

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

STEVE AARON, et al,

Plaintiffs,

Case No.: 8:09-cv-2493

vs

THE TRUMP ORGANIZATION, INC., a
New York Corporation, and DONALD J.
TRUMP, an individual,

Defendants.

**APPENDIX TO PLAINTIFFS'
MOTION FOR PARTIAL SUMMARY JUDGMENT AND INCORPORATED
MEMORANDUM OF LAW**

EXHIBIT NO.	DESCRIPTION
1.	License Agreement dated Oct. 27, 2004, and First Amendment to License Agreement. <i>See also</i> Second Amended Complaint, [Dkt. # 19-2].
2.	Trump Tower Tampa Publication, <i>Views</i> , Issues 1 and 3
3.	Trump Press Release, Jan. 10, 2005, <i>see</i> Second Amended Complaint, [Dkt. # 19-1].
4.	Deposition of Donald J. Trump dated Sept. 20, 2010, with exhibits 1-9
5.	Deposition of Donald J. Trump, Jr. dated Feb. 8, 2011, with exhibits 11-45.
6.	Deposition of Eric Trump dated Feb. 9, 2011, with exhibit 10.
7.	Trump Tower Tampa, <i>Property Report</i>
8.	Trump Tower Tampa, <i>Purchase Contract</i>
9.	Plaintiffs' Supplemental Answers To Interrogatories.
10.	Deposition of Plaintiff Elaine Lucadano dated Oct. 13, 2010, without exhibits
11.	Deposition of Plaintiff John Robbins, dated Oct. 8, 2010, without exhibits.
12.	Tampa Tribune Article, Feb. 19, 2005
13.	St. Petersburg Times Article, Feb. 19, 2005

14.	Trump Tower Tampa, Sales Brochures
15.	Trump Tower Tampa, Website
16.	Deposition of Ivanka Trump dated Feb. 9, 2011, with exhibits 46-50.
17.	Linneman Associates Report dated July 2007

Respectfully submitted,

/s/ J. Daniel Clark

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Attorneys For Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of April, 2011, a true and correct copy of the foregoing Appendix to Plaintiffs' Motion For Partial Summary Judgment and Memorandum of Law In Support was filed electronically. Notice of this filing will be sent to all parties in this case by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ J. Daniel Clark
J. Daniel Clark, Esq.

EXHIBIT 9

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

STEVE AARON, et al.,

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Case No.: 8:09-cv-2493

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THE TRUMP ORGANIZATION, INC., a
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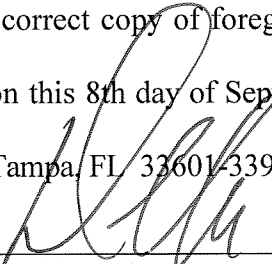
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NOTICE OF SERVICE OF SUPPLEMENTAL ANSWERS TO INTERROGATORIES

COMES NOW the Plaintiffs, by and through the undersigned counsel and hereby serves the original Supplemental Answers to Defendants', The Trump Organization, Inc. and Donald J. Trump, First Set of Interrogatories.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of foregoing document was served upon the following parties by **Hand Delivery** on this 8th day of September, 2010: **Christopher Griffin, Esq.**, Foley & Lardner, P.O. Box 3391, Tampa, FL 33601-3391.



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Attorneys For Plaintiffs

Interrogatories

1. Identify and describe (a) all of the reasons why you decided to purchase a Unit in the Property; and (b) your expectations with respect to the Unit or the Property.

RESPONSE:

Plaintiffs object because Interrogatory No. 1 is overbroad and vague, and further object pursuant to Federal Rules of Civil Procedure 26 (b)(2)(c), as this information can be obtained from a source that is less burdensome, specifically, the depositions of the individual Plaintiffs. Subject to these objections, Plaintiffs' reasons for purchasing Units were their desire and expectation that they were investing in a Donald J. Trump property located in Tampa that would be built with the purported quality and professionalism accompanying such a property.

2. Identify and describe all documents that you received from SimDag prior to your execution of the Agreement including, without limitation, (a) the date you received each document; and (b) the person from whom, and the method by which, you received each document.

