

VENUE

5. Venue is proper pursuant to Rule 4:3-2 because Plaintiff resides in Middlesex County.

FACTS COMMON TO ALL COUNTS

6. Plaintiff Alice Bianco began employment as a server at Trump National Golf Club in Bedminster New Jersey on May 12, 2021, when she was 21 years old.

7. Trump National Golf Club is owned by defendant LLC Lamington Farm Club.

8. Soon after she began work, Pavel Melichar, the food and beverage manager, began to sexually harass Plaintiff.

9. Mr. Melichar, who is in his mid-50's, gave Plaintiff very short uniform skirts to wear. He also presented Ms. Bianco with a bottle of Remy Martin claiming it was a "birthday present" a few weeks after she began employment with defendant.

10. Shortly thereafter, Melichar called Plaintiff into his office and told her that he would "protect her," asking "what she was going to do for him" as he forcibly kissed her.

11. After the unwelcome kiss, Melichar began to repeatedly tell Plaintiff to come to his office. Plaintiff attempted to avoid his advances, telling him that she would come in later and then "forget" or she would ask friends to call her while she was in his office to interrupt his advances.

12. Sometimes Melichar insisted that Plaintiff sit on his couch and stopped her from picking up her phone when it rang. On other times he told her to answer but to say "I'm busy."

13. Melichar had control over Plaintiff's workplace, and made it clear to her that he could make her life easy or hard.

14. In or about May 2021, Melichar began to require Plaintiff to engage in sex as a *quid pro quo* for continued employment and “protection”, as he called it.

15. Melichar told Plaintiff that he could do what he wanted because he “runs this place.” He also showed Plaintiff videos of Donald Trump praising him, indicating his closeness to Donald Trump, so that she knew he was powerful.

16. From May to July 2021 this *quid pro quo* sexual harassment continued.

17. In July, Plaintiff learned that a close friend had committed suicide. Plaintiff took a week off to go to Alabama for the funeral. When she returned to work, Plaintiff told Mr. Melichar that she appreciated the week off. He replied, “what are you going to do for me?” and pulled her face towards his. Plaintiff could not take his forced sexual assaults any longer and pulled away saying: “I don’t want you! I never wanted you! Get away from me!” Mr. Melichar coldly told her to go to work. Melichar immediately began retaliating against her, giving Plaintiff unfair job assignments and allowing his henchmen to abuse her and steal her tips.

18. In July, Plaintiff learned that another female worker at Trump National Golf Club was planning to complain in writing about Mr. Melichar’s sexual harassment. Plaintiff told her co-worker about the harassment she had also endured. Her co-worker wrote a letter the co-worker said she would give to a member of Donald Trump’s personal staff. The letter was dated July 19, 2021.

19. Plaintiff’s coworker’s letter described a toxic and sexist work environment, stating in part, “I am asking for your support in taking action against some of the issues that have been reoccurring. A few of my concerns are that as a result of poor managing from higher management, there has been multiple occurrences of sexual harassment from Pavel Melichar,

as well as this job has become a hostile work environment, *Pavel has forced a female server to perform sexual actions with him*, and covering it up by stating that he was protecting her, while paying her and giving her gifts to remain silent. Not only this, Pavel [Melichar] makes many of the other female servers feel uncomfortable due to comments about their appearances. I have presented many of these issues, along with others to Pavel [Melichar] and Dave Schutzenhofer [the General Manager of the club], and little to no action has been taken.” (Italics added).

20. Soon after the letter was delivered, a Trump Human Resources Officer called Plaintiff. Plaintiff decided to get legal counsel and hired an experienced employment lawyer.

21. Soon after, on July 28th, 2021, Alina Habba [married surname Reuben], a lawyer who is a member of the club, approached Plaintiff while she was serving during a morning shift on the patio in the clubhouse. Ms. Bianco had waited on Ms. Habba at the club before, so she knew her. She also had seen Ms. Habba sit with Donald Trump at dinner at the club on a number of occasions.

22. Ms. Habba told Plaintiff that she “had heard” about what was going on and wanted to “help her”. Ms. Habba acted as if Ms. Bianco was her friend and that she [Habba] was very concerned about Plaintiff. Plaintiff told Ms. Habba the name of her lawyer. Rather than comply with the Rules of Professional Conduct (“R.P.C”), specifically the prohibition on communicating with a person who is represented by counsel about the subject of the representation while actively working on behalf of the interests of an adverse party. Habba encouraged Plaintiff to fire her lawyer, saying: “you know you can fire [Plaintiff’s lawyer at the time], right?”

23. Ms. Habba claimed to be completely “neutral”, told Plaintiff that she would “help her,” and asked for Ms. Bianco’s phone number.

24. Ms. Habba texted Plaintiff for the first time later that afternoon, saying, “Hi love! Its Alina I wanted to check on u.” Habba then gave Plaintiff the address of her law firm and texted her heart emojis.

25. Later that same day, Ms. Habba texted Plaintiff a disparaging post about Ms. Bianco’s attorney. Under the link Ms. Habba wrote, “Is this the guy? Be careful.” Plaintiff responded, “Omg ur so quick I literally didn’t even think to look this up.”

26. Ms. Habba fomented distrust between Plaintiff and her lawyer, advising Ms. Bianco that she should simply ignore her lawyers’ texts, emails and calls. Ultimately Plaintiff’s relationship with her attorney was poisoned and she was left with no legal representation, as Ms. Habba wanted.

27. On August 5, 2021, Ms. Habba called Plaintiff during her shift asking to see her on her break. When Plaintiff explained that they didn't get breaks, they only got a 15-minute lunch break in a 16-hour shift, Ms. Habba told Ms. Bianco to meet in Ms. Habba’s car in the parking lot. Ms. Habba, indicating her power at the defendant club, told Plaintiff that she would talk to David Schutzenhofer, the General Manager of the Bedminster Club, if Plaintiff got in trouble for leaving the club during her shift.

28. On August 5th, 2021, Ms. Bianco and Ms. Habba met in Ms. Habba’s matte black G-wagon in the parking lot of the Trump Bedminster club. Before the meeting Ms. Habba texted Plaintiff, “I’m on my way. I’ll meet you in the parking lot. Just find my car”.

29. When they met in the Ms. Habba’s car, Habba knew all about Plaintiff’s claims and alluded to facts that could be used to publicly embarrass Plaintiff, saying “you don’t want to

go public with this, I've been raped, I can help you, I can protect you." Ms. Habba told Plaintiff that "attorneys want to take control from you" and that "with your past- maybe you can get [a paltry sum]." Ms. Habba said that all Ms. Bianco would have to do was sign a "simple" NDA and Habba would make sure that Plaintiff was "protected". There was never any indication that Ms. Habba attempted to negotiate on behalf of Ms. Bianco beyond the original paltry sum that Ms. Habba suggested from the beginning.

30. On August 6, 2021, Plaintiff texted Ms. Habba, "hii! I'm at work rn I just wanted to update you I did exactly what you said nothing lmfaoo and the lawyer texted me this morning and fired me?? LMFAO I don't get it but whatever." Ms. Habba texted back, "Ok in mtg!." Later that night Habba texted Ms. Bianco a video of Ms. Bianco singing on the stage on the patio at the club. Plaintiff replied with a video of Habba singing at the club.

31. During the next couple days, Ms. Habba continued the process of grooming Plaintiff, pretending that they were friends, calling and texting her, stating that she only wanted to help her "two really good friends," meaning Ms. Bianco and Donald Trump.

32. On August 11, 2021, Ms. Habba told Plaintiff to come to Ms. Habba's Bedminster law office to sign a Settlement Release with the Lamington Farm Club. Ms. Habba's law firm drafted the Agreement. At 2:58 PM that day Ms. Bianco texted Ms. Habba "hiii I'm like 10 mins away!! sorry for running late I took a wrong turn [crying emoji]." Ms. Habba texted back, "No worries im Here. In gym clothes loo." When Ms. Bianco got to the office Ms. Habba was there, as was her law partner Michel T. Madaio. At some point during the signing, Madaio asked Habba if Plaintiff's former lawyer was entitled to any portion of the settlement. Habba replied: "It's a severance Agreement- he doesn't get anything. Because I'm a great lawyer."

33. Before Ms. Bianco signed the Agreement, Ms. Habba told her the settlement would be tax free. Ms. Habba told Plaintiff, “technically you’re actually getting [the full amount of the settlement] because they’ll pay the taxes.” Additionally, Ms. Habba told Plaintiff that she was going to get her therapy paid for as part of the deal. That never happened. Habba told Plaintiff that she would have to “abide by the NDA” in the Agreement and “as long as you don’t talk to anybody about this you’ll be fine.” Plaintiff never saw a draft of the Agreement before she signed it.

34. Plaintiff signed the Agreement at Habba’s law office. Even then, after the signing, Habba did not provide Plaintiff with a copy of the Agreement. After Plaintiff signed, Habba told Plaintiff that she (Bianco) better not try to sell her story to the media because she would owe Trump the settlement proceeds and the media would only pay about \$3000.

35. On August 18, 2021 Ms. Bianco picked up her check from Ms. Habba’s law office.

36. Weeks later, in September, 2021, it became public that had Trump replaced one of his best-known lawyers, Marc E. Kasowitz, with Alina Habba in one of his many lawsuits. Habba has gone on to publicly represent Donald Trump in other lawsuits as well.

37. From July 28th to August 11th, 2021, Ms. Habba worked secretly to help defendant and Donald Trump, by pretending to act as a “neutral” “friend” to Plaintiff. Ms. Habba fraudulently induced Ms. Bianco to agree to a paltry settlement for a *quid pro quo* sexual harassment case and included in the Settlement Agreement *drafted by her law firm* illegal terms that violate New Jersey law about non-disclosure.

38. Acting secretly on behalf of defendant and Donald Trump, Habba pressured Plaintiff, who was unrepresented by counsel, to sign a Settlement Agreement with a paltry payment and

an illegal NDA by saying “you have to do this now” and telling her to sign the Agreement right away.

39. While fraudulently inducing Plaintiff to quickly agree to unconscionable and illegal terms, Ms. Habba wanted to control Plaintiff. Habba told Plaintiff **not** to have any other attorney look at it, saying “I’m trying to help you, you are going to make it more difficult.”

40. The Settlement Agreement that Ms. Habba presented Plaintiff includes a clause that violates N.J.S.A. 10:5-12.8 by prohibiting Plaintiff from discussing the underlying facts of the sexual harassment and completely fails to include language required by the law.

41. Most outrageously, in the Agreement Habba presented to Plaintiff, the penalty for engaging in behavior protected by New Jersey law is forfeiture of the entire amount of the settlement and \$1000 per day. (Smith Cert., Ex. C) (Agreement, ¶ 9).

