

Faherty Opp. Affirmation

Exhibit # 1002

PX-1751

Index No. 452564/2022 (AFE)

SEPARATION AGREEMENT AND GENERAL RELEASE

The Trump Corporation, and/or its parents, subsidiaries, affiliates, and related entities (collectively, the "Company"), and Allen Weisselberg ("Employee") hereby enter into this agreement (this "Agreement") to end their employment relationship on the following basis:

1. Ending Date.

The Parties acknowledge and agree that Employee was placed on a leave as of October 1, 2022 and that the Company ended Employee's employment on December 30, 2022 (the "Ending Date").

2. Benefits.

Recognizing Employee's nearly fifty (50) year employment with the Company, and to assist in Employee's transition to retirement, in consideration of Employee executing and complying with this Agreement and in full settlement of any compensation or benefits to which Employee could claim to be entitled, and in exchange for the mutual promises, covenants, releases, and waivers set forth in this Agreement, the Company agrees to make severance payments to Employee, each in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), pursuant to the payment schedule attached hereto as Schedule 1. (hereinafter the "Benefits").

The right to the above Benefits shall not be extinguished by death of Employee. In the event of Employee death, such Benefits shall be payable to Employee's estate.

COBRA: If you elect to continue COBRA continuation of medical coverage, any such coverage shall be at Employee's expense without contribution from Company.

3. Employee Promises. In exchange for the Benefits provided in

Paragraph 2, Employee promises:

a. that through the Ending Date, Employee will work in good-faith to complete all assignments reasonably requested by the Company.

b. not to verbally or in writing disparage, criticize or denigrate the Company or any of its current or former entities, officers, directors, managers, employees, owners, or representatives.

c. that he has not filed, and will not hereafter file, any lawsuit, claims, or charges of any kind against the Company or any of its entities, officers, directors, managers, employees, owners, representatives, related entities, successors, and assigns, with any entity, state or federal court, agency or department, for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to the Ending Date.

d. that except for acts or testimony directly compelled by subpoena or other lawful process issued by a court of competent jurisdiction, he will not: (1) communicate with, provide information to, or otherwise cooperate in any way with any other person or

entity, including his counsel or other agents, having or claiming to have any adverse claims against the Company or any person or entity released by this Agreement, with regard to the adverse claim; or (2) take any action to induce, encourage, instigate, aid, abet or otherwise cause any other person or entity to bring or file a complaint, charge, lawsuit or other proceeding of any kind against the Company or any person or entity released by this Agreement.

e. not to disclose this Agreement or its terms and conditions to any third person, entity, or government organization, and that all such matters shall remain strictly confidential and shall not be disclosed or alluded to in any manner unless directly compelled by subpoena or other lawful process issued by a court of competent jurisdiction, other than to Employee's immediate family members, to his accountants, state and federal tax authorities, and his attorneys engaged to review this Agreement, and then only after informing those persons of this confidentiality provision and obtaining their agreement to follow it; and should Employee become aware of the possibility that the terms and fact of this Agreement may be disclosed as a result of subpoena or other legal compulsion, Employee is to immediately advise the Company's counsel, Alan Garten, Esq. (at 725 Fifth Avenue, New York, NY 10022), of such possibility so that the Company will be afforded a full opportunity to intervene, to object, and to take any other action necessary to protect the confidentiality of this Agreement.

f. to keep in the strictest confidence and trust all Proprietary Information, as defined below, and not to disclose, use or induce or assist in the use or disclosure of any Proprietary Information or rights pertaining to Proprietary Information, or anything related thereto, without the prior express written consent of the Company, unless such disclosure is induced as a result of subpoena or other legal compulsion, for which Employee is to immediately advise the Company's counsel, Alan Garten, Esq. (at 725 Fifth Avenue, New York, NY 10022), of such possibility so that the Company will be afforded a full opportunity to intervene, to object, and to take any other action necessary to protect the Proprietary Information.

g. not to allow or induce any third party to take, acquire any interest in or reproduce, either directly or indirectly, any Proprietary Information, as defined below, without the express written consent of the Company unless such disclosure is induced as a result of subpoena or other legal compulsion, for which Employee is to immediately advise the Company's counsel, Alan Garten, Esq. (at 725 Fifth Avenue, New York, NY 10022), of such possibility so that the Company will be afforded a full opportunity to intervene, to object, and to take any other action necessary to protect the Proprietary Information.

However, nothing in this Agreement shall be construed to prohibit Employee or his representative from filing a charge or complaint with, or participating in any investigation or proceeding conducted by, the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), or a comparable state or local agency. Notwithstanding the foregoing, Employee agrees to waive his right to recover monetary damages, compensation or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf.

