



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
28 LIBERTY STREET
NEW YORK, NY 10005

April 4, 2024

Hon. Arthur Engoron
Supreme Court, New York County
60 Centre Street
New York, NY 10007

RE: *People v. Trump*, et al., No. 452564/2022

Dear Justice Engoron:

On behalf of the Office of the Attorney General (“OAG”), we write regarding the Monitorship Order entered March 21, 2024 (NYSCEF No. 1706). Specifically, we write to ask for two modifications to the Monitorship Order: *first*, we ask that the Monitorship Order be amended to explicitly authorize the Monitor to share information, *ex parte*, with any party; and *second*, we ask that the Monitor be directed to investigate certain issues surrounding the recent perjury plea by defendant Allen Weisselberg.

On the first issue, explicit authorization to share information on an *ex parte* basis, this would merely conform the post-trial Monitorship Order to the pre-trial Supplemental Monitorship Order entered on November 17, 2023 (NYSCEF No. 194). That earlier order provided that “The Monitor is authorized to engage in *ex parte* communications with the Court and any party.” *Id.* at 2. While the Monitorship Order does not preclude such communications, we believe that out of an abundance of caution, the provision should be added.

As to the second issue, on March 4, 2024, Allen Weisselberg pleaded guilty to two counts of Perjury in the First Degree for false statements made during a sworn deposition given before OAG in the investigation that preceded this action. In addition, as part of a plea agreement with the Manhattan District Attorney’s Office (“DANY”), Mr. Weisselberg also admitted to false statements made on October 10, 2023, during the trial held in this matter.¹ A copy of the Superior Court Information and Plea Agreement relating to Mr. Weisselberg’s guilty plea are attached at Tab A. Among the evidence cited as proof that Mr. Weisselberg lied when he testified at trial, the Criminal Court Complaint identifies an August 18, 2016, email between Mr. Weisselberg and a Trump Organization employee with the Trump Tower Declaration confirming the size of the triplex apartment:

¹ We note that having learned that Mr. Weisselberg gave false evidence, Defendants still have not taken any steps to fulfill their affirmative obligation to take “reasonable remedial measures including, if necessary, disclosure to the tribunal,” as provided for in Rule 3.3 of the Rules of Professional Conduct (22 NYCRR § 1200.25).

- c. On August 18, 2016, just two days after the August 16, 2016 Forbes email to Weisselberg questioning the triplex's size, TO employee #2 emailed Weisselberg the Triplex First Amendment, which detailed its size at 10,996 square feet, and the Trump Tower Declaration – Schedule B;

Mr. Weisselberg then asked another employee to verify that information:


- d. On or about August 18, 2016, TO employee #3, a subordinate of Weisselberg, was asked to review the Triplex First Amendment and Trump Tower Declaration – Schedule B and to perform calculations to verify the accuracy of the information contained in the Triplex First Amendment as it related to the size of Mr. Trump's triplex.

OAG has undertaken review of the files produced by Defendants in the investigation and this action and has not been able to identify the referenced communications.²

We have already raised multiple times the prospect that Defendants have withheld relevant and responsive information from OAG. *See, e.g.*, NYSCEF Nos. 182, 547 at 3, 1563, 1667 at 81-82, 1684 at 2 n.2. We therefore ask that the Monitor be tasked with reviewing the electronic files collected by Defendants, including those collected for production to DANY, to determine if the documents referenced in the Criminal Complaint were in the possession of the Trump Organization and if they were produced in either the underlying investigation or in the discovery in this action. And if they were not produced, the Monitor be authorized to determine why they were not produced. We would further ask that the Monitor be authorized to conduct this investigation and report back to the Court and OAG within two weeks.

We have attached a proposed Modification Order at Tab B.

Respectfully submitted,



Kevin Wallace
Senior Enforcement Counsel
Division of Economic Justice

² In addition, Paragraph 11 of the Criminal Court Complaint refers to a March 3, 2016 email between Mr. Weisselberg and a Managing Director at Trump International Realty regarding the triplex. It also appears that that email, with Mr. Weisselberg's response, was not produced, though a partial copy of the thread was scanned by Jeffrey McConney and saved as backup for the Statement of Financial Condition.

TAB A

SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

ALLEN WEISSELBERG,

Defendant.