42. While representing the interests of Donald Trump, Ms. Habba defrauded Plaintiff into signing an Agreement drafted by her and/or someone at her law firm. David Schutzenhofer signed on behalf of the club. Habba’s law partner Michael Madaio notarized the Settlement Agreement. The Agreement falsely and cynically stated: “The Parties acknowledge that neither party was represented by counsel and that this Agreement was prepared by a neutral attorney representing neither party.” (Agreement, ¶ 10).

43. Although Ms. Habba had told Plaintiff that the settlement would be tax free and that Ms. Bianco would walk away with the full amount, as the time to file taxes approached it soon became clear that Habba had lied.

44. On April 10, 2022, nearing the time to file her taxes, Plaintiff texted Ms. Habba saying, “I really appreciate everything you have done for me thus far and I hate to bother you but there’s a few additional information [sic] he [Plaintiff’s uncle, a CPA] needs I thought were

answered. If you can call him to clear everything I'd really appreciate it and again I am so grateful for everything you've helped me with already I feel so bad bothering you at the recital so you can deal with this tomorrow when you have the chance."

45. Ms. Habba responded by saying, for the first time, "I **can't technically** give u legal advice." (Emphasis added.) Habba texted this to Plaintiff, after

- (1) speaking to Plaintiff about the subject matter of another lawyer's representation while representing defendant's interests;
- (2) encouraging Plaintiff to fire her lawyer;
- (3) negotiating an Agreement grossly favorable to defendant and Donald Trump while pretending to be "neutral";
- (4) telling Plaintiff not to have an attorney look at the Agreement Habba's firm had drafted;
- (5) telling Plaintiff the paltry amount being paid was "a good deal", and;
- (6) advising Plaintiff to abide by the illegal NDA and "as long as you don't talk to anybody about [it] you'll be fine."

46. What Ms. Habba really meant by saying, "I can't technically give u legal advice" was that she was now done with Plaintiff. Habba didn't need to text heart emojis anymore, she had accomplished her goal of protecting Donald Trump and of silencing Ms. Bianco.

47. Ms. Habba went on to write, "I was happy to find out how ur check was processed but beyond that im not sure i can assist." Ms. Bianco replied, "That's the thing he needs to figure out." Ms. Habba responded, "Oh they said payroll. Through payroll. And they paid tax on it so you netted [the full settlement amount]." (Underline added.) Ms. Bianco replied, "All the tax?" Ms. Habba responded, "Like payroll. So however that was processed for u. Same." Ms. Bianco responded., "Okay, I might have misunderstood. I still have to pay taxes on this."

48. On April 14, 2022, Plaintiff again texted Ms. Habba saying, “Hii, hope all is well! I have to talk to you tomorrow but can I FaceTime you?? I’m on a boat lol there’s no service!!” Ms. Habba did not respond to this text.

49. The following day, April 15, 2022, Plaintiff texted Ms. Habba again, saying, “Hii, is it possible I can FaceTime you real quick!?” Ms. Habba responded, “I really cant give legal advice.” Ms. Bianco replied, “It’s not about legal advice” and went on to say, “I’ll just text it, it was my understanding the taxes were paid but they aren’t. Nick zeirke isn’t answering my emails, I’ve contacted a few times and no response and I need to get this info cleared by today. I just want you to call them one more time and confirm the taxes are paid because they deducted social security and Medicare but I’m still having to pay federal taxes and all the other withholds on the taxes”. Ms. Habba responded, “Yes def something i cant answer[.] And dont know frankly[.] U have to ask payroll[.] They know[.] I have no clue[.]” Ms. Bianco responded, “They are not communicating thats the thing[.] I’ve emailed and called and no response[.] And today’s the deadline”. Ms. Habba responded, “Monday[.]15th[.]Ill ask them to respond[.]”

50. Ms. Habba lied to Ms. Bianco. Plaintiff did have to pay taxes on her settlement.

51. Habba made clear that she was done with Plaintiff. Plaintiff also learned that Habba was now publicly representing Donald Trump to the detriment of other women. Plaintiff was outraged to learn that Habba had defrauded Plaintiff in order to silence her on behalf of Trump.

52. On April 26, 2022, Plaintiff texted Ms. Habba to get a copy of the Agreement. Ms. Habba texted back the email of Randee Ingram, the Chief Administrative Officer at Habba’s law firm. Plaintiff corresponded with Ingram and finally received a copy of the Settlement Agreement on April 28, over 8 months after signing the Agreement at Ms. Habba’s law office.

53. Ms. Habba fraudulently induced Ms. Bianco to give up her rights and to enter into a settlement which is illegal and unconscionable. Every day that Ms. Bianco is afraid to speak about her harassment for fear of draconian and illegal penalties violates her rights.

54. In conducting her fraud on behalf of defendant and Donald Trump, Habba violated the following rules of professional conduct:

(A) **R.P.C. 1.2 (d)** “ A lawyer shall not counsel or assist a client in conduct that the lawyer knows is illegal, criminal or fraudulent, or in the preparation of a written instrument containing terms the lawyer knows are expressly prohibited by law, but a lawyer may counsel or assist a client in a good faith effort to determine the validity, scope, meaning or application of the law.”

(B) **R.P.C. 1.7 (a)** Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer.

(C) **R.P.C. 1.8 (b)** Except as permitted or required by these rules, a lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client after full disclosure and consultation, gives informed consent.

(D) **R.P.C. 1.18 (a)** A lawyer who has had discussions in consultation with a prospective client shall not use or reveal information acquired in the consultation, even when no client-lawyer relationship ensues, except as RPC 1.9 would permit in respect of information of a former client.

(b) A lawyer subject to paragraph (a) shall not represent a client with interests materially adverse to those of a former prospective client in the same or a substantially related matter if the lawyer received information from the former prospective client that could be significantly harmful to that person in the matter, except as provided in paragraph (c).

...

(d) A person who discusses with a lawyer the possibility of forming a client-lawyer relationship with respect to a matter is a "prospective client," and if no client-lawyer relationship is formed, is a "former prospective client."

(E) **R.P.C. 4.1 (a)** In representing a client a lawyer shall not knowingly:

(1) make a false statement of material fact or law to a third person; or

(2) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client.

(F) **R.P.C. 4.2** In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows, or by the exercise of reasonable diligence should know, to be represented by another lawyer in the matter, including members of an organization's litigation control group as defined by RPC 1.13, unless the lawyer has the consent of the other lawyer, or is authorized by law or court order to do so, or unless the sole purpose of the communication is to ascertain whether the person is in fact represented. Reasonable diligence shall include, but not be limited to, a specific inquiry of the person as to whether that person is represented by counsel. Nothing in this rule shall, however, preclude a lawyer from counseling or representing a member or former member of an organization's litigation control group who seeks independent legal advice.

(G) **R.P.C. 4.3** In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in the matter, the lawyer shall make reasonable efforts to correct the misunderstanding.

(H) **R.P.C. 7.1 (a)** A lawyer shall not make false or misleading communications about the lawyer, the lawyer's services, or any matter in which the lawyer has or seeks a professional involvement. A communication is false or misleading if it:

(1) contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading;

(2) is likely to create an unjustified expectation about results the lawyer can achieve, or states or implies that the lawyer can achieve results by means that

(I) **R.P.C. 8.4:** It is professional misconduct for a lawyer to:

...


(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(d) engage in conduct that is prejudicial to the administration of justice.

WHEREFORE, cause having been shown, Plaintiff demands judgment against defendant and seeks the following relief:

- (a) a permanent injunction enjoining defendant from attempting to enforce the Settlement Agreement;
- (b) a declaration that the fraudulently induced Settlement Agreement, including the NDA, is void;
- (c) a referral of Alina Habba and Habba Madaio & Associates to the Office of Attorney Ethics for ethics violations; and
- (d) attorneys' fees and costs of suit pursuant to the New Jersey Law Against Discrimination. N.J.S.A. 10:5-27.1.

SMITH MULLIN, P.C.
Attorneys for Plaintiff

BY: 
NANCY SMITH

Dated: November 29, 2023

VERIFICATION

1. I am Alice Bianco, the Plaintiff in the above captioned matter.
2. I have read the foregoing Complaint and on my own personal knowledge, I know that the facts set forth herein are true and they are incorporated in this Certification by reference.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11, 29, 2023


ALICE BIANCO

SMITH MULLIN, P.C.
Nancy Erika Smith, Esq. (Atty. I.D. #027231980)
240 Claremont Avenue
Montclair, New Jersey 07042
(973) 783-7607
Attorneys for Plaintiff

ALICE BIANCO,

Plaintiff,

v.

LAMINGTON FARM CLUB d/b/a
TRUMP NATIONAL GOLF CLUB,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY
DOCKET NO.:

Civil Action

**ORDER TO SHOW CAUSE SEEKING
TEMPORARY RESTRAINTS, A
PERMANENT INJUNCTION, AND
VOIDING A FRAUDULENTLY
INDUCED SETTLEMENT
AGREEMENT**

THIS MATTER being brought before the court by Smith Mullin, P.C., attorneys for Plaintiff, Alice Bianco, seeking summary relief pursuant to N.J.S.A. 2A:23B-5 and Rule 4:67-1 voiding the Settlement Agreement signed by Plaintiff on August 11, 2021 and awarding her attorneys’ fees based upon the facts set forth in the Verified Complaint filed herewith and for good cause shown,

It is on this _____ day of November, 2023,

ORDERED that defendant, Lamington Farm Club d/b/a Trump National Golf Club (hereinafter, “Defendant”), appear and show cause before the Superior Court at the Middlesex County Courthouse, in New Brunswick, New Jersey at _____ o’clock or as soon thereafter as counsel can be heard, on the _____ day of _____, 2023 why an Order should not be issued temporarily and permanently enjoining Defendant

from taking any action to enforce any settlement with Plaintiff; enjoining Defendant from any attempt to enforce the illegal NDA contained in that agreement; voiding the fraudulently induced Agreement, awarding Plaintiff attorneys' fees pursuant to N.J.S.A. 10:5-27.1; and referring Alina Habba and the firm of Habba Madaio & Associates, LLP to the Office of Attorney Ethics; and it is further

ORDERED that:

1. A copy of this Order to Show Cause, Verified Complaint, legal memorandum and any supporting Affidavits or Certifications submitted in support of this application be served upon the Defendant via Federal Express within _____ days of the date hereof, in accordance with Rule 4:4-3 and Rule 4:4-4, this being original process;

2. The Plaintiff must file with the Court her proof of service of the pleadings on the Defendant no later than three (3) days before the return date;

3. Defendant shall file and serve a written response to this Order to Show Cause and the request for entry of injunctive relief and proof of service by _____, 2023. The original documents must be filed with the Clerk of the Superior Court in the County listed above. A list of these offices is provided. You must send a copy of your opposition papers directly to Judge Lisa M. Vignuolo, whose address is Superior Court of New Jersey, Chancery Division, Middlesex County Courthouse, Chambers 301, 56 Paterson Street, New Brunswick, New Jersey 08903-0964. You must also send a copy of your opposition papers to the Plaintiff's attorney, Nancy Erika Smith, Esq., at Smith Mullin, P.C., 240 Claremont Avenue, Montclair, NJ 07042. A telephone call will not protect your rights; you must file your opposition and pay the required fee of \$135.00 and serve your opposition on your adversary, if you want the court to hear your opposition to the injunctive relief the plaintiff

is seeking.

