development,	August, 2007	by receipt of the Trump-Grosfeld Letter
24	LLC	A 2007	
25	Russell Reyes	August, 2007	by receipt of the Trump-Grosfeld Letter
26	Jennifer Reyes	August, 2007	by receipt of the Trump-Grosfeld Letter
27	Hadley McGaughey	August, 2007	by receipt of the Trump-Grosfeld Letter
28	Dolores Roberts		by receipt of the Trump-Grosfeld Letter 479 NDED COMPLAINT
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1	Raul Robles	August, 2007	by receipt of the Trump-Grosfeld Letter
2	Sonia Robles	August, 2007	by receipt of the Trump-Grosfeld Letter
3	Mike Rodriguez	August, 2007	by receipt of the Trump-Grosfeld Letter
4	Schmidt Family Trust	August, 2007	by receipt of the Trump-Grosfeld Letter by Joseph Schmidt
5 6	Charles Scibetti, (Monument Partners)	August, 2007	by receipt of the Trump-Grosfeld Letter by Plaintiff on behalf of Monument Partners
7 8	Alexander Purdie (Monument Partners)	August, 2007	by receipt of the Trump-Grosfeld Letter by Plaintiff on behalf of Monument Partners
9	Edith Purdie (Monument Partners)	August, 2007	by receipt of the Trump-Grosfeld Letter by Plaintiff on behalf of Monument Partners
11	Cynthia Shaw	August, 2007	by receipt of the Trump-Grosfeld Letter
12	David Shaw	August, 2007	by receipt of the Trump-Grosfeld Letter
13	Kathryn Kampman	August, 2007	by receipt of the Trump-Grosfeld Letter
14	Patricia Olsen	August, 2007	by receipt of the Trump-Grosfeld Letter
15	Evan St.Germain	August, 2007	by receipt of the Trump-Grosfeld Letter
16	John Trujillo	August, 2007	by receipt of the Trump-Grosfeld Letter
17	Andre Williams	August, 2007	by receipt of the Trump-Grosfeld Letter
18 19	Jack Winer	August, 2007	by receipt of the Trump-Grosfeld Letter
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Misrepresentations Made to All Buyers

After Execution of the Purchase Agreements

XV. <u>Misrepresentation Set Number 15</u>:

That as of March, 2008, the construction loan for the Trump Ocean Resort Baja had been approved and was soon to be funded, which would allow vertical construction to move forward.

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allegations are incorporated herein), as set forth in Misrepresentation Set Number 15, were made in the following manner:

1. By oral representations made by way of telephone calls from Tracy Collingridge; and

These misrepresentations (pursuant to the Authority to Speak allegations, which

By correspondence sent by Tracy Collingridge on or about March 26, 2008, an 2. exemplar of which is attached hereto as **Exhibit 75**, (hereinafter the "Collingridge" Funding Update").

420. Pursuant to the Authority to Speak allegations, which are incorporated herein by reference, these misrepresentations were made to the following Plaintiffs, by the following persons, at or about the time, and in the manner set forth as follows:

15	Plaintiff	Representations Made On or About / In or	By Whom, and in What Manner
16		About / In or About	
17	Phillip Ahn	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
18		March 26, 2008	by receipt of Collingridge Fund Update
19	Eduardo J. Almeida	March 20, 2008	by telephone call from Tracy Collingridge for
20			the S&P Defendants
21		March 26, 2008	by receipt of Collingridge Fund Update
22	Kirupairaj Asirvatham	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
23		March 26, 2008	by receipt of Collingridge Fund Update
24	Jenny Shen	March 20, 2008	by telephone call from Tracy Collingridge for
25	Jenny Shen	Waren 20, 2006	the S&P Defendants
26		March 26, 2008	by receipt of Collingridge Fund Update
27	David Atherton	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
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1		March 26, 2008	by receipt of Collingridge Fund Update
2	Rich Bartone	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
3		March 26, 2008	by receipt of Collingridge Fund Update
5	Gregory Callegari	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
6		March 26, 2008	by receipt of Collingridge Fund Update
7	Henry Hsu Chai	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
8		March 26, 2008	by receipt of Collingridge Fund Update
9	David Cowgill	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
11		March 26, 2008	by receipt of Collingridge Fund Update
12	Steven Drake	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
13		March 26, 2008	by receipt of Collingridge Fund Update
14 15	Linda Drake	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
16		March 26, 2008	by receipt of Collingridge Fund Update
17	Jeffrey Enslen	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
18		March 26, 2008	by receipt of Collingridge Fund Update
19 20	Brian Gaber	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
21		March 26, 2008	by receipt of Collingridge Fund Update
22	Cindy Gaber	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
23		March 26, 2008	by receipt of Collingridge Fund Update
2425	Mary Hetz	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
26		March 26, 2008	by receipt of Collingridge Fund Update
27	Paula Mello	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
28			_

1		March 26, 2008	by receipt of Collingridge Fund Update
2	Alice Beas	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
3		March 26, 2008	by receipt of Collingridge Fund Update
5	Hamed Hoshyarsar	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
6		March 26, 2008	by receipt of Collingridge Fund Update
7	Payman Hoshyarsar	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
8		March 26, 2008	by receipt of Collingridge Fund Update
9	Kenneth Zaccaria	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
11		March 26, 2008	by receipt of Collingridge Fund Update
12	Larry Weiss	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
13		March 26, 2008	by receipt of Collingridge Fund Update
1415	Mark Ippolito	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
16		March 26, 2008	by receipt of Collingridge Fund Update
17	Christopher Kearney	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
18		March 26, 2008	by receipt of Collingridge Fund Update
19 20	Grace Kearney	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
21		March 26, 2008	by receipt of Collingridge Fund Update
22	John Kehoe	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
23		March 26, 2008	by receipt of Collingridge Fund Update
2425	Elyse Kehoe	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
26		March 26, 2008	by receipt of Collingridge Fund Update
27	Michael Lindsay	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
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1		March 26, 2008	by receipt of Collingridge Fund Update
2	Angela (Van De Velde) Lindsay	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
3		March 26, 2008	by receipt of Collingridge Fund Update
4 5	Jay Mikulski	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
6		March 26, 2008	by receipt of Collingridge Fund Update
7	Darnelia Moller	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
8		March 26, 2008	by receipt of Collingridge Fund Update
9	Con Nguyen	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
11		March 26, 2008	by receipt of Collingridge Fund Update
12	Linda Nguyen	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
13		March 26, 2008	by receipt of Collingridge Fund Update
1415	Daniel D. Nguyen	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
16		March 26, 2008	by receipt of Collingridge Fund Update
17	Khanh M. Nguyen	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
18		March 26, 2008	by receipt of Collingridge Fund Update
19 20	Ibrahim Najm	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
21		March 26, 2008	by receipt of Collingridge Fund Update
22	Deborah Najm	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
23		March 26, 2008	by receipt of Collingridge Fund Update
2425	Nizar Najm	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
26		March 26, 2008	by receipt of Collingridge Fund Update
27	Paragon LLC	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
28			

1		March 26, 2008	by receipt of Collingridge Fund Update
2	Derek O'Brien	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
3		March 26, 2008	by receipt of Collingridge Fund Update
4 5	Pamala O'Brien	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
6		March 26, 2008	by receipt of Collingridge Fund Update
7	Giuseppe Pannarale	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
8		March 26, 2008	by receipt of Collingridge Fund Update
9	Thomas Pfleider	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
11		March 26, 2008	by receipt of Collingridge Fund Update
12	Christina Pfleider	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
13		March 26, 2008	by receipt of Collingridge Fund Update
1415	Real Development, LLC	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants to Robert Edelman
16		March 26, 2008	by receipt of Collingridge Fund Update by Robert Edelman
17 18	Eleanor Santos	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
19		March 26, 2008	by receipt of Collingridge Fund Update
20	Michael Schieble	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
21		March 26, 2008	by receipt of Collingridge Fund Update
2223	Melissa Schieble	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
24		March 26, 2008	by receipt of Collingridge Fund Update
25	John Schieble	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
26		March 26, 2008	by receipt of Collingridge Fund Update
2728	Eileen Schieble	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
		48	35

1		March 26, 2008	by receipt of Collingridge Fund Update
2	Charles Scibetti, (Monument	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
3	Partners)		
4		March 26, 2008	by receipt of Collingridge Fund Update by Plaintiff
5	Alexander Purdie	March 20, 2008	by telephone call from Tracy Collingridge for
6	(Monument Partners)		the S&P Defendants
7		March 26, 2008	by receipt of Collingridge Fund Update by
8		,	Plaintiff
9	Edith Purdie (Monument	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
10	Partners)		
11		March 26, 2008	by receipt of Collingridge Fund Update by Plaintiff
12	Colin Stewart	March 20, 2008	by telephone call from Tracy Collingridge for
13			the S&P Defendants
14		March 26, 2008	by receipt of Collingridge Fund Update
15	Nelofeir Stewart	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
16			
17		March 26, 2008	by receipt of Collingridge Fund Update
18	Evan St.Germain	March 20, 2008	by telephone call from Tracy Collingridge for the S&P Defendants
		March 26, 2008	by receipt of Collingridge Fund Update
19		wiaicii 20, 2000	by receipt of Confinginge Fund Opdate
20			

XVI. Misrepresentation Set Number 16:

That the lack of construction was caused by several events, which included that the building design went through an exhaustive quality control review; that the discovery of deeper bedrock delayed construction in that this discovery required the "team to reengineer a portion of the building;" that the building footings and foundations were completed; that all underground drainage systems were put in place; that in the face of increased scrutiny due to the "credit implosion in the U.S." "Irongate and S&P proved the

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	About	
a Abuin	October, 2007	by oral representations made by Rosy Torres for the S&P Defendants
		by receipt of the"Happy New Year!" Letter
Ahn		by receipt of the"Happy New Year!" Letter
Albert		by receipt of the"Happy New Year!" Letter
lo J. Almeida	October, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
	October, 2007	by oral representations made by Matias Susel for the S&P Defendants
		by receipt of the"Happy New Year!" Letter 487
-	FOURTH A	MENDED COMPLAINT

	.(
1	Anisha Antony		by receipt of the"Happy New Year!" Letter
2	Rahul Singh		by receipt of the" Happy New Year!" Letter
3	Kirupairaj Asirvatham		by receipt of the" Happy New Year!" Letter
4	Jenny Shen		by receipt of the"Happy New Year!" Letter
5	David Atherton		by receipt of the"Happy New Year!" Letter
6	Moo Han Bae		by receipt of the"Happy New Year!" Letter
7	Chung Hee Bae		by receipt of the"Happy New Year!" Letter
8	Rakesh Bajaria		by receipt of the"Happy New Year!" Letter
9	Himat Desai		by receipt of the"Happy New Year!" Letter
10	Himmat Thummar		by receipt of the"Happy New Year!" Letter
11 12	Carlos Bardmess	July 18, 2007	by oral representations made by GROSFELD for the IRONGATE Defendants
13			by receipt of the"Happy New Year!" Letter
14	Sandra Bardmess	July 18, 2007	by oral representations made by GROSFELD for the IRONGATE Defendants
15			by receipt of the"Happy New Year!" Letter
1617	Andrew Bryant	July 17, 2007	by a letter from Brendan Mann for the S&P Defendants
18			by receipt of the"Happy New Year!" Letter
19		July 19, 2007	by an email from Jason GROSFELD for Irongate
20	Andrea Bryant	July 17, 2007	by a letter from Brendan Mann for the S&P Defendants
21			by receipt of the"Happy New Year!" Letter
22		July 19, 2007	by an email from Jason GROSFELD for
23		July 19, 2007	Irongate
2425	Rich Bartone	Apr. 8, 2008	by oral representations made by Carlos Palofax for Irongate
26		Apr. 11, 2008	by oral representations made by FEDERMAN for the Developer Defendants
27			by receipt of the"Happy New Year!" Letter
28		4	88
	· — — — — — — — — — — — — — — — — — — —		

1	Jamie Besaw	Sept. 20, 2007	by oral representations made by Joel Greene for the S&P Defendants
2			by receipt of the"Happy New Year!" Letter
3 4	Bizness Developers, LLC		by receipt of the"Happy New Year!" Letter by Richard Melton
5	Gregory Callegari	Mar. 24, 2008	by oral representations made by Tracy Collingridge for the S&P Defendants
6			by receipt of the"Happy New Year!" Letter
7 8	Mauricio Caycedo	Nov. 25, 2007	by oral representations made by Kevin Elrod for the S&P Defendants
9			by receipt of the"Happy New Year!" Letter
10		Mar. 15, 2008	by oral representations made by Matias Susel for the S&P Defendants
11	Henry Hsu Chai		by receipt of the"Happy New Year!" Letter
12	Daniel Cota		by receipt of the"Happy New Year!" Letter
13	Anna Cota		by receipt of the"Happy New Year!" Letter
14	David Cowgill		by receipt of the"Happy New Year!" Letter
15 16	David Crossley	Jan. 27, 2008	by oral representations made by David Bethany for the S&P Defendants
17			by receipt of the"Happy New Year!" Letter
18	Carol Crossley	Jan. 27, 2008	by oral representations made by David Bethany for the S&P Defendants
19			by receipt of the"Happy New Year!" Letter
20 21	Robert Culbertson	Oct. 9, 2007	by written representations made by Kevin Elrod for the S&P Defendants
22			by receipt of the"Happy New Year!" Letter
23	Sylvia Culbertson	Oct. 9, 2007	by written representations made by Kevin Elrod for the S&P Defendants
24			by receipt of the"Happy New Year!" Letter
2526	Sam Dunham	July 16, 2007	by a letter from Brendan Mann for the S&P Defendants
27			by receipt of the"Happy New Year!" Letter
28			
		48	NED COMPLAINT

by a letter from Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter				
by receipt of the "Happy New Year!" Letter Melusina Edwards by receipt of the "Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Cecilia Dunham	July 16, 2007	
Steven Drake Linda Drake Linda Drake Carol Duncan Hans Edwards Melusina Edwards James P. Egan Jeffrey Enslen Mark Eshraghi April, 2007 May of 2007 Wivian Evans Geoffrey Folsom Sept. 7, 2007 Sept. 7, 2007 Sept. 7, 2007 Steven Drake by receipt of the "Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter Constance Frazee Nov. 27, 2007 by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter				by receipt of the"Happy New Year!" Letter
Linda Drake Carol Duncan Hans Edwards Melusina Edwards James P. Egan Jeffrey Enslen Mark Eshraghi April, 2007 May of 2007 Sept. 7, 2007 Sept. 7, 2007 Mov. 27, 2007 Defendants by receipt of the "Happy New Year!" Letter by oral representations made by Marie Laure Frere for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Steven Drake		by receipt of the"Happy New Year!" Letter
Carol Duncan Hans Edwards Melusina Edwards Melusina Edwards James P. Egan Mark Eshraghi May of 2007 May of 2007 Sept. 7, 2007 Sept. 7, 2007 More Frazee Nov. 27, 2007 Defendants by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Linda Drake		by receipt of the"Happy New Year!" Letter
Hans Edwards Melusina Edwards Melusina Edwards Melusina Edwards James P. Egan Jeffrey Enslen Mark Eshraghi May of 2007 May of 2007 May of 2007 Sept. 7, 2007 Sept. 7, 2007 Mov. 27, 2007 Mov. 27, 2007 Mov. 27, 2007 Melusina Edwards by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Carol Duncan		by receipt of the"Happy New Year!" Letter
by receipt of the "Happy New Year!" Letter by oral representations made by Marie Laure Frere for the S&P Defendants by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter Vivian Evans Geoffrey Folsom Sept. 7, 2007 by oral representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Hans Edwards		by receipt of the"Happy New Year!" Letter
James P. Egan Jeffrey Enslen Mark Eshraghi May of 2007 May of 2007 May of 2007 by oral representations made by Marie Laure Frere for the S&P Defendants by receipt of the"Happy New Year!" Letter by oral representations made by Brendan Mann for the S&P Defendants by receipt of the"Happy New Year!" Letter by receipt of the"Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the"Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the"Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the"Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the"Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the"Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the"Happy New Year!" Letter		Melusina Edwards		by receipt of the"Happy New Year!" Letter
by receipt of the "Happy New Year!" Letter Mark Eshraghi April, 2007 by oral representations made by Marie Laure Frere for the S&P Defendants May of 2007 by oral representations made by Brendan Manifor the S&P Defendants by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		James P. Egan		by receipt of the"Happy New Year!" Letter
Mark Eshraghi April, 2007 by oral representations made by Marie Laure Frere for the S&P Defendants May of 2007 by oral representations made by Brendan Manifor the S&P Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Jeffrey Enslen		by receipt of the"Happy New Year!" Letter
by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Mark Eshraghi	April, 2007	by oral representations made by Marie Laure Frere for the S&P Defendants
by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter			May of 2007	by oral representations made by Brendan Mann for the S&P Defendants
Vivian Evans Geoffrey Folsom Sept. 7, 2007 by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter				by receipt of the"Happy New Year!" Letter
Geoffrey Folsom Sept. 7, 2007 by oral representations made by GROSFELD for the IRONGATE Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter		Vivian Evans		by receipt of the"Happy New Year!" Letter
Jerry Frazee Nov. 27, 2007 by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter Constance Frazee Nov. 27, 2007 by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter		Geoffrey Folsom	Sept. 7, 2007	
Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter	17			by receipt of the"Happy New Year!" Letter
by receipt of the "Happy New Year!" Letter by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter by receipt of the "Happy New Year!" Letter		Jerry Frazee	Nov. 27, 2007	
Constance Frazee Nov. 27, 2007 by written representations made by Brendan Mann for the S&P Defendants by receipt of the "Happy New Year!" Letter				by receipt of the"Happy New Year!" Letter
		Constance Frazee	Nov. 27, 2007	by written representations made by Brendan Mann for the S&P Defendants
Robert H. Frazee by receipt of the "Happy New Year!" Letter	22			by receipt of the"Happy New Year!" Letter
	23	Robert H. Frazee		by receipt of the"Happy New Year!" Letter
Mary Ellen Frazee by receipt of the "Happy New Year!" Letter	24	Mary Ellen Frazee		by receipt of the"Happy New Year!" Letter
Brian Gaber Apr. 19, 2008 by oral representations made by Matias Susel for the S&P Defendants	25	Brian Gaber	Apr. 19, 2008	
by receipt of the"Happy New Year!" Letter	26			by receipt of the"Happy New Year!" Letter
Cindy Gaber Apr. 19, 2008 by oral representations made by Matias Susel for the S&P Defendants		Cindy Gaber	Apr. 19, 2008	by oral representations made by Matias Susel
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1			by receipt of the"Happy New Year!" Letter
2	George T. Ricks		by receipt of the"Happy New Year!" Letter
3	(GTR Properties, Inc.)		• • • • • • • • • • • • • • • • • • • •
4	Gulf Coast Investments, Ltd.		by receipt of the"Happy New Year!" Letter
5	Peter Haidorfer		by receipt of the"Happy New Year!" Letter
6	Larry Harris		by receipt of the"Happy New Year!" Letter
7 8	Mary Hetz	Mar. 23, 2008	by oral representations made by Matias Susel for the S&P Defendants
9			by receipt of the"Happy New Year!" Letter
10	Paula Mello,	Mar. 23, 2008	by oral representations made by Matias Susel for the S&P Defendants
11			by receipt of the"Happy New Year!" Letter
1213	Alice Beas	Mar. 23, 2008	by oral representations made by Matias Susel for the S&P Defendants
14			by receipt of the"Happy New Year!" Letter
15	Hamed Hoshyarsar	June of 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
16			by receipt of the"Happy New Year!" Letter
17	Payman Hoshyarsar		by receipt of the"Happy New Year!" Letter
18	Kenneth Zaccaria		by receipt of the"Happy New Year!" Letter
19	Larry Weiss		by receipt of the"Happy New Year!" Letter
20	Mark Ippolito		by receipt of the"Happy New Year!" Letter
21	Donald Isbell		by receipt of the"Happy New Year!" Letter
22	Jeffrey Kaiman		by receipt of the"Happy New Year!" Letter
2324	Zaheer Kasad	Oct. 8, 2008	by oral representations made by Matias Susel for the S&P Defendants
25			by receipt of the"Happy New Year!" Letter
26	Flor Kasad	Oct. 8, 2008	by oral representations made by Matias Susel for the S&P Defendants
2728			by receipt of the"Happy New Year!" Letter
20			191

1	Christopher Kearney	May 13, 2008	by an email from Alana Jacobs for Irongate
2			by receipt of the"Happy New Year!" Letter
3	Grace Kearney	May 13, 2008	by an email from Alana Jacobs for Irongate
4			by receipt of the" Happy New Year!" Letter
5 6	John Kehoe	July 2, 2007	by written representations made by FEDERMAN for the Developer Defendants
7		Sept. 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
9			by receipt of the"Happy New Year!" Letter
10	Elyse Kehoe	July 2, 2007	by written representations made by FEDERMAN for the Developer Defendants
11 12		Sept. 1, 2007	by oral representations made by Tracy Collingridge for the S&P Defendants
13			by receipt of the"Happy New Year!" Letter
14	Brian Kelley	Dec. 1, 2007	by oral representations made by Brendan Mann for the S&P Defendants
15			by receipt of the"Happy New Year!" Letter
16 17	Bianka Kelley	Dec. 1, 2007	by oral representations made by Brendan Mann for the S&P Defendants
18			by receipt of the"Happy New Year!" Letter
19	Sang Min Kim		by receipt of the"Happy New Year!" Letter
20	King Penguin Properties, LLC		by receipt of the" Happy New Year!" Letter by Mike Mikelic
21 22		Dec. 1, 2007	by an email from FEDERMAN for the IRONGATE Defendants
23		Dec. 1, 2007	by an email from Mark Sanchez for the IRONGATE Defendants
24	Zeny Lamarsh		by receipt of the"Happy New Year!" Letter
2526	Michael Lindsay	Mar. 27, 2008	by an email from Tracy Collingridge for the S&P Defendants
27			by receipt of the"Happy New Year!" Letter
28			
		EQUIDITI AMEN	192

1		Apr. 17, 2008	by oral representations made by Matias Susel for the S&P Defendants
2 3	Angela (Van De Velde) Lindsay	Mar. 27, 2008	by an email from Tracy Collingridge for the S&P Defendants
4			by receipt of the"Happy New Year!" Letter
5		Apr. 17, 2008	by oral representations made by Matias Susel for the S&P Defendants
6	Igor Lukyan		by receipt of the"Happy New Year!" Letter
7	Christina Manriquez		by receipt of the"Happy New Year!" Letter
8	MA. Guadalupe Mendoza Mendoza		by receipt of the" Happy New Year!" Letter
10		July 16, 2007	by oral representations by Brendan Mann for the S&P Defendants
1112	Margarita Mendoza Mendoza		by receipt of the" Happy New Year!" Letter
13		July 16, 2007	by oral representations by Brendan Mann for the S&P Defendants
14	Jose Mendoza		by receipt of the"Happy New Year!" Letter
15	Leticia Mendoza		by receipt of the"Happy New Year!" Letter
16	Jay Mikulski		by receipt of the"Happy New Year!" Letter
17 18	Darnelia Moller		by a written letter from FEDERMAN for IRONGATE Defendants
19		Apr. 27, 2008	by oral representations made by FEDERMAN for the Developer Defendants
20		Sept. 12, 2007	by oral representations made by Brendan Mann
21			for the S&P Defendants
22		C + 14 2007	by receipt of the"Happy New Year!" Letter
23		Sept. 14, 2007	by an email from Tracy Collingridge for the S&P Defendants
24	James Morrison		by receipt of the"Happy New Year!" Letter
2526		July 16, 2007	by an email from Brendan Mann for the S&P Defendants
27	Linda Morrison		by receipt of the"Happy New Year!" Letter
28		4	93

1		July 16, 2007	by an email from Brendan Mann for the S&P Defendants
2	Edouard Mouaikel		
3			by receipt of the "Happy New Year!" Letter
4	Cynthia Mouaikel		by receipt of the"Happy New Year!" Letter
5	Michael R. Mueller Revocable Trust		by receipt of the"Happy New Year!" Letter
6		July 16, 2008	by an email from FEDERMAN for the IRONGATE Defendants
7	Jennifer A. Mull		by receipt of the" Happy New Year!" Letter
8	Gary P. Scott		by receipt of the"Happy New Year!" Letter
9	James Mullany		by receipt of the"Happy New Year!" Letter
10 11		Jan. 17, 2008	by an email from Matias Susel for the S&P Defendants
12	Terri L. Mullany		by receipt of the"Happy New Year!" Letter
13		Jan. 17, 2008	by an email from Matias Susel for the S&P Defendants
14	Con Nguyen		by receipt of the"Happy New Year!" Letter
15	Linda Nguyen		by receipt of the" Happy New Year!" Letter
16	Daniel D. Nguyen		by receipt of the"Happy New Year!" Letter
17	Khanh M. Nguyen		by receipt of the" Happy New Year!" Letter
18	Ibrahim Najm		by receipt of the"Happy New Year!" Letter
19	Deborah Najm		by receipt of the"Happy New Year!" Letter
20	Nizar Najm		by receipt of the"Happy New Year!" Letter
21	Paragon LLC		by receipt of the"Happy New Year!" Letter
22	Derek O'Brien		by receipt of the"Happy New Year!" Letter
23		Dec. 1, 2008	by an email from Brendan Mann for the S&P
24		,	Defendants
25	Pamala O'Brien		by receipt of the"Happy New Year!" Letter
26		Dec. 1, 2008	by an email from Brendan Mann for the S&P Defendants
27 28	Genoveva Ochoa- Ortiz		by receipt of the" Happy New Year!" Letter
28			94
ļ		FOURTH AMEN	DED COMPLAINT

1		July 18, 2007	by a letter from Brendan Mann for the S&P Defendants
2	Giuseppe Pannarale		by receipt of the"Happy New Year!" Letter
3	Sophia Pesotchinsky		by receipt of the"Happy New Year!" Letter
4 5		May 18, 2007	by an email from Marie Laure Frere for the S&P Defendants
6			
7	Leon Pesotchinsky		by receipt of the"Happy New Year!" Letter
8		May 18, 2007	by an email from Marie Laure Frere for the S&P Defendants
9	Thomas Pfleider		by receipt of the"Happy New Year!" Letter
10		Jan. 26, 2008	by oral representations made by Mark Sanchez of Irongate
11	Christina Pfleider		by receipt of the"Happy New Year!" Letter
12 13		Jan. 26, 2008	by oral representations made by Mark Sanchez of Irongate
14	Ashlyn Pohl		by receipt of the"Happy New Year!" Letter
15		Dec. 1, 2007	by oral representations made by Matias Susel for the S&P Defendants
16	Andrew Pohl		by receipt of the"Happy New Year!" Letter
17 18		Dec. 1, 2007	by oral representations made by Matias Susel for the S&P Defendants
19	Manuel A. Ramos		by receipt of the"Happy New Year!" Letter
20	Maria E. Ramos		by receipt of the"Happy New Year!" Letter
21	Farida Razaqi		by receipt of the"Happy New Year!" Letter
22	Mohammed Razaqi		by receipt of the"Happy New Year!" Letter
23	Real Development, LLC		by receipt of the"Happy New Year!" Letter by Robert Edelman
24	Russell Reyes		by receipt of the"Happy New Year!" Letter
25	Jennifer Reyes		by receipt of the"Happy New Year!" Letter
26	Hadley McGaughey		by receipt of the"Happy New Year!" Letter
2728		Feb. 12, 2007	by an email from Marie Laure Frere for the S&P Defendants
		4	95

FOURTH AMENDED COMPLAINT

1	Dolores Roberts		by receipt of the"Happy New Year!" Letter	
2		Feb. 12, 2007	by an email from Marie Laure Frere for the S&P Defendants	
	Raul Robles		by receipt of the"Happy New Year!" Letter	
4 5		Jan. 26, 2007	by oral representations made by Brendan Mann for the S&P Defendants	
6		Jan. 26, 2007	by written representations made by Brendan Mann for the S&P Defendants	
7	Sonia Robles		by receipt of the"Happy New Year!" Letter	
8 9		Jan. 26, 2007	by oral representations made by Brendan Mann for the S&P Defendants	
10		Jan. 26, 2007	by written representations made by Brendan Mann for the S&P Defendants	
11	Mike Rodriguez		by receipt of the"Happy New Year!" Letter	
12 13		Sept. 1, 2007	by oral representations made by Matias Susel for the S&P Defendants	
14	Eleanor Santos		by receipt of the"Happy New Year!" Letter	
15	James Sartain		by receipt of the"Happy New Year!" Letter	
16	Michael Schieble		by receipt of the"Happy New Year!" Letter	
17	Melissa Schieble		by receipt of the"Happy New Year!" Letter	
18	John Schieble		by receipt of the"Happy New Year!" Letter	
19	Eileen Schieble		by receipt of the"Happy New Year!" Letter	
20	Schmidt Family Trust		by receipt of the"Happy New Year!" Letter by Joseph Schmidt	
2122		July 16, 2007	by a letter from Brendan Mann for the S&P Defendants	
23	Charles Scibetti, (Monument		by receipt of the"Happy New Year!" Letter by Plaintiff for Monument Partners	
24	Partners)			
2526		Nov. 7, 2007	by a letter from Brendan Mann for the S&P Defendants by Plaintiff for Monument Partners	
27	Alexander Purdie (Monument		by receipt of the"Happy New Year!" Letter by Plaintiff for Monument Partners	
28	Partners)	2	496	
	FOURTH AMENDED COMPLAINT			

1 2		Nov. 7, 2007	by a letter from Brendan Mann for the S&P Defendants by Plaintiff for Monument Partners
3	Edith Purdie		by receipt of the"Happy New Year!" Letter by
3	(Monument		Plaintiff for Monument Partners
4	Partners)		
5		Nov. 7, 2007	by a letter from Brendan Mann for the S&P Defendants by Plaintiff for Monument Partners
7	Cynthia Shaw		by receipt of the"Happy New Year!" Letter
	David Shaw		• • •
8			by receipt of the "Happy New Year!" Letter
9	Kathryn Kampman		by receipt of the"Happy New Year!" Letter
10	Patricia Olsen		by receipt of the" Happy New Year!" Letter
11	Colin Stewart		by receipt of the"Happy New Year!" Letter
12	Nelofeir Stewart		by receipt of the"Happy New Year!" Letter
13	Evan St.Germain		by receipt of the"Happy New Year!" Letter
14	Li Sun		by receipt of the"Happy New Year!" Letter
15	Jane Jin		by receipt of the"Happy New Year!" Letter
16	John Trujillo		by receipt of the" Happy New Year!" Letter
17		Dec. 10, 2007	by a letter from Brendan Mann for the S&P Defendants
18	Atul Vachhani		by receipt of the"Happy New Year!" Letter
19	Raju Vachhani		by receipt of the"Happy New Year!" Letter
20	Paul Warren		by receipt of the"Happy New Year!" Letter
21	Taul Wallell		
22		Jan. 25, 2008	by oral representations made by Jason Dolker for the S&P Defendants
23	Mickey Weizmann		by receipt of the"Happy New Year!" Letter
24	Christine Wiese		by receipt of the"Happy New Year!" Letter
25	Andre Williams		by receipt of the" Happy New Year!" Letter
26		Jan. 29, 2008	by a letter from Carlos Palafox for Irongate
27		Jan. 28, 2008	by oral representations made by Matias Susel for the S&P Defendants
28		1	07

	June 30, 2008	by written representations made by Matias Susel for the S&P Defendants
Jack Winer		by receipt of the" Happy New Year!" Letter
Dennis Wong		by receipt of the" Happy New Year!" Letter
Alice Lu		by receipt of the" Happy New Year!" Letter
Yi Zhang		by receipt of the"Happy New Year!" Letter

XVII. Misrepresentation Set Number 17:

As alleged hereinabove in the prior Misrepresentation Sets which are incorporated herein, at all times prior to December 23, 2008, the Developer Defendants and the Developer Agent Defendants represented to all Plaintiffs that the Project was developed as a partnership between "the Trump Organization, Donald J. Trump, Irongate, Adam Fisher and Jason Grosfeld." For the first time, on December 23, 2008, with the collapse of the Project previously concealed from Plaintiffs, and after all buyer deposits had been withdrawn, the Developer Defendants and the Developer Agent Defendants disseminated a communique which purported to be a "Project Status" wherein the Developer Defendants and Developer Agent Defendants claimed that the only "developer" was PB Impulsores, and that Donald J. Trump and his companies have no responsibility other than as a "licensor" of the "Trump" name. The Project Status failed to mention at all, or make reference to the heretofore heralded co-developer "Irongate," or to any of the IRONGATE Defendants' role in the Project.