Superior Court Information

No.

sci
70913-24

I, ALVIN L. BRAGG, JR., District Attorney for the County of New York, by this information, accuse the defendant of the crime of **PERJURY IN THE FIRST DEGREE**, in violation of Penal Law § 210.15, committed as follows:

The defendant, in the County of New York, on or about July 17, 2020, did swear falsely by intentionally making a false statement which he did not believe to be true, while giving testimony under oath that was material to the action, proceeding, and matter in which it was made, to wit:

The New York State Office of the Attorney General (“OAG”) was conducting an investigation into whether the Trump Organization and Donald J. Trump (“Mr. Trump”) misstated the value of Mr. Trump’s assets on his annual statements of financial condition (“SOFC”) and other documents in order to secure loans and insurance and to obtain other economic benefits (“the Investigation”). On July 16, 2020, in connection with the Investigation, the OAG called the defendant to appear as a witness and testify for a deposition. Having been administered an oath by a person authorized by law, the defendant swore that he would testify truthfully. On July 17, 2020, during a continuation of the deposition conducted by the OAG, the defendant acknowledged that he understood he was still under oath.

On July 17, 2020, in connection with questions about the size of Mr. Trump's triplex apartment as reflected on his annual SOFC, the defendant was asked the following questions by the OAG and gave the following answers:

Question: Have you advised any financial institutions that the 2015 statement of financial condition contains this error?

Defendant: Well, we didn't find out about the error until the Forbes article came out . . .

Whereas, in truth and in fact, as the defendant knew, that testimony was false, and the truth was that the defendant was informed that the triplex was 10,996 square feet—not 30,000 square feet—prior to the publication of the May 2017 Forbes article and before the finalization on March 10, 2017 of the 2016 SOFC, which valued the triplex based on the misstatement of 30,000 square feet. It was material to the OAG's investigation to identify when the defendant was informed of the correct square footage of the triplex in relation to the finalization of the 2016 SOFC on March 10, 2017.

SECOND COUNT:

I, ALVIN L. BRAGG, JR., District Attorney for the County of New York, by this information, accuse the defendant of the crime of **PERJURY IN THE FIRST DEGREE**, in violation of Penal Law § 210.15, committed as follows:

The defendant, in the County of New York, on or about July 17, 2020, did swear falsely by intentionally making a false statement which he did not believe to be true, while giving testimony under oath that was material to the action, proceeding, and matter in which it was made, to wit:

The OAG was conducting an investigation into whether the Trump Organization and Mr. Trump misstated the value of Mr. Trump's assets on his annual SOFCs and other documents in

order to secure loans and insurance and to obtain other economic benefits. On July 16, 2020, in connection with the Investigation, the OAG called the defendant to appear as a witness and testify for a deposition. Having been administered an oath by a person authorized by law, the defendant swore that he would testify truthfully. On July 17, 2020, during a continuation of the deposition conducted by the OAG, the defendant acknowledged that he understood he was still under oath.

On July 17, 2020, the defendant was asked the following question by the OAG and gave the following answer:

Question: Were you ever present when Mr. Trump described the size of the triplex?

Defendant: No.

Whereas, in truth and in fact, as the defendant knew, that testimony was false, and the truth was that the defendant was present on September 21, 2015 when Mr. Trump stated to a Forbes reporter that the size of his triplex was 33,000 square feet. It was material to the OAG's investigation whether Mr. Trump had mentioned in the presence of the defendant that the size of the triplex was greater than 10,996 square feet.

ALVIN L. BRAGG, JR.
District Attorney

**SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK**

THE PEOPLE OF THE STATE OF NEW YORK

-against-

ALLEN WEISSELBERG,

Defendant.

SUPERIOR COURT INFORMATION

**Alvin L. Bragg, Jr.
District Attorney
New York County
One Hogan Place
New York, New York 10013
(212) 335-9000**

NOTICE OF IMMIGRATION CONSEQUENCES

If you are not a United States citizen, a plea of guilty to any offense, a conviction by trial verdict, or a youthful offender adjudication subjects you to a risk that adverse consequences will be imposed on you by the United States immigration authorities, including, but not limited to, removal from the United States, exclusion from admission to the United States, and/or denial of naturalization. Because the immigration consequences applicable in your particular case may depend on factors such as your current immigration status, your length of residence in the United States, and your previous criminal history, you should consult with your attorney for advice specific to your circumstances.