4. The Plaintiff must file and serve any written reply to the Defendant's Order to Show Cause opposition by _____, 2023. The reply papers must be filed with the Clerk of the Superior Court in the County listed above and a copy of the reply papers must be sent directly to the Chambers of Judge Lisa M. Vignuolo.

5. If the Defendant does not file and serve opposition to this Order to Show Cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the Plaintiff files a proof of service and a proposed form of Order at least three days prior to the return date.

6. If the Plaintiff has not already done so, a proposed form of Order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the court no later than three (3) days before the return date.

7. Defendant take notice that the Plaintiff has filed a lawsuit against you in the Superior Court of New Jersey. The Verified Complaint attached to this Order to Show Cause states the basis of the lawsuit. If you dispute this Complaint, you, or your attorney, must file a written answer to the Complaint and proof of service within 35 days from the day of service of this Order to Show Cause; not counting the day you received it.

These documents must be filed with the Clerk of the Superior Court in the County listed above. A list of these offices is provided. Include a \$135.00 filing fee payable to the "Treasurer of the State of New Jersey." You must also send a copy of your Answer to the Plaintiff's attorney, Nancy Erika Smith, Esq., at Smith Mullin, P.C., 240 Claremont Avenue,

Montclair, NJ 07042. A telephone call will not protect your rights; you must file and serve your Answer (with the fee) or judgment may be entered against you by default. Please note: Opposition to the Order to Show Cause is not an Answer and you must file both. Please note further: if you do not file and serve an Answer within 35 days of this Order, the Court may enter a default against you for the relief Plaintiff demands.

8. If you cannot afford an attorney, you may call the Legal Services office in the County in which you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

9. The Court will entertain argument, but not testimony, on the return date of the Order to Show Cause, unless the Court and parties are advised to the contrary no later than days before the return date.

, J.S.C.

___ Opposed

___ Unopposed

ALICE BIANCO,

Plaintiff,

v.

LAMINGTON FARM CLUB, doing business
as TRUMP NATIONAL GOLF CLUB,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX
COUNTY

Civil Action

BRIEF IN SUPPORT OF PLAINTIFF'S ORDER TO SHOW CAUSE

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TABLE OF CONTENTS

PRELIMINARY STATEMENT 1

STATEMENT OF FACTS 2

POINT I: PLAINTIFF IS ENTITLED TO AN INJUNCTION
ENJOINING DEFENDANT FROM ATTEMPTING TO
ENFORCE THE SETTLEMENT AGREEMENT 7

POINT II: THE SETTLEMENT AGREEMENT SHOULD BE
VOIDED BECAUSE IT WAS INDUCED BY FRAUD 9

CONCLUSION 12

TABLE OF AUTHORITIES

CASES

Crowe v. DeGioia, 90 N.J. 126 (1982) 7
Gennari v. Weichert Co. Realtors, 148 N.J. 582 (1997) 9

STATUTES

N.J.S.A. 10:5-12.8 8
N.J.S.A. 10:5-12.8(a) 8, 11

RULES

R. 1:6-3 7
R. 4.67-1(b) 7
R. 4.67-2 7

PRELIMINARY STATEMENT

Defendant Trump International Golf Club used a lawyer who was, or immediately became, Donald Trump's personal lawyer to defraud Plaintiff into signing a settlement agreement which illegally included an NDA, failed to provide the legally-required notice regarding an NDA, and contained illegal penalties for violating the illegal NDA. Plaintiff agreed to those provisions and a settlement amount far below the norm because an unethical lawyer, Alina Habba, pretended to be a "neutral" person who wanted to "help" Plaintiff.

Habba violated numerous ethics rules in encouraging Plaintiff to sign an agreement favorable to Trump which contained illegal provisions silencing Plaintiff. Some of the ethics violations include, Habba, a lawyer, (1) communicated with a person she knew was represented by counsel about the subject matter of the representation while actually representing the interests of an adverse party; (2) told Plaintiff she was "neutral" when she got Plaintiff to agree to a settlement favorable to Trump; (3) encouraged Plaintiff to fire her experienced employment lawyer; (4) told Plaintiff that retaining another lawyer could jeopardize a settlement; (5) cynically got Plaintiff to sign an agreement drafted by her which claimed that she and the firm were "neutral" when, in reality, Habba and her firm represented the interests of defendant and Donald Trump; (6) told Plaintiff that she had to remain silent about the sexual harassment she endured; and (7) got Plaintiff to agree to illegal penalties for the illegal NDA.

The facts below show that Plaintiff can meet all the factors required for injunctive relief, that defendant should be enjoined from attempting to enforce the settlement agreement, and that the settlement agreement should be voided.

STATEMENT OF FACTS

Plaintiff Alice Bianco began employment as a server at Trump National Golf Club in Bedminster, New Jersey on May 12, 2021, when she was 21 years old. (Verified Complaint ¶ 2). Trump National Golf Club is owned by defendant LLC Lamington Farm Club, which is owned by Donald Trump. (*Id.* at ¶ 7). Soon after Plaintiff began employment, Pavel Melichar, the food and beverage manager, began to sexually harass Ms. Bianco. Mr. Melichar, who is in his mid-50's, regularly gave Ms. Bianco very short uniform skirts to wear. A few weeks after she began employment, Melichar gave Ms. Bianco a bottle of Remy Martin for her birthday. He began to call Ms. Bianco into his office and told her that he would "protect her," asking what she was "going to do for him" as he kissed her. (*Id.* at ¶¶ 8-10).

Plaintiff tried to avoid his advances, telling him when he told her to go to his office that she would come in later. On several occasions, Plaintiff asked a friend to call her in order to interrupt Melichar's harassment. One time, Melichar made Plaintiff sit on his couch and stopped her from picking up her phone. Other times he told her to answer, but say "I'm busy." Melichar had control over Ms. Bianco's workplace, and made it clear to her that he could make her life easy or hard. (*Id.* at ¶¶ 11-13).

Melichar began to require Ms. Bianco to engage in sex as a *quid pro quo* for continued employment and "protection", as he called it. Melichar told Plaintiff that he was powerful and protected, saying he "runs this place." He showed Plaintiff videos of him with Donald Trump, and of Donald Trump praising him. Melichar bragged about his closeness to Donald Trump in order to chill Ms. Bianco from complaining about sexual harassment. (*Id.* at ¶¶ 14-16).

From May to July 2021, this *quid pro quo* sexual harassment continued. In July, Ms. Bianco learned that a close friend had committed suicide. Ms. Bianco took a week off to go to Alabama

for the funeral. When she returned to work, Ms. Bianco told Mr. Melichar that she appreciated the week off. He replied, “what are you going to do for me?” and pulled her face towards his. Ms. Bianco could not take his forced sexual assaults any longer and pulled away saying: “I don’t want you! I never wanted you! Get away from me!” Melichar immediately began retaliating. He gave Plaintiff unfair job assignments and allowed his henchmen to abuse her and steal her tips. (*Id.* at ¶¶ 16-17).

Later in July, Ms. Bianco learned that another female worker at Trump National Golf Club was preparing a written complaint about the toxic environment at the club and Mr. Melichar’s sexual harassment. When asked, Ms. Bianco told her co-worker about the harassment that she had endured. Her co-worker wrote a letter she intended to give to Donald Trump’s personal staff. (*Id.* at ¶ 18).

The letter was dated July 19, 2021. It stated in part, “I am asking for your support in taking action against some of the issues that have been reoccurring. A few of my concerns are that as a result of poor managing from higher management, there has been multiple occurrences of sexual harassment from Pavel Melichar, as well as this job has become a hostile work environment, *Pavel has forced a female server to perform sexual actions with him, and covering it up by stating that he was protecting her, while paying her and giving her gifts to remain silent.* Not only this, Pavel makes many of the other female servers feel uncomfortable due to comments about their appearances. I have presented many of these issues, along with others to Pavel and Dave Schutzenhofer [the Club’s general manager], and little to no action has been taken.” (Emphasis added). (Smith Cert., Ex. A). (Verified Complaint, ¶¶ 18-19).

Soon after the letter was delivered, a member of the Human Resources Department in the New York Trump organization called Ms. Bianco regarding an alleged investigation. Afraid to

proceed on her own, Ms. Bianco hired an experienced employment lawyer. (Id. at ¶ 20).

Within days of the written notice of the sexual harassment to Trump, Alina Habba (Reuben), a lawyer who is a member of the club, approached Ms. Bianco pretending to be “a friend,” indicating that she had heard about the sexual harassment complaint, and claiming that she wanted to “help her”. Ms. Bianco told Ms. Habba that she had a lawyer. Rather than comply with the Rules of Professional Conduct, specifically the prohibition on communicating with a person who is represented by counsel about the subject of the representation (R.P.C. 4.2), Habba encouraged Ms. Bianco to fire her lawyer, saying: “you know you can fire [Plaintiff’s lawyer at the time], right?” Ms. Habba, who was clearly working to protect Donald Trump’s interests, began to groom Plaintiff so that she could get Plaintiff to agree to a settlement favorable to Trump. Many of the communications between Habba and Plaintiff were in text messages beginning on the first day Habba approached Plaintiff. (Id. at ¶¶ 21-22). (Smith Cert., **Ex. B**).

On that same day, July 28, 2021, Ms. Habba texted Ms. Bianco a disparaging post about her attorney. Under the link Ms. Habba wrote, “Is this the guy? Be careful.” Ms. Bianco responded, “Omg ur so quick I literally didn’t even think to look this up.” Ultimately, Ms. Bianco’s relationship with her attorney was poisoned and she was left with no legal representation, as Ms. Habba wanted. (Id. at ¶¶ 25, 30). (Smith Cert., **Ex. B**, Page 1).

From July 28 through the early weeks of August, 2021, Ms. Habba pretended that she was Ms. Bianco’s friend, frequently calling and texting her, and stating that she only wanted to help. Habba repeatedly told Plaintiff that she was “neutral” and that she was “just doing this to help two really good friends” [Plaintiff and Donald Trump]. Ms. Habba repeatedly focused on getting Plaintiff to sign an NDA, saying “you don’t want to go public with this, I’ve been raped, I can help you, I can protect you.” (Verified Complaint, ¶¶ 21, 28-29).