RESPONSE:

Plaintiffs object because Interrogatory No. 2 is overbroad, burdensome, and vague, and further object pursuant to Federal Rules of Civil Procedure 26 (b)(2)(c), as this information can be obtained from a less burdensome source, specifically, a review of the documents produced in response to Defendant's First Request for Production and documents produced from the Defendant and non-parties. Subject to these objections, while Plaintiffs cannot be sure who sent them all the solicitation and marketing materials as such materials were sent to them via mail, given to them at the Trump Tower Tampa Sales Center, or received by other means, or the exact date received, generally, most if not all Plaintiffs received certain documents to the best of their abilities including such examples as follows: Invitation to join Donald J. Trump at the Trump Tower Tampa Sales Center, received prior to the event on February 18, 2005; the "Silver Book" (titled "Trump Tower Tampa – A Donald J. Trump Signature Property"), received at or near the time of Mr. Trump's visit to Tampa on February 18, 2005; CD/DVD (titled "Trump Tower Tampa") to the best of their abilities was received prior to signing their purchase agreements; "From the Desk of Donald J. Trump" regarding Trump Tower Tampa, to the best of their abilities was received prior to signing their purchase agreements; Marketing brochure titled "An Exclusive Opportunity – Trump Tower Tampa, A Donald J. Trump Signature Property" to the best of their abilities was received prior to signing their purchase agreements; Trump Tower Tampa, A Donald J. Trump Signature Property, publications called the "Views" received at various times, some of which were received prior to signing the purchase agreement based on the date of the publication. There are many other documents received prior to the signing of Plaintiffs' purchase agreement,

however, an inventory has not yet been completed and reviewed by Plaintiffs.

3. Identify and describe all documents that you received from either of the Defendants prior to your execution of the Agreement including, without limitation, (a) the date you received each document; and (b) the person from whom, and the method by which, you received each document.

RESPONSE:

Plaintiffs object because Interrogatory No. 3 is overbroad, burdensome, and vague, and further object pursuant to Federal Rules of Civil Procedure 26 (b)(2)(c), as this information can be obtained from a less burdensome source, specifically, a review of the documents produced in response to Defendant's First Request for Production and documents produced from the Defendant and non-parties. Subject to these objections, while Plaintiffs cannot be sure who sent them all the solicitation and marketing materials as such materials were sent to them via mail, given to them at the Trump Tower Tampa Sales Center, or received by other means, or the exact date received, generally, most if not all Plaintiffs received certain documents to the best of their abilities including such examples as follows: Invitation to join Donald J. Trump at the Trump Tower Tampa Sales Center, received prior to the event on February 18, 2005; the "Silver Book" (titled "Trump Tower Tampa – A Donald J. Trump Signature Property"), received at or near the time of Mr. Trump's visit to Tampa on February 18, 2005; CD/DVD (titled "Trump Tower Tampa") to the best of their abilities was received prior to signing their purchase agreements; "From the Desk of Donald J. Trump" regarding Trump Tower Tampa, to the best of their abilities was received prior to signing their purchase agreements; Marketing brochure titled "An Exclusive Opportunity – Trump Tower Tampa, A Donald J. Trump Signature Property" to the best of their abilities was received prior to signing their purchase agreements; Trump Tower Tampa, A Donald J. Trump Signature Property, publications called the "Views" received at various times, some of which were received prior to signing the purchase agreement based on the date of the publication. There are many other documents received prior to the signing of Plaintiffs' purchase agreement, however, an inventory has not yet been completed and reviewed by Plaintiffs.

4. Identify and describe each and every representation made by the Defendants which you contend in the Lawsuit are false or misleading.

RESPONSE:

Plaintiffs object because Interrogatory No. 4 is overbroad, burdensome, and vague, and further object pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a source that is less burdensome, specifically, the depositions of the individual Plaintiffs. Subject to these objections, the representations are memorialized in the marketing and other materials distributed by Defendants or their agents, representatives, or employees, the various media interviews given by Defendants including those set forth in Plaintiffs' Amended Complaint. Plaintiffs also identify to the best of their abilities those statements made by Mr. Trump during his Tampa visit on February 18, 2005, including those reported by the television media as well as those

statements reported by local newspapers at that time (*e.g.*, Tampa Bay Business Journal dated February 19, 2005, titled "Trump In Tampa: Wants to break ground in weeks;" Tampa Tribune dated February 19, 2005, Mr. Trump's question and answer interview with WFLA, News Channel 8, reporter Rod Carter; St. Pete Times, dated February 19, 2005, titled "Mogul holds court in Tampa"). Numerous other newspaper articles, marketing materials, and other documents were disseminated to the general public, some of which may have been read by the Plaintiffs to the best of their ability, (*see, e.g.*, documents produced to date from non-parties responsible for producing and distributing marketing materials), however, an inventory has not yet been completed and reviewed by Plaintiffs. See also production of news videos.

