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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

E. JEAN CARROLL,

Plaintiff,

v.

DONALD J. TRUMP, in his personal capacity,

Defendant.

Civil Action No.: 1:20-cv-7311-LAK-JLC

DECLARATION OF ALINA HABBA

I, Alina Habba, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am managing partner of the firm of Habba Madaio & Associates LLP, counsel for the defendant, President Donald J. Trump (“President Trump”), in the above-captioned matter (the “Action”). I submit this declaration in support the instant Motion for an Order recognizing the supersedeas bond obtained by President Trump in the amount of \$91,630,000.00, and to approve it as conforming to the requirements outlined in Fed. R. Civ. P. 62 to stay enforcement of the Judgment herein, to the extent that Judgment awards damages, pending appeal.

2. On February 8, 2024, this Court entered Judgment (Dkt. No. 285) awarding Plaintiff compensatory and punitive damages totaling \$83,300,000.00.

3. President Trump filed a Notice of Appeal on March 8, 2024.

4. Pursuant to Fed. R. Civ. P. 62, President Trump has obtained a supersedeas bond issued by Federal Insurance Company in the sum of \$91,630,000.00. A true and accurate copy of the supersedeas bond is annexed hereto as **Exhibit A**.

5. The Federal Rules of Civil Procedure provide for the posting of a bond or other security to stay execution on a judgment:

(a) Automatic Stay. Except as provided in Rule 62(c) and (d), execution on a judgment and proceedings to enforce it are stayed for 30 days after its entry, unless the court orders otherwise.

(b) Stay by Bond or Other Security. At any time after judgment is entered, a party may obtain a stay by providing a bond or other security. The stay takes effect when the court approves the bond or other security and remains in effect for the time specified in the bond or other security.

Fed. R. Civ. P. 62(a)-(b)

6. Approval of the bond by this Court is requisite to formalize the stay of enforcement, as the bond secures President Trump's monetary obligations under the Judgment and serves as a guarantee for the satisfaction of the same, should the appeal not prove meritorious.

7. President Trump respectfully requests that this Court recognize the supersedeas bond obtained by President Trump in the sum of \$91,630,000.00 and approve it as adequate and sufficient to stay the enforcement of the Judgment, to the extent that the Judgment awards damages, pending the ultimate disposition of President Trump's appeal.

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

Dated: March 8, 2024

Respectfully submitted,


Alma Habba, Esq.
HABBA MADAIO & ASSOCIATES LLP

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

E. JEAN CARROLL,

Plaintiff,

- against -

Bond No.: K41753183

Case No.: 1:20-cv-07311-LAK

DONALD J. TRUMP, in his personal capacity,

Defendant.

-----X

SUPERSEDEAS BOND

KNOW ALL BY THESE PRESENTS, that we, Defendant Donald J. Trump, as Principal ("Defendant" or "Principal"), and Federal Insurance Company, a corporation duly authorized to transact surety business in the State of New York, as surety ("Surety"), are held and firmly bound unto Plaintiff, E. Jean Carroll, as Obligee ("Plaintiff" or "Obligee"), in the maximum total amount of Ninety One Million Six Hundred Thirty Thousand and 00/100 U.S. Dollars (US\$91,630,000.00) (the "Maximum Penal Sum") for the payment of which, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, as set forth below (the "Bond").

WHEREAS, the Principal has petitioned, or will petition, the United States Court of Appeals for the Second Circuit (the "Court of Appeals") for an appeal of the judgment entered on February 8, 2024, in the above-captioned action pending in the United States District Court for the Southern District of New York (Document 285) (the "Judgment") (the "Appeal"), and desires to stay execution of the Judgment through the disposition of the Appeal by the Court of Appeals.

NOW, THEREFORE, the conditions of this obligation are such that if: (1) the Judgment is vacated or reversed upon the disposition of the Appeal by the Court of Appeals, or (2) the Appeal is withdrawn or dismissed and the Principal pays and satisfies the Judgment in full, including, if allowed by law, costs, interest, and attorneys' fees as may be awarded by the Court of Appeals or as a result of such withdrawal or dismissal, or (3) the Judgment is affirmed upon the disposition of the Appeal by the Court of Appeals and the Principal pays and satisfies the Judgment in full, including, if allowed by law, costs, interest, and attorneys' fees as may be awarded by the Court of Appeals or as a result of such affirmance, or (4) the Judgment is modified upon the disposition of the Appeal by the Court of Appeals and the Principal pays and satisfies the modified Judgment in full, including if allowed by law, costs, interest, and attorneys' fees as may be awarded by the Court of Appeals or as a result of such modification, then this Bond and the obligations hereunder shall be null, void, released, and discharged, otherwise this Bond shall remain in full force and effect subject to and conditioned upon the following terms and conditions:

Notwithstanding anything set forth in the Bond or the Judgment that is or may be construed to the contrary, the maximum liability of the Surety under this Bond shall not exceed the Maximum

Supersedeas Bond No. K41753183

Penal Sum set forth above less any amounts paid by or on behalf of the Principal to the Obligees under the Judgment or any modified Judgment regardless of the number of years this Bond is in force or the obligations of the Principal under the Judgment or any modified Judgment.

If payment is required to be made under this Bond by the Surety to the Obligees, such payment shall be made, provided that (a) the Principal has not fully satisfied his monetary obligations under the Judgment or any modified Judgment within thirty (30) calendar days following affirmance, modification, withdrawal, or dismissal of the Appeal, and (b) the Obligees or her counsel shall have notified the Surety, the Principal, and the Principal's counsel, in writing, that the Principal has failed to make such payment to the Obligees, in which event the Surety shall have thirty (30) calendar days from the Surety's receipt of such notice to issue payment under this Bond.

