

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

DONALD J. TRUMP,

Plaintiff,

-against-

MARY L. TRUMP, THE NEW YORK TIMES
COMPANY d/b/a *The New York Times*,
SUSANNE CRAIG, DAVID BARSTOW,
RUSSELL BUETTNER, JOHN DOES 1
THROUGH 10, and ABC CORPORATIONS 1
THROUGH 10.

Defendants.

Index Number:

Date Filed:

SUMMONS

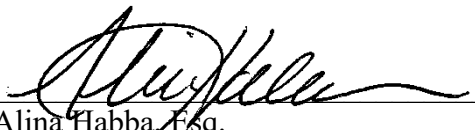
Dutchess County is
designated as Venue for Trial

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the Summons and Complaint of the plaintiff, a copy of which is hereby served upon you, and to serve copies of your answer on the undersigned attorneys for plaintiff, and upon all parties to the action, within twenty (20) days after service of this Summons and Complaint or thirty (30) days if not personally served within the State of New York, exclusive of the day of service.

In case of your failure to answer the Summons and Complaint of the plaintiff, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: September 21, 2021
New York, New York


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COMPLAINT

Plaintiff, Donald J. Trump, by and through his attorneys, Habba Madaio & Associates LLP, as and for causes of action against the above-named defendants (collectively, “Defendants”), alleges as follows:

INTRODUCTION

1. Donald J. Trump, the Forty-Fifth President of the United States, brings this action against Mary L. Trump, *The New York Times*, and its journalists, Susanne Craig, David Barstow and Russell Buettner, for their collective efforts in tortiously breaching and/or interfering with his contractual rights and otherwise maliciously conspiring against him. The defendants engaged in an insidious plot to obtain confidential and highly-sensitive records which they exploited for their own benefit and utilized as a means of falsely legitimizing their publicized works. The defendants’ actions were motivated by a personal vendetta and their desire to gain fame, notoriety, acclaim and a financial windfall and were further intended to advance their political agenda.

2. The brazenness of the defendants’ actions cannot be understated. A group of journalists with the *New York Times*, in the middle of an extensive crusade to obtain Donald J.

Trump's confidential tax records, relentlessly sought out his niece, Mary L. Trump, and convinced her to smuggle the records out of her attorney's office and turn them over to *The Times*. All the while, the parties knew full well that their actions were wrongful, as evidenced by their insistence on communicating through "burner" phones and *The Times* initial claims that the records were obtained from an "anonymous" source. *The Times* attempted to capitalize on their receipt of the confidential record through their publication of various news articles; Mary L. Trump eventually followed suit and, in an ill-conceived effort to profit from these same events, published a book revealing her as the source of the unauthorized disclosure and providing a detailed account of the defendants' wrongful conduct.

3. Donald J. Trump's public service to this great country aside, it is of paramount importance to note that he is a private citizen who is entitled to the same contractual rights, privileges and protections as any other person. Yet, the defendants, through their tortious conduct, sought to deprive him of these basic, inherent rights. As a result, the fruits of the defendants' illicit actions were unjustly and inequitably obtained and Donald J. Trump has suffered significant damages as a direct result of the defendants' tortious conduct. Therefore, Donald J. Trump demands judgment against the defendants, jointly and severally, as fully set forth herein.

THE PARTIES

4. Plaintiff, Donald J. Trump ("Plaintiff"), the Forty-Fifth President of the United States, is, as of the commencement of this action, a private citizen of the United States and a resident of the State of Florida in the County of Palm Beach.

5. Defendant, Mary L. Trump ("Mary Trump"), is a natural person over the age of eighteen and a resident of the State of New York.

6. Defendant, The New York Times Company d/b/a *The New York Times* (“*The Times*”), is a publicly traded New York corporation with its principal place of business at The New York Times Building, 620 Eighth Avenue, New York, New York.

7. Defendant, Susanne Craig (“Craig”), is a natural person over the age of eighteen, and is, and/or at all relevant times was, an employee, officer, director and/or agent of *The Times* as an investigative reporter.

8. Defendant, David Barstow (“Barstow”), is a natural person over the age of eighteen, and is, and/or at all relevant times was, an employee, officer, director and/or agent of *The Times* as a senior writer.

9. Defendant, Russell Buettner (“Buettner”) (collectively, with *The Times*, Craig, and Barstow, “*The Times Defendants*”), is a natural person over the age of eighteen, and is, and/or at all relevant times was, an employee, officer, director and/or agent of *The Times* as an investigative reporter.

10. At all times relevant hereto, the defendants, John Does 1 through 10, are fictitious names used to identify those individuals whose names are presently unknown to Plaintiff including, but not limited to, publishers, editors, journalists, reporters, writers, videographers, advisors, consultants, officers, managers, owners, principals, employees, agents and/or other duly authorized individuals who caused or contributed to the causes, incidents or events for which Plaintiff seeks damages, and/or are vicariously or otherwise liable for the acts, commissions, or other culpable conduct of those who did cause or contribute to the causes, incidents or events alleged herein.