The following are designated as deportable offenses under 8 U.S.C. § 1227(a)(2), and any non-citizen convicted of such an offense (within the meaning of 8 U.S.C. § 1101[a][48]) “shall, upon order of the Attorney General, be removed” (8 U.S.C. § 1227[a]), regardless of whether the offense is a felony, a misdemeanor, or any other offense under State law:

- any controlled substance or marihuana offense (other than a first offense involving possession for one’s own use of 30 grams or less of marihuana);
- any offense involving a firearm, any domestic violence offense or violation of an order of protection, any stalking offense or crime of child abuse, and failure to register as a sex offender;
- any offense designated an “aggravated felony” under 8 U.S.C. § 1101(a)(43), including, but not limited to: murder; rape; any controlled substance or firearm trafficking offense; bail jumping; burglary, robbery, receipt of stolen property, or any other theft-related offense or crime of violence for which a sentence of one year or more is imposed; or any offense involving money laundering of more than \$10,000 or fraud, deceit or tax evasion in which the loss to the victim(s) is more than \$10,000; and
- many other offenses described in 8 U.S.C. § 1227(a)(2).

In addition, if the offense constitutes an “aggravated felony,” or if you are not a lawful permanent resident of the United States (or have not been such for at least five years with at least seven years’ continuous residency) and the offense is any deportable offense, there will be additional consequences, including, but not limited to, your ineligibility for discretionary cancellation of removal by the Attorney General.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

ALLEN WEISSELBERG,

Defendant.

WAIVER OF INDICTMENT

SCI No.

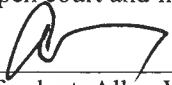
70913-24

I hereby waive indictment and consent to be prosecuted by a Superior Court Information charging the following offenses:

Offense:	Perjury in the First Degree (2 Counts)
Approximate Date:	July 17, 2020
Place:	New York County

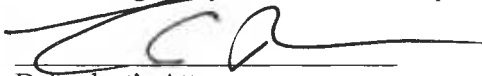
I am aware that: (a) under the Constitution of the State of New York, I have the right to be prosecuted by indictment filed by a grand jury; (b) I waive such right and consent to be prosecuted by Superior Court Information to be filed by the District Attorney; (c) the Superior Court Information to be filed by the District Attorney will charge the offenses named in this written waiver; and (d) the Superior Court Information to be filed by the District Attorney will have the same force and effect as an indictment filed by a grand jury.

Signed in open court and in the presence of my attorneys.



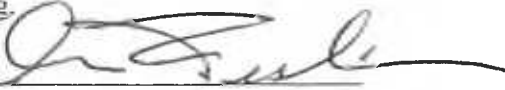
Defendant, Allen Weisselberg

This waiver was signed by the defendant in open court and in my presence.



Defendant's Attorney
Thomas Rotko


I, Alvin L. Bragg, Jr., the District Attorney of New York County, hereby consent to this waiver by Allen Weisselberg.

By 

Gary Fishman
Special Assistant District Attorney

This Court being satisfied that this waiver complies with the provisions of CPL § 195.10 and 195.20, it is **ORDERED** that this waiver is approved.

Date: March 4, 2024



Justice of the Supreme Court

HON. L. PETERSON

PLEA AGREEMENT

1. This is a plea agreement (“Agreement”) between the New York County District Attorney’s Office (“DANY”) and Allen Weisselberg (“Weisselberg”).
2. This memorandum constitutes the entire agreement between Weisselberg and DANY. This Agreement supersedes any prior promises, agreements, or conditions between the parties. No promises, agreements, or conditions have been entered into other than those set forth in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by both parties. The terms of this Agreement, which has previously been approved by the Court, will become effective immediately when signed by all signatories listed below. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
3. The Plea and Related Terms:
 - a. As set forth in more detail below, Weisselberg agrees to plead guilty to two counts of Perjury in the First Degree, a class D felony, in violation of Penal Law (“PL”) § 210.15, and will be sentenced by the Court to a definite sentence of 5 months jail.
 - b. On March 4, 2024 or on a date as soon as possible thereafter, Weisselberg shall surrender to an investigator employed by DANY on a felony complaint charging him with five counts of Perjury in the First Degree, a class D felony, in violation of PL § 210.15 (attached hereto, hereinafter the “Criminal Court Complaint”), and he shall appear to be arraigned in Criminal Court in New York County. At arraignment on the Criminal Court Complaint, DANY shall consent to Weisselberg’s release on his own recognizance, and Weisselberg shall waive speedy trial and the statute of limitations related to the Criminal Court Complaint and shall agree to adjourn the case forthwith to New York County Supreme Court, Part N, to appear in front of the Honorable Laurie Peterson, for disposition pursuant to a Superior Court Information (“SCI”).
 - c. Weisselberg agrees to waive prosecution by indictment and to plead guilty upon an SCI charging him with two counts of Perjury in the First Degree, a class D felony, in violation of PL § 210.15. DANY will recommend, and the Court will agree, to a definite sentence of 5 months jail.
 - d. Weisselberg understands that the sentence set forth in paragraph 3(c) takes into account any potential Violation of Probation under Indictment No. 1473/2021 resulting from this Agreement, and he will receive no additional jail time for any such violation.