423. This misrepresentation (pursuant to the Authority to Speak allegations, which allegations are incorporated herein), as set forth in Misrepresentation Set Number 17 were made to the following Plaintiffs in the manner set forth as follows:

499 FOURTH AMENDED COMPLAINT

Defendants, contrary to their representations and numerous statements, now contend they were not "personally" involved in the Project.

- c. **Developer Defendants** and the **Developer Agent Defendants** now claim that since **DONALD TRUMP** had purportedly only licensed the use of the "Trump name," that **DONALD TRUMP** and the **TRUMP Defendants** only involvement in the Project was that of a Licensor;
- d. **Developer Defendants** and the **Developer Agent Defendants** now claim that neither **DONALD TRUMP** nor any of his companies had been selected to manage the Project as one of the **TRUMP Defendants'** hotels;
- e. **Developer Defendants** and the **Developer Agent Defendants** now claim that the only entity responsible for the failure of the Project is defendant **PB Impulsores**, and that the **Developer Defendants** are not affiliated with the Project and have no responsibility as the developer of the failed Project;
- f. **Developer Defendants** and the **Developer Agent Defendants** now claim that Defendant **PB Impulsores** was a separate entity with which the **Developer Defendants** shared no legal obligations relative to the Project;
- g. **Developer Defendants** and the **Developer Agent Defendants** now claim that since the failure of the Project the **Developer Defendants** have taken the position that the only "responsible" party to whom Plaintiffs may look to in order to seek redress is the insolvent foreign entity, **PB Impulsores**, and that none of the **Developer Defendants** have any liability, exposure, or responsibility to the Plaintiffs which would or might arise out of the conduct of **Developer Defendants** and/or the **Developer Agent Defendants**;

- h. Even though the **Developer Defendants** represented that they were the Developers of the Project, the **Developer Defendants** had set up and used the entity, **PB Impulsores**, as a means of falsely insulating the **Developer Defendants**, and their respective principals, from any exposure in the event that there was any liability to any of the buyers, including the Plaintiffs herein, arising out of the development and/or failure of the development of the Project;
- i. Developer Defendants and the Developer Agent Defendants never disclosed to Plaintiffs that Developer Defendants had not obtained construction financing, and that any approval or conditional approval for such financing that Developer Defendants may have obtained for funding of the Project was rescinded;
- j. **Developer Defendants** never obtained construction financing for the Project;
- k. **Developer Defendants** had jeopardized their construction funding by their own massive misuse of funds. See May 23, 2008 email from MKA to **FISHER** and **GROSFELD** attached hereto **Exhibit 73**;
- Developer Defendants did not have the necessary construction permits for the Project when Units were sold to the Plaintiffs;
- m. **Developer Defendants** did not use or spend the Plaintiffs' deposits, including the monies deposited into escrow by the Plaintiffs, in a manner consistent with the good faith and/or prudent construction and development standards, and failed to disclose to the Plaintiffs how their monies had been spent until Plaintiffs were advised, on or about December 23, 2008;

n. **Developer Defendants** failed to retain California Fund Control, or any similar Joint Control Agent in order to account for and monitor the progress of construction and use of the buyer deposits;

Developer Defendants and the Developer Agent Defendants grossly overstated 0. the construction work which had been done at the site by, amongst other representations, stated that: "the underground infrastructure is in place, namely, the foundation/footings have been poured, the drainage system is in place," further representing that the foundation work was in place which would allow vertical construction to commence. In truth and fact, little work had been done at the site, aside from the excavation of a huge hole in the ground, the placement of cursory drainage along the perimeter of the building site, (not drainage meant to serve the proposed Towers or in the area which would have been the foundation areas for the Towers), and the pouring six large concrete pads, and the work which had been represented to have been done did not comport with the **Developer Defendants**' and the **Developer Agent Defendants**' representations related to the site as made to the Plaintiffs. Attached hereto as **Exhibit 74**, pp.1-6, are photographs depicting the abandoned construction site as it appeared in December, 2008, in which month the Defendants were drawing from escrow the remaining funds intended for the development of the Project. Attached hereto as **Exhibit 77** is a photograph taken of the excavation at the site taken on or about October 20, 2007 which photograph depicts the same area depicted in the **Exhibit 74** photographs.

p. Along with the **Developer Agent Defendants**, and each of them, knew the Project was not funded, would not ever be completed, and chose to suppress such information from the buyers, including the Plaintiffs. Such suppression of facts was part of the **Developer Defendants** and **Developer Agent Defendants** scheme to defraud the buyers to make additional payments when said Defendants knew

full well that the Project would not go forward. Developer Defendants and **Developer Agent Defendants** contrived and engaged in a plan designed to drain all buyer deposits out of the escrow before any Plaintiff could possibly know the true facts;

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Developer Defendants knew or should have known that the Project would not q. proceeding to completion, the Developer Defendants directed preferential payments out of escrow to "insiders," including persons and/or entities connected and/or affiliated with Developer Defendants and/or Developer Agent **Defendants**, and their subsidiaries and related entities, all to the exclusion of and detriment to the Plaintiffs.

Developer Defendants and the Developer Agent Defendants concealed that the r. Project did, in fact, need to be so registered with HUD, in accordance with HUD requirements and pursuant to U.S. Federal statutes in order to meet legal requirements for the offering of the sale of Units;

Developer Defendants and the Developer Agent Defendants concealed that S. registration of the Project pursuant to HUD and under U.S. Federal law was not "optional," and the manner in which the property was offered for sale did require compliance by the **Developer Defendants** in accordance with the provisions of the Interstate Land Sales Full Disclosure Act.

Developer Defendants and the Developer Agent Defendants engaged in a t. scheme wherein each misrepresented to Plaintiffs that the **Developer Defendants** were registering the Project with HUD to simply assure buyers that the Project was being built in conformity with standards relating to construction within the United States.

- u. **Developer Defendants** knew that the initial offering and sale of Units within the Project was not in compliance with United States laws in that Defendants did not reasonably believe that the Project could be built within two years and/or fell within any exemptions to the Act;
- v. **Developer Defendants** and the **Developer Agent Defendants**, never told any Plaintiff the truth regarding the reasons behind the **Developer Defendants** and **Developer Agent Defendants**' efforts to obtain execution on the Second Tower 1 Purchase Agreements, and never advised any Tower 1 Plaintiff of any material changes in the terms of said Purchase Agreements which were required to make the Purchase Agreements "HUD compliant."
- 426. All Plaintiffs, whether purchasers of a unit in Tower 1 or Tower 2 of the Project, received a vast array and multitude of marketing materials from the **Developer Defendants** and **Developer Agent Defendants** all describing the developers of the Trump Ocean Resort Baja as being Donald J. Trump, Ivanka Trump, Donald Trump Jr., The Trump Organization, "Irongate," Jason **GROSFELD** and Adam **FISHER**. Not one piece of marketing material ever referenced or alluded to "**PB Impulsores**" as having any role as the developer of the Project at all.
- All marketing materials, including brochures, DVD's, videos, photographs, invitations, e-mail mass mailings, e-mail communications, bathrobes and leather tote bags with the name "Trump" emblazoned on same, advertising via the Internet or through other forms of electronic or print media, formal Press Releases, and other related forms of communication; whether a brochure was entitled "Discovery Kit" "Preview Kit" "Beauty Book" or "Work Book" never once did any such materials refer to or even mention the entity "PB Impulsores." The mass of marketing materials and press releases hailed the Project as being developed as a partnership between Donald J. Trump, and the Trump Organization, and "Irongate," and its principals, Jason GROSFELD and Adam FISHER.

428. In fact, the **Developer Defendants** and **Developer Agent Defendants** clearly and intentionally omitted from all marketing materials referenced above the name **PB Impulsores**, because as to mention same would have had absolutely no value to the consummation of and/or inducement for any sale, and in fact, had the **Developer Defendants** and **Developer Agent Defendants**, in their marketing identified **PB Impulsores** as the purported "developer" the Units simply would not have sold. At no time did any of the **Developer Defendants** and **Developer Agent Defendants** communicate to any Plaintiff that said **Developer Defendants** (i.e., the **TRUMP Defendants** and the **IRONGATE Defendants**) were not the true developers of the Project or that "**PB Impulsores**" was purportedly the one and only "developer" of the Project.

429. The **Developer Defendants** and **Developer Agent Defendants**, at every turn, on billboards, placards, signs, cards, invitations as well as in all forms of advertising, without exception, referred to the **TRUMP Defendants** and the **IRONGATE Defendants** as the "developers" of the Project. At no time did the **Developer Defendants** and **Developer Agent Defendants** advertise the Project as being built by or being developed by "**PB Impulsores**."

430. Further, at all times alleged herein, defendant **PB Impulsores** was nothing more than a Mexico based shell company with no prior history of developing *any* project, whether in the United States, in Mexico, or anywhere else on the planet. The stark and undeniable reality was and is, Defendant **PB Impulsores**, as an entity could not and would not have been able to sell even one unit at the Project let alone over \$165 million in sales of units without the Project being clearly and unequivocally marketed as a "Trump and Irongate" development."

Agent Defendants, embarked on a massive and well-crafted marketing scheme designed to lead all buyers and potential buyers, including the Plaintiffs herein, to believe that "PB Impulsores" was a joint venture or other company created jointly by the TRUMP Defendants and the IRONGATE Defendants for the purpose of compliance with Mexican laws relative to the sale

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of Units within the Development to the buyers, including the Plaintiffs herein. For all practical purposes, the entity, "PB Impulsores," was of absolutely no significance to any Plaintiff. The only fact that mattered, as marketed and promoted by the Defendants, was that "Trump" and "Irongate," along with their respective principals and organizations, were the developers of the Project.

432. Plaintiffs' collective and accurate understanding as to the entity "PB Impulsores" and its legal relationship to the Project, the TRUMP Defendants, and the IRONGATE

Defendants, (the **Developer Defendants**) was further reaffirmed when each of the Tower 1

Buyer Plaintiffs received the "Trump/Grosfeld" letter on PB Impulsores letterhead. The "Trump/Grosfeld letter is signed by Donald J. Trump and Jason Grosfeld, which letter conveys its message from DONALD TRUMP and GROSFELD, speaking as the Developers of the Trump Ocean Resort, wherein, when speaking of the developers, **DONALD TRUMP** and **GROSFELD** use the term "we," as opposed to speaking of the developer as the **PB Impulsores** entity, or in fact referring to any other person and/or entity other than themselves individually or

to the TRUMP Defendants, and/or the IRONGATE Defendants. Trump/Grosfeld Letter on PB Impulsores letterhead only confirmed and re-affirmed the

Further, the

Plaintiffs' understanding and belief that **PB Impulsores** was an entity created, owned, and/or

operated by the TRUMP Defendants, and/or the IRONGATE Defendants and their respective

principals for the purpose of following through on their development of the Trump Ocean Resort

in Mexico. See attached letter jointly signed by Donald J. Trump and Jason Grosfeld, attached

as Exhibit 43.

433. In or about May, 2007, and continuing thereafter, the **Developer Agent Defendants** acting for and/or on behalf of the **Developer Defendants**, provided further materials to the buyers describing the "developers" as being See "Tell me more about the developers, the Trump Organization and Irongate" FAQ document attached hereto as Exhibit 60-M. Once again, the collective understanding of the Plaintiffs as to "Trump" and

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"Irongate" and the (the **Developer Defendants**) legal relationship to the Project as "Developers" was time and again reaffirmed. At no time before being advised that the Project had failed and that all of their monies had been used, did any of the defendants take a contrary position indicating that the entity "**PB Impulsores**" was anything more than a conduit through which the **Developer Defendants** would operate and develop the Project due to legal requirements of ownership in Mexico.

A34. In addition, in or about or about May, 2007, and continuing thereafter, the **Developer Agent Defendants** acting for and/or on behalf of the **Developer Defendants**, provided further materials to the buyers consisting of a document entitled "HUD Property Report Frequently Asked Questions" ("HUD FAQ") Please see attached hereto as **Exhibit 117**. This document refers again to "Trump and Irongate" as the developers who registered the Project with HUD. This documents states:

"Q.: Why did "Trump and Irongate" decide to spend the time, energy and expense to get a HUD Property Report when it is not commonly done by other developers in Mexico?

A.: Making this commitment is consistent with our desire to follow the regulations and procedures that would be required for developing in the U.S."

Again, this document refers to the Developers as "Trump and Irongate." They are distinguished from "other developers." Just as it was in the other FAQ document sent out to buyers, (Exhibit 60-M), there was no mention of "PB Impulsores" as being the purported Developer. Rather, just like the HUD FAQ document which identified "Trump and Irongate" as the Developers, it read, "Tell me more about the Developers, The Trump Organization and Irongate."

Throughout the meaningful life of the failed Project, buyers would receive 435. periodic communications from what was referred to simply as "Irongate," never distinguishing or specifying which, if any particular "Irongate" entity from which the communication emanated. Further, at no time was "PB Impulsores" described as the "developer," until such time as Defendants notified Plaintiffs that the Project had failed. Please see attached hereto samples of such communications from "Irongate" sent to all buyers and marked as Exhibit 69, which communication contains the "Trump Ocean Resort Baja" logo at the top of the communication with the signature of Jason GROSFELD for "Irongate." Again, no mention of **PB Impulsores** appears anywhere in this correspondence.

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436. Throughout the meaningful life of the failed Project, buyers would receive periodic communications with the images of "Trump" included with quotes and remarks from **DONALD TRUMP, TRUMP JR.** and/or **IVANKA**. Not one of these communications ever referred to "PB Impusiores." Every such communication was designed to convey the consistent message that the TRUMP Defendants were the co-developer of the Project. Please see attached hereto samples of such communication from Irongate sent to buyers and marked as **Exhibit 36**, 67, and 115.

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437. Thus, at such time any Plaintiff signed any purchase agreement or were presented with same to review, consistent with the advertising, marketing and promotion, and numerous communications from the Defendants throughout the meaningful life of the failed Project, Plaintiffs' understood the identity of the Developers as being **DONALD TRUMP** and **The** Trump Organization, on the one hand, and the IRONGATE Defendants and the Irongate Principals, GROSFELD and FISHER, on the other hand. The designation of "PB Impulsores" as a "Seller" or "Developer" in any contract or related documents did not serve as any "warning" or raise any "red flag" in the minds of any of the Plaintiffs.

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Although the Developer Defendants now maintain and allege that "PB 438. **Impulsores**" is the sole responsible party for the failed Project, if such a legal position was disclosed to Plaintiffs before Plaintiffs entered into the Purchase Agreements, none of the transactions involving Plaintiffs herein would have been ever consummated. Not one Plaintiff would have entered into the Purchase Agreements or made deposits of their monies toward the Project if the **Developer Defendants** or **Developer Agent Defendants** had advised Plaintiffs that the Developers were not in fact the TRUMP Defendants and the IRONGATE **Defendants**, but was instead the Mexican shell entity, **PB Impulsores**, which entity Defendants now seek to utilize as a shield from liability for their own wrongdoing.

439. Plaintiffs' beliefs relative to the actual identity of the developers was reasonable as their belief was reinforced by the multiple and continuous statements and representations of the Defendants, as well as the marketing and promotional materials published by the **Developer** Agent Defendants and/or the Developer Defendants, which information was provided to Plaintiffs throughout the viable lifetime of the Project.

The Transactions and the Purchase Agreements for Tower 1 and Tower 2, and Plaintiffs' Lost Deposits

Tower 1 Plaintiffs:

The culmination of the months of pre-sales marketing for the Tower 1 portion of the Project was the hereinabove previously referenced December 8, 2006 "Selection Event" ("Tower 1 Selection Event"). At the Tower 1 Selection Event, Plaintiffs who personally attended said event were presented a document entitled Promise of Transfer of Ownership Trust Agreement (Tower 1 Agreement"). Up to and including the date of the Tower 1 Sales Event, at no time did any pre-sales marketing materials reference or purport to mention that defendant PB **Impulsores** was somehow the developer or a developer of the Project, and Purchase Agreement itself referred to PB Impulsores only as the "Seller." All Plaintiffs who attended the Tower 1

Selection Event were at all times continuously and without exception told by the **Developer Defendants** and by the **Developer Agent Defendants** that the developers and builders of the Project were ""Trump and Irongate"."

441. Therefore, those Plaintiffs who personally attended the Tower 1 Selection Event were induced by and relied upon the foregoing representations made to them by Defendants, and each of them, and in reliance thereon executed whatever paperwork and documentation was presented to them at the Tower 1 Selection Event with this fundamental understanding of the identity of the "developers" and "builders" of the Project. Each and every Plaintiff reasonably relied upon the pre-sales marketing and representations referenced hereinabove and therefore understood the condominium was being built by ""Trump and Irongate" just as ""Trump and Irongate" were building the "Trump Waikiki" project. Not one Plaintiff believed, understood, or was told at anytime the Project was being developed or built by a heretofore unknown Mexican shell entity being referred to as "PB Impulsores." In fact, in the subject Purchase Agreements, "PB Impulsores" is referred to as the "Seller" of the condominium and never referenced as the "Developer."

442. In addition to the Plaintiffs who personally attended the Tower 1 Selection Event, for those Plaintiffs who did not personally attend the Tower 1 Selection Event, the Defendants, and each of them, established a process by which a real estate broker employed by the **Developer Agent Defendants** would obtain the signature of the Plaintiff on a document entitled "Limited Power of Attorney" ("LPOA"). The LPOA designated a particular employee of the **S&P Defendants**, which was generally the salesperson or broker normally assigned to the particular Plaintiff buyer, as the "Attorney-in-fact" for the Plaintiff buyer, and pursuant to the terms of the LPOA, permitted that designated S&P broker or agent to sign the Tower 1 Purchase Agreement and related documents on behalf of the Plaintiff who was not attending the event.

443. All Plaintiffs who executed an LPOA in advance of the Tower 1 Selection Event (or thereafter) were advised by the **Developer Agent Defendants** that no buyer could sign the Purchase Agreements if they did not personally attend the Selection Event, and that the "LPOA" was the only way a purchase could be consummated. Please see attached hereto as **Exhibit 84**, a true and correct copy of the form of the Tower 1 LPOA referenced herein.

444. Not one Plaintiff who executed an LPOA believed or understood at any time the Project was being developed or built by a heretofore unknown Mexican shell entity being referred to as "**PB Impusiores**."

Tower 2 Plaintiffs:

445. The culmination of the months of pre-sales marketing for the Tower 2 portion of the Project was the hereinabove previously referenced June 27, 2007 "Selection Event" ("Tower 2 Selection Event"). At the Tower 2 Selection Event Plaintiffs who personally attended said event were presented a document entitled "Promise of Transfer of Ownership Trust Agreement" (Tower 2 Agreement"). Up to and including the date of the Tower 2 Selection Event, at no time did any pre-sales marketing materials reference or purport to mention that defendant **PB Impulsores** was somehow the developer or a developer of the Project. All Plaintiffs who attended the Tower 2 Selection Event were at all times continuously and without exception told by the **Developer Defendants** and by the **Developer Agent Defendants** that the developers and builders of the Project were ""Trump and Irongate"."

446. Therefore, those Plaintiffs who personally attended the Tower 2 Selection Event were induced by and relied upon the foregoing representations made to them by Defendants, and each of them, and in reliance thereon executed whatever paperwork and documentation was presented to them at the Tower 2 Selection Event with this fundamental understanding of the identity of the "developers" and "builders" of the Project. Each and every Plaintiff reasonably relied upon the pre-sales marketing and representations referenced hereinabove and therefore

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understood the condominium was being built by ""Trump and Irongate" just as ""Trump and Irongate" were building the "Trump Waikiki" project. Not one Plaintiff believed, understood, or was told at anytime the Project was being developed or built by a heretofore unknown Mexican shell entity being referred to as "PB Impuslores." In fact, in the subject Purchase Agreements, "PB Impulsores" is referred to as the "Seller" of the condominium and never referenced as the "Developer."

In addition to the Plaintiffs who personally attended the Tower 2 Selection Event, for those Plaintiffs who did not personally attend the Tower 2 Selection Event, the Defendants, and each of them, established a process by which a real estate broker employed by the **Developer Agent Defendants** would obtain the signature of the Plaintiff on a document entitled "Limited Power of Attorney" ("LPOA"). The LPOA designated a particular employee of the **S&P Defendants**, which was generally the salesperson or broker normally assigned to the particular Plaintiff buyer, as the "Attorney-in-fact" for the Plaintiff buyer, and pursuant to the terms of the LPOA, permitted that designated S&P broker or agent to sign the Tower 2 Purchase Agreement and related documents on behalf of the Plaintiff who was not attending the event.

448. All Plaintiffs who executed an LPOA in advance of the Tower 2 Selection Event (or thereafter) were advised by the **Developer Agent Defendants** that no buyer could sign the Purchase Agreements if they did not personally attend the Selection Event, and that the "LPOA" was the only way a purchase could be consummated. Please see attached hereto as **Exhibit 94**, a true and correct copy of the form of the Tower 2 LPOA referenced herein.

449. Not one Plaintiff who executed an LPOA believed or understood at anytime the Project was being developed or built by a heretofore unknown Mexican shell entity being referred to as "PB Impuslores."

Agreements were procured by reason of Defendants' false and/or misleading statements and misrepresentations as alleged hereinabove. At all times alleged herein, the **Developer Defendants**, and the principals of said Defendants, which were represented to be Donald J. Trump, Ivanka Trump, Donald Trump, Jr., Adam **FISHER**, and Jason **GROSFELD**, represented themselves to be the true Developers of the Project. Notwithstanding the Defendants' creation and operation of the shell entity, **PB Impulsores**, whom the **Developer Defendants** have since asserted is the sole "responsible party" for the development of the Project, those alleged to be the **Developer Defendants** herein are the true Developers pursuant to their own representations made during the marketing and sale process, and pursuant to law.

451. **Developer Defendant** and **Developer Agent Defendants** made the aforementioned numerous representations to prospective purchasers and buyers, including Plaintiffs herein, representing repeatedly that the developers of the Project were the **TRUMP Defendants** and the **IRONGATE Defendants**, and the respective principals of said Defendants, namely, Donald J. Trump, Ivanka Trump, Donald Trump, Jr., Adam **FISHER**, and Jason **GROSFELD**, and any claim by said Defendants that the fraudulently induced "Purchase Agreements" govern the claims of the Plaintiffs relative to those alleged to be the **Developer Defendants** in this Action is contrary to both fact and law.

452. Based upon the multiple representations as aforesaid, the Plaintiffs, pursuant to the written purchase agreements proffered to them, deposited the following sums at the direction of the **Developer Defendants** and **Developer Agent Defendants** with the Escrow Companies as directed by said Defendants to include Southland Title of San Diego, Southland Title Corporation, and LandAmerica Title Company. All such sums listed hereinbelow have not been returned to the Plaintiffs, despite Plaintiffs' demands therefor, and despite the fact that neither the Project, nor any Units which were to be built as part of the Project were ever constructed, built, completed and/or delivered.