11. At all times relevant hereto, the defendants, ABC Corporations 1 through 10, are corporate entities presently unidentifiable to Plaintiff, including, but not limited to, media outlets,

news stations, publication companies, and/or other duly authorized corporate entities or affiliates who caused or contributed to the incident or incidents for which Plaintiff seeks damages, and/or are vicariously and/or otherwise liable for the acts, commissions, or other culpable conduct of those who did cause or contribute to the causes, incidents, or events alleged herein.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this suit under N.Y. Const. Art. VI § § 7, 11 and N.Y. Jud. Law § 190(3) because Plaintiff's claims for damages are in excess of \$25,000.

13. This Court has personal jurisdiction over Defendants pursuant to CPLR § 301 because each Defendant is domiciled in the State of New York, has a principal place of business in the State of New York or is employed in the State of New York and/or because the causes of action alleged arise out of the State of New York.

14. Venue is proper in this county under CPLR § 503 because a substantial part of the events or omissions giving rise to the claims occurred here and/or at least one party is domiciled here.

STATEMENT OF FACTS

The Estate Actions

15. On June 25, 1999, Frederick C. Trump ("Fred Trump Sr."), the father of Plaintiff and grandfather of Mary Trump, passed away.

16. The will of Fred Trump Sr. was submitted for probate by his surviving children, Plaintiff, Robert Trump, and Maryanne Trump Barry (collectively, "Proponents") in the Queens County Surrogates Court under the caption Probate Proceeding, Will of Fred C. Trump a/k/a Frederick Christ Trump, Index No. 3949/1999 (the "1999 Probate Action").

17. On March 23, 2000, Mary Trump and her brother, Fred Trump III, filed objections to the 1999 Probate Action, arguing that Fred Trump Sr. did not have testamentary capacity at the time he executed the will and that his will was the product of undue influence and fraud.

18. In April 2000, Mary Trump, Fred Trump III, Linda Trump, and Lisa Trump commenced an action against Proponents in the Supreme Court of New York, Nassau County under the caption Linda C. Trump, et al. v. Donald J. Trump, et al., Index No. 6795/2000 (the “2000 Civil Action”), seeking equitable relief to compel Proponents to continue paying for their health care benefits, despite the fact that they did not work for Fred Trump Sr. or any of the Trump family businesses and in spite of the fact they had sued Proponents making numerous false and defamatory allegations against them.

19. On August 7, 2000, Mary Anne Trump, the mother of Plaintiff, grandmother of Mary Trump, and surviving spouse of Fred Trump, passed away.

20. The will of Mary Anne Trump was submitted for probate by Proponents in the Queens County Surrogates Court under the caption Probate Proceeding, Will of Mary Anne Trump, index no. ____/2001 (the “2001 Probate Action”) (collectively, with the 1999 Probate Action and the 2000 Civil Action, the “Estate Actions”).

21. Throughout the course of litigation of the 1999 Probate Action and the 2000 Civil Action, a vast amount of discovery was exchanged between the respective parties.

22. Pursuant to these discovery proceedings, Mary Trump and/or her attorneys, Farrell Fritz, P.C (“Farrell Fritz”), came into possession of more than 40,000 pages of highly sensitive, proprietary, private and confidential documents, including, but not limited to, financial documents, accountings, tax records, income tax returns, bank statements, legal documents and other related

documents pertaining to Plaintiff, Proponents, Fred Trump Sr. and their various businesses and endeavors (collectively, the “Confidential Records”).

The Settlement Agreement

23. On April 9, 2001, all parties involved in the Estate Actions, including Plaintiff and Mary Trump, executed an Agreement and Stipulation (the “Settlement Agreement”) which fully, finally and globally settled the Estate Actions.

24. In accordance with CPLR § 2104, the Settlement Agreement was in the form of a writing, was subscribed by all parties to the Estate Actions and/or their respective counsel, and was filed and entered in the appropriate courts.

25. The issue of confidentiality is a vital and material aspect of the Settlement Agreement.

26. The Settlement Agreement contains a section entitled “CONFIDENTIALITY & SEALING OF RECORDS” which spans five (5) pages in length and sets forth, in detail, the confidentiality and non-disclosure obligations that the parties thereto are bound by.

27. In particular, Paragraph 2 of the Settlement Agreement, “Confidentiality,” plainly states that, without the express consent of all three of Proponents – including Plaintiff – Defendant “shall not disclose any of the terms of [the Settlement Agreement], and in addition shall not directly or indirectly publish or cause to be published, any diary, memoir, letter, story, photograph, interview, article, essay, account, or description or depiction of any kind whatsoever, whether fictionalized or not, concerning their litigation or relationship with the ‘Proponents/Defendants’ or their litigation involving the Estate of FRED C. TRUMP, and the Estate of MARY ANNE TRUMP, or assist or provide information to others in connection therewith.”