5. With respect to each and every representation which you identified in response to Interrogatory #4 above, describe (a) the date on which the representation was made to you or when you first became aware of the representation; (b) the person or entity who made the representation; (c) the method by which you received or became aware of the representation; and (d) the circumstances surrounding your receiving or becoming aware of the representation.

RESPONSE:

Plaintiffs object because Interrogatory No. 5 is overbroad, burdensome, and vague, and further object pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a source that is less burdensome, specifically, the depositions of the individual Plaintiffs and documents produced from the Defendant and non-parties. Subject to these objections, see responses to Interrogatories # 4 above and incorporate responses. To the best of Plaintiffs' abilities, the representations by Defendants, specifically Mr. Trump, are identified above and in the documents incorporated by reference. Defendants disseminated or caused to be disseminated to the general public information about the Trump Tower Tampa, beginning with the press release on January 10, 2005, at which point Defendants began marketing and soliciting buyers for the project, under the guise that Mr. Trump was a partner in the project in order to create an impression that Defendants had greater involvement than that which was defined by the Confidential Licensing Agreement, including the impression that Defendants were actually invested in the project. Each of the representations by Defendants, whether by Mr. Trump personally, during his February 18, 2005, visit to Tampa, or through his interviews with local media, or by others on his behalf, whether through marketing materials approved and disseminated to the public, or by other members of the Defendants' organization, were made with the specific intent to build the public's knowledge about Trump Tower Tampa and the belief that Mr. Trump (and his organization) was a partner in the project.

6. State your current profession.

RESPONSE:

This information will be supplemented as soon as possible. Plaintiffs will supplement these responses with a narrative for each named Plaintiff that provides, among other

things, their background, investment in Trump Tower Tampa, and other information prior to their scheduled depositions.

7. State all of your employers for the last twenty (20) years and describe the type of work performed for each employer. If you were self-employed, identify the time period when you were self-employed and the type of work you performed while you were self-employed.

RESPONSE:

Plaintiffs object because Interrogatory No. 7 is overbroad and vague, and further object pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a source that is less burdensome. Subject to these objections, Plaintiffs will supplement these responses with a narrative for each named Plaintiff that provides, among other things, their background, investment in Trump Tower Tampa, and other information prior to their scheduled depositions.

8. List all entities, partnerships or other organization in which you currently own, or have owned, an interest either directly or indirectly through one or more entities, over the last ten (10) years.

RESPONSE:

Plaintiffs object to Interrogatory No. 8 because it is overboard and seeks information outside the scope of permissible discovery. Moreover, the information can be obtained through less burdensome means, pursuant to Federal Rules of Civil Procedure 26 (b)(2)(c).

9. State the amount of any deposit that you paid for the purchase or reservation of the Unit which remains unreturned to you as of the date of these interrogatories.

RESPONSE:

See documents produced by Plaintiffs and Toni Everett Co. for copies of checks paid for the purchase and reservation, if applicable. See also response to Interrogatory No. 18.

10. State the name, address, and telephone number of any attorney who represented you, or from whom you sought any legal advice, in connection with your efforts to purchase a unit at the Property.

RESPONSE:

Plaintiffs object to Interrogatory No. 10 because it seeks information protected by the attorney-client privilege.

11. State the name, address and telephone number of any broker involved in your efforts to purchase a unit at the Property.

RESPONSE:

Plaintiffs object to Interrogatory No. 11 pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a less burdensome source, specifically, a review of the documents produced in response to Defendant's First Request for Production or documents produced by Toni Everett Company. Subject to these objections, Plaintiffs will supplement these responses with a narrative for each named Plaintiff that provides, among other things, their background, investment in Trump Tower Tampa, and other information prior to their scheduled depositions.

12. State the name, address, and telephone number of any person, other than your attorney, with whom you have communicated regarding the Property or this Lawsuit including, without limitation, friends, family members, and members of the media.

RESPONSE:

Plaintiffs object because Interrogatory No. 12 is overbroad and vague, and further object pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a source that is less burdensome. Subject to these objections, Plaintiffs will supplement these responses with a narrative for each named Plaintiff that provides, among other things, their background, investment in Trump Tower Tampa, and other information prior to their scheduled depositions.

13. Identify and describe all real property, other than your primary residence, owned or purchased by you, or by an entity in which you own an interest, in the last ten years. Your description should include, without limitation: (a) the date the property was purchased; (b) the date the property was sold, if applicable; (c) the purchase price for the property; (d) a description of the type of property purchased; and (e) a description of the purpose for which the property was bought (i.e., for investment, etc.).