FOURTH AMENDED COMPLAINT

1	TOKCHASE AGREEMENT MATRIA			
2	Purchasing Plaintiff/ Date of Contract(s) (which occurred on or about date(s))	Unit Number and Contracted Purchase Price	Deposit Amount Paid into Escrow by Plaintiff	
4	Claudia Abuin	Lobby Tower (1)	\$155,670.00	
5	January 15, 2007 (First T1) October 16, 2007 (Second Tower 1 Sales Contract ("Second T1"))	Unit 1706 \$518,900.00 (Originally purchased Tower 1,		
6 7		Unit 2009 for \$448,900.00. Changed to Unit 1706 for \$518,900.00)		
8	Phillip Ahn	Lobby Tower (1)	\$150,270.00	
9	December 14, 2006 (First T1) October 4, 2007 (Second T1)	Unit 905 \$500,900.00		
10	Bruce Albert June 27, 2007 (Tower 2 Sales	Spa Tower (2) Unit 801	\$191,700.00	
11	Contract (" T2 "))	\$639,000.00		
12 13	Eduardo J. Almeida June 27, 2007 (T2)	Spa Tower (2) Unit 1105 \$488,000.00	\$123,100.00	
14	Anisha Antony	Lobby Tower (1)	\$132,570.00	
15	December 8, 2006 (First T1) October 18, 2007 (Second T1)	Unit 1709 \$441,900.00		
16	Kirupairaj Asirvatham and	Spa Tower (2)	\$162,900.00	
17	Jenny Shen June 27, 2007 (T2)	Unit 2107 \$543,000.00		
18 19	David Atherton December 8, 2006 (First T1) August 29, 2007 (Second T1)	Lobby Tower (1) Unit 2505 \$771,900.00	\$231,570.00	
20	Moo Han Bae and	Spa Tower (2)	\$ 72,000.00	
21	Chung Hee Bae December 3, 2007 (T2)	Unit 1601 \$771,000.00		
22	Rakesh Bajaria, Himat Desai, and	Lobby Tower (1) Unit 507	\$170,670.00	
23	Himmat Thummar December 8, 2006 (First T1) August 30, 2007 (Second T1)	\$568,900.00		
24	Rakesh Bajaria, Himat Desai, and	Lobby Tower (1)	\$155,970.00	
25	Himmat Thummar December 8, 2006 (First T1)	Unit 508 \$519,900.00	φ155,770.00	
26	August 30, 2007 (Second T1)	ψ517,700.00		
27	Rakesh Bajaria December 8, 2006 (First T1)	Lobby Tower (1) Unit 308	\$137,970.00	
28	August 31, 2007 (Second T1)	\$459,900.00		
	FOUR	515 TH AMENDED COMPLAINT		

1 2	Carlos Bardmess and Sandra Bardmess	Lobby Tower (1) Unit 604	\$ 67,990.00
3	December 15, 2006 (First T1) December 10, 2007 (Second T1)	\$679,900.00	
4	Carlos Bardmess and Sandra Bardmess	Lobby Tower (1) Unit 1509	\$ 46,590.00
5	December 8, 2006 (First T1) October 10, 2007 (Second T1)	\$415,900.00 (Originally purchased Unit 909)	
6	Andrew Bryant and Andrea Bryant	Lobby Tower (1) Unit 407	\$160,320.00
7	December 8, 2006 (First T1) August 31, 2007 (Second T1)	\$534,000.00 (Originally purchased Unit 502	
8		for \$492,900.00. Changed to Unit 407 for \$534,400.00)	
9	Rich Bartone	Lobby Tower (1)	\$131,390.00
10	December 8, 2006 (First T1) October 4, 2007 (Second T1)	Unit 1707 \$664,900.00	
11	Jamie Besaw	Lobby Tower (1)	\$137,670.00
12	December 8, 2006 (First T1) September 26, 2007 (Second T1)	Unit 2409 \$458,900.00	
13	Bizness Developers, LLC	Lobby Tower (1)	\$515,000.00
14	April 23, 2007 (First T1) September 25, 2007	Unit 2706 \$2,575,000.00	
15 16	Gregory Callegari December 8, 2007 (First T1) August 28, 2007 (Second T1)	Lobby Tower (1) Unit 504 \$660,900.00	\$198,270.00
17	Mauricio Caycedo	Spa Tower (2)	\$123,000.00
18	June 27, 2007 (T2)	Unit 2103 \$410,000.00	
19	Henry Hsu Chai	Lobby Tower (1)	\$174,870.00
20	December 8, 2006 (First T1) August 25, 2007 (Second T1)	Unit 1608 (Originally purchased Tower 1,	
21		Unit 1408 for \$629,900.00. Changed to Unit 1608 for	
22		\$582,900.00)	#1 (0. 73 0.00
23	Daniel and Anna Cota December 8, 2006 (First T1)	Lobby Tower (1) Unit 1802	\$168,720.00
24	August 31, 2007 (Second T1)	\$562,400.00	
25	David Cowgill December 14, 2006 (First T1)	Lobby Tower (1) Unit 709	\$101,225.00
26	August 31, 2007 (Second T1)	\$399,900.00	0404-0
27	David Crossley and Carol Crossley	Spa Tower (2) Unit 901	\$194,700.00
28	June 27, 2007 (T2)	\$649,000.00 516	
	FOURT	H AMENDED COMPLAINT	

1 2	Robert Culbertson and Sylvia Culbertson June 27, 2007 (T2)	Spa Tower (2) Unit 905 \$473,000.00	\$141,900.00
3	Sam Dunham and	Lobby Tower (1)	\$143,370.00
4	Cecilia Dunham December 8, 2006 (First T1) September 24, 2007 (Second T1)	Unit 605 \$477,900.00	
5	Steven Drake and	Lobby Tower (1)	\$238,470.00
6	Linda Drake December 8, 2006 (First T1)	Unit 1910 \$794,900.00	\$230,470.00
7	September 20, 2007		
8 9	Carol Duncan December 8, 2006 (First T1) August 31, 2007 (Second T1)	Lobby Tower (1) Unit 2001 \$964,900.00	\$289,470.00
		,	
10	Carol Duncan December 8, 2006 (First T1) August 31, 2007 (Second T1)	Lobby Tower (1) Unit 2002 \$569,400.00	\$170,820.00
	Hans Edwards and	Labby Towar (1)	\$129,180.00
12 13	Melusina Edwards December 8, 2006 (First T1)	Lobby Tower (1) Unit 1508 \$645,900.00	\$129,100.00
14	October 4, 2007 (Second T1)		
15	James P. Egan December 8, 2006 (First T1) August 25, 2007 (Second T1)	Lobby Tower (1) Unit 1705 \$533,900.00	\$160,170.00
16	Jeffrey Enslen	Spa Tower (2)	\$119,100.00
17	June 27, 2007 (T2)	Unit 1603 \$397,000.00	ψ119,100.00
18	Mark Eshraghi	Lobby Tower (1)	\$188,980.00
19	December 8, 2006 (First T1)	Unit 2404 \$944,900.00	,,.
20	Vivian Evans	Spa Tower (2)	\$159,000.00
21	June 27, 2007 (T2)	Unit 1207 \$530,000.00	¥,
22	Geoffrey Folsom	Lobby Tower (1)	\$335,820.00
23	September 1, 2001(sic) (Second T1)	Unit 2301 \$1,119,400.00	ψ555,020.00
24	[Originally purchased Unit T1 Unit 2501. Changes to T1 Units 2201 and 2301]		
25	Geoffrey Folsom	Spa Tower (2)	\$480,000.00
26	July 20, 2007 (T2)	Unit 2606 \$2,400,000.00	
27			
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1	Geoffrey Folsom August 25, 2007 (T2)	Spa Tower (2) Unit 2605	\$180,000.00
2		\$900,000.00	
3	Geoffrey Folsom September 1, 2007 (Second T1)	Lobby Tower (1) Unit 2201	\$323,820.00
4 5	[Originally purchased Unit T1 Unit 2501 on or about December 8, 2006. Changes to T1 Units 2201 and 2301]	\$1,079,400.00	
6	Jerry Frazee and	Lobby Tower (1)	\$251,370.00
7	Constance Frazee December 8, 2006 (First T1) August 23, 2007 (Second T1)	Unit 501 \$837,900.00	
8		I 11 T (1)	Ф222 470 00
9	Robert H. Frazee and Mary Ellen Frazee December 8, 2006 (First T1)	Lobby Tower (1) Unit 1604 \$744,900.00	\$223,470.00
10	August 23, 2007 (Second T1)	\$744,900.00	
11	Brian Gaber and	Spa Tower (2)	\$ 84,980.00
12	Cindy Gaber June 27, 2007 (T2)	Unit 1408 \$403,000.00	
13	GTR Properties, Inc/ George T. Ricks	Lobby Tower (1) Unit 2101	\$145,935.00
14	December 8, 2006 (First T1) August 29, 2007 (Second T1)	\$972,900.00	
15	Gulf Coast Investments, Ltd.	Lobby Tower (1)	\$211,769.90
16	January 13, 2007 (First T1) October 2, 2007 (Second T1)	Unit 510 \$705,900.00	Ψ211,703.30
17	Peter Haidorfer	Lobby Tower (1)	\$216,686.00
18	March 23, 2007 (First T1) August 31, 2007 (Second T1)	Unit 610 \$722, 290.00	Ψ210,000.00
19	Larry Harris	Lobby Tower (1)	\$ 64,050.00
20	December 8, 2006 (First T1) October 10, 2007 (Second T1)	Unit 302 \$427,900.00	\$ 04,030.00
21		,	¢1.42 900 00
22	Mary Hetz, Paula Mello, and Alice Beas June 27, 2007 (T2)	Spa Tower (2) Unit 1209 \$714,000.00	\$142,800.00
23	, , ,	,	¢1 <i>64</i> 700 00
24	Hamed Hoshyarsar, Payman Hoshyarsar, Kenneth Zaccaria, and Larry Weiss	Spa Tower (2) Unit 2307 \$549,000.00	\$164,700.00
25	June 27, 2007 (T2) (Amendment dated 8/28/07 added Hamed	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
26	Hoshyarsar, Payman Hoshyarsar and Larry Weiss as buyers)		
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1 2	Mark Ippolito December 8, 2006 (First T1) September 30, 2007 (Second T1)	Lobby Tower (1) Unit 703 \$389,900.00	\$116,970.00
3	Donald Isbell (T2) June 27, 2007	Spa Tower (2) Unit 902	\$137,400.00
4		\$458,000.00	
5 6	Jeffrey Kaiman September 7, 2007 (T2)	Spa Tower (2) Unit 2101 \$724,000.00	\$144,800.00
7	Zaheer Kasad and	Lobby Tower (1)	\$135,570.00
8	Flor Kasad December 8, 2006 (First T1) August 31, 2007 (Second T1)	Unit 2109 \$451,900.00	\$133,370.00
9		Lablas Tassas (1)	# 8 2 500 00
10 11	Christopher Kearney and Grace Kearney December 8, 2006 (First T1) September 26, 2007 (Second T1)	Lobby Tower (1) Unit 303 \$275,000.00	\$ 82,500.00
	•	a = (a)	#
12	John Kehoe and Elyse Kehoe	Spa Tower (2) Unit 809	\$202,200.00
13	June 27, 2007 (T2)	\$674,000.00	
14	Brian Kelley and Bianka Kelley	Lobby Tower (1) Unit 1201	\$183,980.00
15	October 3, 2007 (T2)	\$919,900.00	
16 17	Sang Min Kim December 8, 2006 (First T1) September 17, 2007 (Second T1)	Lobby Tower (1) Unit 802 \$524,900.00	\$104,980.00
		,	\$227.270.00
18 19	King Penguin Properties, LLC Michael Mikelic January 8, 2007 (First T1)	Lobby Tower (1) Unit 1010 \$757,900.00	\$227,370.00
20	October 1, 2007 (Second T1)		
21	Zeny Lamarsh December 8, 2006 (First T1) August 27, 2007 (Second T1)	Lobby Tower (1) Unit 505 \$464,900.00	\$ 92,980.00
22		,	
23	Michael Lindsay and Angela (Van De Velde) Lindsay	Lobby Tower (1) Unit 906	\$140,670.00
24	December 8, 2006 (First T1) August 31, 2007 (Second T1)	\$468,900.00 [Originally purchased Unit 2203	
25	riagast 31, 2007 (Second 11)	for \$443,900.00. Changed to Unit 906 for \$468,900.00]	
26	Igor Lukyan	Lobby Tower (1) Unit 1006	\$142,470.00
27	December 8, 2006 (First T1) August 23, 2007 (Second T1)	\$474,900.00	
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1 2	Christina Manriquez December 8, 2006 (First T1) August 22, 2007 (Second T1)	Lobby Tower (1) Unit 2007 \$649,900.00	\$199,970.00
3	August 22, 2007 (Second 11)	(Originally purchased Unit 1908 for \$593,900.00. Changed to Unit 2007 for \$649,900.00)	
4	MA Cuadaluma Mandaga Mandaga	,	\$200,070,00
5	MA. Guadalupe Mendoza Mendoza, and Margarita Mendoza Mendoza	Lobby Tower (1) Unit 1807	\$200,070.00
6	December 8, 2006 (First T1) August 31, 2007 (Second T1)	\$666,900.00	
7	Jose Mendoza and Leticia Mendoza	Lobby Tower (1) Unit 708	\$163,470.00
8	December 8, 2006 (First T1) August 27, 2007 (Second T1)	\$544,900.00	
9		G T (2)	#114.200.00
10	Jay Mikulski June 27, 2007 (T2)	Spa Tower (2) Unit 1103 \$381,000.00	\$114,300.00
11	Darnelia Moller	Lobby Tower (1)	\$ 42,800.00
12	December 8, 2006 (First T1) October 9, 2007 (Second T1)	Unit 1209	\$ 42,800.00
13	James Morrison and	Lobby Towar (1)	\$198,870.00
14	Linda Morrison	Lobby Tower (1) Unit 1607	\$190,070.00
15	December 8, 2006 (First T1) August 26, 2007 (Second T1)	\$662,900.00	
16	Edouard Mouaikel and	Spa Tower (2) Unit 2106	\$141,800.00
17	Cynthia Mouaikel September 7, 2007 (T2)	\$709,000.00	
18	Michael R. Mueller	Lobby Tower (1)	\$470,725.00
19	Revocable Trust December 8, 2006 (First T1) September 34, 2007 (Second T1)	Unit 2703 \$1,882,900.00	
20	September 24, 2007 (Second T1)		
	Jennifer A. Mull and Gary P. Scott	Lobby Tower (1) Unit 702	\$156,150.00
21	December 8, 2006 (First T1)	\$520,050.00	
22	September 7, 2007 (Second T1)		
23	James Mullany and Terri L. Mullany	Lobby Tower (1) Unit 1704	\$224,700.00
24	December 8, 2006 (First T1) October 7, 2007 (Second T1)	\$749,900.00	
25	Con Nguyen and	Lobby Tower (1)	\$217,470.00
26	Linda Nguyen December 8, 2006 (First T1)	Unit 301 \$724,900.00	Ψ211,110.00
27	(2 2 2 2 2)		
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520 FOURTH AMENDED COMPLAINT

1 2	Daniel D. Nguyen and Khanh M. Nguyen June 27, 2007 (T2)	Spa Tower (2) Unit 806 \$597,000.00	\$179,700.00
3	Nizar Najm, Deborah Najm, and Ibrahim Najm June 27, 2007 (T2)	Spa Tower (2) Unit 1006 \$625,000.00	\$125,000.00
5	Kelly L. Oberbillig and Susan Oberbillig / Paragon LLC	Lobby Tower (1) Unit 2304	\$232,770.00
6	April 30, 2007 (First T1) August 27, 2007 (Second T1)	\$775,900.00	
7 8	Derek O'Brien and Pamala O'Brien	Lobby Tower (1) Unit 1609	\$131,670.00
9	December 8, 2006 (First T1) September 7, 2007 (Second T1) (Amendment dated 2/17/07 to add Pamala	\$438,900.00	
10	O'Brien as a buyer)		
11	Genoveva Ochoa-Ortiz December 8, 2006 (First T1)	Lobby Tower (1) Unit 803	\$120,570.00
12	August 11, 2007 (Second T1)	\$401,900.00	
13	Giuseppe Pannarale June 27, 2007 (T2)	Spa Tower (2) Unit 1104	\$110,700.00
14	June 27, 2007 (12)	\$369,000.00	
15	Sophia Pesotchinsky and Leon Pesotchinsky	Lobby Tower (1) Unit 304	\$166,890.00
16	December 8, 2006 (First T1) August 24, 2007 (Second T1)	\$572,900.00	
17 18	Thomas Pfleider and Christina Pfleider	Lobby Tower (1) Unit 1102	\$161,970.00
19	December 8, 2006 (First T1) October 19, 2007 (Second T1)	\$539,900.00	
20	(Amendment dated 10/19/07 to add Christina Pfleider as a buyer)		
21	Ashlyn Pohl and Andrew Pohl	Spa Tower (2) Unit 2201	\$ 73,100.00
22	September 25, 2007 (T2)	\$731,000.00	
23	Maria E. Ramos and Manuel A. Ramos	Lobby Tower (1) Unit 608	\$159,870.00
24	December 8, 2006 (First T1) October 7, 2007 (Second T1)	\$532,900.00	
25	Mohammed Razaqi and	Spa Tower (2)	\$151,800.00
26	Farida Razaqi June 27, 2007 (T2)	Unit 2109 \$506,000.00	
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1	Real Development, LLC (Robert Edelman)	Lobby Tower (1) Unit 2601	\$344,070.00
2	December 8, 2006 (First T1) September 17, 2007 (Second T1)	\$1,146,900.00	
3	Russell Reyes and	Lobby Tower	\$154,470.00
5	Jennifer Reyes December 8, 2006 (First T1) August 31, 2007 (Second T1)	Unit 1205 \$514,900.00	
6	Dolores Roberts and	Lobby Tower (1)	\$170,970.00
7	Hadley McGaughey December 8, 2006 (First T1) October 1, 2007 (Second T1)	Unit 1208 \$569,900.00	
8	Raul Robles and	Lobby Tower (1)	\$104,970.00
9	Sonia Robles December 8, 2006 (First T1)	Unit 306 \$349,900.00	
10	August 25, 2007 (Second T1)		
11	Mike Rodriguez December 8, 2006 (First T1)	Lobby Tower (1) Unit 603	\$111,570.00
12	October 13, 2007 (Second T1)	\$371,900.00	
13	Mike Rodriguez December 8, 2006 (First T1)	Lobby Tower (1) Unit 809	\$122,970.00
14	October 13, 2007 (Second T1)	\$409,900.00	
15	Eleanor Santos June 27, 2007 (T2)	Spa Tower (2) Unit 903 \$367,000.00	\$110,100.00
16	James Contain	,	¢212 220 00
17 18	James Sartain December 8, 2006 (First T1) September 5, 2007 (Second T1)	Lobby Tower (1) Unit 2507 \$1,061,900.00	\$212,320.00
19	Michael Schieble and Melissa Schieble; John Schieble and Eileen	Spa Tower (2) Unit 1506	\$201,600.00
20	Schieble June 27, 2007 (T2)	\$672,000.00	
21	(Amendment dated 7/20/07 added John and Eileen Schieble as buyers)		
22	Schmidt Family Trust	Lobby Tower (1)	\$183,870.00
23	December 8, 2006 (First T1) August 27, 2007 (Second T1)	Unit 807 \$554,900.00	
24	Charles Scibetti,	Lobby Tower (1)	\$210,270.00
25	Alexander and Édith Purdie (Monument Partners)	Unit 910 \$700,900.00	,
26	December 8, 2006 (First T1) September 13, 2007 (Second T1)	,	
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1 2	Cynthia Shaw December 28, 2006 (First T1) September 13, 2007 (Second T1)	Lobby Tower (1) Unit 509 \$358,900.00	\$ 53,835.00	
3	David Shaw, Kathryn Kampman, and Patricia Olsen December 8, 2006 (First T1) August 30, 2007 (Second T1)	Lobby Tower (1) Unit 902 \$529,900.00	\$158,969.99	
5	Colin Stewart and	Spa Tower (2)	\$129,600.00	
6 7	Nelofeir Stewart August 4, 2007 (T2)	Unit 1803 \$432,000.00		
8	Evan St.Germain December 8, 2006 (First T1) August 30, 2007 (Second T1)	Lobby Tower (1) Unit 1009 \$419,900.00	\$125,700.00	
9			Ф1 2 0 2 00 00	
10	Li Sun and Jane Jin June 27, 2007 (T2)	Spa Tower (2) Unit 805 \$466,000.00	\$139,300.00	
11	John Trujillo	Lobby Tower (1)	\$223,770.00	
12	December 8, 2006 (First T1) August 31, 2007 (Second T1)	Unit 810 \$745,900.00	Ψ223,110.00	
13	Atul Vachhani and	Spa Tower (2)	\$183,900.00	
14	Raju Vachhani June 27, 2007 (T2)	Unit 906 \$613,000.00	ŕ	
15 16	Paul Warren June 27, 2007 (T2)	Spa Tower (2) Unit 1208 \$397,800.00	\$119,340.00	
17	Mickey Weizmann	Spa Tower (2)	\$110,775.00	
18 19	June 27, 2007 (T2)	Unit 802 \$449,000.00		
20	Christine Wiese June 27, 2007 (T2)	Spa Tower (2) Unit 1008 \$388,000.00	\$116,400.00	
21	A 4 XV:11:		¢152 100 00	
22	Andre Williams December 8, 2006 (First T1) August 25, 2007 (Second T1)	Lobby Tower (1) Unit 601 \$856,900.00	\$152,100.00	
23	Jack Winer	Lobby Tower (1)	\$226,110.00	
24	December 8, 2006 (First T1) September 12, 2007 (Second T1)	Unit 1804 \$753,900.00	Ψ220,110.00	
25	Dennis Wong and Alice Lu	Spa Tower (2)	\$101,600.00	
26	June 27, 2007 (T2)	Unit 907 \$508,000.00	Ψ101,000.00	
27				
28				

the **Initial Tower 1 Sales Contract**, to have been provided to the buyer at the time of signing:

FOURTH AMENDED COMPLAINT

k.

464. In addition to the collateral documents referenced hereinabove, some (not all) Tower 1 and Tower 2 Plaintiffs received a "CD" disc which purported to have contained certain collateral documents pertaining to the Project. Notwithstanding whether or not a particular Plaintiff received any such "CD" the documents appearing on said discs as appearing when the disc is opened are identified separately below as follows:

A. <u>Legal Documents Disc dated November 27, 2006</u> (Identified in Collateral Documents Matrix as "Nov. Disc").

Title of Document as it appears on Disc:

Date Modified on Disc

(NOTE: Reference letters are not on disk)

a.	Trump_Baja_English_Version_of_Trust_A	11/27/2006	9:33 AM
b.	Trump_Baja_Floorplates_Floorplans	11/27/2006	9:33 AM
c.	Trump_Baja_Horizontal_Declaration_Draf	11/27/2006	9:33 AM
d.	Trump_Baja_Purchase_Agreement_Draf	11/27/2006	9:34 AM
e.	Trump_Baja_Spanish_Version_Trust_Agre	11/27/2006	9:36 AM
f.	Trump_Baja_Starting_Prices_HOAs	11/27/2006	9:36 AM
g.	Trump_Baja_Tower_1_Bylaws_Draft_Nov	11/27/2006	9:38 AM
h.	Trump_Baja_Tower 1_Condominium_De	11/27/2006	9:38 AM
i.	Trump_Baja_Tower_1_Parcel_Rules_and	11/27/2006	9:38 AM
j.	Trump_Baja_Tower_Special_POA	11/27/2006	9:39 AM

A true and correct copy of all documents extracted from the Legal Documents Disc dated November 27, 2006 is attached hereto as **Exhibit 100** and identified on each such document as "TORB NOV. 27, 2006 LEGAL DOCUMENTS DISC" with the corresponding page number of the particular document.

11/27/2006 9:39 AM

Trump Baja Unit Maintenance Draft No...

B. Legal Docum	ments Disc dated Decem	<u>iber 6, 2006</u> (Ide	ntified in Collatera	1 Documents
Matrix as "Dec. Disc")				

4	•	١	
		ï	
)	

Title	of Document as it appears on Disc:	<u>Date Modified on Disc</u>
06-	Form of Master Project Declaration_	12/6/2006 2:40 PM
07-	Form of Tower 1 Project Declaration_	12/6/2006 2:40 PM
08-	Form of Tower 1 Project Bylaws_	12/6/2006 2:40 PM
09-	Form of Tower 1 Project Rules and R	12/6/2006 2:40 PM
10-	Form of Unit Maintenance and Oper	12/6/2006 2:40 PM
11-	Form of Unit Trust Agreement_	12/6/2006 2:40 PM
12-	LandAmerica Privacy Policy Notice	12/6/2006 2:41 PM

A true and correct copy of all documents extracted from the Legal Documents Disc dated December 6, 2006 is attached hereto as **Exhibit 101** and identified on each such document as "TORB DECEMBER 6, 2006 LEGAL DOCUMENT DISC" with the corresponding page number of the particular document.

C. <u>TORB Tower II Ownership Documents Disc dated June 13, 2007</u>: (Identified in Collateral Documents Matrix as "June Disc")

21	<u>Title</u>	of Document as it appears on Disc:	Date Modified on Disc		
22	1-	Promise Agreement- Tower 2	6/13/2007	12:12 PM	
23	2-	Purchaser Acknowledgment of Recei	6/13/2007	12:11 PM	
24	6-	Form of Master Project Declaration	6/13/2007	1:16 AM	
25	7-	Form of Tower 2 Project Declaration	6/13/2007	1:16 AM	
26	8-	Form of Tower 2 Project Bylaws	6/13/2007	1:16 AM	
27	9-	Form of Tower 2 Project Rules and Re	6/13/2007	1:16 AM	
28	10-	Form of Unit Maintenance and Oper	6/13/2007	1:16 AM	
	_	528			
IJ	FOURTH AMENDED COMPLAINT				

1	11-	Form of Unit Tr	ust Agreement	6/13/2007	1:16 AM	
2	12-	Form of Escritur	a Publica	6/13/2007	1:16 AM	
3	13-	SouthLand Title	Privacy Policy Notice	6/13/2007	1:16 AM	
4	14-	Punta Bandera H	IUD Filing_Property	6/13/2007	12:05 PM	
5	Trum	p Baja - LPOA		6/13/2007	1:17 AM	
6						
7	A true and o	correct copy of al	documents extracted f	from the Ov	wnership Document Disc dated	
8	June 13, 20	07 is attached he	ereto as Exhibit 102 a	and identifi	ed on each such document as	
9	"TORB TO	WER II OWNERS	SHIP DOCUMENTS D	ISC" with t	the corresponding page number	
10	of the particu	ılar document.				
11						
12	465. The Following matrix describes whether or not a particular Plaintiff received any					
13	of the three discs described hereinabove and what collateral documents, if any, were received in					
14	"hard copy" format.					
15						
16		<u>COI</u>	LLATERAL DOCUM	ENTS MAT	ΓRIX	
17	Plaintiff		Whether Disc Receiv	rad: C	Collateral Documents	
18	1 iaintiii		Yes/No	R	Received in Hard Copy Format	
19	Claudia Abu	in and	No.		A, 1B, 1C, 1D, 1Aa,	
20	Luis Almeid		110.		Bb, 1Cc, 1Dd	
21	Phillip Ahn		Yes. Dec. Disc. receivafter signing of Initial		A, 1B, 1C, 1D, 1Aa, Bb, 1Cc, 1Dd,	
22			Tower 1 Sales Contr	act	Bo, ree, rbu,	
23	Bruce Albert	t	No.	2	A, 2B, 2C, 2D	
24	Eduardo J. A	Almeida	Yes. June Disc received after signing		A, 2B, 2C, 2D	
	ii					
25			Tower 2 Sales Contract			

No.

Yes. June Disc.

1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd

2A, 2B, 2C, 2D

Anisha Antony

Kirupairaj Asirvatham and Jenny Shen

26

27

1	David Atherton	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd	
2	Moo Han Bae and Chung	No.	2A, 2B, 2C, 2D	
3	Hee Bae			
4	Himmat Thummar	No. (Unit 507)	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd	
5	Himmat Thummar	No.	1A, 1B, 1C, 1D, 1Aa,	
6		(Unit 508)	1Bb, 1Cc, 1Dd	
7	Rakesh Bajaria	No. (Unit 308 only)	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd	
8	Himmat Desai	No. (Unit 508)	1A, 1B, 1C, 1D, 1Aa,	
9			1Bb, 1Cc, 1Dd	
10	Carlos Bardmess and Sandra Bardmess	No. (Unit 604, 1509)	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd	
11	Andrew Bryant and	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa,	
12	Andrea Bryant	Tes. Dec. Disc.	1Bb, 1Cc, 1Dd	
13	Rich Bartone	Yes. Dec. Disc. Received after date of	1A, 1B, 1C, 1D, 1Aa,	
14		Tower 1 Selection Event	1Bb, 1Cc, 1Dd	
15	Jamie Besaw	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd	
16	Bizness Developers, LLC	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa,	
17		Received before Initial Tower 1 Sales Contract	1Bb, 1Cc, 1Dd	
18	Gregory Callegari	No.	1A, 1B, 1C, 1D, 1Aa,	
19			1Bb, 1Cc, 1Dd	
20	Mauricio Caycedo	Yes. June Disc. Received after date of	2A, 2B, 2C, 2D	
21		Tower 2 Sales Contract.		
22	Henry Hsu Chai	Yes. Dec. Disc. Received after date of	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd	
23		Tower 1 Selection Event	,,	
24	Daniel Cota and Anna Cota	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd	
25	David Cowgill	No.	1A, 1B, 1C, 1D, 1Aa,	
26	David Cowgiii	140.	1Bb, 1Cc, 1Dd	
27	David Crossley and Carol	No.	2A, 2B, 2C, 2D	
28	Crossley			
		530		

FOURTH AMENDED COMPLAINT

1	Robert Culbertson, Sylvia Culbertson	Yes. June Disc.	2A, 2B, 2C, 2D
2	Sam Dunham and	No.	1A, 1B, 1C, 1D, 1Aa,
3	Cecilia Dunham		1Bb, 1Cc, 1Dd
4	Steven Drake and Linda Drake	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
5	Carol Duncan	Yes. Dec. Disc. (Unit 2001, 2002)	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
7	Melusina Edwards	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
8	Jamas D. Egan	No.	
9	James P. Egan	NO.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
10	Geoffrey Folsom	No.	1A, 1B, 1C, 1D, 1Aa,
11		Unit 2606, 2605, 2301, 2201)	1Bb, 1Cc, 1Dd
12	Jerry Frazee and	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa,
13	Constance Frazee	Received after date of Initial Tower 1 Sales Contract	1Bb, 1Cc, 1Dd
14	Dohant II Engrana and		1A 1D 1C 1D 1A
15	Robert H. Frazee and Mary Ellen Frazee	Yes. Dec. Disc. Received after date of Initial Tower 1 Sales	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
16		Contract	
17 18	GTR Properties, Inc./ George T. Ricks	Yes. Dec. Disc. Received after date of Initial Tower 1 Sales Contract	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
19	D: 01 10:1		24 2D 2C 2D
20	Brian Gaber and Cindy Gaber	No.	2A, 2B, 2C, 2D
21	Gulf Coast Investments, Ltd.	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
22	Peter Haidorfer	No.	1A, 1B, 1C, 1D, 1E, 1Aa,
23		110.	1Bb, 1Cc, 1Dd, 1Ee
24	Larry Harris	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
25	Mark Eshragi	No.	1A, 1B, 1C, 1D
26	Mary Hetz, Paula Mello and	No.	2A, 2B, 2C, 2D
27	Alice Beas		, , ,
28			
	i	531	

1	Mark Ippolito	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
2	Donald Isbell	Yes. June Disc.	2A, 2B, 2C, 2D
3	Jeffrey Kaiman	No.	2A, 2B, 2C, 2D
4	Hamed Hoshyarsar, Payman Hoshyarsar, Kenneth	No.	2A, 2B, 2C, 2D
5	Zaccaria, Larry Weiss		
6 7	Zaheer Kasad and Flor Kasad	Yes. Nov. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
8	Christopher Kearney and Grace Kearney	Yes. Nov. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
9	Kehoe and Elyse Kehoe	Yes. June Disc.	2A, 2B, 2C, 2D
10 11	Brian Kelley and Bianka Kelley	No.	1Aa, 1Bb, 1Cc, 1Dd
12	Sang Min Kim	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
13 14	King Penguin Properties, LLC	Yes. Dec. Disc. After date of Initial	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
15	Michael Mikelic	Tower 1 Sales Contract.	
16	Zeny Lamarsh	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
17 18	Michael Lindsay and Angela (Van De Velde) Lindsay	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
19	Igor Lukyan	Yes. After date of Initial	1A, 1B, 1C, 1D, 1Aa,
20	igor Eakyan	Tower 1 Sales Contract.	1Bb, 1Cc, 1Dd
21	Christina Manriquez	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
22	MA. Guadalupe Mendoza	Yes. Dec. Disc. After date of Initial Tower 1	1A, 1B, 1C, 1D, 1Aa,
2324	Mendoza, and Margarita Mendoza Mendoza	Sales Contract.	1Bb, 1Cc, 1Dd
2526	Jose Mendoza and Leticia Mendoza	Yes. Dec. Disc. After date of Initial Tower 1 Sales Contract.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
27	Jay Mikulski	Yes. June Disc.	2A, 2B, 2C, 2D
28			

1	Darnelia Moller	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
2 3	James Morrison and	Yes. Dec. Disc. After date of Initial Tower 1	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
	Linda Morrison; Kory Roberts and Megan Roberts	Sales Contract	IBO, ICC, IDU
4 5	Edouard Mouaikel and Cynthia Mouaikel	Yes. June Disc.	2A, 2B, 2C, 2D
6	Michael R. Mueller Revocable Trust	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
7 8	Jennifer A. Mull and Gary P. Scott	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
9	James Mullany and Terri L. Mullany	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
10 11	Con Nguyen and Linda Nguyen	Yes. Dec. Disc.	1A, 1B, 1C, 1D
12	Daniel D. Nguyen and Khanh M. Nguyen	Yes. Nov. Disc.	2A, 2B, 2C, 2D
13 14	Nizar Najm, Deborah Najm, and Ibrahim Najm	No.	2A, 2B, 2C, 2D
15 16	Kelly L. Oberbillig and Susan Oberbillig / Paragon LLC	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
17	Derek O'Brien and Pamala O'Brien	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
18 19	Genoveva Ochoa-Ortiz	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
20	Giuseppe Pannarale	Yes. June Disc.	2A, 2B, 2C, 2D
21	Sophia Pesotchinsky and Leon Pesotchinsky	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
2223	Thomas Pfleider and Christina Pfleider	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
24	Ashlyn Pohl and Andrew Pohl	No.	2A, 2B, 2C, 2D
25	Maria E. Ramos and	No.	1A, 1B, 1C, 1D, 1Aa,
26	Manuel A. Ramos		1Bb, 1Cc, 1Dd
27	Mohammed Razaqi and Farida Razaqi	Yes. June Disc.	2A, 2B, 2C, 2D
28	•	5 22	

Real Development, LLC (Robert Edelman)	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Russell Reyes and Jennifer Reyes	Yes. Nov. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Dolores Roberts and Hadley McGaughey	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Raul Robles and Sonia Robles	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Mike Rodriguez	Yes. Dec. Disc. After date of Initial Tower 1	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
	Sales Contract	
Eleanor Santos	No.	2A, 2B, 2C, 2D
Jamas Sartain	No	1A 1D 1C 1D 1Ac
James Sartam	INO.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Michael Schieble and	Yes. June Disc.	2A, 2B, 2C, 2D
Schieble and Eileen Schieble		
Schmidt Family Trust	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Charles Scibetti, Alexander and Edith Purdie (Monument Partners)	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Cynthia Shaw	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
David Charry Vathery	Vas Das Diss	1A 1D 1C 1D 1A
Kampman, and Patricia	res. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Colin Stewart and Nelofeir Stewart	No.	2A, 2B, 2C, 2D
Evan St.Germain	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
Li Sun and Jane Jin	No.	2A, 2B, 2C, 2D
Jonn Trujillo	After date of Initial	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
	TOWER I DAILS CUILLIACE	
	Russell Reyes and Jennifer Reyes Dolores Roberts and Hadley McGaughey Raul Robles and Sonia Robles Mike Rodriguez Eleanor Santos James Sartain Michael Schieble and Melissa Schieble; John Schieble and Eileen Schieble Schmidt Family Trust Charles Scibetti, Alexander and Edith Purdie (Monument Partners) Cynthia Shaw David Shaw, Kathryn Kampman, and Patricia Olsen Colin Stewart and Nelofeir Stewart	Russell Reyes and Jennifer Reyes Dolores Roberts and Hadley McGaughey Raul Robles and Sonia Robles Mike Rodriguez Eleanor Santos Michael Schieble and Melissa Schieble; John Schieble and Eileen Schieble Schmidt Family Trust Cynthia Shaw No. David Shaw, Kathryn Kampman, and Patricia Olsen Colin Stewart and No. Russell Reyes and Yes. Nov. Disc. Yes. Dec. Disc. After date of Initial Tower 1 Sales Contract Yes. June Disc. No. No. No. Yes. Dec. Disc. No. Yes. Dec. Disc.