28. The Settlement Agreement further states that “[a]s used in the preceding sentence, the terms ‘publish’ and ‘publication’ shall be deemed to include the presentation or reproduction of written, verbal or visual material in any communication medium, including, without limitation, books, magazines, newspapers, theatrical productions of any kinds, movies, television, or radio, or the use of the internet in any language and in any jurisdiction.”

29. The Settlement Agreement further affirms that “[a]ny violation of the terms of this Paragraph 2 shall constitute a material breach of this agreement.”

30. The Settlement Agreement further states that Proponents “will not have an adequate remedy at law in the event of any breach” of the confidentiality obligations of Paragraph 2 and that Proponents will “suffer irreparable damage and injury in the event of any such breach.”

31. Upon information and belief, the court records for the Estate Actions were sealed pursuant to court order.

32. Mary Trump received good, valuable, and adequate consideration for entering into the Settlement Agreement, including, but not limited to, a lucrative financial settlement, mutual releases, and mutual confidentiality obligations.

33. At all relevant times, Mary Trump was represented by legal counsel, Farrell Fritz, in connection with the Estate Actions.

The Times’ Publication of Plaintiff’s Personal Tax Returns

34. On September 23, 2016, Craig, an investigative journalist with *The Times*, came into possession of certain portions of Plaintiff’s personal and private tax records, including what were alleged to be the first pages of his New York, New Jersey, and Connecticut personal tax returns.

35. The private tax records were purportedly sent to Craig by an unidentified, anonymous source.

36. Shortly thereafter, on October 1, 2016, *The Times* published an article entitled “*Donald Trump Tax Records Show He Could Have Avoided Taxes for Nearly Two Decades, The Times Found*” (the “2016 Article”) which was printed the front page of *The Times* newspaper and circulated on its website.

37. The 2016 Article included photographic copies of what were alleged to be first pages of Plaintiff’s New York, New Jersey, and Connecticut tax returns.

Mary Trump’s Disclosure of Confidential Records to The Times

38. In mid-to-late 2017, upon information and belief, and as recounted in Mary Trump’s book, ‘*Too Much and Never Enough: How My Family Created the World’s Most Dangerous Man*,’ as well as in interviews, accounts and statements made by Mary Trump and/or *The Times* Defendants, Mary Trump was approached by Craig.

39. Craig, who had no prior relationship with Mary Trump, appeared at her home and attempted to speak with her about “a very important story about [the Trump] family finances.”

40. Mary Trump initially refused to speak with Craig, even going so far as to tell her “[i]t is so not cool that you’re showing up at my house” and further emphasizing, “I can’t talk to you.”

41. Despite her refusal, Craig persistently and relentlessly sought out Mary Trump in her pursuit of certain documents which she believed to be in Mary Trump’s possession.

42. In particular, Craig was seeking confidential documents that had been exchanged in the discovery proceedings of the Estate Actions, including, but not limited to, the Confidential Records.

43. Craig expressed to Mary Trump that she believed that these documents could help “rewrite the history of the President of the United States.”

44. Eventually, Mary Trump informed Craig that she would like to assist her but that she was no longer in possession of any documents relating to the Estate Actions.

45. Craig, aware that the documents had been derived from the litigation proceedings of the Estate Actions, directed Mary Trump to retrieve the documents from the office of her prior attorney for the Estate Actions, Farrell Fritz, and to “smuggle” them out.

46. At or around that time, Craig provided Mary Trump with a “burner” phone in an attempt to conceal their communications.

47. Upon information and belief, Craig chose to use a “burner” phone because she was aware that her and Mary’s actions were tortious, wrongful and/or unlawful in nature.

48. Over the course of the next several days or weeks, despite a warning from her prior attorney, Jack Barnosky, Esq., that she was not permitted to remove any documents pertaining to the Estate Actions, Mary Trump retrieved the Confidential Records from the office of Farrell Fritz.

49. Thereafter, in clear and blatant violation of the Settlement Agreement, Mary Trump turned over the Confidential Records to *The Times* Defendants.

50. At no time did Plaintiff authorize or consent to Mary Trump’s release of the Confidential Records.

51. At no time did either of the other Proponents, Robert Trump and Maryanne Trump Barry, authorize or consent to Mary Trump’s release of the Confidential Records.

52. At all relevant times, Mary Trump was aware that the Confidential Records would be relied upon by *The Times* Defendants in publishing a news article concerning confidential information protected by the Settlement Agreement.