RESPONSE:

Plaintiffs object to Interrogatory No. 13 because it is overbroad and seeks information outside the scope of permissible discovery. Moreover, the information can be obtained through less burdensome means, pursuant to Federal Rules of Civil Procedure 26 (b)(2)(c).

14. Identify and describe all lawsuits or arbitration proceedings in which you have been involved in the last ten years relating to any real property identified in Interrogatory #13 above. Your description should include, without limitation; (a) the case/arbitration style; (b) the case number; (c) the legal issues raised in the proceedings; (d) the date that the litigation or proceedings was initiated; (e) the date that the litigation or proceeding was terminated; and (f) the ultimate disposition of the proceeding.

RESPONSE:

Plaintiffs object to Interrogatory No. 14 because it is overboard and seeks information

outside the scope of permissible discovery. Moreover, the information can be obtained through less burdensome means, pursuant to Federal Rules of Civil Procedure 26 (b)(2)(c).

15. Identify any professional licenses you currently hold or have held over the last twenty years, including but not limited to, those licenses held as real estate broker, real estate broker-salesman, real estate salesman, escrow agent, escrow officer, mortgage agent, mortgage broker, mortgage banker, title agent, certified appraiser, licensed appraiser, certified public accountant, broker-dealer, investment advisor, tax advisor, financial planner, attorney, or any other professional license whatsoever.

RESPONSE:

Plaintiffs object because Interrogatory No. 15 is overbroad and vague, and further object pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a source that is less burdensome. Subject to these objections, Plaintiffs will supplement these responses with a narrative for each named Plaintiff that provides, among other things, their background, investment in Trump Tower Tampa, and other information prior to their scheduled depositions.

16. State whether (a) you received a copy of the Prospectus for the Property prior to your execution of the Agreement; and (b) whether an attorney reviewed a copy of the Prospectus on your behalf prior to your execution of the Agreement. If an attorney reviewed the Prospectus on your behalf, state the name, address and telephone number of the attorney.

RESPONSE:

Plaintiffs object to Interrogatory No. 16 as it seeks information protected by the attorney-client privilege. Plaintiffs did receive a copy of the Prospectus prior to or at the time of signing their Agreements.

17. State whether (a) you received a copy of the Property Report for the Property prior to you execution of the Agreement; and (b) whether an attorney reviewed a copy of the Property Report on your behalf prior to your execution of the Agreement. If an attorney reviewed the Property Report on your behalf, state the name, address, and telephone number of the attorney.

RESPONSE:

Plaintiffs object to Interrogatory No. 17 as it seeks information protected by the attorney-client privilege. Some Plaintiffs did receive a copy of the Property Report, while others did not. See documents produced by Toni Everett Co. for copies of signed receipts.

18. Describe the amount of damages you are seeking to recover from the Defendants in this Lawsuit. Your answer should include, but not be limited to, a full and complete (a) itemization of each and every component to your claim for damages; and (b) description of the

manner in which you have calculated the amount of your claimed damages.

RESPONSE:

Purchaser's Name	Total Damages	Purchaser's Name	Total Damages
Steven Aaron & Ilene Aaron	\$91,673.00	Integrated Properties, LLC	\$104,750.60
Adaja Properties, LLC	\$103,000.00	Jeff Italiano	\$95,601.60
Adaja Properties, LLC	\$180,000.00	Elaine Lucadano Thomas R. Warren	\$91,000.00
Chidi Ahanotu Dwight John Halligan	\$231,000.00	Ashley Moody, James S. Moody, III, Patricia Moody, Irma Moody Revocable Trust	\$92,000.00
Rudolph Alexander Martha Alexander	\$240,000.00	George Galiouridis, Terence Collins, Clifford Williams, & Logan Mitchell	\$129,100.00
Arroyo Holdings, LLC	\$122,500.00	Naik Family Limited Partnership	\$218,000.00
Thomas Bower	\$125,000.00	Kenneth Olipra	\$84,285.70
Thomas Bower	\$120,000.00	F. Blaine Panico	\$870,000.00
Allen Bridges	\$615,000.00	Alex Petro	\$190,000.00
Burge Holdings	\$83,212.50	Jim Pyne & TReal, LLC	\$93,702.00
Art P. Caruso Jill L. Caruso	\$140,000.00	Jim Pyne & TReal, LLD	\$96,513.00
Ken Dilger	\$82,703.20	Rosanna Schanne & John Robbins	\$75,599.90
Michael D. Dinkel	\$290,000.00	Lenard E. Rodgers & Gregory P. Rodgers	\$76,772.30
Vic Fangio	\$92,850.00	Patrick Rodgers & Cheri Rodgers Jaensch	\$76,089.60
Thomas Frederick	\$180,000.00	Sehwani Enterprises	\$110,000.00
Thomas Frederick	\$108,500.00	Joe Shultz & NLR, T LLC	\$148,200.00
James R. Frederick Deborah Frederick	\$103,300.00	Joe Shultz, Dennis Crum & Douglas J. Rhoten	\$245,000.00
Robert Gesemyer Benjamin Benvenuti	\$210,000.00	Tamboli Family Limited Partnership	\$240,000.00
Catherine Gouze	\$73,456.00	William S. Zwick	\$107,500.00
H2O Front Investments LLC	\$94,644.60		