4. Proprietary Information / Company Property. Proprietary Information includes, among other things, information, confidential information (including financial information), equipment, software, designs and documentation, customer proposal specifications and requirements, vendor lists, customer lists, pricing data, test data and documentation, letters of quotation, purchase orders, and manners and methods of doing business, which are unique to the Company, of commercial value or potential economic value to the business in which the Company is currently engaged. By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, data, know-how, negative know-how, improvements, discoveries, developments, designs, inventions, techniques, strategies, licenses, client lists, supplier lists, data processing programs, and any modifications or enhancements thereto, specifications, promotional ideas, employee terms of employment, (whether in written or physical or machine readable form) which are unique to the Company and are not a general management practice, which may be useful or have actual or potential economic value to the Company.

In addition, Employee will immediately return to the Company all files, software, passwords, records, credit cards, keys, laptops, mobile phones or other equipment and any other property or documents maintained by Employee for the Company's use or benefit, including Proprietary Information as defined above, and any other property which Employee received or prepared or helped to prepare in connection with his employment and which Employee has in his possession, custody or control.

5. General Release. Employee does hereby, for himself and his heirs, successors and assigns, release, acquit and forever discharge the Company, and its current and former officers, directors, board of directors, employees, agents, representatives, attorneys, insurers, parent corporations, subsidiary corporations, owners, executors, trustees, related and affiliated entities, assigns, successors and predecessors, and all persons acting by, through, under, or in concert with any of them (hereinafter "Releasees"), of and from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown (collectively, "Claims"), which he or his heirs may have against such persons or entities based on any actions or events which occurred prior to the Ending Date reflected in this Agreement, including but not limited to Claims based on or arising out of the employment of Employee by the Company or the termination of that employment, Claims that any Releasee has dealt with Employee unfairly or in bad faith, all Claims or causes of action that Employee may have with respect to breach of contract, implied or express; impairment of economic opportunity; intentional or negligent infliction of emotional distress; false arrest; assault; battery; false imprisonment; defamation; libel; slander; negligent termination; malicious prosecution; wrongful discharge; unpaid wages or gratuities; benefits; invasion of privacy; or any other tort, whether intentional or negligent; or any Claim or cause of action known or unknown under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Equal Pay Act; the Age Discrimination in Employment Act ("ADEA"); the Older Workers' Benefit Protection Act; the Genetic Information Nondiscrimination Act; the Fair Labor Standards Act ("FLSA"); the National Labor Relations Act; the Worker Adjustment Retraining and Notification Act; the Employment Retirement Income Security Act ("ERISA"); the Patient Protection and Affordable Care Act; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the Fair Credit Reporting Act; the Family and Medical Leave Act; the Civil

Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the New York Executive Law, the New York City Administrative Code, the New York Labor Law, New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Leave Law, and the New York City Fair Chance Act; any other New York statutes and regulations; all as amended and any other applicable federal, state or local statute or ordinance, and any and all other federal, state, and local laws, rules and regulations relating to, or arising from Employee's employment or otherwise prohibiting, without limitation, discrimination, retaliation, harassment, tortious or wrongful discharge, breach of an express or implied contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, defamation, misrepresentation or fraud. This Agreement covers Claims of which Employee currently may or may not have knowledge, but does not apply to the Company's obligations pursuant to this Agreement. The general release of claims excludes any Claims made under state workers' compensation or unemployment laws, Claims under ERISA for accrued and vested benefits under an employee benefit plan of the Company in accordance with the terms of such plan, Claims relating to rights and obligations arising out of this Agreement, and/or any Claims which cannot be waived by law.

Employee further understands and agrees that for the purpose of implementing a full and complete release and discharge of the Company, Employee expressly acknowledges that this Agreement and General Release is intended to include and does include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor against the Company or its officers, directors, managers, employees, representatives, related entities, successors and assigns, and that this Agreement expressly contemplates the extinguishment of all such Claims.

6. Cooperation / Indemnification. Employee also agrees to reasonably cooperate with the Company (or its parents, subsidiaries, affiliates or related entities) in good-faith, without any compensation other than that set forth in this Agreement, in connection with (a) promptly, fulsomely, and in good faith responding to the Company's requests for knowledge or information within Employee's possession following the Ending Date, and (b) any enforcement action or proceeding, investigation, subpoena, demand, review or other inquiry by any federal, state, foreign, or local regulatory or other authority, and in the defense and prosecution of any demand, claim, or action or proceeding, that is now in existence or may be brought in the future against or on behalf of any of the Releasees relating to events, occurrences, or omissions that may have occurred (or failed to have occurred) while Employee was employed by the Company. Employee's cooperation in connection with any such investigation, demand, claim, or action shall include, but not be limited to, being available when reasonably requested to (i) meet with the Releasees and their counsel in connection with discovery or pre-trial issues, and (ii) provide truthful testimony (including via affidavit, deposition, at trial, or otherwise) on behalf of Releasees, all without the requirement of being subpoenaed. The Company shall try to schedule Employee's cooperation pursuant to this Paragraph so as not to unduly interfere with Employee's other personal or professional pursuits.