53. Mary Trump's unauthorized disclosure of the Confidential Records to *The Times* Defendants constituted a material, substantial and blatant breach of the Settlement Agreement, specifically of the confidentiality clause contained in Paragraph 2.

54. At all relevant times, *The Times* Defendants were aware of the existence of the Settlement Agreement and the confidentiality provision contained therein.

55. At all relevant times, *The Times* Defendants had actual or constructive knowledge that Mary Trump was not authorized to disclose the Confidential Records to them.

56. At all relevant times, *The Times* Defendants were aware that Mary Trump's actions in turning over the Confidential Records to them and/or assisting them in publishing a news article focused on confidential information protected by the Settlement Agreement would constitute a violation of the Settlement Agreement.

57. *The Times* defendants have acknowledged on numerous occasions, in public statements, that they were aware of the tortious nature of their actions and the breach resulting from the unauthorized disclosure of the Confidential Records.

58. For example, at a speaking event held on October 2, 2019 entitled *Path to the Pulitzer: In Conversation with Susanne Craig*, Craig made the following statement:

"I can never say enough to thank people who come forward, how important they are. It's a scary thing to come forward, especially when you're dealing with taxes, **because usually if you're handing taxes over to *The New York Times* you're in legal jeopardy if you are in possession of them; either you've got some sort of arrangement with the President where you said you wouldn't, or if you're at the IRS it's a 'go to jail' card.**"

59. *The Times* Defendants knowingly and intentionally caused and/or induced Mary Trump into breaching the Settlement Agreement.

60. *The Times* Defendants were not merely passive recipients of the Confidential Records; rather, *The Times* Defendants obtained the Confidential Records as a result of their active participation in, inducement of, procurement of Mary Trump's breach of the Settlement Agreement.

61. *The Times* Defendants specifically intended for Mary Trump to breach the Settlement Agreement by providing the Confidential Records to them and/or assisting them in publishing a news article which widely disseminated confidential information protected by the Settlement Agreement.

62. *The Times* Defendants intentionally procured Mary Trump's breach of Paragraph 2 of the Settlement Agreement.

63. *The Times* Defendants were directly responsible for Mary Trump's breach of the Settlement Agreement.

64. For example, on February 26, 2021, in an appearance on a podcast episode of *The New Abnormal* by the *Daily Beast*, Mary Trump stated as follows:

Molly Jong-Fast: You were ultimately the source for the tax story.

Mary Trump: Yeah, um, I'm actually really proud of that. But I have to be honest with you, I didn't even remember I had [the Confidential Records]. It's entirely down to the brilliant Susanne Craig for, one, reminding me that I had them and, two, so effectively and tenaciously trying to convince – I mean it took her months before I did – so it's entirely down to her.

65. The actions of Mary Trump and *The Times* Defendant were motivated, at least in part, by their actual malice towards Plaintiff.

66. At all relevant times, each of *The Times* Defendants, Craig, Barstow, Buettner and *The Times*, were acting in concert with one another, provided substantial assistance to one another, substantially participated in the procurement of Mary Trump's breach of the Settlement Agreement, and were aware of the tortious actions of one another.

67. On October 2, 2018, *The Times* published an article, credited to Barstow, Craig and Buettner, entitled “*Trump Engaged in Suspect Tax Schemes as He Reaped Riches from His Father*” (the “2018 Article”).

68. The 2018 Article, which exceeds 40 pages and 13,000 words, was published as an eight-page feature of *The Times* newspaper and was also widely circulated through *The Times*’ website.

69. The 2018 Article acknowledges that it was “based on a vast trove of confidential tax returns and financial records” and that it “draws on tens of thousands of pages of confidential records,” confirming that *The Times* Defendants had actual knowledge that the Confidential Records were, in fact, confidential.

70. The 2018 Article is a scathing report which, in purported reliance on the Confidential Records, alleges, among other things, that Plaintiff “participated in dubious tax schemes during the 1990s, including instances of outright fraud.”

71. In addition, the 2018 Article contains numerous references, depictions descriptions and/or details of the relationship(s) of the parties to the Estate Action and/or the facts and circumstances underlying the litigation of the Estate Actions, and even includes overt references to confidential proceedings which were held pursuant to the Estate Actions, as illustrated, without limitation, by the following statements contained in the 2018 Article:

- a. “[i]n 1990, according to previously secret depositions, Mr. Trump tried to have his father’s will rewritten in a way that Fred Trump, alarmed and angered, feared could result in his empires being used to bail out his son’s failing business.”