Ms. Habba advised Ms. Bianco to fire her experienced lawyer and not to hire another, saying “attorneys want to take control from you.” Habba also did Trump’s bidding by letting Plaintiff know that Habba knew about personal information that defendant would use to embarrass Ms. Bianco. Habba used this threat to get Plaintiff to accept a ridiculously low settlement and to keep quiet: “with your past- maybe you can get [a paltry sum].” (*Id.* at ¶¶ 22, 28).

While inducing Ms. Bianco to quickly agree to unconscionable and illegal terms, Ms. Habba also told Ms. Bianco **not** to have any other attorney look at it, saying “I’m trying to help you, you are going to make it more difficult.” The settlement agreement includes a clause that violates N.J.S.A. 10:5-12.8 by prohibiting Ms. Bianco from discussing the underlying facts of the sexual harassment and completely fails to include language required by that law. (*Id.* at ¶¶ 39-40), (Smith Cert., **Ex. C**, ¶ 5).

In the agreement Habba presented to Ms. Bianco, the penalty for engaging in behavior protected by New Jersey law is forfeiture of the entire amount of the settlement and \$1000 per day. (Smith Cert., **Ex. C**, ¶ 9).

Ms. Bianco signed the settlement agreement at Ms. Habba’s law office in Bedminster. (Verified Complaint, ¶¶ 32, 33). Habba told Plaintiff that defendant would pay the taxes on the settlement amount so she would net the full amount. (Verified Complaint, ¶ 33). It was notarized by Habba’s law partner, Michael Maddaio. (Smith Cert., **Ex. C**, p. 7).

Eight months after she signed the agreement, Ms. Bianco learned that Ms. Habba had not been truthful about defendant paying the taxes on the settlement amount. On April 10, 2022, Ms. Bianco texted Ms. Habba saying, “I really appreciate everything you have done for me thus far and I hate to bother you but there’s a few additional information he [Ms. Bianco’s uncle, a CPA]

needs I thought were answered. If you can call him to clear everything I'd really appreciate it and again I am so grateful for everything you've helped me with already I feel so bad bothering you at the recital so you can deal with this tomorrow when you have the chance." Ms. Habba responded saying, for the first time, and after she had convinced Ms. Bianco to sign the settlement agreement her firm had drafted, "**I cant technically give u legal advice.**" (Emphasis added). Ms. Habba went on to say, "Thats the problem. I was happy to find out how ur check was processed but beyond that im not sure I can assist." However, Ms. Habba again told Plaintiff, falsely, that the club "paid tax on it so you netted [the full amount of the settlement]." (Smith Cert., **Ex. B**, pp. 14-16).

On April 14, 2022, Ms. Bianco again texted Ms. Habba saying, "Hii, hope all is well! I have to talk to you tomorrow but can I FaceTime you?? I'm on a boat lol there's no service!!" Ms. Habba did not respond to this text. (Smith Cert., **Ex. B**, p. 17).

The following day, April 15, 2022, Ms. Bianco texted Ms. Habba again, saying, "Hii, is it possible I can FaceTime you real quick!?" Ms. Habba responded, "I really cant give legal advice." Ms. Bianco responded, "It's not about legal advice" and went on to say, "I'll just text it, it was my understanding the taxes were paid but they aren't. Nick zeirke isn't answering my emails, I've contacted a few times and no response and I need to get this info cleared by today. I just want you to call them one more time and confirm the taxes are paid because they deducted social security and Medicare but I'm still having to pay federal taxes and all the other withholds on the taxes". Ms. Habba responded, "Yes def something i cant answer[.] And dont know frankly[.] U have to ask payroll[.] They know[.] I have no clue[.]" Ms. Bianco responded, "They are not communicating thats the thing[.] I've emailed and called and no response[.] And today's the deadline". Ms. Habba responded, "Monday[.]15th[.]I'll ask them to respond[.]" (Smith Cert., **Ex. B**, pp. 18-19). Eventually, Ms. Habba stopped communicating with Ms. Bianco.

POINT I

PLAINTIFF IS ENTITLED TO AN INJUNCTION ENJOINING DEFENDANT FROM ATTEMPTING TO ENFORCE THE SETTLEMENT AGREEMENT

This matter is appropriate for summary action pursuant to R. 4.67-1(b), which provides:

“This rule is applicable... (b) to all other actions in Superior Court other than matrimonial actions and actions in which unliquidated monetary damages are sought, provided it appears to the court, on motion made pursuant to R. 1:6-3 and on notice to the other parties to the action not in default, that it is likely that the matter may be completely disposed of in a summary manner.”

R. 4.67-2 allows proceeding by Order to Show Cause.

The seminal case in New Jersey regarding Orders to Show Cause and Preliminary Injunctions is Crowe v. DeGioia, 90 N.J. 126 (1982). Under Crowe, there are four elements moving parties must prove for the court to grant the relief:

- Irreparable harm would result to the moving party if the relief sought is not granted;
- The moving party’s claims are based on legally settled rights;
- There is a reasonable probability that the moving party will succeed;
- And a balancing of the relative hardships to the parties militates in favor of granting the moving party equitable relief.

First, Plaintiff is irreparably harmed every day that her statutory right to speak freely about the sexual harassment she endured is obstructed by fear that defendant will attempt to take back the settlement proceeds and \$1000 per day.

Second, it is settled that the non-disclosure agreement and penalty clause violate clearly settled rights. The penalty clause contained at Paragraph 9 in the Settlement Agreement

violates N.J.S.A. 10:5-12.8.

N.J.S.A. 10:5-12.8(a) provides:

- a. A provision in any employment contract or settlement agreement which has the purpose or effect of concealing the details relating to a claim of discrimination, retaliation, or harassment (hereinafter referred to as a “non-disclosure provision”) shall be deemed against public policy and unenforceable against a current or former employee (hereinafter referred to as an “employee”) who is a party to the contract or settlement. If the employee publicly reveals sufficient details of the claim so that the employer is reasonably identifiable, then the non-disclosure provision shall also be unenforceable against the employer.

- b. Every settlement agreement resolving a discrimination, retaliation, or harassment claim by an employee against an employer shall include a bold, prominently placed notice that although the parties may have agreed to keep the settlement and underlying facts confidential, such a provision in an agreement is unenforceable against the employer if the employee publicly reveals sufficient details of the claim so that the employer is reasonably identifiable.

Thus, under New Jersey law, NDAs that prevent victims of sexual harassment from discussing their claims are unenforceable. Therefore, the penalty clause contained in the Agreement signed by Plaintiff, which requires reimbursement of the entire amount of the settlement plus \$1000 per day if she discusses her claims, is void.

Furthermore, the facts clearly indicate that Plaintiff was defrauded by defendant who used Ms. Habba to get Plaintiff to sign a settlement agreement with illegal terms and completely favorable to defendant and Donald Trump, without the benefit of her own attorney.

Third, based on the facts, including the damning text messages by Habba, which show a pattern of deception and fraud in communications with Plaintiff, there is a likelihood that Plaintiff will prevail on the merits.

Fourth, Plaintiff is harmed every day that her statutory rights are violated. Defendant has already benefited from its fraud by silencing Plaintiff for more than two years.

POINT II

**THE SETTLEMENT AGREEMENT SHOULD BE
VOIDED BECAUSE IT WAS INDUCED BY FRAUD**

Defendant engaged in fraud in misrepresenting the role Alina Habba played in obtaining Plaintiff's consent to an unconscionable and illegal settlement agreement.

“The five elements of common-law fraud are: (1) a material misrepresentation of a presently existing or past fact; (2) knowledge or belief by the defendant of its falsity; (3) an intention that the other person rely on it; (4) reasonable reliance thereon by the other person; and (5) resulting damages.” Gennari v. Weichert Co. Realtors, 148 N.J. 582, 610 (1997). In Gennari, the court found the defendants liable for fraud, holding, “Allen and Ellen knew that Allen's experience and qualifications were not as they represented. They induced the purchasers to rely on their representations that Allen had many years of experience, finished construction on schedule, and was a craftsman. None of the statements was true. The purchasers, however, relied on those misrepresentations to their detriment.” Id.

In the present case, Ms. Habba held herself up as a neutral party helping Ms. Bianco. However, Ms. Habba knew this was a lie and that she was secretly working to advance the interests of defendant and Donald Trump. Ms. Bianco relied to her detriment on Habba's representations that she was a friend and a neutral party.

Had Habba actually been a neutral party, she had two ethical courses of action. She could have contacted Plaintiff's lawyer in an attempt to act as a neutral mediator in the case, or she could have contacted Plaintiff's lawyer and said that she had contacts in the Trump operation with whom she could attempt to facilitate a negotiation. Habba did neither of these things. Instead, she encouraged Ms. Bianco to fire her attorney, to refrain from hiring another attorney, and to acquiesce in being silenced, which is illegal in New Jersey. (Verified Complaint, ¶¶ 22-23, 28, 33,

34, 40).

Working secretly to help defendant and Donald Trump, Ms. Habba fraudulently induced Ms. Bianco to agree to a paltry settlement for a *quid pro quo* sexual harassment case and included in the settlement agreement *drafted by her law firm* illegal terms that violate New Jersey law about non-disclosure agreements. In arranging this, Ms. Habba met Plaintiff in Habba's car at defendant golf club. She told Ms. Bianco that defendant would pay her [a paltry sum], all she would have to do was leave her employment and sign a "simple" NDA. Habba manipulated Plaintiff, saying she would make sure that Ms. Bianco was "protected," as long as she complied with the NDA. Habba falsely told Ms. Bianco that she would have to "abide by the NDA." Habba also claimed that Plaintiff was "technically getting more than [the settlement amount] because the club will pay the taxes." Acting secretly on behalf of defendant and Donald Trump, Habba pressured Ms. Bianco, who was unrepresented by counsel, to sign a settlement agreement with a paltry payment and an illegal NDA by saying "you have to do this now", telling her to "sign by the end of the week." There was never any indication that Ms. Habba attempted to negotiate on behalf of Ms. Bianco beyond the original paltry sum that Ms. Habba had suggested from the beginning. (*Id.* at ¶¶ 37, 27, 28, 33, 38, 28).

While representing the interests of Donald Trump, Ms. Habba defrauded Ms. Bianco into signing an agreement drafted by her and/or someone at her law firm. Michael Madaio, Ms. Habba's law partner, notarized the settlement agreement. The Agreement cynically stated: "The Parties acknowledge that neither party was represented by counsel and that this Agreement was prepared by a neutral attorney representing neither party." (Smith Cert., Ex. C, ¶ 10).