- e. DANY will recommend, and the Court will agree, to adjourn sentencing for approximately 6 weeks after the date of Weisselberg's plea.
- f. Weisselberg understands that his guilty plea set forth in paragraph 3(c) relates to the conduct as alleged in the attached Criminal Court Complaint relating to two counts of his false sworn testimony on July 17, 2020.
- g. Weisselberg also admits and agrees that he committed the conduct as alleged in the attached Criminal Court Complaint relating to one count of his sworn false testimony on May 12, 2023 and two counts of his false sworn testimony on October 10, 2023.
- h. Weisselberg shall execute a written waiver of discovery under CPL § 245.20 and shall file such waiver with the Court. That waiver of discovery is not a condition of this plea, and Weisselberg's plea is in no way contingent upon him waiving discovery.
- i. Weisselberg is represented by his attorney, Thomas Rotko, and agrees that he has been advised by his attorney of, and understands, the nature of the charges against him, the elements of the offenses with which he is charged, and the range of permissible sentences, including a possible prison sentence of up to 3 ½ to 7 years.
- j. By pleading guilty, Weisselberg is giving up the following rights, which he has discussed with his attorney:
 - i. Weisselberg understands that by pleading guilty he is giving up his right to a trial by a 12-person jury drawn from a broad cross-section of the community.
 - ii. Weisselberg understands that by pleading guilty he is giving up his right to have the People produce witnesses to testify against him.
 - iii. Weisselberg understands that by pleading guilty he is giving up his right to have his attorney cross-examine any witnesses who may testify against him.
 - iv. Weisselberg understands that by pleading guilty he is giving up his right to have his attorney produce witnesses to testify for him.
 - v. Weisselberg understands that by pleading guilty he is giving up his right to remain silent and his right to either testify or not testify at trial.
 - vi. Weisselberg understands that by pleading guilty he is giving up his right to have the People prove his guilt beyond a reasonable doubt by a unanimous verdict of 12 jurors at trial.

- vii. Weisselberg understands that by pleading guilty his plea will operate just like a conviction of guilty after a trial.
 - viii. Weisselberg understands that by pleading guilty, if he has a defense to this charge, he is giving up his right to present that defense at trial.
 - ix. Further, in consideration for and as part of the Agreement in this matter, Weisselberg hereby waives and relinquishes his right to appeal from his plea of guilty and from any judgment of conviction. Weisselberg has been advised of his right to appeal, his right to be represented by an attorney on appeal, and his right to have an attorney assigned for him on appeal if he cannot afford one. It is Weisselberg's understanding and intention that this Agreement will be a complete and final disposition of the matter. Weisselberg makes this waiver knowingly and voluntarily after having been fully advised of his rights by the Court and having had a full and fair opportunity to discuss these matters with his attorney. At the time of his plea, Weisselberg shall execute a written waiver of appeal relinquishing these rights.
 - x. Also, in consideration for and as part of the Agreement in this matter, Weisselberg fully submits to the venue and/or jurisdiction of the New York County Courts in this matter and will not contest or challenge venue and/or jurisdiction at any time, including at plea, sentence or anytime thereafter. Weisselberg further hereby waives and relinquishes his right to appeal any issue of venue and/or jurisdiction.
 - xi. Weisselberg hereby agrees to enter a plea of guilty in accordance with the terms of the plea offer that has been made to him, having consulted with his attorney and having been advised of all of the rights listed above.
 - xii. Weisselberg has been advised of and understands that he is pleading guilty to a felony, and if he is found guilty of a second felony within 10 years for conduct committed after he is sentenced on the SCI, he will be sentenced to a State Correctional Facility as a Second Felony Offender for a maximum and minimum period of time.
 - k. Weisselberg has been advised and acknowledges that his willful failure to appear at any required court appearance is a violation of this Agreement, his case will move forward in his absence and he may be sentenced up to the maximum term of imprisonment authorized by law.
4. Weisselberg acknowledges that he has consulted with his attorney about the immigration consequences of his guilty plea, and he has been advised that if he is not a United States citizen, his guilty plea may subject him to immigration proceedings and removal or deportation from the United States. He understands that the immigration consequences