1	Atul Vachhani and Raju Vachhani	No.	2A, 2B, 2C, 2D
2	Paul Warren	Yes. June Disc.	2A, 2B, 2C, 2D
3	Mickey Weizmann	No.	2A, 2B, 2C, 2D
4	Christine Wiese	Yes. June Disc.	2A, 2B, 2C, 2D
5 6	Andre Williams	No.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
7	Jack Winer	Yes. Dec. Disc.	1A, 1B, 1C, 1D, 1Aa, 1Bb, 1Cc, 1Dd
8	Dennis Wong and Alice Lu	Yes.	2A, 2B, 2C, 2D
9	Yi Zhang	Yes. June Disc.	2A, 2B, 2C, 2D
10	466. In or about the	e time frame of when	Tower 1 Plaintiffs entered into a Second
12			n Tower 2 Plaintiffs entered into the Tower
13			erty Reports; one dated May 21, 2007, and
14	the second dated June 25, 2007	•	orej resperse, one amou ranj 21, 2007, una
15			
16	Rec	eipt of HUD Property	Report Matrix
17	467. The following ma	atrix identifies the follo	owing information:
18	a. If a HUD Property R	eport was received by	the particular Plaintiff it is identified by the
19	effective date of the HUD Pro	operty Report (May 21	, 2007 or June 25, 2007), and if received
20	whether the HUD Property Rep	oort was received in "ha	ard copy format" or on "disc;"
21			
22	b. If no HUD Property	Report was received l	by the particular Plaintiff, it is indicated by
23	stating "none received."		
24			
25	Plaintiff	Date of HUD Property Report	When Received/ Format Received
26		Received	
27	Claudia Abuin and Luis Almeida	None received.	Not applicable.

535 FOURTH AMENDED COMPLAINT

1	Phillip Ahn	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
3	Bruce Albert	May 21, 2007	After Date of Tower 2 Sales Contract/Hard Copy
4	Eduardo J. Almeida	May 21, 2007	Before date of Tower 2 Sales Contract or at time of execution/June Disc
5 6	Anisha Antony	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy After Date of Tower 2 Sales Contract/Hard Copy
7 8	Kirupairaj Asirvatham and Jenny Shen	May 21, 2007	Before date of Tower 2 Sales Contract or at time of execution/June Disc
9	David Atherton	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
10 11	Moo Han Bae and Chung Hee Bae	None received	Not applicable.
12 13	Himmat Thummar	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
14	Himmat Thummar	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
15 16	Rakesh Bajaria	May 21, 2007 (Unit 308 only)	Before Date of Second Tower 1 Sales Contract/Hard Copy
17	Himmat Desai	None received	Not applicable
18	Carlos Bardmess and Sandra Bardmess	May 21, 2007 (Unit 604)	Before Date of Second Tower 1 Sales Contract /Hard Copy
19 20	Carlos Bardmess and Sandra Bardmess	May 21, 2007 (Unit 1509)	Before Date of Second Tower 1 Sales Contract /Hard Copy
21	Andrew Bryant and Andrea Bryant	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
22 23	Rich Bartone	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
24	Jamie Besaw	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
2526	Bizness Developers, LLC	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
27	Gregory Callegari	May 21, 2007	Before Date of Second Tower 1 Sales Contract/Hard Copy
28			1 2

1	Mauricio Caycedo	May 21, 2007	After date of Tower 2 Sales Contract/June Disc
2	Henry Hsu Chai	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
4	Daniel Cota and Anna Cota	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
5	David Cowgill	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
7	David Crossley and Carol Crossley	May 21, 2007	After date of Tower 2 Sales Contract
8 9	Robert Culbertson and Sylvia Culbertson	May 21, 2007	Before date of Tower 2 Sales Contract/ June Disc
10	Sam Dunham and Cecilia Dunham	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
11 12	Steven Drake and Linda Drake	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
13	Carol Duncan	May 21, 2007	Before Date of both Second Tower 1 Sales Contract /Hard Copy
1415	Melusina Edwards	May 21, 2007	Before Date of both Second Tower 1 Sales Contract /Hard Copy
16	James P. Egan	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
17	Geoffrey Folsom	None received.	Not applicable.
18 19	Jerry Frazee and Constance Frazee	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
20	Robert H. Frazee and Mary Ellen Frazee	None received.	Not applicable.
2122	GTR Properties, Inc./ George T. Ricks	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
23	Brian Gaber and Cindy Gaber	None received	Not applicable.
2425	Gulf Coast Investments, Ltd.	None received.	Not applicable.
26	Peter Haidorfer	None received.	Not applicable.
27	Larry Harris	None received.	Not applicable.
28			

1	Mary Hetz, Paula Mello and Alice Beas	None received	Not applicable.
2 3	Mark Ippolito	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
4	Donald Isbell	May 21, 2007	Before or at time of execution of Tower 2 Sales Contract/June Disc
5	Jeffrey Kaiman	None received.	Not applicable.
6 7	Hamed Hoshyarsar, Payman Hoshyarsar, Kenneth Zaccaria, Larry Weiss	None received.	Not applicable.
8	Zaheer Kasad and Flor Kasad	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
10	Christopher Kearney and Grace Kearney	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
11 12	John Kehoe and Elyse Kehoe	May 21, 2007	After date of Tower 2 Sales Contract/June Disc
13	Brian Kelley and Bianka Kelley	None received.	Not applicable.
1415	Sang Min Kim December 8, 2006	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
16	King Penguin Properties,	None received.	Not applicable.
17	LLC Michael Mikelic		
18	Zeny Lamarsh	None received	Not applicable.
19	Michael Lindsay and	May 21, 2007	Before Date of Second Tower 1 Sales
20	Angela (Van De Velde) Lindsay	•	Contract/Hard Copy
21	Igor Lukyan	May 21, 2007	Before Date of Second Tower 1 Sales
22	Christina Manriquez	May 21, 2007	Contract/Hard Copy Before Date of Second Tower 1 Sales
2324	Ciristina Mairiquez	Way 21, 2007	Contract/Hard Copy
25	MA. Guadalupe Mendoza Mendoza, and	May 21, 2007	After Date of Second Tower 1 Sales Contract /Hard Copy
26	Margarita Mendoza Mendoza		
27	Jose Mendoza and	None received.	Not applicable.
28	Leticia Mendoza		
		538	

1	Jay Mikulski	May 21, 2007	After date of Tower 2 Sales Contract/June Disc
2	Darnelia Moller	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
4 5	James Morrison and Linda Morrison; Kory Roberts and Megan Roberts	None received.	Not applicable.
6	Edouard Mouaikel and Cynthia Mouaikel	None received.	Not applicable.
7 8	Michael R. Mueller Revocable Trust	May 21, 2007	After Date of Second Tower 1 Sales Contract /Hard Copy
9	Jennifer A. Mull and Gary P. Scott	May 21, 2007	After Date of Second Tower 1 Sales Contract /Hard Copy
10 11	James Mullany and Terri L. Mullany	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy [as to James Mullany only] No Property Report
12			received by Terri L. Mullany
13	Con Nguyen and Linda Nguyen	None received.	Not applicable.
1415	Daniel D. Nguyen and Khanh M. Nguyen	None received.	Not applicable.
16	Nizar Najm, Deborah Najm, and Ibrahim Najm	None received.	Not applicable.
17 18	Kelly L. Oberbillig and Susan Oberbillig / Paragon LLC	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
19 20	Derek O'Brien and Pamala O'Brien	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
21	Genoveva Ochoa-Ortiz	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
2223	Giuseppe Pannarale	May 21, 2007	After Date of Tower 2 Sales Contract/June Disc
24	Sophia Pesotchinsky and Leon Pesotchinsky	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
2526	Thomas Pfleider and Christina Pfleider	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
27	Ashlyn Pohl and Andrew Pohl	May 21, 2007	At time of execution of Tower 2 sales Contract/June Disc
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FOURTH AMENDED COMPLAINT

Maria E. Ramos and Manuel A. Ramos	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Mohammed Razaqi and Farida Razaqi	May 21, 2007	At time of execution of Tower 2 sales Contract/June Disc
Real Development, LLC (Robert Edelman)	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Russell Reyes and Jennifer Reyes	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Dolores Roberts and Hadley McGaughey	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Raul Robles and Sonia Robles	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Mike Rodriguez	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Eleanor Santos	None received.	Not applicable.
James Sartain	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Michael Schieble and Melissa Schieble; John Schieble and Eileen Schieble	May 21, 2007	After Date of Tower 2 Sales Contract/June Disc
Schmidt Family Trust	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Charles Scibetti, Alexander and Edith Purdie (Monument Partners)	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy by Alexander and Edith Purdie only.
Cynthia Shaw	May 21, 2007	Before Date of Second Tower 1 Sales Contract/Hard Copy
David Shaw, Kathryn Kampman, and Patricia	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy as to David Shaw
	M 21 2007	only
Nelofeir Stewart	wiay 21, 200/	Before Date of Second Tower 1 Sales Contract /Hard Copy
Evan St.Germain	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
Li Sun and Jane Jin	None received.	Not applicable.
	Manuel A. Ramos Mohammed Razaqi and Farida Razaqi Real Development, LLC (Robert Edelman) Russell Reyes and Jennifer Reyes Dolores Roberts and Hadley McGaughey Raul Robles and Sonia Robles Mike Rodriguez Eleanor Santos James Sartain Michael Schieble and Melissa Schieble; John Schieble and Eileen Schieble Schmidt Family Trust Charles Scibetti, Alexander and Edith Purdie (Monument Partners) Cynthia Shaw David Shaw, Kathryn Kampman, and Patricia Olsen Colin Stewart and Nelofeir Stewart Evan St.Germain	Manuel A. Ramos Mohammed Razaqi and Farida Razaqi Real Development, LLC (Robert Edelman) Russell Reyes and Jennifer Reyes Dolores Roberts and Hadley McGaughey Raul Robles and Sonia Robles Mike Rodriguez May 21, 2007 Eleanor Santos May 21, 2007 Eleanor Santos Mone received. James Sartain May 21, 2007 Michael Schieble and Melissa Schieble; John Schieble and Eileen Schieble Schmidt Family Trust May 21, 2007 Charles Scibetti, Alexander and Edith Purdie (Monument Partners) Cynthia Shaw May 21, 2007 David Shaw, Kathryn Kampman, and Patricia Olsen Colin Stewart and Nelofeir Stewart Evan St.Germain May 21, 2007

1	John Trujillo	May 21, 2007	Before Date of Second Tower 1 Sales Contract /Hard Copy
2 3	Atul Vachhani and Raju Vachhani	None received.	Not applicable.
4	Paul Warren	None received.	Not applicable.
5	Mickey Weizmann	None received.	Not applicable.
6	Christine Wiese	None received.	Not applicable.
7	Andre Williams	None received.	Not applicable.
8 9	Jack Winer	May 21, 2007	Either before or at time of signing Second Tower 1 Sales Contract
10	Dennis Wong and Alice Lu	May 21, 2007	After Date of Tower 2 Sales Contract/June Disc
11 12	Yi Zhang	May 21, 2007	After Date of Tower 2 Sales Contract/June Disc
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14	Identification of Docu	ments Relating to Pur	chase Agreements
15	468. Attached here	to as Exhibit 84 is a	true correct copy of a "Limited Power of
16	Attorney" ("LPOA") utilized	by the S&P Defenda	nts in connection with the initial sales of
17	Tower 1 Units at the Project	t. This LPOA is an	example of the form used by the S&P
18	Defendants and is executed by	Plaintiff Christina Ma	nriquez.
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20	469. Attached hereto	as Exhibit 85 are true	and correct copies of the LPOA's executed
21	by Tower 1 Plaintiffs in conne	ction with the Initial T	Cower 1 Sales Contract.
22			
23	470. Attached here	eto as Exhibit 86 is a	a true and correct copy of the Promise of
24	Transfer of Ownership Trus	t Agreement ("Initia	I Tower 1 Sales Contract") utilized in

connection with the initial sales of Tower 1 Units at the Project. The Initial Tower 1 Sales

Contract attached hereto is signed by Plaintiffs Cecilia Dunham and Sam Dunham. Included in

the Initial Tower 1 Sales Contracts are Exhibits A through E as identified within the body of

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said Contract.

- 471. Attached hereto as **Exhibit 87** is the face sheet, page three (3) and signature page for each **Initial Tower 1 Sales Contract** signed by each Tower 1 Plaintiff named herein.
- 472. Attached hereto as **Exhibit 88** is the copy of the Promise of Transfer of Ownership Trust Agreement ("HUD Tower 1 Form Contract") submitted by the **Developer Defendants** and defendant **PB Impulsores** to the U.S. Department of Housing & Urban Development ("HUD") as required by C.F.R. Section 1710.209(f)(3)(i). Included in the HUD Tower 1 Form Contract are Exhibits A through E as identified within the body of said Contract.
- 473. Attached hereto as **Exhibit 89** is a true correct copy of a LPOA utilized by the S&P Defendants in connection with the **Second Tower 1 Sales Contract**. This LPOA is an example of the form used by the **S&P Defendants** and is executed by Plaintiffs Dolores Roberts and Hadley McGaughey.
- 474. Attached hereto as **Exhibit 90** are true and correct copies of the LPOA's executed by Tower 1 Plaintiffs in connection with the **Second Tower 1 Sales Contract**.
- 475. Attached hereto as **Exhibit 91** is a true and correct copy of the Option and Promise of Transfer of Ownership Trust Agreement ("Second Tower 1 Sales Contract") utilized in connection with the previously purchased Tower 1 Units at the Project. The Second Tower 1 Sales Contract attached hereto is signed by Plaintiffs Cecilia Dunham and Sam Dunham. Included in the **Second Tower 1 Sales Contract**s are Exhibits A through E as identified within the body of said Contract.
- 476. Attached hereto as **Exhibit 92** is the face sheet, page three (3) and signature page for each **Second Tower 1 Sales Contract** signed by each Tower 1 Plaintiff named herein.

Pursuant to the allegations set forth herein, The TRUMP Defendants, the IRONGATE

FOURTH AMENDED COMPLAINT

Defendants, and **PB Impulsores**, and each of them, are each a "developer" of the Trump Ocean Resort Baja subdivision as "Developer" is defined in the Act.

489. The Act does not apply and the subdivision is deemed "exempt" from the registration requirements with the United States Department of Housing and Urban Development ("HUD") if a contract obligates the seller or lessor to erect such a building within a period of two (2) years, (the "2-year Exemption"). See the Act, Section 1702(a)(2) and 24 C.F.R. 1710.5. 24 C.F.R. 1710.4(a) further provides that the exemptions available under 24 C.F.R. 1710.5 are not applicable when the method of sale, lease or other disposition of land or an interest in land is adopted for the purpose of evasion of the Act.

490. At the time of the initial sales of Tower 1, the Project was not registered with HUD. Instead, the **Developer Defendants**, and defendant **PB Impulsores** and each of them, consummated the initial sales of Tower 1 purportedly under and pursuant to the "2 year exemption" of the Act and/or the **Developer Defendants**, and defendant **PB Impulsores**, and each of them, consummated the initial sales as Developer Agents purportedly under and pursuant to the "2 year exemption" of the Act.

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491. At the time of consummating the initial Tower 1 transactions, the **Developer Defendants**, and defendant **PB Impulsores** and each of them, knew, or in the exercise of reasonable diligence should have known that Tower 1 could not and would not be built within the 2 year stated time period. Nonetheless, **Developer Defendants**, defendant **PB Impulsores** and Developer Agent Defendants on behalf of the Developer Defendants, and each of them, proceeded with the sales of Tower 1 without registering with the United States Department of Housing and Urban Development ("HUD") under and pursuant to the purported said "2 year exemption."

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- 492. 24 C.F.R. 1710.4 (b) provides relative to the anti-fraud provisions of the Act (15 U.S.C. 1703(a)(2)) apply to exempt transactions that the anti-fraud provisions make it unlawful for a developer or agent to employ any device, scheme, or artifice to:
 - (1) Defraud;
 - (2) To obtain money or property by means of any untrue statement of a material fact, or
 - (3) To omit to state a material fact necessary in order to make the statements made not misleading, with respect to any information pertinent to the lot or subdivision; or
 - (4) To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a purchaser.
- 493. All Plaintiffs who initially purchased a condominium unit in Tower 1 were presented with the **Initial Tower 1 Sales Contract**. See **Exhibit 86.**
 - 494. In said **Initial Tower 1 Sales Contract**, the following provision appeared therein:

Paragraph 16(e):

Termination in the Event of Seller's Failure to Close within Two Years

(i) If the transaction is not in a position to close, for reasons other than Buyer's default, within two (2) years from the date hereof (subject to time extensions for events or occurrences such as acts of God, casualty losses, material shortages or other delays that are legally recognized in the jurisdiction in which Buyer's Unit is located), Buyer shall have the right to terminate this Promise Agreement and Buyer shall be entitled to request the return of all monies paid to Seller or Escrow Holder by Buyer pursuant to the Promise Agreement, without deduction. If Buyer makes a written request to terminate this Promise Agreement and for the return of Buyer's funds deposited hereunder, Seller shall return such funds to

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Buyer within ten (10) business days after Seller's receipt of such written request. If no such written request is received by Seller, the term of this Promise Agreement shall be deemed extended until the earlier to occur (i) the date upon which a written request for termination and return of funds is received by Seller or (ii) the date on which the purchase and sale contemplated by this Promise Agreement closes as provided herein.

(ii) Section 16(e)(i) is included in this Promise Agreement for the

purpose of qualifying for an exemption from the registration requirements of the Interstate Land Sales Full Disclosure Act (the "ILSFDA"). In the event that Seller elects to register under the ILSFDA then Section 16(e)(i) shall no longer be applicable upon the occurrence of the following: (1) Seller shall have obtained registration approval under the ILSFDA; (2) Seller shall have provided Buyer with a "Property Report" approved under ILSFDA; (3) Buyer shall have been afforded the right to terminate this Promise Agreement within the rescission period provided for under the Property Report in accordance with ILSFDA; and (4) such rescission period shall have expired without Buyer electing to terminate this Promise Agreement. Upon the satisfaction of each of the preceding requirements, Section 16(e)(i) shall automatically, without any further action by Seller or Buyer, be of no further force or effect, be deemed to be terminated and

495. In addition to the Tower 1 Plaintiff having the right to the return of all his/her monies pursuant to the foregoing paragraphs in the **Initial Tower 1 Sales Contract**, the same contract "unconditionally and irrevocably guarantees refund of the Deposit..." upon "Seller's Default." See **Initial Tower 1 Sales Contract**, paragraph 16(b).

excluded from this Promise Agreement, and not be enforceable by Buyer.

496. Thereafter, once all Tower 1 Plaintiffs signed the **Initial Tower 1 Sales Contract**, beginning in or about March 2007, the **Developer Defendants**, defendant **PB Impulsores** and each of them, caused to be filed with HUD a **Statement of Record** for the purpose of seeking registration of Tower 1 pursuant to the Act. See **Exhibit 111**.

497. Except for "exempt" transactions, the initial **Statement of Record** must be filed prior to selling or leasing any lot in the subdivision. 24 C.F.R. §1710.22(a). To the contrary, and in violation of 24 C.F.R. §1710.22(a), as of March 1, 2007, the **Developer Defendants**, defendant **PB Impulsores**, and **Developer Agent Defendants** on behalf of the **Developer Defendants**, and each of them, had consummated the sale of over 150 Units at the Project. This fact was never disclosed to HUD.

498. Pursuant to 24 C.F.R., §1710.208(b)(3), the **Developer Defendants**, and defendant **PB Impulsores** and each of them, were required to represent to HUD whether any lots had been sold in this subdivision since April 28, 1969, and prior to registration with HUD. If units were sold pursuant to an exemption, the **Developer Defendants** and defendant **PB Impulsores** were required to identify the exemption provision and state whether an advisory opinion, exemption order or exemption determination was obtained with respect to those lot sales.

499. Despite the fact that the **Developer Defendants** had actively engaged in and consummated the sale of over 150 Units within the subdivision, the **Developer Defendants** and defendant **PB Impulsores** made the following representation regarding the prior sale of Units within the subdivision in the **Statement of Record**:

"No units have not been sold in the Subdivision since April 28, 1969 and prior to registration with the Interstate Land Sales Registration Division..."

See Statement of Record, Exhibit 111.

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500. The **Developer Defendants**, and defendant **PB Impulsores**, and each of them, intentionally misrepresented to HUD the existence of sales of Units in Tower 1 at the time of registration, and instead created the false impression the subdivision was being registered prior to any sales having been consummated all in violation of the foregoing C.F.R. provisions, rules and regulations.

501. Rather, and to the contrary, the **Developer Defendants**, and defendant **PB**

Impulsores, and each of them, never disclosed to HUD the existence of the Initial Tower 1 Sales Contracts, and that Units within the subdivision had, in fact, been sold therein. Instead, the **Developer Defendants**, and defendant **PB Impulsores**, and each of them, in a further effort to avoid having to disclose the existence of the executed contracts and consummated sales, submitted to HUD a different Tower 1 form contract which had not before been used by the Developer Defendants, and defendant PB Impulsores or the Developer Agent Defendants on behalf of the Developer Defendants. In this HUD Tower 1 Form Contract, the Developer **Defendants**, and defendant **PB Impulsores** and each of them, eliminated the language set forth in paragraph 16(e) of the **Initial Tower 1 Sales Contract** in its entirety, which language obligated the delivery of the condominium units within (2) two years from the date of the **Initial Tower 1 Sales Contract**. The result of the removal of said paragraph 16(e) in the **HUD Tower** 1 Form Contract (and subsequent used Second Tower 1 Sales Contract) was an improper attempt to delete a material term from the Initial Tower 1 Sales Contract without ever disclosing said removal to HUD or any Tower 1 Plaintiffs. Further, such removal eliminated the **Developer Defendants** ' and defendant PB Impulsores' obligation to deliver the condominium units within two (2) years from the date of the **Initial Tower 1 Sales Contract**. The **Developer Defendants**, and defendant **PB Impulsores** and each of them, never advised HUD of the existence of the Initial Tower 1 Sales Contract or of its/their obligations set forth therein to have delivered the condominium units within two (2) years from the date of the **Initial Tower 1** Sales Contract.

502. In addition to the removal of paragraph 16(e) from the **Initial Tower 1 Sales** Contract (which contract was never submitted to HUD), on page three (3) of the HUD Tower 1 Form Contract, paragraph 3(a) sets forth a payment plan for the deposits to be paid by the purchaser. At such time of submission of the HUD Tower 1 Form Contract to HUD, over \$122 million in sales had already occurred at the Project. Nonetheless, the **Developer Defendants** and defendant **PB Impulsores** failed to advise HUD of these sales notwithstanding the fact that they were required to do so under 24 C.F.R., § 1710.208(b)(3).

503. Subsequent to the registration of the Project as more particularly alleged hereinbelow, the Developer Defendants and defendant PB Impulsores changed the HUD Tower 1 Form Contract and submitted to all Tower 1 Plaintiffs a Second Tower 1 Sales **Contract** which differed from that which was approved by HUD. After ultimately receiving HUD registration status on or about May 21, 2007, the **Developer Defendants** and defendant PB Impulsores subsequently changed the HUD Tower 1 Form Agreement without attaining approval from HUD, and before submitting same to Tower 1 Plaintiffs. Those changes included:

Changing the heading from "TRUMP OCEAN RESORT BAJA CONDOMINIUM a. UNITS" to "TRUMP OCEAN RESORT BAJA TOWER 1 CONDOMINIUM UNITS."

b. Changing the title of the document from 'PROMISE OF TRANSFER OF OWNERSHIP TRUST AGREEMENT" to "OPTION AND PROMISE OF TRANSFER OF OWNERSHIP TRUST AGREEMENT."

Changing page three (3) paragraph 3(a) (i) (ii) and (iii) and deleting the payment c. schedule set forth therein and substituting the receipt of deposits received from Tower 1 Plaintiffs. See Exhibit 87 and Exhibit 92 which each contain copies of

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page three (3) of the Initial	Tower	1 Sales	Contract	and Second	Tower	1 Sales
Contract.						

The Developer Defendants and defendant PB Impulsores, and each of them, 506. intentionally waited until after HUD registration approval to make such changes to the HUD **Tower 1 Form Contract** in an effort to avoid having to disclose the monies and deposits received and the sales consummated at the Project at the time of said registration. By avoiding such disclosure, the **Developer Defendants** and defendant **PB Impulsores**, and each of them, evaded the requirements and Regulations required by HUD. Thus, the **Developer Defendants** and defendant PB Impulsores presented to the Tower 1 Plaintiffs a purchase agreement, the **HUD Tower 1 Form Contract**, which was not in conformity with that which was approved by HUD. Pursuant to 24 C.F.R. 1710.209(f)(3)(i). **Developer Defendants**, defendant **PB** Impulsores, and Developer Agent Defendants, and each of them, violated said regulations by changing the form of contract used for the sale of the Units subsequent to the approval by HUD.

As part of the Statement of Record, and pursuant to 24 C.F.R. §1710.209(a) of 504. the Act, the Developer Defendants, defendant PB Impulsores, and each of them, represented in their March 1, 2007 **Statement of Record** that:

> "No permits have been issued yet, Developer intends to apply for a number of permits. A list of these proposed permits is attached hereto as Exhibit "4."