Eventually, Habba made it clear that she was done with Ms. Bianco. Habba had lied to Plaintiff, Ms. Bianco did have to pay taxes on her settlement; she did not "net" the full settlement

amount. Then Plaintiff found out that Habba was involved in silencing and attacking other women on behalf of her client, Donald Trump, and realized that she had been defrauded by Habba. (Id. at ¶¶ 50, 51).

In addition to inducing Plaintiff into accepting a settlement amount significantly lower than the norm under these facts, Habba induced Plaintiff to give up her rights under the LAD. Clearly, Habba was seeking to protect defendant and Donald Trump by focusing on silencing Plaintiff. Despite the fact that NDA's are not enforceable in New Jersey, Habba told Ms. Bianco that she was "protected" as long as she complied with the NDA.

In contravention to N.J.S.A. 10:5-12.8(a), the agreement Ms. Habba presented to Ms. Bianco forces Ms. Bianco to conceal all details relating to her "claim of discrimination, retaliation, or harassment." The penalty clause requiring Plaintiff to return all the settlement proceeds and to pay a \$1000 per day penalty has and will continue to chill Ms. Bianco in the exercise of her rights.

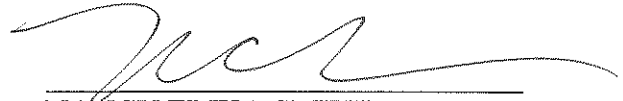
Ms. Habba fraudulently induced Ms. Bianco to give up her rights and to enter into a settlement which is unconscionable. Plaintiff's rights are violated every day that she is afraid to speak about her harassment for fear of draconian and illegal penalties.

Finally, Plaintiff should be allowed to keep the paltry settlement proceeds she was induced to accept in exchange for leaving her employment more than two years ago.

CONCLUSION

Plaintiff respectfully requests that this court enjoin defendant from attempting to enforce the non-disclosure agreement, void the settlement agreement but allow Ms. Bianco to keep the settlement money, and give Ms. Bianco back her voice. Additionally, the Court should refer this matter to the Office of Attorney Ethics regarding Ms. Habba's unethical behavior and award Plaintiff's attorneys' fees.

SMITH MULLIN, P.C.



NANCY ERIKA SMITH
Attorney for Plaintiff

Dated: 11/29, 2023

SMITH MULLIN, P.C.
Nancy Erika Smith, Esq. (Atty. I.D. #027231980)
240 Claremont Avenue
Montclair, New Jersey 07042
(973) 783-7607
Attorneys for Plaintiff

ALICE BIANCO,

Plaintiff,

v.

LAMINGTON FARM CLUB d/b/a
TRUMP NATIONAL GOLF CLUB,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY
DOCKET NO.:

Civil Action

[PROPOSED ORDER]

THIS MATTER having been brought before the Court by way of Order to Show Cause with Temporary Restraints and Verified Complaint filed by Smith Mullin, P.C., attorneys for Plaintiff, Alice Bianco, for entry of an Order permitting this matter to proceed in an expedited manner and for temporary restraints, preliminary injunctive relief, and declaratory relief, and the Court having considered the papers filed in support of Plaintiff’s application, and any opposition filed thereto on behalf of Defendant Lamington Farm Club d/b/a Trump National Golf Club (“Defendant” or “Trump”); and for other good cause shown; and the reasons set forth on the record:

IT IS on this ____ day of _____, 2023;

ORDERED AS FOLLOWS:

1. The Agreement between the parties signed by Plaintiff on August 11, 2021 is hereby declared void due to fraud by Alina Habba, Esq., and the firm of Habba Madaio &

Associates, LLP, in inducing Plaintiff to sign it. Plaintiff is not bound by the NDA or any other terms of the Agreement.

2. Plaintiff shall file an application for attorneys' fees pursuant to N.J.S.A. 10:5-1, et seq.

3. The Verified Complaint in this case will be forwarded to the Office of Attorney Ethics.

4. Counsel for Plaintiff shall serve a copy of this Order upon all counsel of record within ____ days of its receipt from the Court.

, J.S.C.

___ Opposed

___ Unopposed

SMITH MULLIN, P.C.
Nancy Erika Smith, Esq. (Atty. ID 027231980)
240 Claremont Avenue
Montclair, New Jersey 07042
(973) 783-7607
Attorneys for Plaintiff

| | |
|---------------------------|---------------------------------------|
| -----X | |
| ALICE BIANCO, | : SUPERIOR COURT OF NEW JERSEY |
| | : LAW DIVISION: MIDDLESEX COUNTY |
| Plaintiff, | : DOCKET NO.: |
| | : |
| v. | : Civil Action |
| | : |
| LAMINGTON FARM CLUB d/b/a | : CERTIFICATION OF NANCY ERIKA |
| TRUMP NATIONAL GOLF CLUB, | : SMITH IN SUPPORT OF ORDER |
| | : <u>TO SHOW CAUSE</u> |
| Defendant. | : |
| -----X | |

NANCY ERIKA SMITH hereby certifies as follows:

1. I am a Partner with Smith Mullin, P.C., attorneys for Plaintiff, in the above-captioned matter. As such, I am fully familiar with the facts set forth herein.
2. This Certification is submitted in support of Plaintiff's Order to Show Cause.
3. Attached hereto as **Exhibit A** is a copy of a letter written by an employee of the Trump National Golf Club regarding sexual harassment at the Club. The name of the employee is redacted in order to avoid the well-documented abuse Donald Trump and his supporters engage in toward women who speak out about sexual harassment or wrongdoing by Trump.
4. Attached hereto as **Exhibit B** are text messages between Alina Habba (Reuben) and Plaintiff.

5. Attached hereto as **Exhibit C** is a copy of the Settlement Agreement executed by Alice Bianco at the Habba Madaio & Associates, LLP law firm on August 11, 2021, with the amount of the settlement redacted. Since the amount of settlement is not "an underlying fact," unless and until the entire agreement is voided, Plaintiff has redacted the amount.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



NANCY ERIKA SMITH

Dated: November 29, 2023

EXHIBIT A

Verizon

11:22 AM



Done

2 of 2

Letter to Trump Staff

Home Import Draw Design Layout Preferences Mailings Review View

Paste Times New R... 12 A- A+ Aa A

B I U abc X X A A Styles

July 19, 2021

To whom it may concern,

My name is [REDACTED] and I am writing this to inform you about my concerns about the Bedminster location. I have worked here for about a year and a half now, with the current position of the Bistro Manager. This is an issue that I feel very strongly about because I am a hospitality student, and I care very much about the well-being of this country club and those who work here, and have been impacted.

I am asking for your support in taking action against some of the issues that have been reoccurring. A few of my major concerns are that as a result of poor managing from higher management, there has been multiple occurrences of sexual harassment from Pavel Melichar, as well as this job has become a hostile work environment. Pavel has forced a female server to perform sexual actions with him, and covering it up by stating that he was protecting her, while paying her and giving her gifts to remain silent. Not only this, Pavel makes many of the other female servers feel uncomfortable due to comments about their appearances. I have presented many of these issues, along with others to Pavel and Dave Schutzenhofer, and little to no action has been taken. Furthermore, when our previous Food and Beverage Manager resigned, the position was dissolved and all responsibilities have been placed on many of the servers, including myself. Additionally, many of those on the Food and Beverage staff have been poorly affected by Kerolos Habashic, as he takes advantage of his authority. Along with this, when our Banquet Manager left of 10 years being at this club, no action was taken to keep him, even though he was presented with the idea that he would be filling the Food and Beverage Manager position. Unfortunately, my last day working here is July 21, 2021. As previously mentioned, I am a hospitality student who knows the potential of this club, and how great it can be. However, due to the work-environment, it has taken a toll on my mental health, as well as other staff, in the Food and Beverage department.

Thank you for your consideration of this important issue. With your support, I am confident that this country club can return to the place that I fell in love with when I first joined the team. You may reach me at 973-229-3478 or dricowalski24@gmail.com. Thank you for your continued leadership and service.

Respectfully,

Page 1 of 1 420 words English (United States) Focus

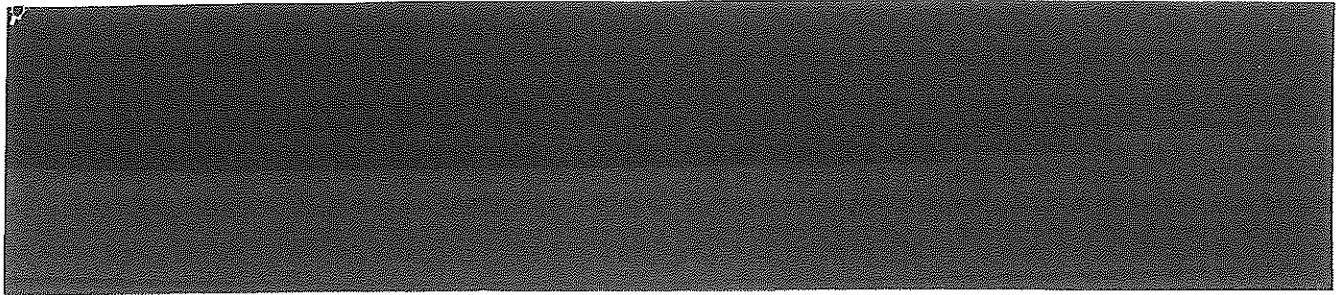


EXHIBIT B

6:29

< 340



Alina



iMessage
Jul 28, 2021 at 12:07 PM

Hi love! Its Alina I wanted to check on u

(Mrs. Reuben ;)