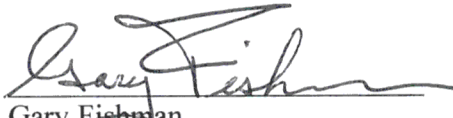
of his plea will be imposed in a separate proceeding before the immigration authorities. Weisselberg wishes to plead guilty to the charged offenses regardless of any immigration consequences of his guilty plea, even if his guilty plea will cause his removal from the United States. He understands that he is bound by his guilty plea regardless of any immigration consequences of the plea. Accordingly, Weisselberg waives any and all challenges to his guilty plea and sentence based on any immigration consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction, or sentence, based on any immigration consequences of his guilty plea.

5. Weisselberg understands that as part of this Agreement, DANY will not prosecute Weisselberg, except as set forth in paragraph 3(c), for additional crimes Weisselberg may have committed, if any, related to his employment at the Trump Organization as of the date of this Agreement. Weisselberg understands that nothing in this Agreement precludes DANY from prosecuting him for any crimes of violence.
6. This Agreement is limited to DANY and cannot bind other prosecuting offices or government agencies. Weisselberg understands these rights, and the terms and conditions of this Agreement, which he has read completely. Weisselberg's plea of guilty is given freely, voluntarily and knowingly. Weisselberg is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment that prevents him from understanding these proceedings here or from entering this plea knowingly, intelligently and voluntarily. Weisselberg's mind is clear and his judgment is sound.

Dated: New York, New York
March 4, 2024

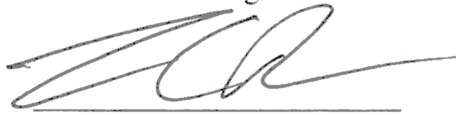
ALVIN L. BRAGG, JR.
District Attorney

By:


Gary Fishman
Special Assistant District Attorney

I have read the entire Agreement and discussed it with my attorney. I understand all of its terms, and I am entering into it knowingly and voluntarily, and have signed it in the presence of my counsel.


Allen Weisselberg


Thomas Rotko, Esq.
Attorney for Allen Weisselberg

CRIMINAL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

FELONY

-against-

ALLEN WEISSELBERG (M 76),

Defendant.

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

Senior Investigator Ryan Lemon, shield number 201, of the New York County District Attorney's Office ("DANY"), based upon his review of documentary evidence, transcripts, witness interviews, and conversations with DANY employees, states:

From on or about July 16, 2020, to on or about October 12, 2023, in New York County in the State of New York, the defendant, Allen Weisselberg, committed the offense of:

1. PL210.15 Perjury in the First Degree
(5 counts) (D felony)

In that the defendant swore falsely, and his false statements consisted of testimony, and is material to the action, proceeding or matter in which it is made.

The offenses were committed under these circumstances:

Summary

1. Beginning in 2019, pursuant to New York State Executive Law § 63(12), the New York State Attorney General ("OAG") began investigating whether the values of properties contained in Donald J. Trump's ("Mr. Trump") annual statement of financial condition ("SOFC") were being intentionally inflated (*In re: Financial Statements Investigation*) ("the Investigation"). It was material to the Investigation to identify who was responsible for assigning the inflated values to the properties. The defendant, Allen Weisselberg ("Weisselberg"), was the Chief Financial Officer ("CFO") of the Trump Organization ("TO") during the relevant period and intricately involved in assisting and overseeing the valuing of properties for the SOFCs from at least 2000 to 2021. In September 2022, the OAG filed an action, *People of the State of New York v. Donald J. Trump, et. al.* (Index. No. 452564/2022) ("the Proceeding"), which named Weisselberg as one of the defendants. The complaint alleges among other things that the defendants engaged in numerous acts of fraud and misrepresentation in the preparation of Mr. Trump's SOFCs for the years 2011 through 2021. In connection with these proceedings, a bench trial was commenced against Donald J. Trump, Trump Organization

LLC, Allen Weisselberg, and other named defendants on October 2, 2023 (“the OAG Trial”) before Justice Arthur Engoron in New York County Supreme Court.