- b. “As described by family members and associates in interviews and sworn testimony, theirs was an intimate, endless confederacy sealed by blood, shared secrets and a Hobbesian view of what it took to dominate and win.”
- c. “What happened next was described years later in sworn depositions by members of the Trump family during a dispute, later settled, over the inheritance of Fred Trump left to Fred Jr.’s children. These depositions, obtained by *The Times*, reveal something startling: Fred Trump believed that the document potentially put his life’s worth at risk.”
- d. “Years later, in his deposition during the dispute over Fred Trump’s estate, Robert Trump would say that All County actually saved Fred Trump money by negotiating better deals.”

72. The 2018 Article received a record-breaking amount of attention, garnering more views than any previous article in *The Times*’ history.

73. The stock price of *The Times* rose 7.4% during the week of the publication of the 2018 Article.

74. Barstow, Craig and/or Buettner made many media appearances after the publication of the 2018 Article, including, but not limited to, *The Rachel Maddow Show*, *CBS This Morning*, *Good Morning America*, *The Investigators with Diana Swain*, *CNN*, and *Fox News*.

75. As a direct and/or indirect result of the wrongful publication of the 2018 Article, *The Times* Defendants unjustly reaped significant personal, professional and/or business-related benefit(s), including, but not limited to, monetary gain, fame, acclaim, notoriety, inflated market valuation, increased revenue, and/or career advancement.

Publication of ‘Too Much and Never Enough’

76. On June 15, 2020, Mary Trump announced that she had signed a publishing deal with Simon & Schuster, Inc. and would be releasing a book entitled ‘*Too Much and Never Enough: How My Family Created the World’s Most Dangerous Man*’ (the “Book”) focusing on, among other things, her relationship with Plaintiff and other family members and the facts and circumstances underlying the Estate Actions.

77. The Book was initially scheduled to release on July 6, 2021, however the publisher, Simon & Schuster, announced that the release date was being moved to July 14, 2020 due to “high demand and extraordinary interest.”

78. On July 14, 2020, the Book was released.

79. In an attempt to drive interest and attention towards the Book, a photograph of Plaintiff’s face is prominently featured on its cover.

80. The Book contains a litany of alleged accounts, depictions, descriptions and/or details concerning her relationship with Plaintiff, the facts and circumstances underlying the Estate Actions, and other confidential information protected under the Settlement Agreement, including, but not limited to:

- a. The intra-family dispute regarding the distribution of Fred Trump’s will;
- b. Valuations regarding the assets in Fred Trump’s estate;
- c. Asset transfers between the parties to the Settlement Agreement;
- d. Confidential settlement discussions between the parties to the Settlement Agreement;
- e. The terms and contents of confidential and sealed court records, pleadings and sworn testimony.

f. The terms and contents of confidential documents exchanged through discovery proceedings in the Estate Actions;

81. Shockingly, the Book also contains a detailed retelling of the facts and circumstances underlying Mary Trump's unauthorized disclosure of the Confidential Records to *The Times* Defendants, which, as set forth herein, constituted a breach of the Settlement Agreement.

82. Plaintiff did not authorize or consent to the publication of the Book nor any of the statements made therein.

83. Neither of the other Proponents, Robert Trump, and Maryanne Trump Barry, authorized or consented to the publication of the Book nor any of the statements made therein.

84. Mary Trump's unauthorized disclosure, dissemination and publication of confidential information, as contained in the Book, constitutes a material breach of Paragraph 2 of the Settlement Agreement.

85. In connection with the release and promotion of the Book, Mary Trump made many media appearances, including, but not limited to, *The Rachel Maddow Show*, *The Beat with Ari Melber*, *This week with George Stephanopoulos*, *The View*, *Frontline*, *Cuomo Prime Time*, *Democracy Now*, *The Late Show with Stephen Colbert*, *CTV News*, *60 Minutes Australia*, UK's *Channel 4 News*, *Sky News*, *The Late Late Show*, and *The New Abnormal* by *The Daily Beast*.

86. In these appearances, Mary Trump made a vast number of statements relating to her personal relationship with Plaintiff and the facts and circumstances underlying the Estate Actions, and otherwise disclosed protected, confidential information, constituting a further breach of the Settlement Agreement.

87. Mary Trump also made numerous public statements displaying her blatant and wanton disregard for her confidentiality obligations under the Settlement Agreement.

88. For example, in an interview with George Stephanopoulos on July 15, 2020, the following exchange took place:

George Stephanopoulos: Part of the [Estate Actions] settlement was a non-disclosure agreement?

Mary Trump: Uh-huh.

George Stephanopoulos: Why do you feel today that it's not necessary to abide by that?

Mary Trump: There are a few reasons. One, some of those reasons are technical. And I'm not a lawyer, so I don't want to get into too much of that.