19. Describe the basis of your claim that the Defendants made a series of fraudulent and negligent misrepresentations "in their efforts to convince the Plaintiffs to purchase units in [the Property]." (¶ 1.)

RESPONSE:

See specifically the response to Interrogatory # 5 and other responses incorporated by reference.

20. Describe the basis of your claim that the Defendants, "through marketing materials and public statements, held themselves out as true partners and joint developers of the project known as Trump Tower Tampa, a Condominium (the "Trump Tower"), to entice the Plaintiffs and others to purchase units in the Trump Tower." (¶2.)

RESPONSE:

See specifically the response to Interrogatory # 5 and other responses incorporated by reference.

21. Describe the basis of your claim that the Defendants were not "partners" in the Trump Tower (§ 3.)

RESPONSE:

Trump entered into a Confidential Licensing Agreement with SimDag and that document defines his actual participation and legal status in the Trump Tower Tampa.

22. Describe the basis of your claim that you purchased the Unit with the understanding that you were buying a Trump development. (§ 3.)

RESPONSE:

See specifically the response to Interrogatory # 5 and other responses incorporated by reference.

23. Describe the basis of your claim that the Property "was originally scheduled for completion no later than December 31, 2008." (§ 12.)

RESPONSE:

Plaintiffs object to Interrogatory No. 23 pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a less burdensome source, specifically, a review of the documents produced in response to Defendant's First Request for Production.

24. Identify and describe each and every representation made to you by the Defendants or SimDag that the Property would be completed no later than December 31, 2008.

RESPONSE:

Plaintiffs object to Interrogatory No. 24 pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a less burdensome source, specifically, a review of the documents produced in response to Defendant's First Request for Production.

25. Describe the basis of your claim that "the Defendants held themselves out as partners and joint developers of [the Property.]" (§ 13.)

RESPONSE:

Defendants used the word "partner" to describe their involvement in marketing literature distributed to potential purchasers, including Plaintiffs, or Defendants approved the use of the word "partner" to describe their involvement. Further, Defendants made statements to the media representing themselves as partners and claiming, among other things, to have an actual investment stake in the Trump Tower Tampa.

26. Describe the basis of your claim that "Defendants, acting within the scope of Section 718.103(16), Florida Statutes, and 15 U.S.C. § 1701(5), along with SimDag, marketed Trump Tower as "A Donald J. Trump Signature Property" and "A Development of Donald J. Trump and SimDag-RoBEL, LLC. " (§ 14.)

RESPONSE:

Defendants used "A Donald J. Trump Signature Property" and "A Development of Donald J. Trump and SimDag-RoBEL, LLC" in marketing literature distributed to potential purchasers, including Plaintiffs, or approved the use of same. As to the statutory references, Defendants' conduct meets the criteria under the cited provisions of the relevant statutes.

27. Describe the basis your claim that "the Defendants, acting within the scope of Section 718.103(16), Florida Statutes, and 15 U.S.C. § 1701(5), made numerous material representations through promotional materials, websites, and statements to media (both print and television media) that held themselves out as a developer and partner in the Trump Tower development and that the Defendants had a substantial financial stake in the development," (§ 17.)

RESPONSE:

As set forth above, Defendants either represented or approved representations that Defendants were actual partners in Trump Tower Tampa and those representations were included in marketing and promotional materials distributed to potential purchasers, including Plaintiffs. As to the statutory references, Defendants' conduct meets the criteria under the cited provisions of the relevant statutes.