Omg I love you 🥰❤️ I'm doing real good thank you so much for being here for me

1430 US Highway 206 Bedminster nj

Thank you I'll see you soon ❤️



Jul 28, 2021 at 1:46 PM

► Attorney James Burden of Montclair, NJ; ethical dwarf noethics.net



Is this the guy? Be careful

Omg ur so quick I literally didn't even think to look this up

Aug 1, 2021 at 12:35 PM

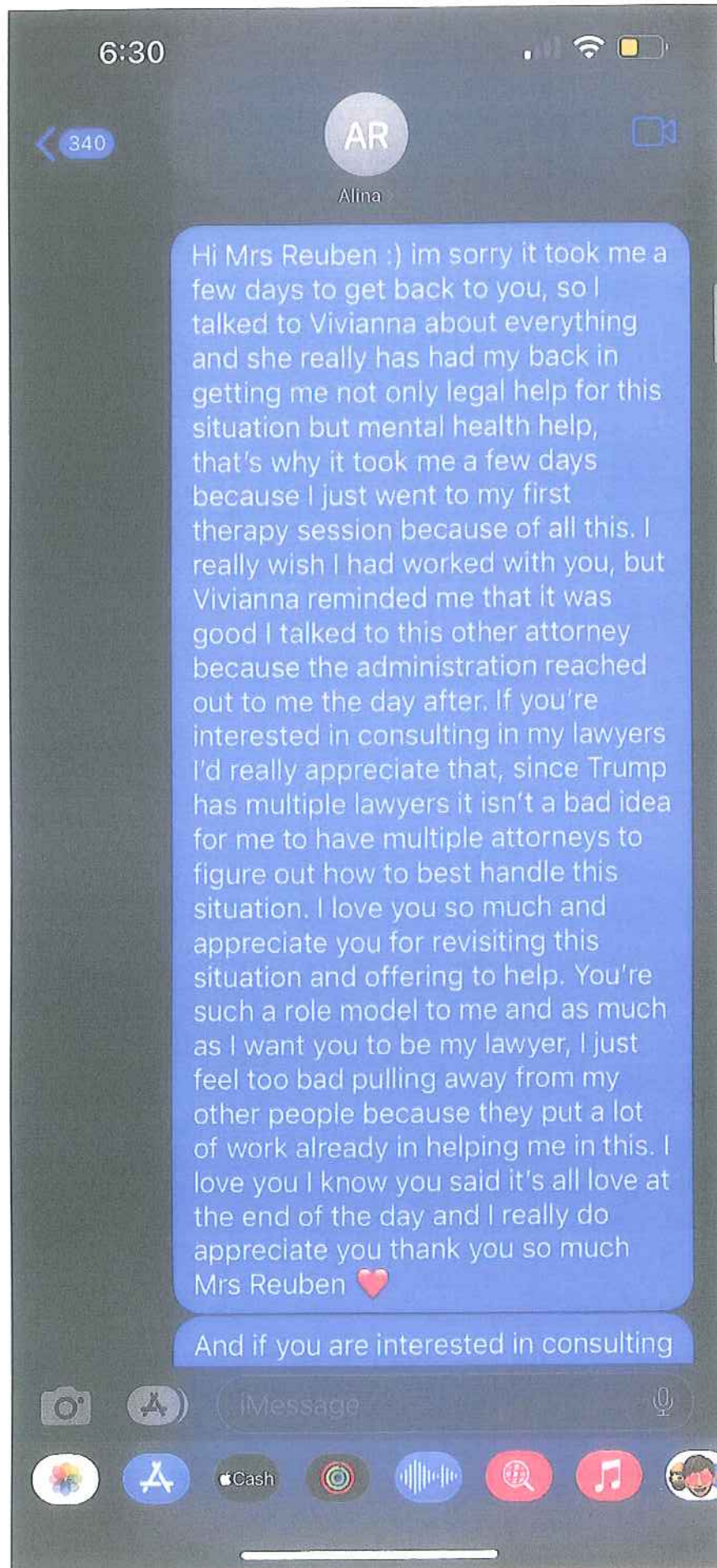