George Stephanopoulos: Your lawyers made those arguments. So you –

Mary Trump: They did. And they did brilliantly. And they're extraordinary. Ted Boutros, Anne Champion, they're extraordinary human beings and attorneys. But the technical stuff aside, **I didn't feel that the NDA mattered one way or the other because what I have to say is too important. And whether I had to publish this book on my own or suffer the consequences of a court battle, I didn't care.**

89. The Book sold 1.35 million copies within the first week after its release and was a #1 *New York Times* Best Seller.

90. Upon information and belief, Mary Trump received significant monetary compensation, including, but not limited to, monies received from her publisher, Simon & Schuster and other third parties, such as advances, net proceeds and royalties, monies received for media appearances, and other income relating to her publication of the Book.

91. As set forth herein, Plaintiff seeks actual, compensatory, restitutionary, punitive, incidental, and statutory damages from Defendants, jointly and severally, in addition to legal fees and costs.

FIRST CAUSE OF ACTION
Breach of Contract Against Mary Trump

92. Plaintiff repeats and each and every allegation in the preceding paragraphs as if set forth at length herein.

93. The Settlement Agreement is a valid, subsisting, and enforceable contract.

94. Plaintiff is a party to the Settlement Agreement and has, at all relevant times, fulfilled his obligations thereunder.

95. Mary Trump is a party to, obligated under, and bound by the terms of the Settlement Agreement.

96. Mary Trump, at all relevant times, has been bound by the confidentiality and non-disclosure obligations set forth in Paragraph 2 of the Settlement Agreement.

97. Mary Trump committed a material breach of the Settlement Agreement by disclosing, assisting and/or providing confidential information to *The Times* Defendant, including, but not limited to, the Confidential Records, which relate to, and were made accessible to her as a direct consequence of, the Estate Actions, and which were relied upon in the publication of the Article, without the prior consent or authorization of Plaintiff.

98. Mary Trump also committed a material breach of the Settlement Agreement by causing the Book, which contains detailed accounts and descriptions of her relationship with Plaintiff and the facts and circumstances underlying the Estate Actions, to be published without the prior consent or authorization of Plaintiff.

99. As a direct and proximate result of Mary Trump's breaches of the Settlement Agreement, Plaintiff has sustained, and will continue to sustain, significant damages in an amount to be determined at trial, but believed to be no less than One Hundred Million Dollars (\$100,000,000), in actual, compensatory and incidental damages, plus interests and the costs of this action.

100. In addition, Mary Trump wrongfully profited from her deliberate and opportunistic breach of the Settlement Agreement, further entitling Plaintiff to restitutionary damages in the form of profits, payments, compensation, advances, royalties and/or other monetary proceeds received by Mary Trump as result of the Book's publication.

SECOND CAUSE OF ACTION

Breach of the Implied Covenant of Good Faith and Fair Dealing Against Mary L. Trump

101. Plaintiff repeats and each and every allegation in the preceding paragraphs as if set forth at length herein.

102. Mary Trump owed Plaintiff a duty of good faith and fair dealing as implied in the terms of the Settlement Agreement.

103. In accordance with this duty, Mary Trump was obligated to refrain from engaging in any conduct that would destroy or injure Plaintiff's rights to the benefit of the Settlement Agreement, including the confidentiality provisions contained in Paragraph 2.

104. Mary Trump failed to deal with Plaintiff in good faith and instead conducted herself so as to intentionally and maliciously breach her confidentiality and non-disclosure obligations owed to Plaintiff through her unauthorized disclosure of confidential information protected under the Settlement Agreement, including, but not limited to, the Confidential Records.

105. In doing so, Mary Trump willfully and/or negligently breached her implied covenant of good faith and fair dealing.

106. As a direct and proximate result of Mary Trump's breaches of the implied covenant of good faith and fair dealing, Plaintiff has sustained, and will continue to sustain, significant damages in an amount to be determined at trial, but believed to be no less than One Hundred Million Dollars (\$100,000,000), in actual, compensatory and incidental damages, plus interests and the costs of this action.

107. In addition, Mary Trump wrongfully profited from her deliberate and opportunistic breach of the implied covenants contained in the Settlement Agreement, further entitling Plaintiff to restitutionary damages in the form of profits, payments, compensation, advances, royalties and/or other monetary proceeds received by Mary Trump as result of the Book's publication.

THIRD CAUSE OF ACTION
Unjust Enrichment Against Mary Trump

108. Plaintiff repeats and each and every allegation in the preceding paragraphs as if set forth at length herein.

109. Mary Trump intentionally and blatantly breached the clear and unambiguous confidentiality terms of the Settlement Agreement by causing the Book to be published.

110. As set forth herein, the Book contains numerous unauthorized disclosures of protected, confidential information in violation of Paragraph 2 of the Settlement Agreement.

111. In addition, the Book contains a detailed account of Mary Trump's unauthorized disclosure of the Confidential Records to *The Times* Defendants despite said actions having constituted a blatant breach of Paragraph 2 of the Settlement Agreement.