28. Describe the basis of your claim that you relied on the Defendants' "material representations" when entering into the Agreement (§18.)

RESPONSE:

See specifically the response to Interrogatory # 5 and other responses incorporated by reference. Defendants' representations were meant to induce Plaintiffs and others similarly situated to purchase Units in Trump Tower Tampa. By falsely representing Trump's actual involvement, Defendants created an impression that Defendants had greater involvement than that which was defined by the Confidential Licensing

Agreement, including the impression that Defendants were actually invested in the project.

29. Describe the basis of your claim that "the Defendants participated in the development only through the licensing Of the `Trump' name" (§ 20)

RESPONSE:

Trump entered into a Confidential Licensing Agreement with SimDag, which defines his actual participation and legal status in the Trump Tower Tampa. The Confidential Licensing Agreement provides, in general, that Trump licensed his name and related marks for a fee.

30. Describe the basis of your claim that the Defendants offered to sell, directly sold, and advertised the sale of condominium units in the Trump Tower development." (§ 31)

RESPONSE:

Defendants approved, ratified, created or directly ordered marketing materials, literature, advertisements, promotional materials or other representations offering the Units for sale.

31. Describe the basis of your claim that "the participation and activities of [the Defendants] in relation to the marketing of the development and the luring of Plaintiffs as buyers of a condominium unit within the development make the Defendants ... responsible under ILSA as developers and/or as agents and/or as aiders and abettors of Trump Co." (§ 31)

RESPONSE:

Defendants' activities meet the definitional provisions of ILSA, which subject their involvement in the development and marketing of condominium sales to the proscription of ILSA.

32. Describe the basis of your claim that the Defendants have employed "a device, scheme, or artifice to defraud." (§ 34)

RESPONSE:

Plaintiffs' position with respect to its claims is set forth in previous answers. Defendants' representations were meant to induce Plaintiffs and others similarly situated to purchase Units in Trump Tower Tampa. By falsely representing Trump's actual involvement, Defendants created an impression that Defendants had greater involvement than that which was defined by the Confidential Licensing Agreement, including the impression that Defendants were actually invested in the project.

33. Describe the basis of your claim that the Defendants have "obtained money by means of an untrue statement of a material fact, or by an omission to state a material fact

necessary in order to make the statements made (in light of the circumstances in which they were made and within the context of the overall offer and sale or lease) not misleading, with respect to any information pertinent to the lot or subdivision." (¶ 34)

RESPONSE:

Plaintiffs' position with respect to Defendants' fraudulent and untrue statements are set forth in previous answers. Defendants were paid a licensing fee for use of their name and related marks pursuant to the Confidential Licensing Agreement. Plaintiffs paid hundreds of thousands of dollars as a result of Defendants' fraudulent and untrue statements, which were used by SimDag to, among other things, pay Defendants.

34. Describe the basis of your claim that the Defendants engaged "in a transaction, practice, or course of business which operates or would operate as fraud or deceit upon a purchaser." (¶ 34)

RESPONSE:

Defendants' representations were meant to induce Plaintiffs and others similarly situated to purchase Units in Trump Tower Tampa. By falsely representing Trump's actual involvement, Defendants created an impression that Defendants had greater involvement than that which was defined by the Confidential Licensing Agreement, including the impression that Defendants were actually invested in the project.

35. To the extent not stated in response to Interrogatories #32-34 above, describe the basis of your claim that the Defendants "have engaged in activities prohibits by ILSA." (¶ 34)

RESPONSE:

Plaintiffs incorporate by reference their answers to Interrogatories 26-34.

36. Describe the basis of your claim that "the roles and interests of the respective Defendants in connection with. Trump Tower development were, and are different than as represented by the Defendants," (¶ 37.)

RESPONSE:

Plaintiffs incorporate by reference their answers to Interrogatories 26-34.

37. Describe the basis of your claim that "the Defendants had no intention and/or ability to complete the Trump Tower and deliver the condominium units to the Plaintiffs by December 31, 2008." (¶ 37.)

RESPONSE:

Plaintiffs object to Interrogatory No. 2 pursuant to Federal Rules of Civil Procedure 26(b)(2)(c), as this information can be obtained from a less burdensome, however, specifically, a review of the documents procured in response to Defendant's First Request for Production and documents held by SimDag regarding the progress of the project.