The Company agrees to indemnify Employee for reasonable attorneys' fees and costs and reasonable expenses incurred by Employee in respect of any subpoena, action,

suit or proceeding brought, commenced, involving, or prosecuted against Company and/or Employee, to which Employee is currently or in the future made a party or a witness (an "Action"), if (1) such Action is reasonably related to actions taken by Employee in the course and scope of employment; and (2) Employee acted in good faith and in a manner Employee reasonably believed to be in or not opposed to the best interest of Company; and (3) with respect to any criminal action or proceeding, Employee had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, no expense for which indemnity shall be sought under this Agreement shall be incurred without prior consent of the Company, and the Company must approve the selection of Employee's counsel and counsel's billing and expenses, which approval shall not be unreasonably withheld. To the extent there is no direct conflict of interest and at the election of the Company, Employee shall be jointly represented by counsel for the Company in all matters subject to this provision.

Employee agrees to promptly notify the Company of any threatened, pending or completed action, suit or proceeding against or involving Employee which could reasonably be expected to give rise to the right by Employee to be indemnified under this Agreement. The Company shall not be liable to indemnify Employee for any amounts paid in settlement of any action, suit or proceeding without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed.

7. Applicable Law. This Agreement shall be interpreted under federal law if that law governs, and otherwise under the laws of the State of New York, without regard to its choice of law provisions.

8. Dispute Resolution. Any dispute regarding this Agreement will be decided through binding arbitration to take place in the County and State of New York under the JAMS Employment Arbitration Rules and Procedures. The current JAMS employment rules are available at www.jamsadr.com/rules-employment-arbitration. Arbitration is the exclusive remedy for such dispute and instead of any court or administrative action or jury trial, which both you and the Company expressly waive. All claims and disputes subject to this arbitration provision must be brought in each party's individual capacity, and not as a plaintiff, class representative, or class member in any purported class or representative proceeding. Once appointed, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding. All questions and disputes regarding arbitrability shall be determined in accordance with the Federal Arbitration Act, 9 U.S.C. Sections 1-16, and the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Dispute Resolution provision.

9. Consultation with Counsel. Employee understands that he is waiving legal rights by signing this Agreement, and has consulted with an attorney and/or other persons to the full extent he wanted to do so before signing this Agreement.

10. Severability. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction (or arbitrator) that provision shall be modified and the rest enforced; and if any provision cannot be modified

to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

11. Complete Agreement. This Agreement contains all of the terms, promises, representations and understandings made between the parties, and it supersedes any previous representations, understandings or agreements, concerning the subject matter of this Agreement, except that any prior arbitration agreement or agreement protecting the Company's confidential or proprietary information, or trade secrets, shall remain in full force and effect.

12. Consideration Period. Employee understands that he has been given a period of twenty-one (21) days from receipt of this Agreement to review and consider this Agreement before signing it. Employee further understands that he may use as much of this twenty-one (21) day period as he wishes prior to signing.

13. Revocation Period. Employee may revoke this Agreement within seven (7) days of his signing it. Revocation can be made by delivering a written notice of revocation to the representative for the Company, Deirdre Rosen, 725 Fifth Avenue, New York, NY 10022. For the revocation to be effective such written notice of revocation must be received by Ms. Rosen at her office no later than the close of business on the seventh (7th) day after Employee signs this Agreement. If Employee revokes this Agreement, it shall not be effective or enforceable and Employee will not receive the benefits described in this Agreement.

ACCEPTED & AGREED:

THE TRUMP CORPORATION

By: 

Its: Executive Vice President

[Signature]

1/12/23

[Date]

ALLEN WEISSELBERG



[Signature]

1/9/23

[Date]

SCHEDULE 1

Severance Payments

| <u>Payment</u> | <u>Payment Due Date</u> |
|-----------------------|--------------------------------|
| 1 | March 31, 2023 |
| 2 | June 30, 2023 |
| 3 | September 30, 2023 |
| 4 | December 31, 2023 |
| 5 | March 31, 2024 |
| 6 | June 30, 2024 |
| 7 | September 30, 2024 |
| 8 | December 31, 2024 |