2. Weisselberg intentionally swore falsely at depositions during the Investigation and Proceeding, as well as at the OAG Trial, as described below, and his false testimony was material to each respective OAG proceeding.

Summary of Perjury Committed on July 17, 2020 (2 Counts)

3. On July 17, 2020, Weisselberg gave sworn testimony during a deposition in the Investigation. This testimony was provided under oath and was transcribed. One of the properties of interest to the OAG investigation and discussed during the deposition was Mr. Trump’s triplex apartment, located in Trump Tower (“triplex”). In the years 2012 through 2016, Mr. Trump valued his triplex by assigning it a size of 30,000 square feet. In actuality, the triplex was only 10,996 square feet. This discrepancy had the effect of inflating its value in some years by more than \$200 million.

4. During Weisselberg’s testimony, he was repeatedly questioned about the triplex’s square footage. Weisselberg testified that the use of the 30,000 square foot number between 2012 and 2017 came from TO employee #1, and that Weisselberg was unaware the square footage was incorrect. Weisselberg claimed that he did not become aware that the 30,000 square foot number was incorrect until Forbes Magazine (“Forbes”) published an article in May 2017, which was titled, “Donald Trump Has Been Lying About The Size Of His Penthouse.” Specifically, Weisselberg stated “[w]ell, we didn’t find out about the error until the Forbes article came out.” The 2016 SOFC was finalized on March 10, 2017, and valued the triplex using 30,000 square feet.

5. Weisselberg, was aware that prior to finalizing the 2016 SOFC on March 10, 2017, the triplex was only 10,996 square feet, and he intentionally testified falsely that he first learned about its true size in May 2017. The following timeline demonstrates that Weisselberg was aware of the triplex’s true square footage well before finalizing the 2016 SOFC.

- a. On February 2, 2012, Weisselberg was copied on an email attaching the First Amendment to the Declaration of the Trump Tower Condominium, a condominium amendment signed by Mr. Trump and relating to his triplex (“Triplex First Amendment”), which indicated the triplex consisted of 6 apartments totaling 10,996 square feet;
- b. On August 16, 2016, a Forbes reporter emailed Weisselberg and aptly questioned whether Mr. Trump owned only certain apartments on the floors where his triplex is located and by implication called into question the size of the triplex;
- c. On August 18, 2016, just two days after the August 16, 2016 Forbes email to Weisselberg questioning the triplex’s size, TO employee #2 emailed Weisselberg the Triplex First Amendment, which detailed its size at 10,996 square feet, and the Trump Tower Declaration – Schedule B;

- d. On or about August 18, 2016, TO employee #3, a subordinate of Weisselberg, was asked to review the Triplex First Amendment and Trump Tower Declaration – Schedule B and to perform calculations to verify the accuracy of the information contained in the Triplex First Amendment as it related to the size of Mr. Trump’s triplex.
- e. On February 22, 2017, another Forbes reporter, emailed Weisselberg a list of valuations for Mr. Trump properties. On this list, Forbes identified the triplex as being 10,996 square feet for the first time and reduced its value from \$100 million in 2016 to \$64 million;
- f. Between March 3–6 of 2017, Forbes emailed TO’s counsel questions they had about Mr. Trump’s properties. One of the emails, forwarded to Weisselberg by TO counsel, identified that Forbes had specifically reviewed the Triplex First Amendment and again called into question the size of the triplex, stating that they believed the triplex is not “33,000 square feet” as Mr. Trump had previously “told Forbes,” but rather only 10,996 square feet. The Forbes reporter requested that the TO identify whether the Triplex First Amendment accurately depicted the triplex at 10,996 square feet. Based on this request, TO counsel directed TO employee #4, to speak with Weisselberg to see whether there was a need to challenge what Forbes had stated. In an email from TO employee #4 to TO counsel, TO employee #4 stated that they spoke with Weisselberg and that they should “leave it alone” (*i.e.*, the TO would not challenge Forbes’ view that the triplex was only 10,996 square feet). During an interview with TO employee #4, with DANY, TO employee #4 stated that they would not have written the email to TO’s counsel unless they had spoken directly with Weisselberg about the triplex.