Any notice required to be given under this Bond shall be in writing and addressed as follows:

Principal:

Donald J. Trump
1100 South Ocean Boulevard
Palm Beach, Florida 33480

with a copy to:

Alina Habba, Esq.
Habba Madaio & Associates
112 West 34th Street, 17th & 18th Floor
New York, New York 10120

Surety:

Federal Insurance Company
Eastern Claim Service Center
600 Independence Parkway
Chesapeake, Virginia 23320
Attention: Surety Support
with a copy to: ecsc.claims@chubb.com

with a copy to:

Federal Insurance Company
202B Halls Mills Road
Whitehouse Station, New Jersey 08889
Attention: Surety Department

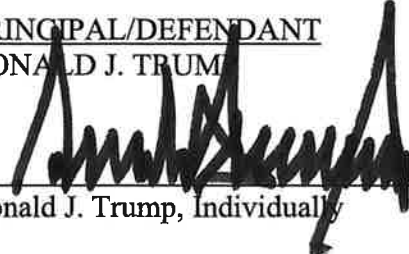
or to such other person and/or such other address as the Principal or Surety may hereafter advise the Obligees in writing.

Absent the affirmative, written consent of the Surety, which must be set forth in a Rider to this Bond signed by the Surety, this Bond only secures the Appeal identified herein and does not secure any further or subsequent appeal(s).

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee.

Signed and sealed by the Principal and Surety this 5th day of March, 2024.

PRINCIPAL/DEFENDANT
DONALD J. TRUMP


Donald J. Trump, Individually

SURETY
FEDERAL INSURANCE COMPANY

By: 

Print Name: Douglas Irvin
Its Attorney-in-Fact

COURT APPROVAL

This Bond is hereby approved as to its form and substance this ____ day of _____, 2024.

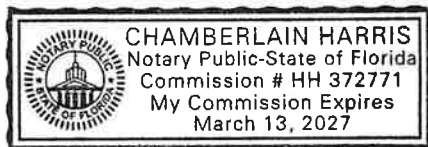
By: _____

ACKNOWLEDGMENT OF PRINCIPAL/DEFENDANT

State of Florida
County of Palm Beach ss.:

On this 5th day of March, 2024, before me personally appeared Donald J. Trump, to me known to be the individual who executed the above Supersedeas Bond as principal/defendant, and acknowledged the execution of said instrument to be the free and voluntary act and deed of said individual for the purposes, considerations, and uses therein set forth.

Chamberlain Harris
(Signature of Notary Public)



My commission expires March 13, 2027

ACKNOWLEDGMENT OF SURETY

State of New York
County of New York SS.:

On this 14th day of March, 2024, before me personally appeared Douglas P. Irvin, to me known to be an Attorney-in-Fact of Federal Insurance Company, the corporation described in and which executed the above Supersedeas Bond as surety, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes, considerations, and uses therein set forth, and on oath stated that the seal affixed to said Supersedeas Bond is the seal of said corporation, that it was duly affixed to said Supersedeas Bond, and that said Supersedeas Bond was duly executed by said corporation.

SECORA M. BRATHWAITE
Notary Public, State of New York
No. 01BR6401848
Qualified in Kings County
Commission Expires 12/16/2027

Secora M. Brathwaite

(Signature of Notary Public)

My commission expires 12/16/2027

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

E. JEAN CARROLL,

Plaintiff,

v.

DONALD J. TRUMP, in his personal capacity,

Defendant.

No. 20 Civ. 7311 (LAK) (JLC)

**[PROPOSED] ORDER APPROVING
SUPERSEDEAS BOND AND STAYING
EXECUTION OF JUDGMENT**

WHEREAS, on February 8, 2024, the Court entered Judgment (Dkt. No. 285) against Defendant Donald J. Trump (“Defendant”) awarding Plaintiff E. Jean Carroll (“Plaintiff”) compensatory and punitive damages in the sum of \$83,300,000.00;

WHEREAS on March 8, 2024, Defendant filed a Notice of Appeal of the Judgment, which is currently pending before the United States Court of Appeals for the Second Circuit;

WHEREAS Defendant obtained a supersedeas bond issued by Federal Insurance Company in the sum of \$91,630,000.00.

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The supersedeas bond posted by Defendant in the amount of \$91,630,000.00 as security for the Judgment entered on February 8, 2024, in this action, is **APPROVED**.
2. The supersedeas bond, issued by Federal Insurance Company, is deemed sufficient to stay execution of the Judgment to the extent that the Judgment awards damages pursuant to Fed. R. App. P. 8 and Fed. R. Civ. P. 62.
3. The bond shall be conditioned upon the performance of any Judgment or Order that may be entered against Defendant in the appellate proceedings.

4. Enforcement of the judgment entered by this Court on February 8, 2024, to the extent that the Judgment awards damages is **STAYED** pending the final disposition of the appeal by the United States Court of Appeals for the Second Circuit.

5. Defendant shall file a copy of the approved bond with the Clerk of the Court within 5 days of the date of this Order.

6. This stay is effective immediately upon the filing of the bond and shall remain in effect until the appeal is resolved or until further order of this Court.

IT IS SO ORDERED:

Dated: _____

HON. LEWIS A. KAPLAN
United States District Judge