112. The above-stated breaches were marketed as one of the main selling points of the Book, including, without limitation, advertising that the Book contained confidential information about Plaintiff, the revelation that Mary Trump was the previously anonymous source for *The*

Times Defendants, and told the story behind her unauthorized disclosure of the Confidential Records to *The Times* Defendants.

113. Mary Trump's actions were intentional, calculated, and motivated by her desire to acquire fame, attention, notoriety and wealth.

114. In addition, Mary Trump's actions displayed wanton disregard for Plaintiff's rights under the Settlement Agreement.

115. Mary Trump received substantial compensation, advances, proceeds and/or profits as a direct result of her role in the publication, promotion and/or sale of the Book.

116. As a result of the foregoing, Mary Trump was unjustly enriched, at Plaintiff's expense, by virtue of her own wrongful actions.

117. It is against equity and good conscience to permit Mary Trump to retain such enrichment.

118. Therefore, Plaintiff is entitled to restitutionary damages in the form of profits, payments, compensation, advances, royalties and/or other monetary proceeds received by Mary Trump as result of the publication of the Book, in addition to compensatory, actual and/or incidental damage, plus interests and the costs of this action.

FOURTH CAUSE OF ACTION

Tortious Interference with Contract Against The Times Defendants

119. Plaintiff repeats and each and every allegation in the preceding paragraphs as if set forth at length herein.

120. At all relevant times, *The Times* Defendants knew of the existence and validity of the Settlement Agreement.

121. At all relevant times, *The Times* Defendants knew of the existence of Paragraph 2 of the Settlement Agreement setting forth the confidentiality obligations of the parties thereto.

122. At all relevant times, *The Times* Defendants knew that Mary Trump and Plaintiff are parties to the Settlement Agreement.

123. At all relevant times, *The Times* Defendants knew that, by virtue of being a party to the Settlement Agreement, Mary Trump had a duty to maintain the confidentiality of the Confidential Records.

124. At all relevant times, *The Times* Defendants knew that Mary Trump had a contractual obligation to keep confidential and not disclose or provide the Confidential Records to third parties or to otherwise assist in the publication of any information which is confidential under the Settlement Agreement.

125. At all relevant times, *The Times* Defendants knew that Mary Trump was not authorized by Plaintiff, or any of the Proponents, to disclose the Confidential Information to them or to assist in the publication of any confidential information.

126. Despite this knowledge, *The Times* Defendants relentlessly sought out Mary Trump and intentionally procured her breach of the Settlement Agreement, including, without limitation, inducing her into disclosing the Confidential Records to them and inducing her to assist them with the publication of the Article containing confidential information.

127. As a direct result of *The Times* Defendants' actions, Mary Trump breached Paragraph 2 of the Settlement Agreement.

128. But for the actions of *The Times* Defendants, Mary Trump would not have breached the Settlement Agreement.

129. *The Times* is vicariously liable, under the doctrine of *respondeat superior*, for the tortious acts of its employees, officers, directors and/or agents, Craig, Barstow and Buettner, because it authorized, supervised, directed, participated in, consented to, and/or ratified the

conduct, as described herein, of Craig, Barstow and Buettner and/or because the conduct of Craig, Barstow and Buettner, as described herein, occurred within the scope of their employment with *The Times*.

130. As a direct and proximate result of *The Times* Defendants' tortious interference with the Settlement Agreement, Plaintiff has sustained, and will continue to sustain, significant damages in an amount to be determined at trial, but believed to be no less than One Hundred Million Dollars (\$100,000,000), in actual, compensatory and incidental damages, plus interests and the costs of this action.

131. In addition, the actions of *The Times* Defendants were willful, wanton, outrageous, motivated by spite, malice and vindictiveness towards Plaintiff, in furtherance of a fraudulent purpose, and done in conscious and deliberate disregard for Plaintiff's rights, and therefore warrant the imposition of punitive damages.

FIFTH CAUSE OF ACTION

Aiding and Abetting Tortious Interference with Contract Against The Times Defendants

132. Plaintiff repeats and each and every allegation in the preceding paragraphs as if set forth at length herein.

133. As set forth herein, *The Times* Defendants tortiously interfered with the Settlement Agreement.

134. At all relevant times, each of *The Times* Defendants had actual knowledge of the underlying facts and the acts of tortious interference of the other *Times* Defendants.

135. Each of *The Times* Defendants aided and abetted the tortious interference committed by the other *Times* Defendants by providing substantial assistance and/or participating in the tortious acts committed by the other *Times* Defendants.

136. *The Times* is vicariously liable, under the doctrine of *respondeat superior*, for the tortious acts of its employees, officers, directors and/or agents, Craig, Barstow and Buettner, because it authorized, supervised, directed, participated in, consented to, and/or ratified the conduct, as described herein, of Craig, Barstow and Buettner and/or because the conduct of Craig, Barstow and Buettner, as described herein, occurred within the scope of their employment with *The Times*.