EXHIBIT 12

Close Window

2/19/2005

Trump Fires Up Tampa Project With A Couple of Surprises

The Tampa Tribune

Billionaire developer Donald Trump came to Tampa on Friday night to open the sales center for his newest project, Trump Tower Tampa, and to deliver two surprises:

**By Dave Simanoff
The Tampa Tribune
February 19, 2005**

Tampa - Billionaire developer Donald Trump came to Tampa on Friday night to open the sales center for his newest project, Trump Tower Tampa, and to deliver two surprises:

First, he said nearly every condominium in the 52-story, 190-unit tower is reserved.

Second, his development group will donate \$100,000 to The Tampa Museum of Art.

"Maybe we'll just stay in Tampa," he joked after arriving with his new wife, Melania. "Who needs Palm Beach?"

Trump Tower Tampa, announced last month, will sit at the northwest corner of Ashley Drive and Brorein Street along the Hillsborough River. The \$220 million building promises to be Tampa's tallest. At 593 feet, it will be at least 10 feet taller than Bank of America Plaza and 100 North Tampa, the area's two tallest.

Construction is scheduled to begin in April or May, Trump said. Condos are expected to open to residents in 2007.

Trump Tower Tampa boasts some of the highest condominium prices seen in Tampa, with units starting at \$700,000 and running to more than \$6 million. Most units will cost \$1 million to \$2 million. Sizes range from 1,991 square feet to 6,150 square feet.

All but 2 percent of the condominiums have been reserved. The remaining units are spoken for, but the people making the reservations haven't fully paid deposits yet, said Toni Everett, head of The Toni Everett Co., the Tampa-based brokerage handling sales for Trump Tower Tampa.

Reservations, which are 10 percent of the sales price, are refundable. When construction begins, buyers will be asked to make nonrefundable down payments on their units.

There is a waiting list of potential buyers in case any of the people making reservations back out, Everett said.

Trump said many of the buyers are Tampa residents who plan to make Trump Tower Tampa their primary residence. He said some New Yorkers, including some athletes, have made reservations for condominiums.

"I think you're going to see a lot of Yankees living here," he said. "They certainly have the money."

Trump said he and his wife may buy a small unit.

Trump Tower Tampa bears Trump's name, but credit for the project falls mainly to SIMDAG, LLC, a local development group that has been planning a high-rise luxury condominium at the corner since January 2003.

The tower will be billed as a Donald J. Trump Signature Property because it represents a partnership between the Trump Organization and a local developer. The Trump Organization has similar partnerships with other development groups working on projects in Miami-Dade County's Sunny Isles Beach, Fort Lauderdale's beachfront and downtown Toronto.

→ Trump said his partnership with SIMDAG, LLC, is more than a licensing or marketing arrangement. He said he owns less than 50 percent of the project, which he called "a substantial stake" he wouldn't mind increasing.

SIMDAG partners were ecstatic to host Trump and show off their sales center. The center, in Suite 502 at 102 W. Whiting St. in downtown Tampa, opens to the public Monday.

Jody Simon, one of the managing partners of SIMDAG, LLC., said the response to Trump Tower Tampa exceeded his expectations. "It's overwhelming."

The donation to The Tampa Museum of Art will come in three phases: one-third now, one-third when workers reach the top floor of the new building, and the final one-third at the grand opening.

Museum backers are \$2 million shy of the \$46.5 million they need to start construction of a new museum. The total cost of the museum, designed by architect Rafael Vinoly, is approximately \$76 million.

Tampa Mayor Pam Iorio applauded the donation.

Trump Tower Tampa

Page 2 of 2

"It's wonderful that you have someone who's new to Tampa investing in our downtown and in our cultural institutions," she said.

Reporter Dave Simanoff can be reached at 813-259-7762.

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Close Window

EXHIBIT 13

Close Window

2/19/2005

Mogul Holds Court in Tampa

St. Petersburg Times

Developers say 98 percent of the luxury condos are reserved, and Donald Trump expects many to turn into sales.

Developers say 98 percent of the luxury condos are reserved, and Donald Trump expects many to turn into sales.

**By Kris Hundley and Jeff Harrington
St. Petersburg Times
February 19, 2005**

TAMPA - Real estate mogul Donald Trump swept into Tampa like a crown prince Friday, emerging from a black limousine wearing a black suit and royal purple tie with his new wife, Slovenian model Melania Knauss, at his side.

The New York billionaire came for what was supposed to be the sales launch of his namesake Trump Tower Tampa, a 52-story condominium complex in downtown Tampa in which he is partnered with local developers.