See page 4 of the Statement of Record, Exhibit 111. This representation was wholly inconsistent, however, with representations made by the **Developer Defendants**, and defendant **PB** Impulsores, wherein, nearly four months prior to Developer Defendants' submission to HUD, said Defendants stated within the December 6, 2006 "Declaration and Establishment of

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1	Protective Covenants, Conditions and Restrictions and Grant of Rights, to all Tower 1 Plaintiffs
2	that:
3	"Developer has requested and obtained from the different state and
4	municipal agencies, the permits for the development of the Master
5	Project. [Emphasis added].
6	
7	See, Exhibit 101, "TORB DECEMBER 6, 2006 LEGAL DOCUMENT DISC 00134." Excerpts
8	from Exhibits 111 and 101 containing the statements set forth in this paragraph are attached
9	hereto as Exhibit 113.
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11	505. As part of the Statement of Record , pursuant to 24 C.F.R. §1710.208(c)(2) the
12	Developer Defendants, and PB Impulsores, and each of them, were required to provide the
13	following information:
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15	"If the developer is not the owner of the land, state the developer's
16	name, address, Internal Revenue Service number and telephone
17	number. If the developer is other than an individual, name the type of
18	legal entity and list the interest, and the extent thereof, of each
19	principal. Identify the officers and directors."
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21	506. In response to the foregoing required information, the Statement of Record
22	stated:
23	"The principals of Developer are currently developing the
24	Trump International Hotel & Tower at Waikiki Beach Walk
25	located in Honolulu, Hawaii." [Emphasis added].
26	See Statement of Record attached hereto as Exhibit 111, page 2.
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552 FOURTH AMENDED COMPLAINT

507. As previously alleged hereinabove the IRONGATE Defendants, the TRUMI
Defendants, and the S&P Defendants previously advertised for sale condominiums at the
Trump International Hotel & Tower at Waikiki Beach Walk. It was further represented to al
Plaintiffs herein prior to their purchases at the Project that "Trump and Irongate" were the co-
developers of the Trump International Hotel & Tower at Waikiki Beach Walk just as "Trump
and Irongate" were the co-developers of Trump Ocean Resort Baja.

PB Impulsores, and each of them, were required to comply with 24 C.F.R. §1710.212(a) and 24 C.F.R. §1710.212(b) by providing certain information relating to "Financing of Improvements." This required information included estimated date for full completion of amenities and projected date for complete sell out of the subdivision. In the **Statement of Record**, the **Developer Defendants**, and defendant **PB Impulsores**, and each of them, represented to HUD that:

- a. A construction loan would be procured in the amount of \$50,000,000 to finance both on-site and off-site improvements.
- b. That the estimated date for full completion of amenities is October, 2008.
- c. The estimated marketing and advertising costs are \$5,000,000 and the estimated sales commissions are \$12 million.
- 509. The above stated representations by the **Developer Defendants**, and defendant **PB Impulsores**, and each of them, were false and misleading in that the **Developer Defendants**, and defendant **PB Impulsores**, and each of them knew at such time the completion of amenities would not be completed by October, 2008. See **Statement of Record**, **Exhibit 111**, page 12.

510. The **Developer Defendants**, and defendant **PB Impulsores** and each of them, in a further attempt to conceal the actual sale of units having already been consummated, provided further false and misleading information to HUD by making it appear the marketing costs and sales commissions had not yet been incurred and at least paid in part. Instead, The **Developer Defendants**, and each of them, in the **Statement of Record**, merely estimated the marketing, sales commissions and advertising costs. See **Statement of Record**, **Exhibit 111**, page 12.

511. As part of the **Statement of Record**, the **Developer Defendants** and **PB Impulsores**, and each of them, were required to comply with 24 C.F.R. §1710.212(a) and describe the "financing plan." The **Developer Defendants**, and each of them, stated and represented to HUD the following:

"Developer intends to procure a construction loan in the amount of approximately Fifty Million Dollars (\$50,000,000) to finance both the on-site and off site improvements. In addition, Developer intends to utilize the funds generated by the sale of Units for this purpose."

See Statement of Record, Exhibit 111 page 12.

512. At the time the **Developer Defendants**, and each of them, made the foregoing representations of "Financial Information" the **Developer Defendants** and **PB Impulsores** and each of them, had previously represented to Plaintiffs that all financing was in place (see Misrepresentation Set Numbers 7 and 15), and by the time of the submission by the **Developer Defendants** and **PB Impulsores** of the **Statement of Record** to HUD, said Defendants had already withdrawn and used a substantial portion of the buyer deposits for their own use.

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513. As part of the **Statement of Record**, the **Developer Defendants**, and defendant **PB Impulsores** and each of them, were required to comply with 24 C.F.R. §1710.216(b) and make representations that "no advertising or promotional material has been used nor is being

used which contains information in conflict with that disclosed in this Statement of Record." See **Statement of Record**, **Exhibit 111** at page 16. As alleged hereinabove, the **Developer Defendants**, and defendant **PB Impulsores** and each of them, now deny that the **IRONGATE Defendants** and/or the **TRUMP Defendants** are or were the developers of the Project, despite the advertising and marketing campaign which clearly and unambiguously referred to "Trump and Irongate" as co-developers of the Project. Such 'after the fact' denial evidences the failure of The **Developer Defendants**, and defendant **PB Impulsores** and each of them, to comply with 24 C.F.R. §1710.216(b) of the Act.

PB Impulsores, and each of them, were required to comply with 24 C.F.R. §1710.212(c) by submitting to HUD a "copy of the Developer's financial statement for the last fiscal year," and was required to comply with 24 C.F.R. §1710.212(d) by submitting to HUD "a copy of its latest financial statement." In the Statement of Record, in response to the requirement of providing financial statements, the **Developer Defendants** and **PB Impulsores**, and each of them, stated: "the Developer is a newly formed entity and does not yet have any operating history," notwithstanding the fact that the Developers identified in the Statement of Record were not "newly formed," had an operating history, and had already sold \$122 million dollars in Units at the Project.

515. The **Developer Defendants**, and defendant **PB Impulsores**, and each of them, engaged in sales practices directly violative of 24 C.F.R. §1715.10 and 24 C.F.R. §1715.15 by engaging in conduct and by advertising in an improper manner designed to fraudulently induce all Plaintiffs to purchase Units at the Project. In light of the current denial by defendants, and each of them, that the **IRONGATE Defendants** and/or the **TRUMP Defendants** were the codevelopers and/or a developer of the Project, the advertising, promotion, and marketing engaged in by the **Developer Defendants**, and defendant **PB Impulsores** constitutes fraudulent and/or misleading sales practices as set forth in Section 1703(a) of the Act.

Issuance of Tower 1 and Tower 2 Property Reports

- 516. On or about May 21, 2007, HUD accepted for filing the initial **Statement of Record** dated March 1, 2007 applicable to the Development. See attached hereto (without referenced exhibits) as **Exhibit 111**, "Additional Information and Documentation Section (Statement of Record)," hereinafter referred to as the "**Statement of Record**."
- 517. On or about May 21, 2007 a "Property Report" submitted to HUD by defendants, and each of them, was deemed filed with an effective date of May 21, 2007. This "Property Report" pertained and related to Tower 1 only. See **Exhibit 97**, HUD PR1.
- 518. In accordance with the requirements of Section 1703(a) of the Act, and of the HUD Regulations, Title XIV §1408, a "Property Report" meeting the requirements of Section 1707 of the Act must be furnished to the purchaser in advance of the signing of any contract by such purchaser.
- 519. Plaintiffs and prospective purchasers do not receive the **Statement of Record**, and as a result, are therefore unaware of the representations set forth therein at the time of their purchase.
- 520. With the launch of the sales of Tower 2 scheduled to take place on June 27, 2007, the **Developer Defendants**, and defendant **PB Impulsores** and each of them, caused to be filed with HUD a "Consolidated Statement of Record." This **Consolidated Statement of Record** was submitted to HUD on or about June 21, 2007, or just six (6) days before the commencement of sales of Units in Tower 2. The **Consolidated Statement of Record** sought approval for the addition of 217 Units for Tower 2, over and above the 232 condominium units belatedly registered as part of Tower 1. See, "Additional Information and Documentation" section contained in the **Consolidated Statement of Record**, filed on or about June 21, 2007, a copy of which document, (without referenced exhibits) is attached hereto as **Exhibit 112**.

FOURTH AMENDED COMPLAINT

FOURTH AMENDED COMPLAINT

DOCUMENTS DISC at 0173. Excerpts from Exhibits 112 and 102 containing the statements

In or about June 25, 2007 the newly issued and only recognized effective 528. "Property Report" submitted to HUD by the **Developer Defendants** and defendant **PB Impulsores**, and each of them, was deemed filed with an effective date of June 25, 2007. See Exhibit 98.

529. Pursuant to 24 C.F.R. 1715.50(a) the following "Disclaimer Statement" shall be displayed below the text of all printed material and literature used in connection with the sale or lease of lots in a subdivision for which an effective Statement of Record is on file:

> "Obtain the Property Report required by Federal law and read it before signing anything. No Federal agency has judged the merits or value, if any, of this property."

530. Despite the requirement of 24 C.F.R. 1715.50(a) that such **Disclaimer Statement** be displayed on all printed material and literature, neither Developer Defendants, PB Impulsores, nor the Developer Agent Defendants on behalf of the Developer Defendants, or any of them, affixed or caused to be affixed any such Disclaimer Statement to any printed material and literature used in connection with the sale of condominiums at the Project. All marketing materials remained unchanged

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Use of Property Report at Tower 2 Sales Event:

Pursuant to 24 C.F.R. 1710.118(a), the **Developer Defendants** and defendant **PB Impulsores** were required to obtain the signature of all buyers on a document entitled "Receipt, Agent Certification and Cancellation Page" in the form as prescribed by said section. Pursuant to 24 C.F.R. 1710.118(b) the original and one copy of the "Receipt, Agent Certification and Cancellation Page" shall be attached to the Property Report and delivered to prospective purchasers. Pursuant to 24 C.F.R. 1710.118(d) the date of Report appearing on the receipt shall be the same as that appearing on the cover sheet of the Property Report. the Developer

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24 C.F.R. 1710.102(m); 24 C.F.R. 1710.118(b).

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Pursuant to 24 C.F.R. 1710.102(m) the Property Report that is given to the

In addition, at the June 27, 2007 Tower 2 Sales Event, the **Developer Defendants**

prospective homeowner must meet the same standards as to grade of paper, type size, margins,

type and color of the print at those set herein for the Statement of Record. Therefore, the

Property Report must be provided to prospective purchasers in hard copy format. Some Tower 2

Plaintiffs were provided a CD disc entitled "Ownership Documents" as more particularly set

forth in **Exhibit 102.** This CD disc included the May 21, 2007 Property Report, unsigned, and

in electronic format, all in contravention of the aforementioned Rules, Regulations and the Act.

and defendant **PB Impulsores** presented to Tower 2 purchasers a "Receipt, Agent Certification"

and Cancellation Page" for signature confirming that each prospective purchaser received the

ineffective "May 21, 2007 Property Report." See Exhibit 97. Pursuant to 24 C.F.R. 1710.23(d)

and 1710.219(d) the providing of the May 21, 2007 Property Report to Tower 2 Plaintiffs was in

violation of said Rules and Regulations. The Developer Defendants, and defendant PB

Impulsores and each of them, were required to provide buyers with the effective Property

Report for the subdivision which would have been the June 25, 2007 Property Report. Noone of

the Plaintiffs received the effective Property Report, as required, and, as set forth in the HUD

Property Report Matrix hereinabove, certain Tower 2 Plaintiffs never received any Property

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Following the Tower 2 Sales Event, beginning in or about August, 2007, the Developer Defendants, and defendant PB Impusiores turned their collective attention back to the Tower 1 Plaintiffs and the "in force" Initial Tower 1 Sales Contract which contained the afore-described "2 year" right of termination provision (paragraph 16(e)(i)(ii)). More particularly, the Developer Defendants, and defendant PB Impusiores and the Developer Agent Defendants set into motion a plan designed to obtain signatures of all Tower 1 purchasers on a **Second Tower 1 Sales Contract** without ever informing or advising said Tower 1 purchasers that paragraph 16(e)(i)(ii) had been removed and stricken from the **Initial Tower 1** Sales Contract, and without ever advising the Plaintiffs of the true reasons why the **Developer Defendants**, and defendant **PB Impusiores** were attempting to so obtain the Tower 1 Plaintiffs' execution on the Second Tower 1 Purchase Agreements. Instead Developer Defendants, and defendant PB Impusiores by and through the Developer Agent Defendants, elected to falsely advise said Tower 1 Plaintiffs the "new" or "second" contract was actually being presented in order to further protect said Tower 1 Plaintiffs, when in fact the Second Tower 1 Sales Contract was furthering the interests of the **Developer Defendants**, defendant **PB Impusiores** and the **Developer Agent Defendants** and no one else.

535. By striking and removing paragraph 16(e)(i)(ii), the **Developer Defendants**, and defendant **PB Impusiores** would then eliminate the "2 year" right of termination provision in the **Initial Tower 1 Sales Contract**, and by doing so extricate themselves of the risk that Tower 1 Plaintiffs would rescind the **Initial Tower 1 Sales Contract** after the two (2) year anniversary of the original purchase contracts. In addition, the **Developer Defendants**, and defendant **PB Impusiores** would achieve the belated HUD registration status without ever having to disclose the material changes to the **Initial Tower 1 Sales Contract** to the Plaintiffs. Further, this scheme included the **Developer Defendants**' evasion of registration laws by failing to disclose to HUD the existence of the **Initial Tower 1 Sales Contract**s, as well as their receipt of millions of dollars in prior sales.

536. The **Developer Defendants**, and defendant **PB Impusiores** also were aware without "HUD compliant" contracts, the **Developer Defendants**, and defendant **PB Impusiores** and each of them, might never be able to secure financing for the Project. This fact was also never disclosed to any of the Tower 1 Plaintiffs.

537. In or about August, 2007, and as more particularly alleged at Misrepresentation Set Nos. 13 and 14, eight (8) months had passed since the Tower 1 Sales Event and there had been little or no progress in construction at the site, and absolutely no indication of any vertical construction of the Tower 1 structure. At the same time, the **Developer Defendants**, defendant **PB Impulsores** and the **Developer Agent Defendants** were acutely aware of doubt and unrest

amongst the Tower 1 Plaintiffs and purchasers, and their collective frustration in not seeing the

promised construction activity at the site.

Impulsores and the Developer Agent Defendants to not draw any attention to the fact that all Tower 1 purchasers had the right to rescind the Initial Tower 1 Sales Contract on the two (2) year anniversary of the date of the agreement and that right of rescission was being eliminated in the Second Tower 1 Sales Contract. The Developer Defendants, defendant PB Impulsores and the Developer Agent Defendants were concerned that if given the opportunity to rescind the Initial Tower 1 Sales Contract a significant number of the Tower 1 purchasers would exercise such option to do so and not sign a new "HUD" compliant agreement.

Developer Agent Defendants knew in order to convince the Tower 1 purchasers to sign another contract without the purchasers waiving their right of rescission under the Initial Tower 1 Sales Contract, the Tower 1 purchasers would need to be presented a series of communications designed to create the false illusion that the Project was on the precipice of being built and that no problems existed with financing or otherwise. The series of communications would then

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FOURTH AMENDED COMPLAINT



What is Trump Ocean Resort Baja?

- It is Trump, so quality and service will be the best of the best
- The property is just 30 minutes south of San Diego on North Baja's Gold Coast
- The resort is on 17 acres of spectacular, pristine coastline. Every suite provides unobstructed views of the Pacific and Coronado Islands with a front row seat to some of the most riveting sunsets the world has to offer.
- The Lobby Tower release last December set a record in Mexico with over \$122 Million dollars of real estate purchased in the opening day
- Condo-Hotel and the Trump brand ensure that both the owner and their guests will receive the
 exclusive Trump treatment every time they visit while knowing that their property is in the best of
 hands when they are not at the resort

Tell me more about the developers, The Trump Organization and Irongate?

- Donald J. Trump is the very definition of the American success story. He has continually set
 new standards of excellence and quality while expanding his interests in luxury residential real
 estate, world-class hotels, office buildings, championship golf courses, gaming and entertainment.
 Mr. Trump is personally involved in everything that his name represents. This commitment has
 made him the pre-eminent developer of quality real estate known around the world.
 www.trump.com
- Irongate is an integrated real estate development and investment company. The Los Angeles based company brings entrepreneurial creativity, financial discipline, and environmental and cultural sensitivity to each of its development projects. Irongate believes in creating value by being thoroughly immersed in all aspects of its projects from inception through realization, including design and architecture. This philosophy has produced a track record of success as witnessed at TRUMP Waikiki where 464 suites sold, setting a new single-day record worldwide. www.irongatedev.com

Tell me more about the hotel operator, Destination Hotels and Resorts

- Destination Hotels & Resorts began in 1972 with the development and management of
 condominium resorts. Since then, they have grown to become the country's fifth largest
 independent management company with more than 6,500 employees, over 7,000 guest rooms, and
 more than \$1.7 billion in assets under management.
- Destination Hotels & Resorts is unique in the lodging industry in that their primary mission is to
 create value for owners, guests, and associates in each of the hotels and resorts that they manage.
 They do this by developing an innovative, customized business plan and strategy for each property
 by combining sales, marketing and all aspects of the owner and guest experience.

HUD Property Report

Frequently Asked Questions

- Q: What is the HUD Property Report?
- A: The HUD Property Report is prepared in connection with the registration of a real estate project under a federal law called the "Interstate Land Sales Full Disclosure Act". The Act is administered by the Department of Housing and Urban Development which is referred to as "HUD". The HUD Property Report is a document that provides information and disclosures pertaining to the real estate project and is intended to ensure that everything about the project is fully disclosed to the potential purchaser.
- Q: Why did Trump and Irongate decide to spend the time, energy and expense to get a HUD Property Report when it is not commonly done by other developers in Mexico?
- A: Making this commitment is consistent with our desire to follow the regulations and procedures that would be required for developing in the US.
- O: Who determines the language that is in the HUD Property Report?
- A: The format of the HUD Property Report and the information that is required to be included in it is dictated by the Act and by regulations implemented by the Department of Housing and Urban Development. In some instances, the Act or the HUD regulations require very specific language that must be included in the HUD Property Report. Our HUD Property Report includes several of these required passages. It is important to note that these passages are often broad, covering various classes of real estate from building lots to condo-hotels and as a result many of them are not relevant to Trump Ocean Resort Baja.
- Q: Who prepares the HUD Property Report?
- A: The developer of the real estate project being registered under the Act is responsible for preparing the HUD Property Report, however, the language and content must follow the requirements of the Act and the HUD regulations.
- Q: What is the relevance of the information and disclosures in the HUD Property Report?
- A: The disclosures found in the HUD Property Report highlight the current conditions of the project and the site location. Various pieces of information, including the condition of the roads, utilities, local services and recreational facilities, are meant to inform prospective purchasers about the current condition of the land and the surrounding location at the time of purchase. Along these lines, the HUD Property Report does not speak to the future condition of the property when the project is scheduled for completion. Needless to say, as set forth in the HUD Property Report, all roads, utilities, local services, recreational facilities and other conditions necessary for the success of the project will be instituted by the developer prior to completion.

c. A letter signed by Jason Grosfeld and Donald J. Trump, on **PB Impulsores** stationary, (also attached hereto as **Exhibit 52**) which read as follows:

PB Impulsores, S. de R.L. de C.V.

10880 Wilshire Blvd., Suite 2222

Los Angeles, CA 90024

Tel: 310.441.1172

August 24th, 2007

Dear Jamie Besaw,

Following the record breaking success of the Trump Ocean Resort's Lobby Tower in December 2006, we released a portion of the Spa Tower last month, and currently stand at over \$165 million in sales with more than 250 suites under contract. Demand remains very strong and the story that NBC Nightly News ran on Sunday August 5th about the "Building Boom In North Baja" featuring Trump Ocean Resort has had inquiries and interest overwhelm our on-site sales team.

Over the past six months Trump Ocean Resort has achieved numerous milestones. GUTSA, Mexico's largest and most experienced General Contractor, has been retained to build the resort. Infrastructure work has begun on site, which is the predicate for vertical construction to begin in the fall.

We are happy to report that Trump Ocean Resort has been successfully registered with the Department of Housing and Urban Development ("HUD"). Many developers in Mexico do not spend the time, energy or expense to register their projects with the U.S. federal government; however, we have elected to do so as part of our commitment to our home owners. For those of you unfamiliar with HUD, we have enclosed a frequently asked questions summary that should address many of your questions.

As a regulatory matter, HUD has requested that we update your original promise agreement to include a reference to the report produced as part of the registration process (the report is enclosed). Our team at Trump Ocean Resort will contact you shortly to assist you in facilitating this process.

We have also included a package that will assist you in selecting your color scheme for your Trump Ocean Resort home. Please take a look at the "Earth" and "Sea" color palates and fill out the sheet that acknowledges your choice,

As construction progresses over the coming months, we want you to be able to watch Trump Ocean Resort become a reality. To that end, we will soon be installing a web cam on the property that will allow you to watch construction progress and enjoy the famous Baja sunsets from your home computer. We will be in touch soon with the link to the site.

All the best,

Smithwyth.

Donald J. Trump

Jason Grosfeld

- d. A blank Second Tower 1 Sales Contract (which had omitted paragraph 16(e)(i)(ii)), and in those instances as indicated in the Matrix, a copy of the May 21, 2007 Property Report, (See Tower 1 HUD Property Report Matrix). At the time said packet was sent to Tower 1 purchasers, the "effective" Property Report required to be given at all purchasers was the June 25, 2007 Property Report, again, which Property Report was never provided to any of the Plaintiffs before signing a Second Tower 1 Sales Contract.
- e. The "Color Scheme Letter," which was included in order to complete the illusion that the Project was about to built. In this letter, the Tower 1 Plaintiffs were asked to choose the "color scheme" for their condominium, notwithstanding that virtually no construction activity had occurred at the site by that time, (and of course which never did occur). See attached hereto as **Exhibit 118** a true and correct copy of the "Color Scheme Letter."
- **f.** Finally, in addition to the foregoing, a video depicting Donald Trump and Ivanka Trump attached hereto as **Exhibit 52** which was prominently displayed at the preview center and on the trump-baja.com website, available by link sent in an e-mail and/or provided on a DVD.
- 543. 24 C.F.R. 1710.29 prohibits any representation that the Property Report is prepared or approved by the Secretary, OILSR or the Department of Housing and Urban Development. The foregoing packet of information is violative of this regulation in that it implies or otherwise states that HUD had requested that the **Developer Defendants** and Defendant **PB Impulsores** to update the buyers' original Promise Agreements, which was false in that:
 - i. No prior sales of Units within the Development had ever been disclosed to HUD, which agency was not even aware of any prior sales or prior executed promise agreements at all; and
 - ii. That the representations improperly implied that the Property Report was approved by HUD.

Thus, all Tower 1 Plaintiffs received information reaffirming and reiterating in 544. clear and concise language, in multiple forms of communications, that "Trump" and "Irongate" were the co-developers of the Project as each said Tower 1 Plaintiff was so informed prior to their initial purchase date. At no time did the **Developer Defendants**, **PB Impulsores** and **Developer Agent Defendants** ever point out or inform any Tower 1 Plaintiff that the previously appearing Paragraph 16(e)(1)(ii) contained in the **Initial Tower 1 Sales Contract** had been deleted from the Second Tower 1 Sales Contract.

In fact, the **Developer Defendants**, and defendant **PB Impulsores** and each of them, failed to comply with the actual terms and conditions of the existing Initial Tower 1 Sales Contract as specifically set forth in paragraph 16(e)(ii) by failing to provide any Tower 1 Plaintiff (who executed the **Initial Tower 1 Sales Contract**) with the right to "terminate *this*" purchase agreement." See paragraph 16(e)(ii) of the **Initial Tower 1 Sales Contract**. Due to the delayed construction activity, the unrest of Tower 1 Plaintiffs in the progress of the project coupled with the need for the Initial Tower 1 Sales Contract to be "HUD compliant" all as alleged hereinabove, the **Developer Defendants**, and defendant **PB Impulsores**, and each of them, could not offer any Tower 1 Plaintiff the option to terminate the Initial Tower 1 Sales **Contract** out of fear the vast majority of Tower 1 Plaintiffs would, in fact, terminate the **Initial Tower 1 Sales Contract.**

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546. Based upon, and as a result of the **Developer Defendants**' and defendant **PB Impulsores'** scheme relative to obtaining the signature of Tower 1 Plaintiffs on the **Second Tower 1 Sales Contracts**, the following Plaintiffs as described in the PURCHASE AGREEMENT MATRIX, either through an LPOA or otherwise, entered into a **Second Tower 1** Sales Contract.

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547. With respect to the **Second Tower 1 Sales Contract**, neither the **Developer Defendants** nor **Developer Agent Defendants** disclosed to the Tower 1 Plaintiffs, at any time,

that there were any substantive changes to the terms and/or conditions as between the **Initial** 1 Tower 1 Sales Contract and the Second Tower 1 Sales Contract. Neither the Developer 2 **Defendants** nor **Developer Agent Defendants**, at any time disclosed or highlighted any changes between the two versions of the agreements. **Developer Defendants** and **Developer Agent Defendants** obtained the execution by Plaintiffs on the **Second Tower 1 Sales Contract** based upon misleading and/or false and fraudulent information, all as alleged hereinabove, which 6 7 allegations are incorporated herein by this reference. 8 FIRST CAUSE OF ACTION 9 (Fraudulent Inducement to Enter Contract) 10 By All Plaintiffs As Against the TRUMP Defendants and the IRONGATE Defendants, 11 (collectively referred to as the "Developer Defendants"), the S&P Defendants, (collectively referred to as the "Developer Agent Defendants") 12 and DOES 1-50, 51-100, and 101-200, inclusive) 13 Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1 548. 14 through 547, inclusive, as if set forth herein at length. 15 16 549. The **Developer Defendants**, the **Developer Agent Defendants** and each of them, 17 with intent to defraud Plaintiffs, and each of them, and in an effort to induce Plaintiffs to enter 18 into the Initial Tower 1 Sales Contract and/or, Second Tower 1 Sales Contract or the Tower 19 2 Sales Contract Agreements for the purchase of the Units within the Project, as are identified 20 hereinabove, acted to deceive the Plaintiffs in the manner and by the misrepresentations and 21 statements which are identified and set forth hereinabove, and which are incorporated herein by 22 reference. Said representations included, but were not limited to the matters previously alleged 23 hereinabove, and included the representation that the Tower 1 of the Project would be complete 24 and operational by December, 2008. 25 26 550. These representations were false, and were made and/or authorized to be made by 27 the **Developer Defendants**, the **Developer Agent Defendants** and each of them, their 28

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principals, agents and/or employees, and/or were ratified and/or adopted by the **Developer Defendants**, the **Developer Agent Defendants** and each of them, and their respective principals, agents and/or employees, with the intent to deceive the Plaintiffs and with the purpose of inducing Plaintiffs to enter into the various Purchase Agreements as alleged herein, even though said Defendants knew the representations to be false. The **Developer Defendants**, the **Developer Agent Defendants** and each of them, have also now contradicted their previous representations regarding the TRUMP Defendants and IRONGATE Defendants, being the "developers" and "builders" of the Project, and now deny any such involvement in the Project in an effort to shield themselves from liability for the now failed Project.

551. Plaintiffs are informed and believe and thereon allege that when the **Developer Defendants**, the **Developer Agent Defendants** and each of them, said Defendants made the representations and/or engaged in the concealment of known facts and/or contradicted their previous representations to Plaintiffs, as alleged hereinabove, each knew the aforesaid representations to be false and wilfully failed to disclose the true facts and information to Plaintiffs, further engaged in the suppression of true information relative to the Project, as hereinabove alleged, with the intent to defraud and deceive Plaintiffs and to induce Plaintiffs to enter into and execute and/or authorize the execution of the above-referenced Purchase Agreements for the Units within the Project, and to then shield the **Developer Defendants**, the **Developer Agent Defendants** and each of them, from liability for any of their own acts and/or omissions relative to the failed Project.

552. At the time these representations were made and/or the true facts were concealed from the Plaintiffs, the TRUMP Defendants, the IRONGATE Defendants and the S&P Entity **Defendants**, and each of them, made the false statements and/or wilfully failed to disclose and/or engaged in the suppression of information as alleged hereinabove, Plaintiffs were ignorant of the falsity of the representations and Plaintiffs were unaware that they were being deceived, and Plaintiffs could not have discovered the true facts even upon a reasonable

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investigation. Rather Plaintiffs believed that the statements and representations being made by said Defendants were true and accurate. Plaintiffs were also ignorant of the existence of the true facts which were not disclosed and which were wilfully suppressed by the TRUMP Defendants, the IRONGATE Defendants and the S&P Entity Defendants. At all times relevant hereto, Plaintiffs were unaware the TRUMP Defendants, the IRONGATE Defendants, and the S&P Entity Defendants would each reverse course and, after the fact, declare, contrary to their previous representations upon which Plaintiffs relied, and upon which all Defendants relied in order to generate sales of the Units within the Project, that the TRUMP Defendants and the IRONGATE Defendants were not the "developers" or the "builders" of the Project, and rather that only PB Impulsores was the developer of the Project.