6. During the OAG deposition, Weisselberg made an additional false statement relating to the triplex, denying when asked whether he had ever been present while Mr. Trump described the size of his triplex. In fact, Weisselberg, according to Forbes, was present for an audio recorded meeting on September 21, 2015, between Mr. Trump and Forbes reporters in the triplex, where Mr. Trump stated that the size of the triplex was “33,000 square feet.”

Summary of Perjury Committed on May 12, 2023 (1 Count)

7. On May 12, 2023, Weisselberg gave sworn testimony during a discovery deposition conducted by the OAG in the Proceeding. During the deposition, the OAG inquired as to Weisselberg’s and others’ involvement in valuing properties for the SOFCs. In response to this inquiry, Weisselberg intentionally swore falsely by denying his involvement in determining what numbers went into valuing properties for the SOFCs, and he did so regardless of whether the question called for a response relating to his involvement. For example, when Weisselberg was asked what he did with the SOFC after it was provided to him for his review, he responded by saying “I – I didn’t delve into the numbers.” When the questioner asked about TO employee #5 (the TO’s Assistant Vice President of Financial Operations) and their working relationship with TO employee #6 (the former TO Controller), rather than responding to the question,

Weisselberg stated “[s]o I relied on their numbers and whatever analysis they did. So I didn’t focus much on the numbers . . . and that was pretty much my involvement in the statement.” In addition to these statements, Weisselberg reiterated throughout the deposition his lack of involvement in assigning values to the properties in the SOFC.

8. These statements were false as Weisselberg was significantly involved in determining what methodology and numbers were used to value properties in the SOFCs. The evidence of the falsity includes Weisselberg’s own prior sworn deposition testimony in 2008 and 2020, which confirms that he was in fact responsible for valuing the properties in the SOFCs, including describing how he applied his methodology. In addition to Weisselberg’s own prior sworn testimony, TO employee #5—who worked directly with Weisselberg on the SOFCs from late 2015 through 2021—repeatedly stated in his sworn OAG depositions and trial testimony that Weisselberg worked on valuing properties and often instructed him on what metrics to use including assigning cap rates and providing TO employee #5 with comparable properties to value properties listed in the SOFCs. In addition, there are also emails from Weisselberg to TO employee #5 and TO employee #6 directing them to use certain comparable properties for valuing SOFC properties.

Summary of Perjury Committed on October 10, 2023 (2 Counts)

9. On October 10, 2023, the OAG called the defendant, Weisselberg, to testify as a witness at the OAG Trial. During the defendant’s trial testimony, the OAG inquired whether the reason Weisselberg did not respond to a Forbes reporter who emailed him in February 2017 that the triplex was 10,996 square feet was because by then, Weisselberg already knew that 10,996 square feet was the correct square footage. In response to this inquiry, Weisselberg intentionally swore falsely that his lack of a response was due to the fact that he was never focused on the triplex, and he did so intentionally even when the OAG’s questions did not call for a response relating to his focus on the triplex. For example, on October 10, 2023, Weisselberg was asked by the OAG, “As you sit here today, you don’t recall if you did anything or directed anyone to do anything in connection with correcting Forbes as to the square footage of the apartment in or about February of 2017, is that correct?” In response, Weisselberg said, “I never focused on the triplex, to be honest with you. . . . I [wasn’t] focused on Donald’s triplex at that time or -- it was part of other assets . . . so I didn’t really focus on it.” When the OAG asked Weisselberg whether he recalled discussing the triplex with TO employee #4, Weisselberg again offered that “he never focused on the apartment,” and that he “never thought about that apartment.”