iMessage



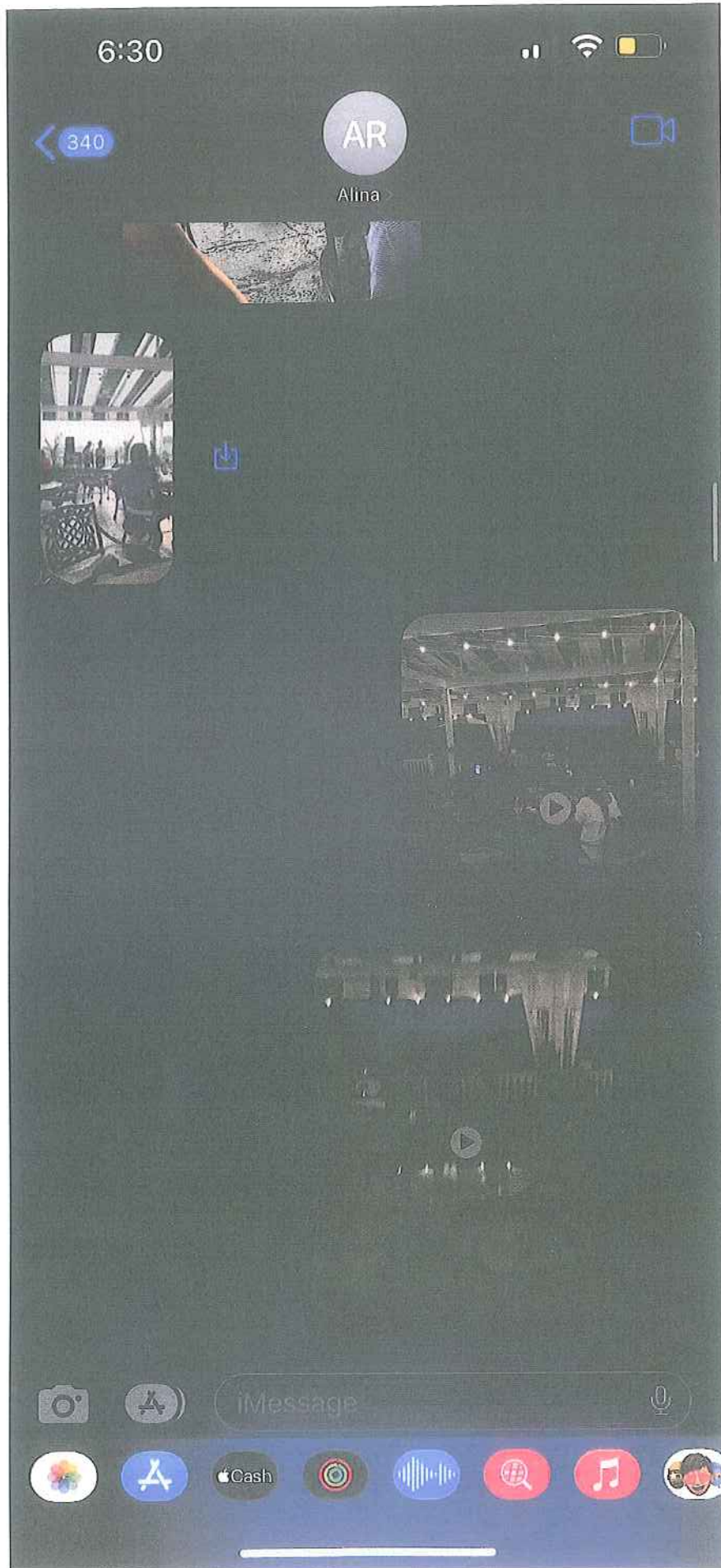
Cash

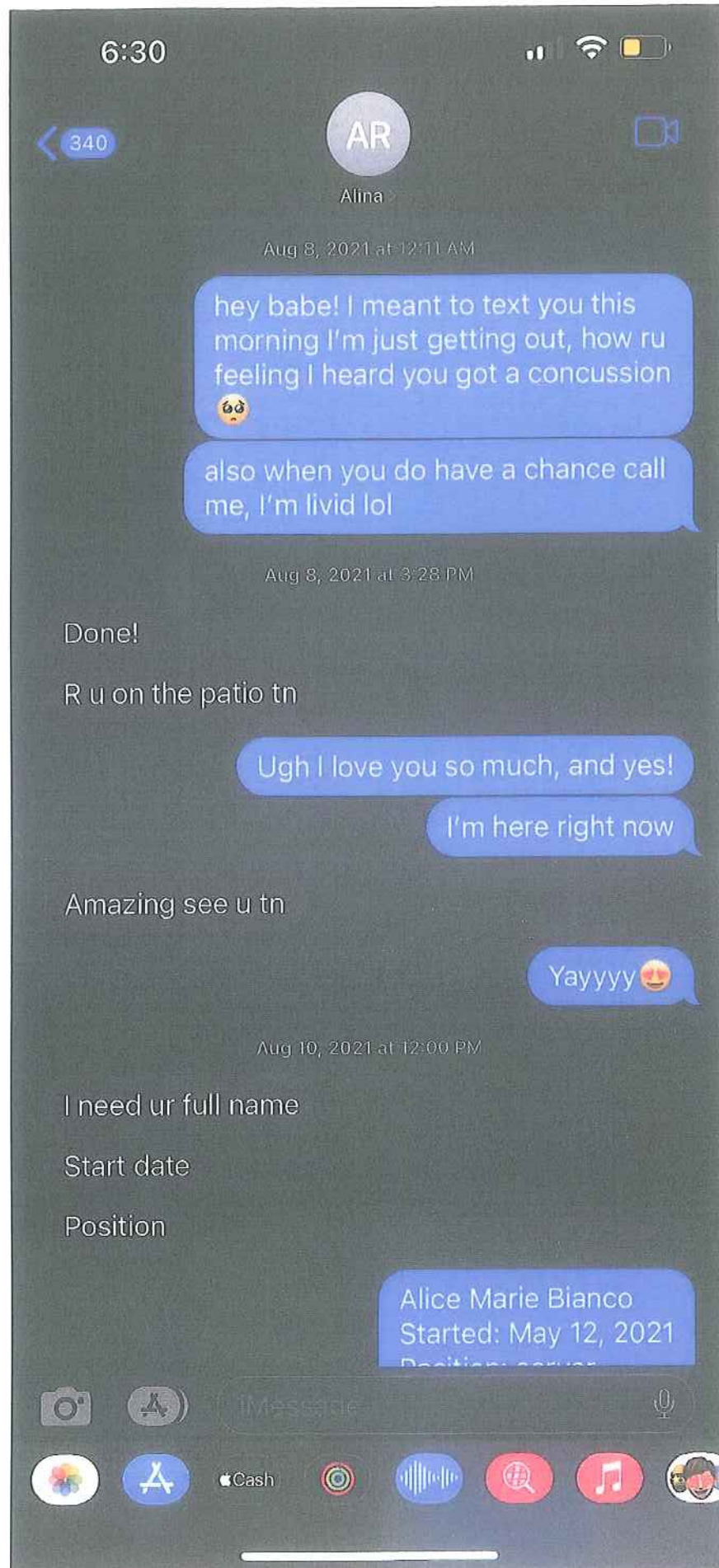


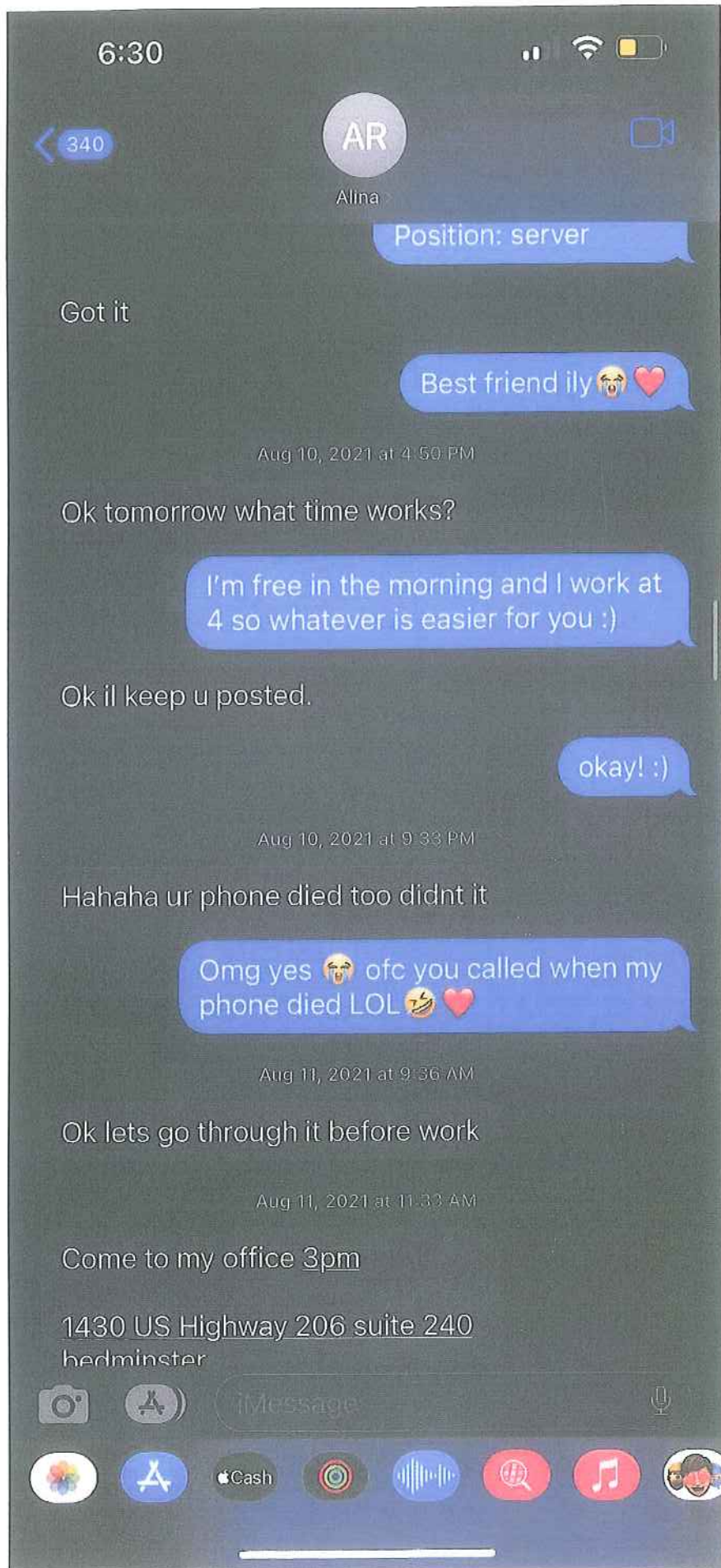


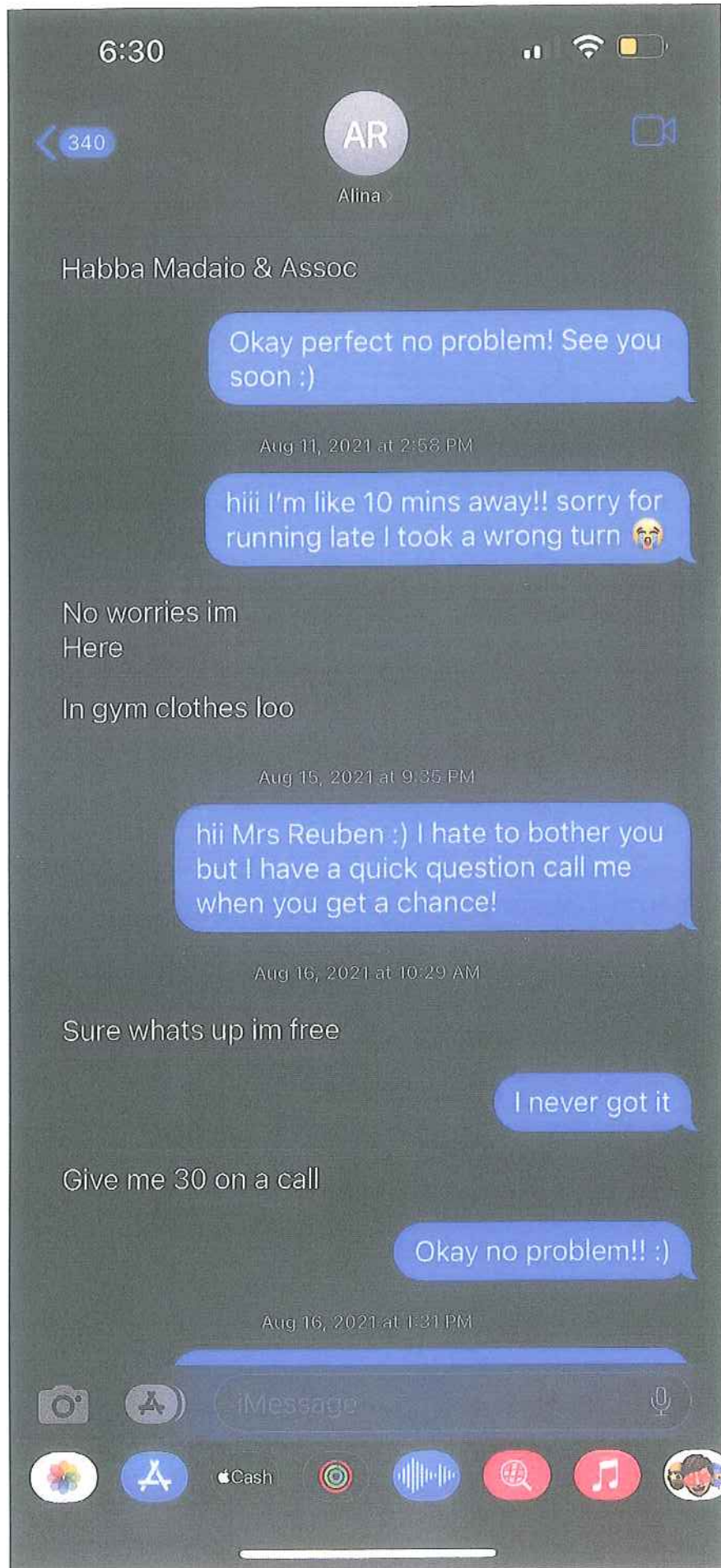


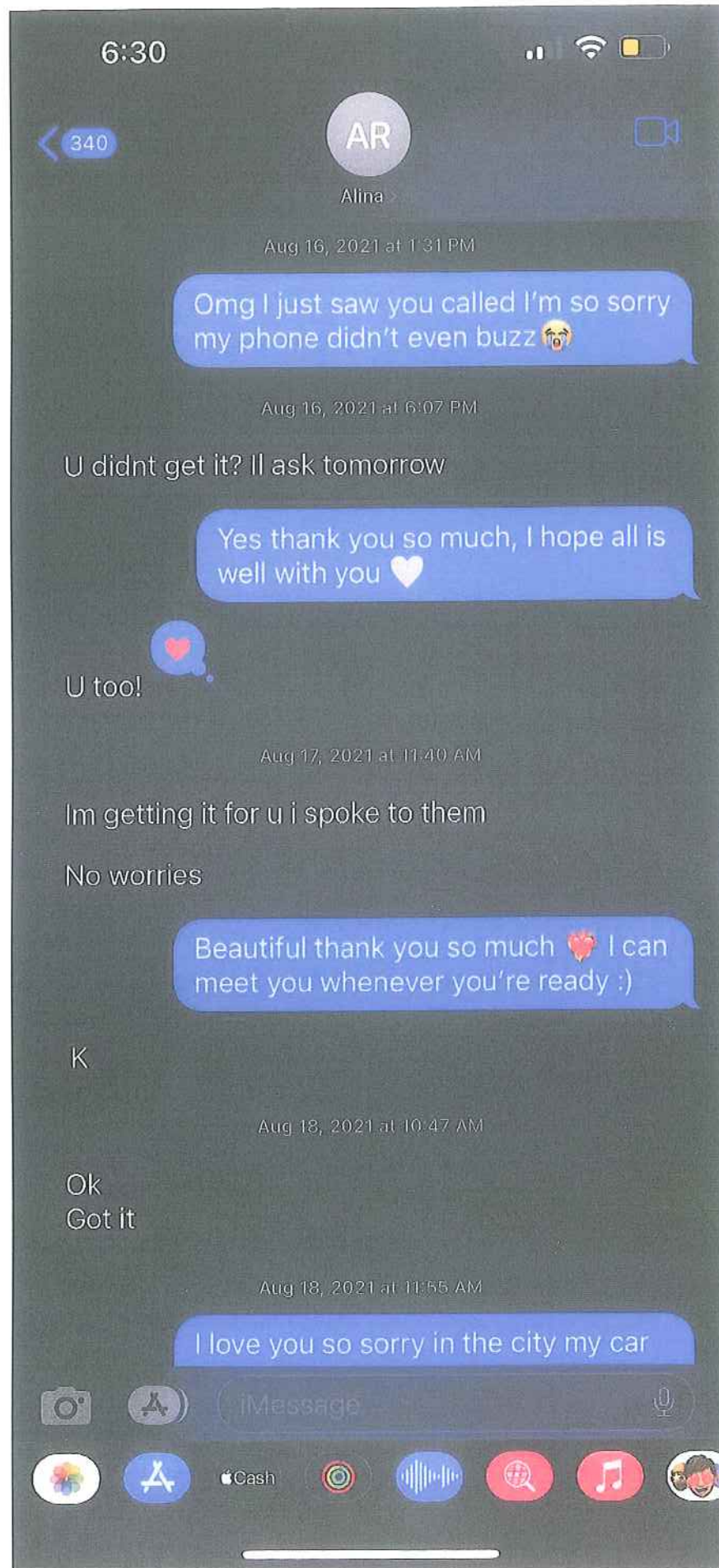


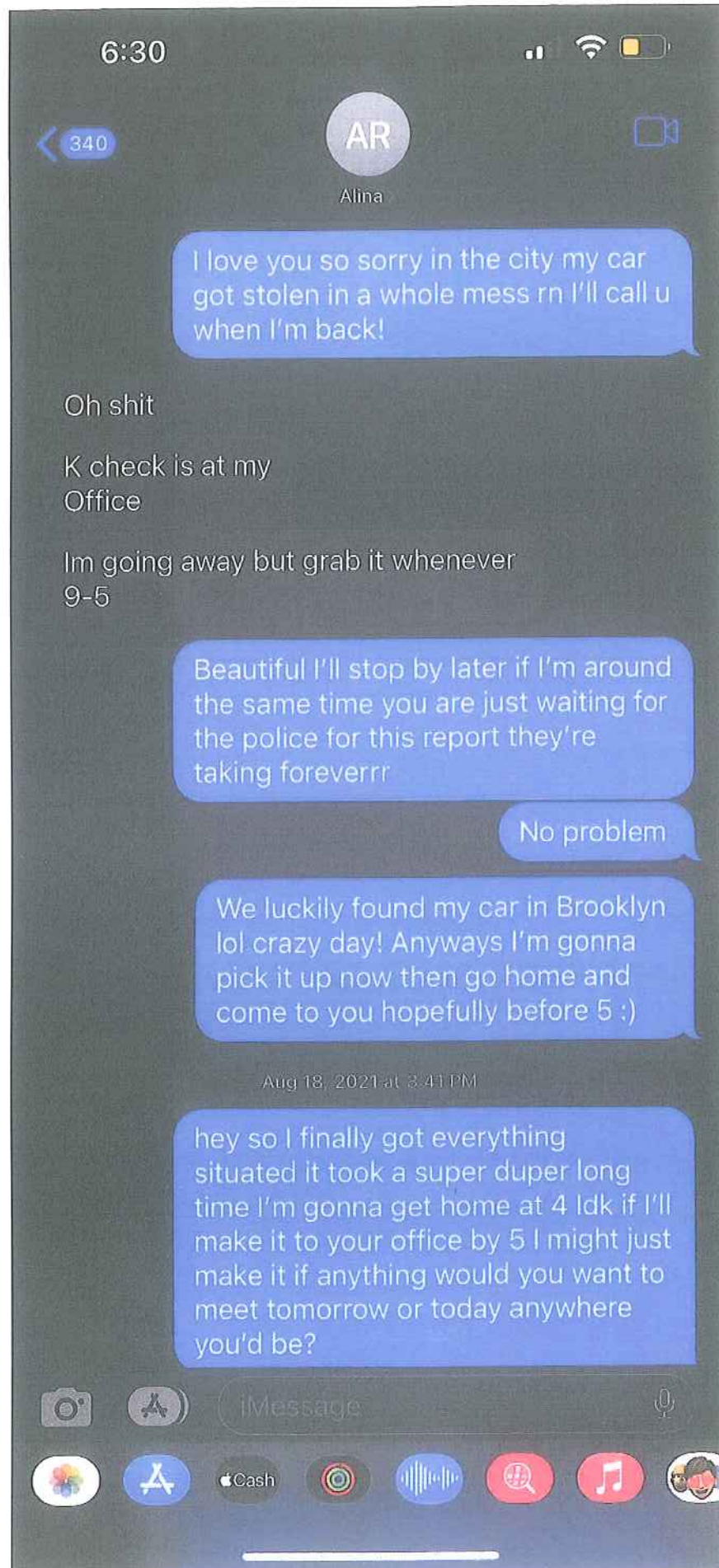


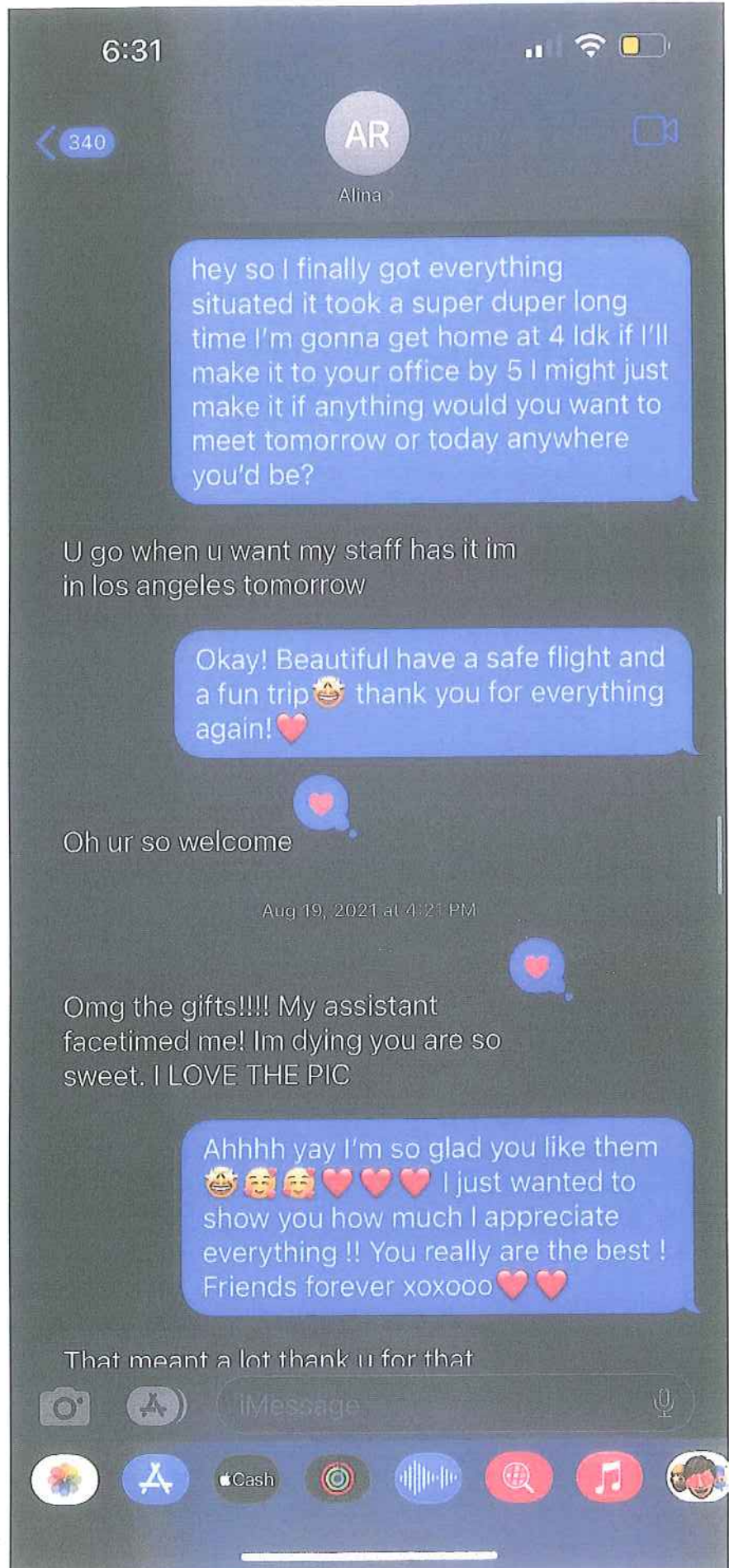












6:31

< 340



Alina