137. As a direct and proximate result of *The Times* Defendants' aiding and abetting tortious interference with the Settlement Agreement, Plaintiff has sustained, and will continue to sustain, significant damages in an amount to be determined at trial, but believed to be no less than One Hundred Million Dollars (\$100,000,000), in actual, compensatory and incidental damages, plus interests and the costs of this action.

SIXTH CAUSE OF ACTION
Unjust Enrichment Against The Times Defendants

138. Plaintiff repeats and each and every allegation in the preceding paragraphs as if set forth at length herein.

139. *The Times* Defendants engaged in wrongful acts, as set forth herein, whereby the *Times* Defendants intentionally, blatantly and tortiously interfered with Plaintiff's rights under the Settlement Agreement.

140. *The Times* Defendants actions were unconscionable, oppressive, and malicious and were motivated by their desire to injure Plaintiff.

141. *The Times* is vicariously liable, under the doctrine of *respondeat superior*, for the tortious acts of its employees, officers, directors and/or agents, Craig, Barstow and Buettner, because it authorized, supervised, directed, participated in, consented to, and/or ratified the conduct, as described herein, of Craig, Barstow and Buettner and/or because the conduct of Craig,

Barstow and Buettner, as described herein, occurred within the scope of their employment with *The Times*.

142. *The Times* Defendants received business, economic, reputational and other benefits, in addition to a significant financial windfall, as a direct result of their tortious conduct.

143. As a result of the foregoing, *The Times* Defendants were unjustly enriched, at Plaintiff's expense, by virtue of their own wrongful actions.

144. It is against equity and good conscience to permit *The Times* Defendants to retain such enrichment.

145. Therefore, Plaintiff is entitled to restitutionary damages in the form of profits, revenue, income, increase in business valuation, or other economic interests and/or monetary proceeds received or realized by *The Times* Defendants as a result of the publication of the 2018 Article, in addition to compensatory, actual and/or incidental damage, plus interests and the costs of this action.

SEVENTH CAUSE OF ACTION
Negligent Supervision and/or Retention Against The Times

146. Plaintiff repeats and each and every allegation in the preceding paragraphs as if set forth at length herein.

147. Craig, Barstow and Buettner are, and/or at all relevant times were, employees, officers, directors and/or agents of *The Times*.

148. *The Times* knew or should have known of the tortious propensities of Craig, Barstow and Buettner prior to the occurrence of their tortious conduct at issue herein.

149. For example, *The Times* was aware that Craig, Barstow and Buettner had a vendetta against Plaintiff and were willing to commit tortious acts in furtherance of their desire to harm

Plaintiff, as evidenced by their wrongful and improper publication of Plaintiff's personal and confidential tax returns in the 2016 Article.

150. Craig, Barstow and Buettner engaged in tortious conduct against Plaintiff on *The Times* property and/or using the property of *The Times*.

151. In the alternative to *The Times*' vicarious liability for the actions of Craig, Barstow and Buettner, as its employees, officers, directors and/or agents, *The Times* is liable for its negligent supervision and/or retention of Craig, Barstow and Buettner.

152. As a direct and proximate result of *The Times* negligent supervision and/or retention of Craig, Barstow and Buettner, Plaintiff has sustained, and will continue to sustain, significant damages in an amount to be determined at trial, but believed to be no less than One Hundred Million Dollars (\$100,000,000), in actual, compensatory and incidental damages, plus interests and the costs of this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Donald J. Trump, demands judgment against defendants, Mary L. Trump, The New York Times Company d/b/a *The New York Times*, Susanne Craig, David Barstow, Russell Buettner, John Does 1 through 10, and ABC Corporations 1 through 10, jointly and severally, as follows:

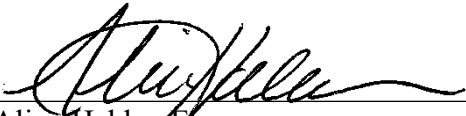
- (a) For an award of actual, compensatory, and incidental damages in an amount to be determined at trial, but believed to be no less than One Hundred Million Dollars (\$100,000,000);
- (b) For an award of punitive damages;

- (c) For an award of restitutionary damages in the form of profits, payments, compensation, advances, royalties and/or other monetary proceeds received by Mary Trump as a of the publication of the Book;
- (d) For an award of restitutionary damages in the form of profits, revenue, income, increase in business valuation, or other economic interests and/or monetary proceeds received or realized by *The Times* Defendants as a result of the publication of the 2018 Article;
- (e) For an award of interest, costs, expenses and attorneys' fees pursuant to statute; and
- (f) For such other relief as this Court may deem fair, equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all issues so triable.

DATED: September 21, 2021
New York, New York


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