10. These statements were false as Weisselberg clearly focused on the triplex and its valuation in relation to the SOFCs. Emails and conversations that took place between Weisselberg and Forbes reporters between 2012 and 2017 regarding what value Forbes should assign to the triplex indicate that Weisselberg in fact paid close attention to the triplex. For example, according to Forbes, in 2012, “Allen asked why we count large private estates for other billionaires and not Trump. He said we should be including his NY penthouse. He thinks it’s worth more [than] \$88m.” In 2013, a Forbes reporter memorialized that, “Now Allen says it’s worth \$200M, and there’s no debt.” In 2014, a Forbes reporter once again memorialized their conversation with Weisselberg regarding the triplex: “Now Allen says it’s \$163m with 0 debt.” “He is sending us sales records for One57”—a luxury apartment building nearby, which Trump’s

financial statements also referenced—“and then applying a per-square-foot rate, based on 30k sf.”

11. Additional evidence of Weisselberg’s focus on the triplex includes a March 3, 2016 email chain between Weisselberg and TO employee #7 (then Managing Director at Trump International Realty), in which TO employee #7 sends Weisselberg an email that is related to Mr. Trump’s triplex as it contains prices per square foot for what appears to be apartment units in non-Trump-owned buildings. TO employee #7 concludes their email with: “There aren’t many over 10,000 sqft apartment sold last year so please let me know the above info is sufficient for your search.” Weisselberg replied: “Thank you. This is very helpful,” and forwards the email to TO employee #6 who had responsibility for assisting in valuing the triplex for the SOFCs.

12. During the OAG Trial, Weisselberg made additional false statements relating to the triplex, denying he did anything to check the correct square footage of the apartment prior to the finalization of the 2016 SOFC. The OAG inquired whether Weisselberg did anything to check the correct square footage of the triplex in connection with receiving an email from a Forbes reporter containing the correct square footage in February 2017. Weisselberg falsely responded, “I didn’t personally.” The OAG also asked whether in 2016 or 2017 Weisselberg checked—or thought to check—the Triplex First Amendment, which contained the correct square footage of the triplex. In response, Weisselberg denied both that he checked or thought to check the Triplex First Amendment. Further, the OAG asked Weisselberg whether he did anything to check the correct square footage of the triplex, specifically before signing a representation letter to the TO’s accountants, Mazars, certifying the accuracy of the 2016 SOFC on March 10, 2017. Weisselberg again denied doing anything to check the correct square footage. Weisselberg knew that this testimony was false, and the truth was that he thought to check, and did in fact check, the Triplex First Amendment on or about August 18, 2016, when Weisselberg received it from TO employee #2 in an email. The August 18, 2016 email from TO employee #2 was sent only two days after a Forbes reporter emailed Weisselberg questioning the inflated size of the triplex and about six months before another Forbes reporter included the correct square footage of the apartment in an email in March 2017 that Weisselberg was forwarded.

False statements made herein are punishable as a class A Misdemeanor pursuant to Penal Law § 210.45.


Ryan Lemon

Dated: March 4, 2024
New York, New York

TAB B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

PEOPLE OF THE STATE OF NEW
YORK, by LETITIA JAMES,
Attorney General of the State of New
York,

Plaintiff,

-against-

DONALD J. TRUMP, *et al.*,

Defendants.

Index No. 452564/2022

[PROPOSED] ORDER

On November 14, 2022, the Court appointed the Honorable Barbara S. Jones (ret.) as Independent Monitor (“Monitor”) to monitor the Trump Organization’s financial disclosures to any third parties and any transfer(s) or dissipation of assets. (Dkt. Nos. 193 and 194).

On February 16, 2024, the Court issued a Decision and Order finding that Defendants violated New York State Executive Law § 63(12) and ordered the continued monitoring of Defendants’ financial and accounting practices and disclosures, including an enhanced role for the Monitor, for a period of no less than three years, as well as the appointment of an Independent Director of Compliance (“IDC”). (*See* Dkt. No. 1688 at 88-89).

On March 21, 2024 the Court issued a Monitorship Order (the “2024 Monitorship Order”) effectuating the enhanced role of the Monitor.

For the avoidance of doubt the 2024 Monitorship Order is modified to authorize the Monitor to share information and communicate with the Court and any party on an *ex parte* basis.

The 2024 Monitorship Order is further modified to authorize the Monitor to determine whether a March 3, 2016 email chain identified in filings by the New York County District Attorney related to Superior Court Information 70913-24, or any other materials, were not properly disclosed in response to subpoenas from the Office of the Attorney General.

Dated: New York, New York
April _____, 2024

Hon. Arthur Engoron, J.S.C.