553. If Plaintiffs, and each of them, had been aware of the falsity of the representations of the TRUMP Defendants, the IRONGATE Defendants, and the S&P Entity Defendants, or had Plaintiffs known the TRUMP Defendants, the IRONGATE Defendants and the S&P Entity Defendants would disavow the true role of the TRUMP Defendants and the IRONGATE Defendants, (excepting therefrom the Defendants' position regarding PB Impulsores), as the "developers" of the Project, all of which representations were made to induce Plaintiffs to enter into the aforesaid Purchase Agreements, Plaintiffs, and each of them, would not have entered into any the Purchase Agreements for the Units within the Project and would not have paid monies for substantial deposits on the never-built Units.

554. Plaintiffs reasonably relied upon the representations of the TRUMP Defendants, Defendants, the IRONGATE Defendants, and S&P Defendants, and each of them, and believed same to be true and accurate based on the overwhelming body of information provided to Plaintiffs by the Defendants, the reputation and credibility of the TRUMP Defendants as "the preeminent real estate developer in the world," the references made by the TRUMP Defendants, the IRONGATE Defendants, and S&P Defendants to the successful partnership of ""Trump and Irongate" with respect to their development known as "Trump Waikiki," as

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well as the widespread dissemination of information by all the Defendants through marketing materials, internet websites, press releases and media coverage.

555. An examination of the materials provided to the Plaintiffs as well as the Property upon which the Project was to have been constructed, would not and did not reveal the facts suppressed by the TRUMP Defendants, the IRONGATE Defendants and S&P Defendants and specifically contradicts the position now being taken by said Defendants, and each of them, as to their role in the Project as "developers" and "builders" thereof. The TRUMP Defendants, the IRONGATE Defendants and S&P Defendants had taken measures to conceal or otherwise suppress the true facts prior to the Plaintiffs entering into the above-referenced Purchase Agreements. Had Plaintiffs known the true facts, Plaintiffs would never had entered into the Purchase Agreements with respect to the Units within the Project.

556. As a direct and proximate result of the acts and/or omissions of the **TRUMP Defendants**, the **IRONGATE Defendants** and the **S&P Entity Defendants**, Plaintiffs, and each of them, have sustained damages in the form of pecuniary loss, shame, embarrassment, and emotional upset, all of which has caused and continues to cause Plaintiffs, and each of them great mental, and nervous pain and suffering, all to the general damage of each of the Plaintiffs, as well as other general and special damages in an amount according to proof.

557. As a further direct and proximate result of the acts and/or omissions of the **TRUMP Defendants**, the **IRONGATE Defendants** and the **S&P Entity Defendants**, Plaintiffs have incurred costs and other general and special damages in an amount according to proof.

558. In doing the acts alleged herein, the TRUMP Defendants, the IRONGATE

Defendants and the S&P Entity Defendants, and DOES, and each of them, acted with oppression, fraud and malice. The TRUMP Defendants, the IRONGATE Defendants and the

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By All Plaintiffs As Against the TRUMP Defendants and the IRONGATE Defendants. (collectively referred to as the "Developer Defendants"), the S&P Defendants, (collectively referred to as the "Developer Agent Defendants") and DOES 1-50, 51-100, and 101-200, inclusive).

Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1 through 547, inclusive, as if set forth herein at length.

560. The **Developer Defendants**, the **Developer Agent Defendants** and each of them, with intent to induce Plaintiffs, and each of them, to enter into the **Initial Tower 1 Sales** Contract and/or, Second Tower 1 Sales Contract or the Tower 2 Sales Contract Agreements for the purchase of the Units within the Project, as are identified hereinabove, negligently and/or without a reasonable basis therefor, made the misrepresentations and statements which are identified and set forth hereinabove, and which are incorporated herein by reference. Said

561. These representations were false, and were made and/or authorized to be made by the **Developer Defendants**, the **Developer Agent Defendants** and each of them, their principals, agents and/or employees, and/or were ratified and/or adopted by the **Developer Defendants**, the **Developer Agent Defendants** and each of them, and their respective principals, agents and/or employees, and with the purpose of inducing Plaintiffs to enter into the various Purchase Agreements as alleged herein, even though said Defendants had no reasonable basis to believe that the representations made to Plaintiffs were true, and/or should have known the representations to be false. The **Developer Defendants**, the **Developer Agent Defendants** and each of them, have also now contradicted their previous representations regarding the TRUMP Defendants and IRONGATE Defendants, being the "developers" and "builders" of the Project, and now deny any such involvement in the Project in an effort to shield themselves from liability for the now failed Project.

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562. Plaintiffs are informed and believe and thereon allege that when the **Developer Defendants**, the **Developer Agent Defendants** and each of them, said Defendants made the representations and/or contradicted their previous representations to Plaintiffs, as alleged hereinabove, they should have known the aforesaid representations to be false and failed to conduct a reasonable investigation in order to ascertain the true facts and information, with the intent to induce Plaintiffs to enter into and execute and/or authorize the execution of the abovereferenced Purchase Agreements for the Units within the Project.

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563. At the time these representations were made, the true facts were not known to Plaintiffs, and that the TRUMP Defendants, the IRONGATE Defendants and the S&P Entity Defendants had no reasonable basis upon which said representations were made to Plaintiffs,

and the true facts could not have been ascertained by Plaintiffs, even upon a reasonable investigation. At all times, Plaintiffs reasonably believed that the statements and representations being made by said Defendants were true and accurate. Plaintiffs were also ignorant of the existence of the true facts which were not disclosed by the TRUMP Defendants, the IRONGATE Defendants and the S&P Entity Defendants. At all times relevant hereto, Plaintiffs were unaware the TRUMP Defendants, the IRONGATE Defendants, and the S&P Entity Defendants would each reverse course and, after the fact, declare, contrary to their previous representations upon which Plaintiffs relied, and upon which all Defendants relied in order to generate sales of the Units within the Project, that the TRUMP Defendants and the IRONGATE Defendants were not the "developers" or the "builders" of the Project, and rather that only PB Impulsores was the developer of the Project.

564. If Plaintiffs, and each of them, had been aware of the falsity of the representations of the TRUMP Defendants, the IRONGATE Defendants, and the S&P Entity Defendants, or had Plaintiffs known the TRUMP Defendants, the IRONGATE Defendants and the S&P Entity Defendants would disavow the true role of the TRUMP Defendants and the IRONGATE Defendants, (excepting therefrom the Defendants' position regarding PB Impulsores), as the "developers" of the Project, all of which representations were made to induce Plaintiffs to enter into the aforesaid Purchase Agreements, Plaintiffs, and each of them, would not have entered into any the Purchase Agreements for the Units within the Project and would not have paid monies for substantial deposits on the never-built Units.

565. Plaintiffs reasonably relied upon the representations of the **TRUMP Defendants**, **Defendants**, the **IRONGATE Defendants**, and **S&P Defendants**, and each of them, and believed same to be true and accurate based on the overwhelming body of information provided to Plaintiffs by the Defendants, the reputation and credibility of the **TRUMP Defendants** as "the preeminent real estate developer in the world," the references made by the **TRUMP Defendants**, the **IRONGATE Defendants**, and **S&P Defendants** to the successful partnership

fabricated what would appear to be construction activity at the site to make it appear significant strides were being made at the site;

- d. The existence of an imminent phantom financing loan from an unidentified lender which would allow the **Developer Defendants** to proceed with and complete construction;
- e. That construction financing had been secured and that banks were lining up to fund the Project because of the involvement of the **TRUMP Defendants** as a codeveloper;
- f. That the **TRUMP Defendants** were a significant equity investor in the Project and involved on a daily basis in every facet of the resort "down to the doorknobs."

 That even without any construction loan, the **TRUMP Defendants** would finance the Project;
- g. That all permits had been properly obtained in order to proceed with the necessary construction of the Project;
- h. That the Plaintiffs funds were "protected" because all of the deposit monies were in "escrow" and that Plaintiffs should not be concerned about the failure to complete construction and the delays relating to same; and
- i. That Plaintiffs' funds would be monitored by an independent third party

 (California Fund Control, Inc. or similar entity) and reports would be issued to
 buyers showing how their funds were being utilized by said third party.

- 571. Defendants, and each of them willfully deceived Plaintiffs, and each of them, with intent to induce the Plaintiffs' to alter their position, which Plaintiffs did so alter subsequent to the time that Plaintiffs entered into the Purchase Agreements, as alleged hereinabove, by convincing Plaintiffs to:
 - a. Deposit additional sums of money and continue depositing substantial monies while knowing the project was doomed;
 - b. To forbear and/or refrain from seeking to cancel the contracts and/or purchases; and/or
 - c. To forbear from pursuing remedies which may have been available to Plaintiffs; and/or
 - d. To forbear and/or refrain from making any attempt to obtain the return of their funds before being fully depleted by the **Developer Defendants**.
- 572. Defendants, and each of them made representations of fact to Plaintiffs, and each of them, as alleged hereinabove, which at the time said representations were made Defendants knew the same were not true, or had no reasonable ground or bases for believing same to be true.
- 573. Defendants, and each of them, as alleged hereinabove, knowingly suppressed the true facts from Plaintiffs, and each of them, in an effort to mislead and/or conceal material and critical information in order to continue to receive additional deposits from Plaintiffs and use same to benefit themselves and to the detriment of Plaintiffs.

- 574. The multiple accounts and representations from the Defendants, and each of them, as alleged hereinabove regarding construction progress and construction financing were false and nothing but a ruse. The true facts were:
 - a. That the **Developer Defendants** purported to start construction without having financing, but contrary to the representations made to Plaintiffs relative to the construction, little construction-related progress was ever made at the site;
 - b. That the **Developer Defendants** massively mismanaged the Plaintiffs' funds, used the funds for improper purposes, redirected funds for their own use, and favored themselves to the prejudice of Plaintiffs in taking money out of escrow and for the benefit of other affairs and/or for their own benefit;
 - c. That the **Developer Defendants** never reported or accounted for the use of the funds until after Plaintiffs' funds were exhausted;
 - d. That the **Developer Defendants** did not use the funds in a prudent manner designed to commence, and actually complete construction, as represented to Plaintiffs;
 - e. That the **Developer Defendants** misrepresented and concealed facts which would have revealed that the Project was in jeopardy long before the **Developer Defendants** totally depleted all of Plaintiffs' funds; and
 - f. That the **Developer Defendants** did not engage in any significant activities toward "vertical construction" of the Project.

575. In fact, even as late as October and November of 2008, when the Project had been sitting completely dormant, and when the **Developer Defendants** did not have any intention to continue with the construction of the Project, the **Developer Defendants** continued to withdraw monies from Plaintiffs' deposits, without justification, until there were none of Plaintiffs' deposited funds remaining. Defendants never advised Plaintiffs at any time before all deposit monies had been completely drained from escrow as to the true status and prospects for completion of the Project.

576. On November 4, 2008, **Developer Defendants** further perpetuating their scheme to deceive the Plaintiffs by stating in a letter sent to the buyers, including the Plaintiffs, that **Developer Defendants** had completed the design and engineering for Tower I and Tower II, obtained the entitlements necessary to construct Tower I and Tower II, and negotiated a guaranteed maximum price contract for the construction of Tower I. Defendants specifically represented that they remained "fully committed to the completion of this project." A copy of this November 4, 2008 letter is attached hereto as **Exhibit 119.**

577. Defendants, and each of them, failed to disclose to Plaintiffs that behind the scenes **Developer Defendants** were already planning an exit strategy designed to allow the **Developer Defendants** to continue to completely drain the remaining funds from escrow, and designed to merely protect themselves from suffering financial losses, all at the expense of and detriment to the unsuspecting Plaintiffs.

578. Plaintiffs are informed and believe and thereon allege, that as far back as October of the calendar year 2007, Defendants, and each of them, became aware, knew, should have known, and/or had otherwise decided that the Project was not viable and/or that the Project would not be completed, yet failed to advise any of the Plaintiffs of any of the difficulties that they were encountering with the Project, and yet still continued to collect Plaintiffs' deposits. In fact, on February 27, 2008 defendant **FISHER**, in a letter directed to defendant **GROSFELD**, it

was known the anticipated financing deal involving DE Shaw had evaporated and was no longer an option. See attached hereto as **Exhibit 83** said letter dated February 27, 2008.

579. Despite such facts and knowledge on the part of the Defendants, and each of them, Defendants continued to implement a scheme of deception designed to misrepresent the true status of the construction financing, the progress of construction and of the progress made toward completion of the Project to the Plaintiffs herein. At all times, the Defendants concealed the true intentions of the **Developer Defendants** to eventually abandon the Project while achieving their goal of exhausting all of Plaintiffs' monies remaining in "escrow."

580. **Developer Defendants** while knowing that the Project was not going to proceed to completion, brazenly continued to draw monies from the Plaintiffs' deposit funds, depleting those funds completely. These funds were then used by the **Developer Defendants** not for the furtherance of the construction of the Project, but rather for serving **Developer Defendants**' own financial and credit interests.

581. Also during such time as Defendants knew that the Project would not proceed to completion, Defendants continued to represent, and did so on numerous occasions, as alleged hereinabove, that **Developer Defendants** were, in fact, proceeding with the construction of the Project, all in order to allow **Developer Defendants** to delay the Plaintiffs' efforts to request and/or obtain refunds of their deposits, which deposits were no longer being used for any legitimate purposes related to the development of the Project, as called for in the Purchase Agreements.

582. Plaintiffs are informed and believe and thereon allege that when Defendants made the misrepresentations as alleged hereinabove, and/or engaged in the concealment of known facts as alleged hereinabove, each knew said representations to be false and these representations, as well as the wilful failure to disclose said information and the wilful

suppression of information, as hereinabove alleged, and/or the making of knowingly false statements in an effort to shield themselves from liability, were done by Defendants, and each of them, with the intent to defraud and deceive Plaintiffs and to induce said Plaintiffs to delay and/or refrain from the exercise of any rights and/or remedies which may have been available to them, including the cancellation of their Purchase Agreements for the purchase of the luxury condominium Units in the Project. Said acts were engaged in by Defendants in order to facilitate the Defendants' goal to escape liability arising out of the failed Project.

583. At the time these misrepresentations and accompanying wilful failure to disclose and suppression of information alleged hereinabove were made, Plaintiffs were ignorant of the falsity of Defendants' representations, and believed same to be true and accurate. Plaintiffs were also ignorant of the existence of the true facts not disclosed and wilfully suppressed by said Defendants. If Plaintiffs had been aware of the falsity of such representations and the existence of the facts not disclosed by said Defendants, and each of them, Plaintiffs would have sought to pursue their remedies and to have their funds refunded to them from escrow accounts before Defendants had the opportunity to take all of the monies out of said accounts for the improper purposes alleged hereinabove.

584. Plaintiffs reasonably relied upon the representations of Defendants, and each of them, and believed same to be true and accurate. In actuality, Defendants were aware and/or should have been aware that **Developer Defendants** had no intention of proceeding with the development and construction of the Project, and the misrepresentation and concealment was carried out by Defendants in an effort to disguise and/or conceal the true facts from Plaintiffs with the intent to defraud and deceive Plaintiffs and to induce said Plaintiffs to keep paying money into the project and foreclose said Plaintiffs from enforcing their rights.

585. As a direct and proximate result of the acts and/or omissions of the **TRUMP Defendants**, the **IRONGATE Defendants** and the **S&P Entity Defendants**, Plaintiffs, and

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each of them, have sustained damages in the form of pecuniary loss, shame, embarrassment, and emotional upset, all of which has caused and continues to cause Plaintiffs, and each of them great mental, and nervous pain and suffering, all to the general damage of each of the Plaintiffs, as well as other general and special damages in an amount according to proof.

586. As a further direct and proximate result of the acts and/or omissions of the TRUMP Defendants, the IRONGATE Defendants and the S&P Entity Defendants, Plaintiffs have incurred costs and other general and special damages in an amount according to proof.

In doing the acts alleged herein, the TRUMP Defendants, the IRONGATE **Defendants** and the **S&P Entity Defendants**, and DOES, and each of them, acted with oppression, fraud and malice. The TRUMP Defendants, the IRONGATE Defendants and the **S&P Entity Defendants** were aware of the true facts concerning the interests of the principal parties and/or the falsity of their claims of "non-involvement" as a "developer," and the true role and participation of the TRUMP Defendants and the IRONGATE Defendants as well as their respective roles in the Project, and all other matters relative to and effecting the value and viability of the Project. At all times relevant herein, the **TRUMP Defendants**, the **IRONGATE Defendants** and **S&P Defendants** failed to disclose and concealed the true facts to the Plaintiffs. In both concealing and/or failing to disclose the true facts as known to the TRUMP Defendants, the IRONGATE Defendants, and the S&P Entity Defendants, said defendants acted with oppression, fraud, and malice under and pursuant to California Civil Code §3294, all in conscious disregard for the rights of Plaintiffs, and each of them. Thus, Plaintiffs are entitled to an award of exemplary damages in an amount sufficient to punish and set an example of the TRUMP Defendants, the IRONGATE Defendants and S&P Defendants, and each of them, in addition to general and special damages, according to proof.

FOURTH CAUSE OF ACTION

(For Unfair Business Practices Under
Business and Professions Code, §§17200, et seq.)
By All Plaintiffs As Against
the TRUMP Defendants and the IRONGATE Defendants,
(collectively referred to as the "Developer Defendants"),
the S&P Defendants, (collectively referred to as the "Developer Agent Defendants"),
PB Impulsores, and DOES 1-50, 51-100, and 101-200, inclusive)

588. Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1 through 547, 549 through 557, 560 through 568, and 570 through 586, inclusive, as if set forth herein at length.

589. California Business and Professions Code, §§17200, et seq. prohibits persons from engaging in "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising," and was designed to protect competitors and consumers from illegal, fraudulent, and "unfair" business practices.

590. The Defendants named in this cause of action, and each of them, have engaged in fraudulent, deceptive, unfair, and other wrongful conduct, all as alleged hereinabove, which allegations are incorporated herein by reference as if set forth at length. Further, in committing the acts of unfair business practices, Defendants, and each of them named in this cause of action engaged in violations of the Interstate Land Sales Full Disclosure Act, as is further outlined within this Complaint, and which allegations are incorporated herein by this reference.

591. The challenged conduct was "unfair" and fraudulent in that it deceived the Plaintiffs herein, and each of them, as each of the Plaintiffs were provided with and relied upon the false information in the context of the marketing and sale of the Units to the Plaintiffs, and that the Defendants named in this cause of action, and each of them, disseminated, communicated, and transmitted to the Plaintiffs such false information, which allegations are

incorporated herein by reference, and each Plaintiff relied upon the marketing and advertising as described hereinabove.

592. Plaintiffs, and each of them, entered into the afore-described Purchase Agreements for the Units within the Project all in direct reliance upon the false advertising and misrepresentations made by and/or on behalf of the Defendants as hereinabove alleged.

593. Each of the Plaintiffs has personally suffered actual and substantial injury as a result of the aforesaid reliance on such misrepresentations in that each of the Plaintiffs paid substantial sums of monies in payments toward the purchase of the Units, which Units were never built and never delivered to Plaintiffs, and as a result, each of the Plaintiffs have suffered personal loss as a result of said conduct on the part of the Defendants, and each of those named in this cause of action.

substantial sums of monies as a direct result of said Defendants' inducing the Plaintiffs, and each of them, to enter into Purchase Agreements for Units at the Project, including the **TRUMP Defendants**, which received payments, the **S&P Defendants**, who received substantial monetary payments in fees and commissions on sales for Units within the Project, and the **IRONGATE Defendants** which received payment of sums for purported management and other fees associated with the Project, all of which sums being derived from Plaintiffs' deposits, and all of which are subject to proof at time of trial.

595. By reason of the Defendants' fraudulent, deceptive, unfair, and other wrongful conduct as herein alleged and incorporated herein, said Defendants have violated California Business and Professions Code, §§17200, et seq., by consummating an unlawful, unfair, and fraudulent business practice, designed to deprive Plaintiffs of substantial sums of money.

By reason of the foregoing, Plaintiffs, and each of them, have suffered and 596. continue to suffer damages in a sum according to proof, but at a minimum in the amounts Plaintiffs have paid for deposits on the Units all as set forth hereinabove, and Plaintiffs ask that this Court make an Order that the Defendants return all of Plaintiffs' deposits which were thus wrongfully obtained.

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597. California Business and Professions Code, §17203 provides that this Court may enjoin the acts of unfair competition, as described by and within the Act, and that this Court may make such orders or judgments, including, the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Pursuant to that grant of power, Plaintiffs ask this Court to grant such Orders and Judgment which would restore Plaintiffs' property which the Defendants obtained by

FIFTH CAUSE OF ACTION

(Violation of the Interstate Land Full Disclosure Act, 15 U.S.C. §1702(a) 15 U.S.C. §1703(a)(1); 15 U.S.C. §§1704-1707; and 24 C.F.R. 1710.22; 24 C.F.R. 1710.4. Failure to Comply with Registration and Disclosure Requirements as to Initial Tower 1 Sales Contract By All Tower 1 Plaintiffs As Against the TRUMP Defendants and the IRONGATE Defendants. (collectively referred to as the "Developer Defendants"), the S&P Defendants, (collectively referred to as the "Developer Agent Defendants"), **PB Impulsores**, and DOES 1-50, 51-100, and 101-200, inclusive)

598. Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1 through 547, 549 through 557, and 570 through 586, inclusive, as if set forth herein at length.

Act.

599. Under and pursuant to the definitions and interpretation of ILSA or the "Act", the **Developer Defendants**, and defendant **PB Impulsores** are each to be deemed "developers" which is defined in 15 U.S.C. Section 1701(5)of the Act as "any person who, directly or indirectly, sells or leases, or offers to sell or lease, or advertises for sale or lease any lots in a subdivision."

600. Under and pursuant to the definitions and interpretation of the Act, the **S&P Defendants**, and DOES 101 through 200, are Developer "Agents" for the **Developer**

Defendants. For purposes of ILSA, "Agent" is defined by 15 U.S.C. Section 1701(6) of the Act

as "any person who represents, or acts for or on behalf of, a developer in selling or leasing, or

offering to sell or lease, any lot or lots in a subdivision." As such, the S&P Defendants,

collectively, shall sometimes hereinafter be referred to as, the "Developer Agent Defendants."

Said Developer Agent Defendants represented or acted for or on behalf of the **Developer**

Defendants, and Defendant, PB Impulsores, and each of them, in selling, leasing or offering to

sell or lease the condominiums in the Project.

601. Further, in the event that either or both of the **TRUMP Defendants** and the **IRONGATE Defendants** are not deemed Developers under 15 U.S.C. Section 1701(5) of the Act, Plaintiffs allege, in the alternative, that under and pursuant to the definitions and interpretation of the Act, the **TRUMP Defendants**, and the **IRONGATE Defendants** and DOES 1 through 100, inclusive, also acted as "Agents" for and on behalf of whomever is found to be the Developer(s) of the Project, as "Agent" as defined in 15 U.S.C. Section 1701(6) of the

602. The sale of the condominiums by the **Developer Defendants**, **Developer Agent Defendants** and **PB Impulsores** to Tower 1 Plaintiffs who entered into the **Initial Tower 1 Sales Contract**, as more particularly alleged hereinabove, was a prohibited sale as defined in 15

U.S.C. §1702(a), and 15 U.S.C. §1703(a)(1). The **Developer Defendants**, **Developer Agent**

28 [Property report]; 24 C.F.R. 1/10.22; 24 C.I

Defendants and defendant **PB Impulsores** were each required to comply with the registration and disclosure requirements of 15 U.S.C. §1703(a)(1)(B), and (D) before selling any condominium to any Tower 1 Plaintiff, unless the sales fell within a valid exemption under 1702(a) and 24 C.F.R. 1710.4, et seq. The **Developer Defendants**, **Developer Agent Defendants** and defendant **PB Impulsores** engaged in sales without properly qualifying for a proper exemption under the statutes and regulations.

Defendants, Developer Agent Defendants and defendant PB Impulsores with the purpose and intent of evading the Act and the registration requirements of same in violation of 15 U.S.C. 1702(a) and 24 C.F.R. 1710.4(a). At the time the Initial Tower 1 Sales Contract was entered into between Tower 1 Plaintiffs and the Developer Defendants, said Developer Defendants, Developer Agent Defendants and defendant PB Impuslores provided in all Tower 1 Sales Contracts in the event the transaction did not close in two (2) years from the date of each such contract, the Purchaser of the Tower 1 Unit would have the right to terminate the agreement and receive a return of all monies. At the time of making such representations, the Developer Defendants, Developer Agent Defendants and defendant PB Impulsores knew the transaction could not be completed within the 2 year time period. In addition, the Initial Tower 1 Sales Contract, by its terms and conditions, failed to unequivocally obligate the Developer to build and close the transaction as prescribed by the Act.

Defendants, Developer Agent Defendants, and defendant PB Impuslores were each required to comply with the Act, including 15 U.S.C. 1702 and 24 C.F.R. 1710.4 et seq., [Requirements for exemptions]; 15 U.S.C. 1703(a) [Requirements respecting sale or lease of lots]; 15 U.S.C. 1704 [Registration of subdivision]; 15 U.S.C. 1705 [Information required in statement of record]; 15 U.S.C. 1706 [Effective date of statements of record and amendments thereto]; 15 U.S.C. 1707 [Property report]; 24 C.F.R. 1710.22; 24 C.F.R. 1710.4. Due to their failure to comply with the

1	Act and the Regulations, the Developer Defendants, Developer Agent Defendants, and
2	defendant PB Impulsores , and each of them, violated the aforesaid provisions of the Act and the
3	Regulations by evading the requirements of the Act and failing to register the Project in relation
4	to those Tower 1 Plaintiffs purchasing under the Initial Tower 1 Sales Contracts.
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6	605. All Tower 1 Plaintiffs demand damages against the Developer Defendants ,
7	defendant PB Impulsores, and Developer Agent Defendants, and each of them, including but
8	not limited to the return of the principal amount of any payments made to the Developer
9	Defendants, defendant PB Impulsores and Developer Agent Defendants, interest, court costs,
10	and reasonable amounts for attorneys' fees, independent appraisers' fees, and travel to and from
11	the lot all pursuant to 15 U.S.C. Section 1709(c) of the Act.
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13	SIXTH CAUSE OF ACTION
14	(Violation of the Interstate Land Full Disclosure Act,
15	15 U.S.C. 1703(a)(2)(A); 15 U.S.C. 1703(a)(2)(B); 15 U.S.C. 1703(a)(2)(c)) (The Second Tower 1 Contract and HUD Scheme) By All Tower 1 Plaintiffs Excepting therefrom Plaintiffs,
16	ESHRAGHI, C. NGUYEN, and L. NGUYEN (the " Designated Tower 1 Plaintiffs " for this Cause of Action)
17	As Against the TRUMP Defendants and the IRONGATE Defendants , (collectively referred to as the " Developer Defendants "),
18	the S&P Defendants , (collectively referred to as the " Developer Agent Defendants "), PB Impulsores , and DOES 1-50, 51-100, and 101-200, inclusive)
19	FB Impulsores , and DOES 1-30, 31-100, and 101-200, inclusive)
20	606. Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1
21	through 547, 549 through 557, and 570 through 586, inclusive, as if set forth herein at length.
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23	607. The Developer Defendants , the Developer Agent Defendants , and defendant PB
24	Impulsores each engaged in activities prohibited by 15 U.S.C. 1703(a)(2)(A), 15 U.S.C.
25	§1703(a)(2)(B), 15 U.S.C. §1703(a)(2)(c). As more particularly alleged hereinabove beginning
26	at "The Second Tower 1 Contract and HUD Scheme," the Developer Defendants , Developer
27	Agent Defendants, and defendant PB Impulsores, each engaged in prohibited acts as set forth
28	in the Act referenced hereinabove, which includes:
	591 FOURTH AMENDED COMPLAINT

are made and within the context of the overall offer and sale or lease. "Unlawful Sales Practices" and the statutory prohibitions governing "developers" is set forth at 24 C.F.R. §1715.15 whereat said statutory prohibitions against fraudulent or misleading sales practices are all set forth at 15 U.S.C. 1703(a). The conduct, acts and/or omissions engaged in by the

constituted unlawful sales practices under 24 C.F.R. §1715.15, and as prohibited by 15 U.S.C. 1703(a), as is set forth both within this Cause of Action, and as more particularly alleged

hereinabove, and as is incorporated by reference.

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Pursuant to 24 C.F.R. §1710.22(a), except in the case of exempt transactions under the Act, an initial Statement of Record shall be filed and an effective date issued prior to selling or leasing any lot in a subdivision. Pursuant to 24 C.F.R. §1710.22(b), if the developer intends to sell additional lots as part of the same common promotional plan with lots already registered, a consolidated Statement of Record must be filed. Thereafter, pursuant to 24 C.F.R. §1710.22(d) the resulting Property Report shall be used for all sales in the subdivision. The **Designated** Tower 1 Plaintiffs are informed and believe that with respect to them, the Developer **Defendants**, the **Developer Agent Defendants**, and defendant **PB Impulsores** failed to comply with the provisions of 24 C.F.R. §1710.22(d) by using an ineffective Property Report for sales in the subdivision occurring on or after June 25, 2007 (all Second Tower 1 Sales Contracts) and as more particularly alleged hereinabove.

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618. Pursuant to 24 C.F.R. §1710.29, the Property Report must not contain any untrue statement of a material fact or omitting to state a material fact required to be stated therein. Plaintiffs are informed and believe that the **Developer Defendants**, **Developer Agent Defendants** and defendant **PB Impulsores** failed to comply with the provisions of 24 C.F.R. §1710.29(a) and as more particularly alleged hereinabove.