A harpist played as spirits flowed in a private reception for 50 VIPs. Among the invitees: Tampa Mayor Pam Iorio, cigar makers Carlos Fuente and Carlos Fuente Jr. and Kelly Perdew, recent winner of Trump's hit TV show, *The Apprentice*. In a tent outside, more than 600 invitees mingled, many of them wealthy residents who had plunked down \$100,000 or more to reserve a unit.

But even Trump joked there was little need for such a lavish affair to drum up sales.

More than 98 percent of the high-priced units have been reserved, the developers revealed Friday. There's a nearly equal number of backup reservations for the 190 units. And the developers pulled a construction permit Friday for the \$220-million project.

"We can't do much better than we're doing here," said Trump, who has a half-dozen residential projects under way in markets including as Chicago and Las Vegas. "I wish I could say it's 100 percent (reserved) but I'm getting modest in my old age."

Unlike a 92-story condo/hotel project in Chicago where Trump is sole owner, he placed his ownership in the Tampa project at less than 50 percent.

"But it's a substantial stake," he added. "I recently said I'd like to increase my stake but when they're selling that well they don't let you do that."

Trump said only three or four buyers in the Tampa project are from New York; more than 80 percent are local. Most of them, he predicted, will keep the units rather than sell after the project's completion for a quick profit.

"They're keepers," he said. "They want it as a home."

Among notables snapping up a condo or penthouse in Trump's high-rise: Tampa Bay Buccaneers defensive coordinator Monte Kiffin and several New York Yankees players, whom Trump and others declined to identify.

Trump's son, Donald Trump Jr., is taking a unit. And Trump and his new wife are likely to buy one of the units, said Trump, who was jetting on to Palm Beach for the weekend.

"We come down (to Tampa) to watch the (New York) Yankees," he said. "It'd be kind of a cool thing to do."

Indeed, during a news conference, Trump emphasized his longtime friendship with Yankees owner George Steinbrenner as a key reason he embraced the project, which promises to be the tallest building on Florida's west coast.

Before Trump's arrival at 5:45 p.m., there were signs Tampa was gearing up for a high-profile visitor. A section of Ashley Drive at Whiting Street was cordoned off during rush-hour traffic as 16 valet parkers stood sentry. Police on horseback and foot were joined by private security forces.

Simultaneous with Trump's visit, project backers unveiled a sales center for the project in an office building abutting the site at 111 S Ashley Drive.

The center included samples of the dark wood cabinets, granite countertops and marble baths available for buyers of the units, priced up to \$6-million. A 61-inch flat-screen TV ran a four-minute video loop, extolling luxury touches in other Trump projects. Browsers were given demonstrations of a wireless, touch-pad system that will give residents remote access to the Internet, a concierge, valet service and the restaurant downstairs.

"This redefines high-end condominium living for Tampa," Iorio said as she gazed at a 3-foot architectural model of the project.

The model cost nearly \$80,000 and the developers said the snazzy project launch party had exceeded budget. Patrick

Sheppard, one of the partners with the local development team, SIMDAG LLC, said, "We have indeed spent in the millions. But you'll be amazed how fast we go from here."

The developers expect to start signing sales contracts within four weeks. The contracts call for a 20 percent nonrefundable deposit compared to a 10 percent refundable deposit for reservations.

Typically, 25 to 60 percent of reservation holders drop out when a development goes to hard contract, Trump said, adding: "I'd be surprised if we lost any percent of reservations here. They really want the apartments."




Financing is expected to be announced within six weeks. Construction could begin any time, the partners said, taking three years to complete.

Jody Simon, a local partner with SIMDAG, called Trump Tower Tampa the first step in a radical downtown makeover that includes a long-envisioned riverwalk and \$54-million museum. During the party, Trump and his fellow developers pledged a combined \$100,000 for the Tampa Museum of Art, which has been scrambling for financing and a business plan.

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EXHIBIT 15






The Building

Tampa has a style all its own, a blend of enterprising spirit and multi-cult any other in Florida. Truly a city of opportunity, it is exactly the right place to build the Gulf Coast's first Trump Signature Property: Trump Tower Tampa.

Standing where the Hillsborough River meets the bay, this building will bring everything the world expects of my buildings. The architectural design is establishing a bold new landmark on the city skyline. Every residence with sweeping views of the water, and every detail – from the splendid finishes to unrivaled amenities – will reflect the exceptionally high standards that every building must satisfy.

I am proud to join SIMDAG - ROBEL, LLC, in presenting Trump Tower Tampa.



Donald J. Trump

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