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- 619. Pursuant to 24 C.F.R. §1710.29 nothing in the Act and the Regulations shall be construed to authorize or approve the use of the property report containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein. Plaintiffs are informed and believe that the **Developer Defendants**, **Developer Agent Defendants** and defendant **PB Impulsores** violated 24 C.F.R. §1710.29 in that they used a Property Report which contained untrue statements of material fact and/or omitted to state material facts required to be stated therein and as more particularly alleged hereinabove.
- 620. Pursuant to 24 C.F.R. §1710.208(c)(4) the reporting requirements of the Act and the Statement of Record requires the developers to state whether the developer, its parent, subsidiaries or any of the principals, officers or directors of any of them are directly or indirectly involved in any other subdivision containing 100 or more lots. The developer is required to state whether the owner of the land, the developer, its parent, subsidiaries or any of the principals, officers or directors of any of them are directly or indirectly involved in any other subdivision containing 100 or more lots. Plaintiffs are informed and believe that the **Developer Defendants**, **Developer Agent Defendants** and defendant **PB Impulsores** failed to comply with the provisions of 24 C.F.R. §1710.208(c)(4) and as more particularly alleged hereinabove.
- 621. Pursuant to 24 C.F.R., § 1710.209(f)(3)(i) **Developer Defendants** and defendant **PB Impulsores** were required to submit to HUD the form of the contract which was to be used for the sale of Units. Plaintiffs are informed and believe that after receiving HUD registration status, the **Developer Defendants** and defendant **PB Impulsores** violated 24 C.F.R., § 1710.209(f)(3)(i) in that they changed the **HUD Tower 1 Form Agreement** before submitting same to Tower 1 Plaintiffs as alleged hereinabove and incorporated herein by reference.
- 622. Pursuant to 24 C.F.R. §1710.212(c) as part of the **Statement of Record**, the **Developer Defendants**, and defendant **PB Impulsores**, and each of them, were required to submit to HUD a "copy of the Developer's financial statement for the last fiscal year," and were

Defendants and defendant PB Impulsores violated 24 C.F.R. §1710.102(d) and (m) in that they

Plaintiffs are informed and believe that the **Developer Defendants**, **Developer Agent**

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failed to deliver to Plaintiffs the effective Property Report at any time, in any fashion and as more particularly alleged hereinabove.

625. Pursuant to 24 C.F.R. §1710.117(b) the senior executive officer or duly authorized agent shall sign the Property Report. Plaintiffs are informed and believe that the **Developer Defendants**, **Developer Agent Defendants** and defendant **PB Impulsores** violated 24 C.F.R. §1710.117(b) in that the Property Report relating to the Project provided to any of the **Designated Tower 1 Plaintiffs** was not properly signed in accordance with said Regulations and as more particularly alleged hereinabove.

626. Pursuant to 24 C.F.R. §1710.118(c), if the transaction takes place through the mails, the cost figures shall be entered and the person most active in dealing with the prospective purchaser shall sign the certification prior to mailing the Property Report to the purchaser. Otherwise, the certification shall be executed in the presence of the purchaser. Plaintiffs are informed and believe that the **Developer Defendants**, **Developer Agent Defendants**, and defendant **PB Impulsores** violated 24 C.F.R. §1710.118(c) in relation to the **Designated Tower 1 Plaintiffs** and as more particularly alleged hereinabove.

627. Pursuant to 24 C.F.R. §1715.20(d), in selling, leasing or offering to sell or lease any lot in a subdivision it is an unlawful sales practice for any developer or agent, directly or indirectly, to use any misleading practice, device or representation which would deny a purchaser any cancellation or refund rights or privileges granted the purchaser by the terms of a contract or any other document used by the developer as a sales inducement. As more particularly alleged hereinabove and incorporated herein by reference, the **Developer Defendants**, **Developer Agent Defendants**, and defendant **PB Impusiores** implemented such misleading practice, device and made representations, all in violation of the foregoing prohibitions and as more particularly alleged hereinabove.

- Defendants, and defendant PB Impuslores engaged in "Misleading Sales Practices" by virtue of said defendants' affirmative representations contained in the promotional statements and materials, and the reasonable inferences to be drawn therefrom. The Developer Defendants, Developer Agent Defendants, and defendant PB Impuslores, failed to affirmatively state in promotional material, and failed to institute proper and acceptable and adequate safeguards to reasonably guarantee the non-occurrence of the misleading sales practices as more particularly alleged hereinabove.
- 629. As more particularly alleged hereinabove, the **Developer Defendants**, defendant **PB Impulsores**, and **the Developer Agent Defendants**, and each of them, violated each of the foregoing cited provisions of the Act and Regulations as set forth hereinabove in this Cause of Action, with resulting harm to the **Designated Tower 1 Plaintiffs** and as more particularly alleged hereinabove.
- Impulsores, each engaged in activities prohibited by 15 U.S.C. §1703(a)(1)(B), 15 U.S.C. §1703(a)(1)(c), and §1703(a)(1)(D), in that the **Developer Defendants**, **Developer Agent**Defendants, and defendant PB Impulsores engaged in the enunciated prohibited activities, which include the use of sales practices and the use of advertising and/or promotional materials which were misleading; by utilizing and providing ineffective Property Reports, by filing Statement of Record(s) containing untrue statements of material fact and/or omitting statements of material fact, and by engaging in unfair sales practices, all in violation of the Act and the Regulations thereunder as more particularly alleged hereinabove.
- 631. The **Developer Defendants**, **Developer Agent Defendants**, and defendant **PB Impulsores** each utilized interstate commerce and the mails for the purpose of using the registration requirements of HUD as an artifice and device to obtain money from the **Designated**

- 635. The Project known as the Trump Ocean Resort Baja is a "subdivision" and was part of a "common promotional plan" as same is defined in the Federal Interstate Land Sales Full Disclosure Act (previously identified and referred to "ILSA" or the "Act"), 15 U.S.C. Section 1701, Section 1701(3) and (4). Defendants engaged in prohibited activities and/or violations of the Act as set forth hereinbelow. Pursuant to 15 U.S.C. 15 U.S.C. 1703(a)(1) "prohibited activities" include:
 - (A) to sell or lease any lot unless a statement of record with respect to such lot is in effect in accordance with section 1706 of this title;
 - (B) to sell or lease any lot unless a printed property report, meeting the requirements of section 1707 of this title, has been furnished to the purchaser or lessee in advance of the signing of any contract or agreement by such purchaser or lessee;
 - (C) to sell or lease any lot where any part of the statement of record or the property report contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein pursuant to sections 1704 through 1707 of this title or any regulations thereunder; or
 - (D) to display or deliver to prospective purchasers or lessees advertising and promotional material which is inconsistent with information required to be disclosed in the property report.

All **Tower 2 Plaintiffs** are informed and believe the **Developer Defendants**, **the Developer Agent Defendants**, and defendant **PB Impulsores** engaged in each of the aforementioned prohibited activities as more particularly alleged hereinabove.

636. Further, pursuant to 24 C.F.R. §1715.10, the term "Sales practices" is defined as any conduct or advertising by a developer or its agents to induce a person to buy or lease a lot. This subpart describes certain unlawful sales practices and provides standards to illustrate what other sales practices are considered misleading in light of certain circumstances in which they are made and within the context of the overall offer and sale or lease. "Unlawful Sales Practices" and the statutory prohibitions governing "developers" is set forth at 24 C.F.R. §1715.15 whereat said statutory prohibitions against fraudulent or misleading sales practices are all set forth at 15 U.S.C. 1703(a). The conduct, acts and/or omissions engaged in by the **Developer Defendants**, the **Developer Agent Defendants**, and defendant **PB Impulsores** constituted unlawful sales practices under 24 C.F.R. §1715.15, and as prohibited by 15 U.S.C. 1703(a), as is set forth both within this Cause of Action, as more particularly alleged hereinabove.

637. Pursuant to 24 C.F.R. §1710.22(a) and 24 C.F.R. §1710.22(d) except in the case of exempt transactions under the Act, a consolidated Statement of Record shall be filed and an

effective date issued prior to selling or leasing any lot in a subdivision. Pursuant to 24 C.F.R.

§1710.22(b), if the developer intends to sell additional lots as part of the same common

promotional plan with lots already registered, a consolidated Statement of Record must be filed.

Thereafter, pursuant to 24 C.F.R. §1710.22(d) the resulting Property Report shall be used for all

sales in the subdivision. All Tower 2 Plaintiffs are informed and believe Developer

Defendants, the Developer Agent Defendants, and defendant PB Impulsores failed to comply

with the provisions of 24 C.F.R. §1710.22(d) by using an ineffective Property Report for sales in

the subdivision occurring on or after June 25, 2007 (all Second Tower 1 Sales Contracts and

all Tower 2 Sales Contracts).

638. Pursuant to 24 C.F.R. §1710.29, the Property Report must not contain any untrue statement of a material fact or omitting to state a material fact required to be stated therein. Plaintiffs are informed and believe the **Developer Defendants**, the **Developer Agent**

Defendants, and defendant **PB Impulsores** failed to comply with the provisions of 24 C.F.R. §1710.29(a) as more particularly alleged hereinabove.

Pursuant to 24 C.F.R. §1710.29 nothing in the Act and the Regulations shall be construed to authorize or approve the use of the property report containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein. Plaintiffs are informed and believe the Developer Defendants, the Developer Agent Defendants, and defendant **PB Impulsores** violated 24 C.F.R. §1710.29 in that they used a Property Report which contained untrue statements of material fact and/or omitted to state material facts required to be stated therein as more particularly alleged hereinabove.

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640. Pursuant to 24 C.F.R. §1710.208(c)(4) the reporting requirements of the Act and the Statement of Record requires the developers to state whether the developer, its parent, subsidiaries or any of the principals, officers or directors of any of them are directly or indirectly involved in any other subdivision containing 100 or more lots. The developer is required to state whether the owner of the land, the developer, its parent, subsidiaries or any of the principals, officers or directors of any of them are directly or indirectly involved in any other subdivision containing 100 or more lots. Plaintiffs are informed and believe the **Developer Defendants**, the Developer Agent Defendants, and defendant PB Impulsores failed to comply with the provisions of 24 C.F.R. §1710.208(c)(4) as more particularly alleged hereinabove.

641. Pursuant to 24 C.F.R. §1715.50(a) the following disclaimer statement shall be displayed below the text of all printed material and literature used in connection with the sale or lease of lots in a subdivision for which an effective Statement of Record is on file. The disclaimer shall appear at the bottom of the front page, in type of at least ten (10) point font and state:

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"Obtain the Property Report required by Federal law and read it before signing anything. No Federal agency has judged the merits or value, if any, of this property."

Plaintiffs are informed and believe the **Developer Defendants**, the **Developer Agent Defendants**, and defendant **PB Impulsores** violated 24 C.F.R. §1715.50(a) in that they failed to include the required language as and where required in all printed material and literature used in connection with the sale and lease of lots in the Trump Ocean Resort Baja as more particularly alleged hereinabove.

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642. Pursuant to 24 C.F.R. §1710.102(m) the final version of the effective Property Report must be delivered to prospective purchasers with the same grade of paper, type size, margins style and color as required for the Statement of Record (24 C.F.R. §1710.102(d). Plaintiffs are informed and believe that the **Developer Defendants**, the **Developer Agent Defendants**, and defendant **PB Impulsores** violated 24 C.F.R. §1710.102(d) and (m) in that they failed to deliver to Plaintiffs the effective Property Report at any time, in any fashion as more particularly alleged hereinabove.

643. Pursuant to 24 C.F.R. §1710.117(b) the senior executive officer or duly authorized agent shall sign the Property Report. Plaintiffs are informed and believe the **Developer Defendants, the Developer Agent Defendants**, and defendant **PB Impulsores** violated 24 C.F.R. §1710.117(b) in that the Property Report relating to the Project provided to all Tower 2 Plaintiffs was not properly signed in accordance with said Regulations as more particularly alleged hereinabove.

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644. Pursuant to 24 C.F.R. §1710.118(c), if the transaction takes place through the mails, the cost figures shall be entered and the person most active in dealing with the prospective purchaser shall sign the certification prior to mailing the Property Report to the purchaser.

Otherwise, the certification shall be executed in the presence of the purchaser. Plaintiffs are informed and believe the **Developer Defendants**, **the Developer Agent Defendants**, and defendant **PB Impulsores** violated 24 C.F.R. §1710.118(c) in relation to the Tower 2 Plaintiffs as more particularly alleged hereinabove.

645. Pursuant to 24 C.F.R. §1715.20(d), in selling, leasing or offering to sell or lease any lot in a subdivision it is an unlawful sales practice for any developer or agent, directly or indirectly, to use any misleading practice, device or representation which would deny a purchaser any cancellation or refund rights or privileges granted the purchaser by the terms of a contract or any other document used by the developer as a sales inducement. As more particularly alleged hereinabove and incorporated herein by reference, the **Developer Defendants**, **Developer Agent Defendants**, the **S&P Defendants**, and defendant **PB Impusiores** implemented such misleading practice, device and made representations, all in violation of the foregoing prohibitions as more particularly alleged hereinabove.

Defendants and defendant PB Impuslores engaged in "Misleading Sales Practices by virtue of said defendants' affirmative representations contained in the promotional statements and materials, and the reasonable inferences to be drawn therefrom. The Developer Defendants, Developer Agent Defendants, and defendant PB Impuslores, failed to affirmatively state in promotional material, and failed to institute proper and acceptable and adequate safeguards to reasonably guarantee the non-occurrence of the misleading sales practices as more particularly alleged hereinabove.

647. As more particularly alleged hereinabove, the **Developer Defendants**, **Developer Agent Defendants** and defendant **PB Impusiores** and each of them, violated each of the foregoing cited provisions of the Act and Regulations as set forth hereinabove in this Cause of Action, with resulting harm to the **Tower 2 Plaintiffs** as more particularly alleged hereinabove.

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Impulsores, each engaged in activities prohibited by 15 U.S.C. §1703(a)(1)(B), 15 U.S.C. §1703(a)(1)(c), and §1703(a)(1)(D), in that the **Developer Defendants**, **Developer Agent Defendants**, and defendant **PB Impulsores** engaged in the proscribed prohibited activities, which include the use of sales practices and the use of advertising and/or promotional materials which were misleading; by utilizing and providing ineffective Property Reports, by filing Statement of Record(s) containing untrue statements of material fact and/or omitting statements of material fact, and by engaging in unfair sales practices, all in violation of the Act and the Regulations thereunder, as cited hereinabove and as more particularly alleged hereinabove.

The Developer Defendants, Developer Agent Defendants, and defendant PB

649. The **Developer Defendants**, **Developer Agent Defendants**, and defendant **PB Impulsores** each utilized interstate commerce and the mails for the purpose of using the registration requirements of HUD as an artifice and device to obtain money from the **Tower 2 Plaintiffs** all in violation of the Act and the Regulations thereunder, as cited hereinabove and as more particularly alleged hereinabove.

650. As a direct and proximate result of the aforesaid acts, omissions and/or violations, the Tower 2 Plaintiffs have been damaged both generally and specially according to proof. As such, the **Tower 2 Plaintiffs** are entitled to damages against the **Developer Defendants**, **Defendant Agent Developers and defendant PB Impulsores** in accordance with 15 U.S.C. Section 1709(a).

651. All **Tower 2 Plaintiffs** demand damages against the **Developer Defendants**, **Developer Agent Defendants** and defendant **PB Impulsores**, and each of them, including but not limited to the return of the principal amount of any payments made pursuant to the Purchase Agreements, interest, court costs, and reasonable amounts for attorneys' fees, independent appraisers' fees, and travel to and from the lot all pursuant to 15 U.S.C. Section 1709(c) of the Act.

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659. The Developer Defendants and Developer Agent Defendants and defendant PB **Impulsores**, and each of them, and DOES failed to disclose and wilfully suppressed the fact that the Developer Defendants and Developer Agent Defendants intended to take the position that they were not, in fact the developers of the Project in the event the Project failed.

660. All Plaintiffs allege at all relevant times the **Developer Defendants**, **Developer** Agent Defendants and defendant PB Impulsores made said representations and/or engaged in the concealment of known facts as alleged hereinabove, the **Developer Defendants**, **Developer** Agent Defendants and defendant PB Impulsores knew said representations to be false and these representations and wilful failure to disclose said information and the suppression of information herein alleged were and was done by Developer Defendants, Developer Agent

Defendants and **PB Impulsores** and DOES, with the intent to defraud and deceive all Plaintiffs

and to induce said Plaintiffs to enter into the Tower 1 and Tower 2 purchase agreements.

At the time these representations alleged hereinabove and accompanying wilful failure to disclose and suppression of information alleged hereinabove were/was made, all Plaintiffs were ignorant of the falsity of the Developer Defendants, Developer Agent **Defendants** and **PB Impulsores** representations and believed same to be true and accurate. All Plaintiffs were ignorant of the existence of the true facts wilfully suppressed by said defendants. If Plaintiffs had been aware of the falsity and/or deception and/or scheme of the **Developer** Defendants, Developer Agent Defendants and PB Impulsores, none of the Plaintiffs would not have purchased any Units at the Project. The fundamental premise of the entire transaction for all Plaintiffs was based on what each was told: that the TRUMP Defendants and the **IRONGATE Defendants** (the **Developer Defendants**) were the developers of the Project.

662. All Plaintiffs herein reasonably relied upon the representations of said **Developer** Defendants, Developer Agent Defendants and PB Impulsores, and each of them, inclusive and believed same to be true and accurate. In actuality, the **Developer Defendants**, **Developer**

Agent Defendants and PB Impulsores, prior to the sale of the Project and throughout the

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estate agent for both the LPOA Plaintiffs on the one hand, and the **Developer Defendants** on the other hand, relative to the sale of the Units within the Project by virtue of the actions and conduct of the **S&P Defendants** as set forth below. The LPOA Plaintiffs are informed and believe, and thereon allege, that at all times relevant to the purchase and sale of the individual Units within the Project, the individual sales agents in the employ of and/or retained by the **S&P Entity Defendants** were acting either under license and/or authority of the Real Estate Broker's License of Defendants, S&P DESTINATION PROPERTIES, U.S., INC., S&P DESTINATION PROPERTIES, INC., a Nevada Corporation, S&P DESTINATION PROPERTIES, L.P., a Delaware Limited Partnership, and/or S&P Destination Properties, S.A. de D.V, RESORT DYNAMICS, RICHARD DEAN DAVIS, LANDOLT, DUPUIS, and/or DOES.

Resort Baja, the S&P Defendants participated actively in all aspects of the marketing and sales of condominium units as more particularly alleged hereinabove and hereinbelow. Plaintiffs are informed and believe the S&P Defendants, through its authorized representatives (such as Ricardo Medina, Brendan Mann and other persons within the S&P Entity Defendants), prior to disseminating information relating to the involvement of the TRUMP Defendants in the Project, communicated and interfaced with authorized representatives of the TRUMP Defendants as well as the IRONGATE Defendants to what information the S&P Defendants would, as part of its marketing and sales, disseminate to buyers and potential buyers of Units within the Project. Buyers or potential buyers, including but not limited to the LPOA Plaintiffs, in turn, would receive communications in the form of letters, emails, and marketing materials and brochures from the S&P Defendants which materials would purport to contain factual

From the inception of the S&P Defendants' involvement in the Trump Ocean

669. The **S&P Defendants** informed all Tower 1 Plaintiffs who could not attend the Tower 1 Selection Event in person that each must execute Limited Powers of Attorney

information, facts and details pertaining to the Resort.

(previously identified as and sometimes referred to herein as "LPOAs") and designate an S&P Defendant as their "attorney-in-fact" or lose their reservation and any opportunity to purchase a condominium on December 8, 2006. Copies of the Tower 1 Plaintiffs' executed LPOAs are attached collectively to this Complaint as **Exhibit 85**. The LPOA Plaintiffs who executed a LPOA with respect to their purchase of a Unit in Tower 1 are listed below:

Initial Tower 1 Sales Contract LPOA Matrix

9	LPOA Plaintiffs	Date of LPOA	S&P Attorney-in-Fact
10	Phillip Ahn	12/6/06	Tracey Collingridge
11	Anisha Antony	12/8/06	Ryan Bicknell
12	David Atherton	12/4/06	Tracey Collingridge
13	Rakesh Bajaria	12/11/06	Matias Susel
14	Gregory Callegari	12/7/06	Tracey Collingridge
15	Henry Hsu Chai	12/5/06	Tracey Collingridge
16	David Cowgill	12/14/06	Tracey Collingridge
17	Stephen Drake	12/2/06	Tracey Collingridge
18	Gulf Coast Investments, Ltd.	12/28/07	Jacqueline Setter
19	Larry Harris	12/2/06	Jay Le Duc
20	Peter and Catherine Haidorfer	3/22/07	Brendan Mann
21	Mark Ippolito	12/1/06	Tracey Collingridge
22	Zaheer and Flor Kasad	12/5/06	Marie Laure Frere
23	Christopher Kearney	12/6/06	Tracey Collingridge
24	Zeny Lamarsh	12/7/006	Rosy Torres or Mike McQuaid
25	Igor Lukyan	12/8/06	Rosy Torres
26	Christina Manriquez	12/4/06	Rosy Torres
2728	Mike Mikelic/ King Penguin	12/29/06	Rosy Torres
		612 FOURTH AMENDED COMPLAINT	

	Darnelia Moller	12/6/06	Tracey Collingridge
	Jennifer Mull and Gary Scott	12/7/06	David Rockey
	James Mullany	10/5/07	Matias Susel
	Con and Linda Nguyen	12/6/06	Tracey Collingridge
	Leon and Sophia Pesotchinsky	12/5/06	Marie Laure Frere
,	Charles Scibetti, Alexander and Edith Purdie	12/8/06	Tracey Collingridge
	Russell and Jennifer Reyes	12/5/06	Renee Hourston
	James Sartain	12/4/06	David Rockey
	Cynthia Shaw	12/21/06	Rosy Torres
)	Evan St. Germain	12/4/06	Tracey Collingridge
	John Trujillo	12/20/06	Renee Hourston

670. In addition, as more specifically alleged hereinabove, as part of the HUD Scheme, the **S&P Defendants** required all Tower 1 Plaintiffs who had already purchased Units in Tower 1 to execute another LPOA in connection with the **Second Tower 1 Sales Contract**. Copies of the LPOAs that the Second Tower 1 Plaintiffs' executed are attached collectively to this Complaint as **Exhibit 90**. The LPOA Plaintiffs who executed an LPOA in connection with the execution of the **Second Tower 1 Sales Contract** are listed below:

Second Tower 1 Sales Contract LPOA Matrix

LPOA Plaintiffs	Date of LPOA	S&P Attorney-in-Fact
Phillip Ahn	10/4/07	Brendan Mann
Anisha Antony	10/18/07	Brendan Mann
David Atherton	8/29/07	Kevin Elrod
Richard Bartone	10/1/07	Brendan Mann
Jamie Besaw	9/20/07	Brendan Mann
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	FOURTH AMENDED COMPL	AINT

1	Gregory Callegari	8/28/07	Kevin Elrod
2	Henry Hsu Chai	8/24/07	Tracey Collingridge
3	Daniel and Anna Cota	9/28/07	Brendan Mann
4	David Cowgill	8/31/07	Tracey Collingridge
5	Stephen Drake	8/31/07	Kevin Elrod
6	Carol Duncan	8/21/07	Rosy Torres
7	Jerry and Constance Frazee	8/23/0	Brendan Mann
8	Jerry and Constance Frazee	8/27/07	Brendan Mann
9	Gulf Investments, Ltd.	12/2/07	Kevin Elrod
10	Peter Haidorfer	8/31/07	Brendan Mann
11	Mark Ippolito	9/26/07	Tracey Collingridge
12	Zaheer and Flor Kasad	8/31/07	Brendan Mann
13	Christopher and Grace Kearney	9/26/07	Tracey Collingridge
14	Sang Min Kim	9/4/07	Brendan Mann
15	Zeny Lamarsh	8/27/07	Rosy Torres
16	Michael Lindsay and Angela (Van de Velde) Lindsay	8/31/07	Kevin Elrod
17	Igor Lukyan	8/23/07	Rosy Torres
18	Christina Manriquez	2/23/07	Rosy Torres
19	Jose and Leticia Mendoza	8/19/07	Rosy Torres
20	MA. Guadalupe Mendoza	8/31/07	Rosy Torres
21	Mendoza and Margarita Mendoza Mendoza		
22	Darnelia Moller	10/8/07	Tracey Collingridge
23	James and Linda Morrison and	8/22/07	Renee Hourston
24	Kory and Megan Roberts	0/24/07	M-4: C1
25	Michael Mueller Revocable Trust	9/24/07	Matias Susel
26	Jennifer Mull	9/7/07	Brendan Mann
27	Derek and Pamela O'Brien	9/10/07	Brendan Mann
28		614	
	<u> </u>	ECHIPTH AMENDED COMPLAINT	

1	Sophia Pesotchinksy	8/23/07	Brendan Mann
2	Real Development	9/17/07	Brendan Mann
3	(Robert Edelman)		
4	Dolores Roberts and Hadley McGaughey	12/23/07	Rosy Torres
	Wiedaughey		
5	Alexander and Edith Purdie	9/12/07	Kevin Elrod
6	Russell and Jennifer Reyes	8/30/07	Renee Hourston
7	James Sartain	9/4/07	Brendan Mann
8	Schmidt Family Trust	8/30/07	Brendan Mann
9	Cynthia Shaw	9/28/07	Brendan Mann
10	David Shaw	8/30/07	Rosy Torres
11	Evan St. Germain	8/30/07	Kevin Elrod
12	John Trujillo	8/30/07	Renee Hourston

671. The **S&P Defendants** informed all Tower 2 Plaintiffs who could not attend the Tower 2 Selection Event in person that each must execute Limited Powers of Attorney (previously identified as and sometimes referred to herein as "LPOAs") and designate an S&P Defendant as their "attorney-in-fact" or lose their reservation and any opportunity to purchase a condominium on June 27, 2007. Copies of the LPOAs that the Tower 2 Plaintiffs executed are attached collectively to this Complaint as **Exhibit 94**. The LPOA Plaintiffs who executed a LPOA with respect to their purchase of a Unit in Tower 2 are listed below:

Tower 2 Sales Contract LPOA Matrix

LPOA Plaintiffs	Date of LPOA	S&P Attorney-in-Fact
Bruce Albert June 27, 2007	6/25/07	Jacqueline Setter
Mauricio Caycedo	6/27/07	Kevin Elrod
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1	David and Carol Crossley	6/25/07	B.J. Turner
2	Vivian Evans	7/6/07	Renee Hourston
3	Jeffrey Folsom	7/17/07	Jacqueline Setter
4	Brian Gaber	6/25/07	Tracey Collingridge
5	Kenneth Zaccaria	7/24/07	Tracey Collingridge
6	[Kenneth Zaccaria appointed himself as attorney in fact, but Tracey Collingridge signed the Contract]		
7	Jeffrey Kaiman	9/6/07	Renee Hourston
8	John and Elyse Kehoe	6/22/07	Tracey Collingridge
9	Jay Mikulski	8/25/07	Tracey Collingridge
10 11	[Name of Attorney of Fact left blank on LPOA, but Tracey Collingridge signed the Contract]		
12	Daniel and Khanh Nguyen	6/22/07	Tracey Collingridge
13	Giuseppe Pannarale	6/25/07	Tracey Collingridge
14	Eleanor Santos	7/25/07	Tracey Collingridge
15	Michael and Melissa Schieble	6/18/07	Tracey Collingridge
16	Colin Steward and Nelofeir Stewart	8/4/07	Kevin Elrod
17	Li Sun and Jane Jin	6/27/07	Ryan Bicknell
18	Raju Vachhani	6/25/07	Matias Susel
19	Paul Warren	6/25/07	Matias Susel
20	Mickey Weizmann	dated "June 2007,	Ryan Bicknell
21		Tuesday" and not notarized	
22	Dennis Wong and Alice Lu	6/25/07	Renee Hourston
23	Yi (Jennifer) Zhang	6/21/07	Jacqueline Setter
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672. As alleged hereinabove, the LPOA Plaintiffs did, in fact, execute LPOAs in favor of the **S&P Defendants**, which LPOAs appointed the sales agents identified above, and who were acting on behalf of the **S&P Defendants**, to act as said LPOA Plaintiffs' attorney in fact,

Agreement and receiving the pertinent sales documents on behalf of an LPOA Plaintiff. All of the Powers of Attorney that were executed by LPOA Plaintiffs in favor of the S&P Defendants, provide that the S&P Defendants are acting in a "dual agency" role, and "that the agent (the S&P Defendant identified as attorney in fact) has a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with the seller and the buyer." The LPOA further provides that the LPOA Plaintiffs "confirm the dual agency relationship" of the S&P Defendants, acting as an agent to both the seller and to the LPOA Plaintiffs as buyer. See Exhibits 85, 90, and 94 to the Complaint. Accordingly, throughout its dealings with the LPOA Plaintiffs, the S&P Defendants created an agency and fiduciary relationship with each of the LPOA Plaintiffs by virtue of the LPOAs.

673. The **S&P Defendants**, as the LPOA Plaintiffs' agents, acting in a dual agent capacity also on behalf of the **Developer Defendants**, at all times owed to LPOA Plaintiffs a fiduciary duty because they were LPOA Plaintiffs' agents and because the LPOA Plaintiffs reposed trust and confidence in and upon the integrity and fidelity of their agents. The **S&P Defendants** were obligated to provide undivided loyalty and service to the LPOA Plaintiffs in the same fashion as a trustee must provide to a beneficiary and they were required to provide LPOA Plaintiffs with the utmost diligent and faithful service and act in the highest good faith in the disposition of their duties.

Amongst the duties assumed by the **S&P Defendants** in acting in a dual agent capacity on behalf of LPOA Plaintiffs in relation to the transactions which are the subject of this Action, said Defendants were under a fiduciary duty to investigate and to truthfully advise and disclose to the LPOA Plaintiffs all pertinent and relevant facts and information concerning the transactions in which they rendered representation. The **S&P Defendants** were under a further duty to verify the information the **S&P Defendants** and the LPOA Plaintiffs received from **Developer Defendants**, to refrain from making any misrepresentations to the LPOA Plaintiffs,

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and to take all necessary steps to protect the interests of the LPOA Plaintiffs. Such duties were imposed on the S&P Defendants, as a matter of law, immediately commencing upon the LPOA Plaintiffs appointing the S&P Defendants as their attorney in fact, and continued until the expiration of the LPOA. During that time, the S&P Defendants were obligated, as fiduciaries, to, among other things, investigate, advise and disclose the LPOA Plaintiffs all information regarding the transaction and Project known and/or reasonably ascertainable by the S&P Defendants acting as agents for the LPOA Plaintiffs.

- 675. The Purchase Agreements contain a document identified as Exhibit E, that purports to disclose to the LPOA Plaintiffs that the **S&P Defendants** were only acting on behalf of the Developers as Sellers (the "Disclosure"). However, the Disclosure did not:
 - A. Vitiate or otherwise invalidate the agency and fiduciary relationship between the **S&P Defendants** and LPOA Plaintiffs that had been created by the LPOA as set forth above; or
 - B. Act as a waiver by LPOA Plaintiffs of any liability or obligations of the **S&P Defendants** that had been created by the agency and fiduciary relationship that had been created previously by the **S&P Defendants** as a result of the LPOAs as set forth above.
- Defendants to execute and receive the Purchase Agreement and related documents on the LPOA Plaintiffs' behalf, including acknowledging receipt of the Disclosure, such acknowledgment of the Disclosure by the S&P Defendants is not binding on the LPOA Plaintiffs. The S&P Defendants executed, received and acknowledged receipt of the aforesaid Disclosure in connection with said Defendants' role as an agent and fiduciary of the LPOA Plaintiffs. Accordingly, the S&P Defendants cannot, while acting as an agent and fiduciary of the LPOA

Plaintiffs, execute a document that specifically purports to disavow the agency relationship and fiduciary obligations that were expressly assumed by the **S&P Defendants** under the LPOA. Further, the S&P Defendants either did not provide the executed documents, including the disclosure to the LPOA Plaintiffs and/or did not provide the LPOA Plaintiffs with the Purchase Agreement and/or related documents in a timely manner. Therefore, such LPOA Plaintiffs either never received the Disclosure, and/or did not receive the same in a timely manner.

677. During the sales process, and leading up to the execution of the Purchase Agreements the **S&P Defendants** made and/or conveyed the representations to LPOA Plaintiffs as is alleged previously herein. During, and as part of the sales process, the S&P Defendants acted as the "sales team" designated and retained by the TRUMP Defendants and by the **IRONGATE Defendants** to act as the sales agents for the marketing and sales activities related to the Plaintiffs, including the LPOA Plaintiffs, on the one hand, and **Developer Defendants** on the other hand, for the sale of the Units within the Project.

Up to and including November 22, 2008, the S&P Defendants, in representing the 678. interests of the LPOA Plaintiffs herein as their broker/agent, at all times, represented to the LPOA Plaintiffs that:

The Project was being developed by Defendant **DONALD TRUMP** and the a. Trump Organization, in partnership with "Irongate";

b. **DONALD TRUMP, IVANKA** and **TRUMP, JR.** and the entire Trump Organization were partners with the IRONGATE Defendants, and the IRONGATE Entity Defendants' principals, FISHER and GROSFELD, on the project known as Trump Waikiki and that all of the said individuals and entities were again working in partnership on the Trump Ocean Resort Baja project;

Defendant, TRUMP MARKS BAJA "has elected to terminate the license agreement under which it had licensed the use of the "Trump" brand name to the developer..." See **Exhibit 82**.

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682. Plaintiffs are informed and believe that such representations set forth in the December 23, 2008 Project Status and January 28, 2009 letters, which purport to reference the involvement in the Project of the TRUMP Defendants are false and designed to insulate and distance the TRUMP Defendants from their actual involvement in and responsibility for the now failed resort, and further are designed to distance the S&P Defendants from their responsibility acting as Developer Agents, and as they had as dual agents with respect to the transactions evidenced by the Purchase Agreements entered into by the Plaintiffs, to include the LPOA Plaintiffs.

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683. Thereafter, despite the S&P Defendants' prior representations as alleged hereinabove to the LPOA Plaintiffs, as the same relate to the involvement of the TRUMP **Defendants** and the **IRONGATE Defendants** as developers of the Project, and despite the **S&P Defendants**' knowledge of the true facts pertaining to same, the **S&P Defendants** have now elected to reverse course and assert, at least as to the TRUMP Defendants, that the role of "Trump" was not as a developer of the Resort but instead merely as a licensor. Such newfound position taken by the S&P Defendants, following the failure of the Resort, flies in the face of all communications from the S&P Defendants to the LPOA Plaintiffs prior to the December 23, 2008 letter. By virtue of their present denial of their prior representations relating to the role of the TRUMP Defendants as a developer in the project, the S&P Defendants either:

Knew or should have known that these representations when made to the Plaintiffs, including the LPOA Plaintiffs, at the time were, in fact, false; and/or,

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- b. Should have conducted their own reasonable inquiries and/or investigation into whether or not their prior representations regarding the Resort had merit before advising the LPOA Plaintiffs of the same; and/or,
- c. Currently know that the prior representations are in fact true and have elected to protect the **TRUMP Defendants** subsequent to the failure of the Resort, and in so doing are attempting to serve their own self-interests in deflecting away allegations that the **S&P Defendants** engaged in wrongful conduct and/or failed to properly advise their own clients in the transaction.
- 684. In addition to the foregoing, the **S&P Defendants** made and represented to all Plaintiffs, including the LPOA Plaintiffs, the following as fact, all of which were not true:
 - a. The construction of the Project was proceeding at a rapid pace, that vertical construction was imminent, and the project was on schedule to be completed;
 - b. That all monies deposited by the Plaintiffs into the "escrow" accounts would be used only for matters related to the construction of the Project and were fully protected;
 - c. That the Plaintiffs would receive reports from California Fund Control as to the use of their funds by the **Developer Defendants** on a regular basis;
 - d. That the **Developer Defendants** had obtained all the permits and had complied with all prerequisite legal requirements which were required in order to allow the Project to be completed; and

merit before advising the LPOA Plaintiffs of the same, and under any circumstances, should have disclosed the facts as known or ascertainable by them to the LPOA Plaintiffs. The truth was:

That the reports regarding the construction progress were a sham, designed to a. encourage Plaintiffs to continue to make deposits while knowing that construction progress had grinded to a halt;

b. That the monies deposited were being used for purposes not reasonably related to the construction of the Project, as the \$32 million dollars taken in by Developer Defendants was clearly not going toward construction of the Condominium Project;

That the buyers never received reports regarding the use of their funds and/or c. regarding construction progress from California Fund Control ("CFC"); that neither CFC (or any similar Joint Control Agent licensed by the California Department of Corporations) was, in fact, never even retained **Developer Defendants**;

d. That the **Developer Defendants** had neither obtained all the permits prior to offering the Units for sale or in a reasonable time thereafter, nor had complied with prerequisite legal requirements which were required in order to allow the Project to be sold as mandated by United States law;

f. That the Development never obtained construction financing and at the time said representations were made the construction loan for the Project was never "fully approved;"

- g. That the **Developer Defendants** were required to register the Project with HUD as a result of the **Developer Defendants**' inability and/or failure to complete the construction of Tower 1 within two (2) years from the execution of the **Initial Tower 1 Sales Contracts**, thereby failing to qualify for an exemption from registration under HUD;
- h. Since Tower 1 was not completed within 2 years from the date of the Initial

 Tower 1 Sales Contract, the Tower 1 buyers had the right to rescind the Initial

 Tower 1 Sales Contract; however, the Developer Defendants did not want the buyers to rescind their contracts so they executed the "HUD Scheme" as more specifically detailed hereinabove, and the S&P Defendants worked with the Developer Defendants to carry out the marketing scheme of the Developer Defendants and the S&P Defendants to implement the HUD Scheme and have the Tower 1 buyers execute the Second Tower 1 Sales Contracts;
- i. The HUD registration was not being done to protect the Plaintiff buyers. Rather the **Developer Defendants** and the **S&P Defendants** used the HUD Registration and the **Second Tower 1 Sales Contracts** to have the Plaintiffs unknowingly waive their rights to rescission since the **Second Tower 1 Sales Contract** did not contain such right of rescission;
- j. The Initial Tower 1 Sales Contract and the Second Tower 1 Sales Contracts were not identical since the Second Tower 1 Sales Contract omitted a material term, to wit, the right of rescission; and
- k. The HUD registration and the **Second Tower 1 Sales Contract** were designed to protect the **Developer Defendants** and the **S&P Defendants**, and were not intended to nor implemented to protect the buyer Plaintiffs.

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Defendants owed the LPOA Plaintiffs duties to both conduct a reasonably competent and diligent investigation of the facts, as well as to advise the LPOA Plaintiffs truthfully of all facts and circumstances which related to and effected the Project, and which would materially affect the value or desirability of the Project and/or the Units, and/or the LPOA Plaintiffs' ownership interests therein, as well as the decision making processes of the LPOA Plaintiffs as to whether the LPOA Plaintiffs would exercise or attempt to exercise any of their rights to remove themselves from participation in the Project.

688. During the period of time that the S&P Defendants were acting as agents and fiduciaries for the LPOA Plaintiffs, the S&P Defendants, and each of them, failed to truthfully apprise the LPOA Plaintiffs of pertinent facts relating to the Development and related to the construction of the Project, including the lack thereof, and specifically misrepresented and/or concealed certain facts from the LPOA Plaintiffs which related to the progress of the Development. The S&P Defendants would either falsely advise or, without any reasonable basis for knowing, and without conducting any of their own investigation relative to the salient facts, falsely and improperly represent the nature of the progress of the construction, and would falsely state and/or report on the construction progress and/or that the **Developer Defendants** had obtained construction financing, all in an effort to conceal and delay, and to cause the LPOA Plaintiffs to forbear on the prosecution of their rights, to execute the Second Tower 1 Sales Contracts and/or to continue to pay monies to the Developer Defendants. Had said S&P Defendants conducted their actions in accordance with their duties relative to the LPOA Plaintiffs, and had not acted in this manner as alleged, the LPOA Plaintiffs would have discovered material facts upon which they might have acted so as to assert their rights prior to the time that the **Developer Defendants** completely drained the Plaintiffs' funds from the escrow accounts.

689. By doing and/or omitting to do the acts and things alleged herein, and by failing to execute their duties and their failure to make truthful, accurate and complete disclosures to the

LPOA Plaintiffs as required, the S&P Defendants, and each of them, breached their fiduciary duties of due care and full disclosure owed to the LPOA Plaintiffs in that said Defendants negligently and/or intentionally misrepresented, misinformed, and/or failed to disclose material facts to the LPOA Plaintiffs with respect to the Project and the LPOA Plaintiffs' interests therein. Said Defendants further failed to obtain and/or disclose all relevant information and further failed to advise and take action as needed in order to prevent the LPOA Plaintiffs from suffering the damages alleged herein, and to protect the LPOA Plaintiffs' interests in the transactions which are the subject of this Action.

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690. The acts, inaction, and/or conduct of the S&P Defendants, and each of them, as alleged herein proximately caused the damages to the LPOA Plaintiffs and have caused the LPOA Plaintiffs the loss of substantial monies paid as deposits on the Units, and interest thereon, and to incur other expenses, including, but not limited to travel expenses, and other special damages, including attorneys fees for the prosecution of this Action, all according to proof at trial.

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691. As a further proximate result of the conduct of the said defendants, and each of them, the LPOA Plaintiffs have sustained general damages according to proof at trial.

692. The acts and/or omissions of the **S&P Defendants**, and each of them, are shown to have been committed with malice, fraud and oppression, and in conscious disregard of the rights of the LPOA Plaintiffs, said LPOA Plaintiffs are entitled to an award of exemplary damages against the S&P Defendants, and each of them, as identified hereinabove in this cause of action, in an amount according to proof at time of trial.

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c. Tower 2 Sales Contract, (Exhibit 95).

Attached alphabetically, are each Plaintiffs' signature/execution pages relative to the

- d. Initial Tower 1 Sales Contract, (Exhibit 87);
- e. Second Tower 1 Sales Contract, (Exhibit 92); and
- f. Tower 2 Sales Contract, (Exhibit 96).

702. Each Plaintiff has performed all of the terms and conditions on their part to be performed with respect to each of the Contracts identified above, with the exception of those covenants, terms and/or conditions which have been excused by reason of the breach and/or non-performance by Defendants, and/or by reason of Defendants' acts, omissions and/or other conduct excusing the performance of Plaintiffs, and each of them.

703. Defendant **PB Impulsores** has breached said Purchase Agreements by, *inter alia*, failing to construct and deliver the condominium units for which Plaintiffs contracted, and has further breached said Purchase Agreements in that upon such failure to return Plaintiffs' deposit monies to Plaintiffs, and each of them, as provided for within each of the Purchase Agreements. As a result, there is now due, owing, and unpaid from Defendant **PB Impulsores** to Plaintiffs the sums of the deposits made by each of the Plaintiffs as set forth hereinabove in this Complaint, together with interest thereon at the maximum legal rate from and after the dates Plaintiffs tendered their deposit monies, pursuant to said Purchase Agreements, all in an amount according to proof.

704. By the admission of defendant **PB Impulsores**, as of on or about February 16, 2009 in a letter sent to each and every one of the Plaintiffs herein, (attached hereto as **Exhibit 81**) defendant **PB Impulsores** is insolvent, without assets and with no funds within that entity to address the Plaintiffs' claims. The offices of **PB Impulsores** in Mexico are no longer occupied or operational, and all notices to and from PB Impulsores have been sent to and received from

counsel for the IRONGATE Defendants, Timothy Hughes, who is also counsel for PB Impulsores.

705. Defendant PB Impulsores, not only through its counsel, but through its' officers, principals, members, managing members and/or managers, which officers, principals, members, managing members and/or managers are identical to the officers, principals, members, managing members and/or managers of and for the IRONGATE Defendants, as well as counsel for all such parties, have long been put on notice of Plaintiffs' claims in this matter, in that demand has been made by each of the Plaintiffs for the return of Plaintiffs' deposits, according to proof. Notwithstanding such demands, Defendant PB Impulsores has failed and refused to return the monies owed to Plaintiffs.

706. Further, even though the forms of the Agreement provide for "cure" provisions, in reality, due to the fact that defendant **PB Impulsores** has stated in no uncertain terms the Project is not going forward and will not be built, the "cure" provisions are a nullity and rendered moot, as the law does not require that a party engage in a futile act. Due to the fact that defendant PB **Impulsores** is an empty shell and insolvent entity, there is no possibility that there can be a "cure" following the breach of the Purchase Agreements, and each of them.

707. As a direct and proximate result of the breach and/or non-performance on the part of the Defendants, each Plaintiff has been damaged in amounts subject to proof at the time of trial.

708. The written Purchase Agreements, at Paragraph 20(j) provide that the prevailing party in any litigation will be entitled to an award of costs and attorneys' fees. Plaintiffs have been compelled to engage counsel and commence litigation due to defendant PB Impulsores' acts and omissions as alleged in this Complaint and, as a result, Plaintiffs have incurred and will

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said Demands, Defendants have failed and refused, and continue to fail and refuse to refund Plaintiffs' deposits.

The Initial Tower 1 Sales Contract (Exhibit 86) entered into by Plaintiffs 713. ESHRAGHI and C. NGUYEN, at paragraph 16(b), further provides that in the event of the Seller's default, Buyer may terminate the Promise Agreement and shall return Buyers' deposits. The Agreement further states in said paragraph that Seller unconditionally and irrevocably guaranties refund of the buyer Deposits.

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714. By the admission of defendant **PB Impulsores**, as of on or about February 16, 2009 in a letter sent to each and every one of the Plaintiffs herein, (attached hereto as Exhibit 81), defendant PB Impulsores is insolvent, without assets and with no funds within that entity to address the Plaintiffs' claims. The offices of **PB Impulsores** in Mexico are no longer occupied or operational, and all notices to and from PB Impulsores have been sent to and received from counsel for the IRONGATE Defendants, Timothy Hughes, who is also counsel for PB **Impulsores**. Defendant, **PB Impulsores** is insolvent and has no funds with which to construct the Resort, and due to the failure of Seller to deliver the Units for which Plaintiffs contracted, Defendant **PB Impulsores** has defaulted on their obligations under the Agreements. As alleged above, Plaintiffs have demanded a refund of their deposits. Notwithstanding said Demands, Defendants have failed and refused, and continue to fail and refuse to refund Plaintiffs' deposits.

715. Plaintiffs named in this cause of action have performed all of the terms and conditions on their part to be performed with the exception of those covenants, terms and/or conditions which have been excused by reason of the breach and/or non-performance by Defendants' acts, omissions and/or other conduct.

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716. As a direct and proximate result of the breach and/or non-performance on the part of the Defendants, Plaintiffs have been damaged, all in amounts subject to proof at the time of trial.

717. Pursuant to the terms of the written Purchase Agreements, at Paragraph 20(j), the prevailing party in any litigation will be entitled to an award of costs and attorneys' fees. Plaintiff has been compelled to engage counsel and commence litigation due to defendant **PB Impulsores**' acts and omissions as alleged in this Complaint and, as a result, Plaintiff has incurred and will continue to incur as yet an unascertained amount of attorneys' fees, costs, and expenses according to proof.

FOURTEENTH CAUSE OF ACTION

(Breach of Contract)
By All Tower 1 Plaintiffs who Signed Initial Tower 1 Sales Contracts and who subsequently signed Second Tower 1 Sales Contracts, (which excludes Plaintiffs ESHRAGHI, C. NGUYEN, and KELLEY)
As Against PB Impulsores, and DOES 51-100, inclusive).

(Breach of 1st Tower 1 Contract)

- 718. Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1 through 547 and 700 through 708, inclusive, as if set forth herein at length.
- 719. The Plaintiffs who are named in and bring this Cause of Action are Plaintiffs who signed the Initial Tower 1 Sales Contracts, and who later signed the Second Tower 1 Sales Contracts, as identified in the PURCHASE AGREEMENT MATRIX hereinabove. This Cause of Action excludes Plaintiffs "ESHRAGHI, C. NGUYEN who did not sign Second Tower 1 Sales Contracts, and "KELLEY," who did not sign an Initial Tower 1 Sales Contracts. All remaining Plaintiffs who are participants in this Cause of Action shall, for purposes of this Cause of Action, be referred to collectively as "Plaintiffs" within this Cause of Action.

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720. On or about the dates set forth hereinabove in the PURCHASE AGREEMENT MATRIX, Plaintiffs entered into the **Initial Tower 1 Sales Contract** as set forth hereinabove. A true and correct copy of the contract and the execution pages of which are attached hereto as Exhibits 86 and 87, identified hereinabove.

721. Subsequently and as alleged hereinabove as part of the "HUD Scheme," the

Developer Defendants and Developer Agent Defendants procured the execution by Plaintiffs

named in this Cause of Action on the Second Tower 1 Sales Contracts. Please see attached

Second Tower 1 Sales Contract, (Exhibit 91).

722. Plaintiffs have alleged hereinabove that their execution of the Second Tower 1 Sales Contract was procured by the fraud of the Defendants, and each of them, all of which allegations are incorporated into this Cause of Action. In the event that the Second Tower 1 **Sales Contract** is voided by reason of the fraudulent procurement of the Plaintiffs' execution thereof, the **Initial Tower 1 Sales Contract** would be the only, and thus the operative agreement

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723. The Initial Tower 1 Sales Contract (Exhibit 86) entered into by Plaintiffs, at paragraph 16(e)(i), provides that Seller promised a delivery date of the Units within 2 years from date of contract, and failing performance on the part of Seller, upon Buyer's written request to terminate the Agreement, Seller would refund all monies paid by buyer to Seller or Escrow Holder within ten (10) business days after Buyer's request. Defendants have breached said Agreement in that Seller has not delivered the Units for which Plaintiffs entered into the Purchase Agreements. Consequently, Buyers have made demand upon Defendant through their Counsel, Timothy Hughes, for refund of their deposits. Notwithstanding said Demands, Defendants have failed and refused, and continue to fail and refuse to refund Plaintiffs' deposits.

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724. The **Initial Tower 1 Sales Contract** (**Exhibit 86**) entered into by Plaintiffs, at paragraph 16(b), further provides that in the event of the Seller's default, Buyer may terminate the Promise Agreement and shall return Buyers' deposits. The Agreement further states in said paragraph that Seller unconditionally and irrevocably guaranties refund of the buyer Deposits. Defendant, **PB Impulsores** has unequivocally advised the Plaintiffs that said entity is insolvent and has no funds with which to construct the Resort, and due to the failure of Seller to deliver the Units for which Plaintiffs contracted, Defendant **PB Impulsores** has defaulted on their obligations under the Agreements. As alleged above, Plaintiffs have demanded a refund of their deposits. Notwithstanding said Demands, Defendant **PB Impulsores** has failed and refused, and continues to fail and refuse to refund Plaintiffs' deposits.

725. Plaintiffs named in this cause of action have performed all of the terms and conditions on their part to be performed with the exception of those covenants, terms and/or conditions which have been excused by reason of the breach and/or non-performance by Defendants' acts, omissions and/or other conduct.

726. As a direct and proximate result of the breach and/or non-performance on the part of the Defendants, Plaintiffs have been damaged, all in amounts subject to proof at the time of trial.

727. Pursuant to the terms of the written Purchase Agreements, at Paragraph 20(j), the prevailing party in any litigation will be entitled to an award of costs and attorneys' fees. Plaintiff has been compelled to engage counsel and commence litigation due to defendant **PB Impulsores**' acts and omissions as alleged in this Complaint and, as a result, Plaintiffs have incurred and will continue to incur as yet an unascertained amount of attorneys' fees, costs, and expenses according to proof.

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FIFTEENTH CAUSE OF ACTION

(Breach of Contract)
By Plaintiff, Darnelia Moller, ("MOLLER")
As Against **PB Impulsores**, and DOES 1-50, inclusive).

728. Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1 through 547 and 700 through 708, inclusive, as if set forth herein at length.

729. On or about September 27, 2007 Plaintiff, MOLLER entered into an Amendment to the Promise of Transfer of Ownership Trust Agreement ("First Amendment") with Defendant, **PB Impulsores**. The First Amendment provided that in the event that MOLLER did not identify and secure a new co-buyer for the Unit for which MOLLER entered into the **Initial Tower 1 Sales Contract** within six (6) months from the date of the First Amendment (April 2, 2008), that MOLLER would be afforded the right to terminate the **Initial Tower 1 Sales Contract** and receive a full refund of her deposit without damages.

730. On or about January 24, 2008, Plaintiff MOLLER executed a second document entitled Amendment to the Promise of Transfer of Ownership Trust Agreement ("Second Amendment") with Defendant, PB Impulsores. The First Amendment and Second Amendment are attached collectively hereto as **Exhibit 120**. This Second Amendment provided that MOLLER shall "...receive credit upon completion of the previously drawn addendum executed on September 27, 2007" and in the event MOLLER was unsuccessful in identifying and securing a new co-buyer for the Unit MOLLER would be afforded the right to terminate the **Second Tower 1 Sales Contract** and receive a full refund of her deposit without damages.

731. MOLLER did not identify and secure a new co-buyer on or before April 2, 2008 for the Unit as set forth in the First Amendment and Second Amendment referenced hereinabove. Thereafter, and pursuant to the stated terms and conditions of the First Amendment and Second Amendment, MOLLER elected to terminate all existing agreements

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which includes the **Initial Tower 1 Sales Contract** and **Second Tower 1 Sales Contract**, and upon doing so requested the full refund of her deposit.

732. Despite MOLLER's election to terminate and MOLLER's demand for a refund of her deposit in accordance with the First Amendment and Second Amendment referenced herein, defendant **PB Impulsores** breached the First Amendment and Second Amendment in that defendant **PB Impulsores** has failed and refused, and continues to fail and refuse to refund MOLLER's deposit.

733. MOLLER has performed all of the terms and conditions on her part to be performed with the exception of those covenants, terms and/or conditions which have been excused by reason of the breach and/or non-performance by defendant **PB Impulsores**' acts, omissions and/or other conduct.

- 734. As a direct and proximate result of the breach and/or non-performance on the part of defendant **PB Impulsores**, MOLLER has been damaged in the principal amount of \$42,800.00, together with interest thereon as well as attorney's fees and costs, all in amounts subject to proof at time of trial.
- 735. Except to the extent the First Amendment and Second Amendment modified the terms of the Initial Tower 1 Sales Contract and Second Tower 1 Sales Contract, the remaining terms and conditions of the Initial Tower 1 Sales Contract and/or Second Tower 1 Sales Contract remain unmodified. Both the Initial Tower 1 Sales Contract and Second Tower 1 Sales Contract, at Paragraph 20(j), provides the prevailing party in any litigation will be entitled to an award of costs and attorneys' fees. MOLLER has been compelled to engage counsel and commence litigation due to defendant PB Impulsores' acts and omissions as alleged herein and, as a result, MOLLER has incurred and will continue to incur as yet an unascertained amount of attorneys' fees, costs, and expenses according to proof at time of trial.

SIXTEENTH CAUSE OF ACTION

(Breach of Contract)
By All Plaintiffs, Manuel Ramos and Maria Ramos ("RAMOS"),
As Against **PB Impulsores**, and DOES 51-100, inclusive).

736. Plaintiffs incorporate herein the allegations set forth in Paragraph numbers 1 through 547 and 700 through 708, inclusive, as if set forth herein at length.

737. On or about December 8, 2006, Plaintiffs, Manuel Ramos and Maria Ramos ("RAMOS") entered into the **Initial Tower 1 Sales Contract** for Unit 608 in Tower 1 of the Project, as set forth hereinabove, a true and correct copy of the contract and the execution pages of which are attached hereto as **Exhibits 86** and **87**, identified hereinabove.

738. Thereafter, on or about October 7, 2007, RAMOS entered into the Second Tower 1 Sales Contract, also as alleged hereinabove. See Second Tower 1 Sales Contract, (Exhibit 91); and Execution pages of Second Tower 1 Sales Contract, (Exhibit 92). The Second Tower 1 Sales Contract provided RAMOS with a right to cancel the purchase within seven (7) days of execution thereof, and upon such cancellation, receive all sums paid as deposits on Unit 608.

Tower 1 Sales Contract, RAMOS timely exercised the right to cancel the Agreement, and promptly forwarded Notice of Cancellation to Defendant, PB Impulsores. The Notification of the Cancellation by RAMOS was sent by Certified Mail, Return Receipt, to the seller, PB Impulsores both care of Defendant GROSFELD, and care of Defendant Brendan Mann. Subsequent follow up letters were sent to the seller, PB Impulsores both care of Defendant GROSFELD, and October 10, 2008, respectively, however both the initial Notice of Cancellation, as well as the follow up letters sent by RAMOS have all been ignored, and Plaintiffs have not received the return of their deposits in

1	full, or in any amount, all to their damage. (See Exhibit 121 Cancellation Notice and follow up
2	letters.).
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4	740. Each of the Tower 1 Sales Contracts entered into by RAMOS, provide at Paragraph
5	20(j), that the prevailing party in any litigation will be entitled to an award of costs and
6	attorneys' fees. Plaintiffs has been compelled to engage counsel and commence litigation due to
7	defendant PB Impulsores' acts and omissions as alleged herein and said Defendant's failure and
8	refusal to return Plaintiffs' deposits following the proper and timely cancellation. As a result,
9	Plaintiff has incurred and will continue to incur as yet an unascertained amount of attorneys'
10	fees, costs, and expenses according to proof.
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12	PRAYER FOR RELIEF
13	WHEREFORE, Plaintiffs pray for judgment as follows:
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15	As to the First Cause of Action:
16	1. General damages according to proof;
17	2. Special Damages according to proof;
18	3. Punitive damages in an amount sufficient to punish the Defendants and to deter similar
19	future conduct, all in an amount according to proof.
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21	As to the Second Cause of Action:
22	1. General damages according to proof;
23	2. Special Damages according to proof;
24	
25	As to the Third Cause of Action:
26	1. General damages according to proof;
27	2. Special Damages according to proof;
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1	As to the Fifteenth Cause of Action:		
2	Damages according to proof;		
3	2. Reasonable attorneys fees, according to proof;		
4			
5	As to the Sixteenth Cause of Action:		
6	1. Cancellation of the Contract and Damages according to proof;		
7	2. Reasonable attorneys fees, according to proof;		
8			
9	And as to all Causes of Action:		
10	1. Costs of suit; and		
11	2. For other and further damages, relief, and/or remedies as the Court deems just and		
12	proper.		
13	Respectfully Submitted,		
14	LAW OFFICES OF DANIEL J. KING		
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16			
17	Dated: January 20, 2012 By Daniel J. King, Attorney for Plaintiffs		
18	Bullet 3. Tellig, Teletiney for Flaments		
19			
20	LAW OFFICES OF BART I. RING		
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22			
23	Dated: January 20, 2012 By Bart I. Ring, Attorney for Plaintiffs		
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