hey so I finally got everything situated it took a super duper long time I'm gonna get home at 4 ldk if I'll make it to your office by 5 I might just make it if anything would you want to meet tomorrow or today anywhere you'd be?

U go when u want my staff has it im in los angeles tomorrow

Okay! Beautiful have a safe flight and a fun trip 😊 thank you for everything again! ❤️

Oh ur so welcome

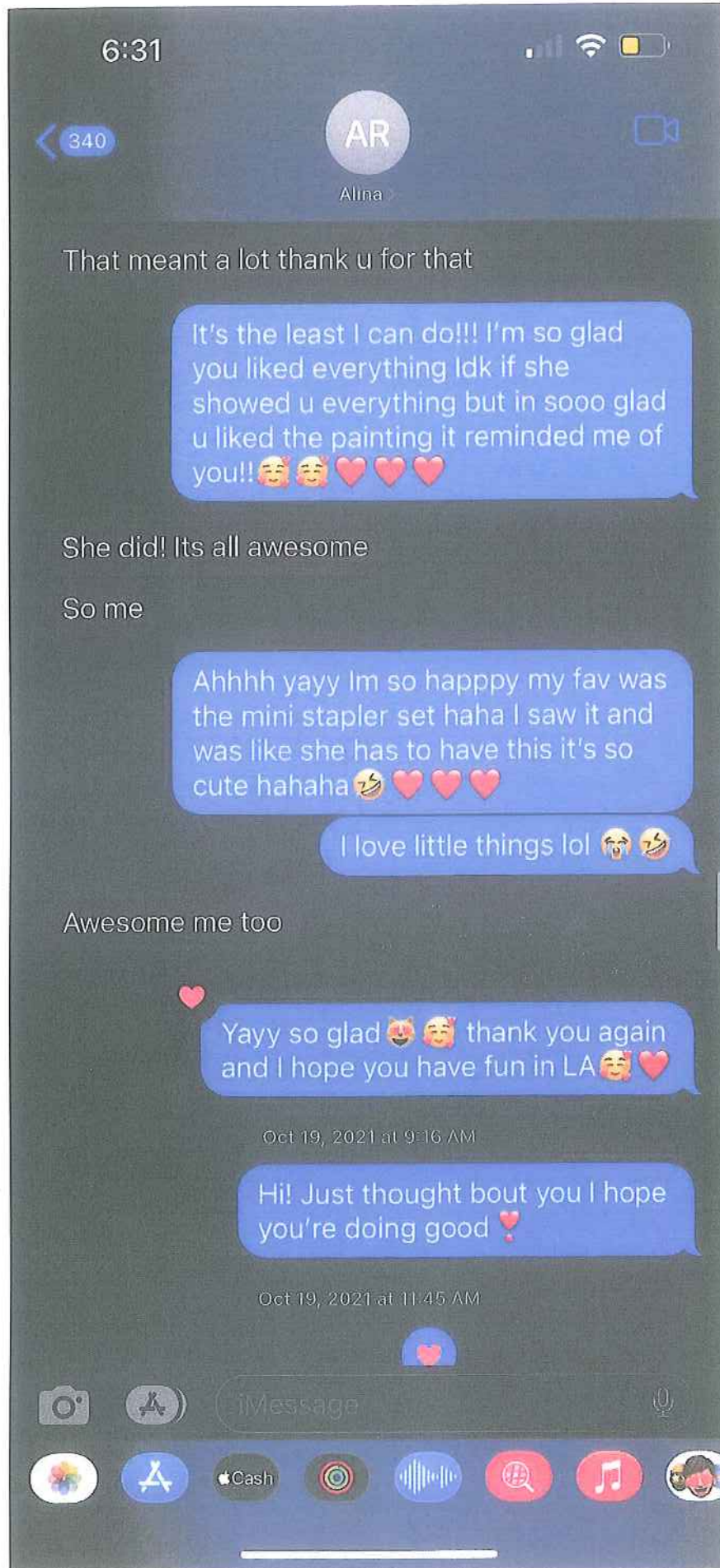
Aug 19, 2021 at 4:21 PM

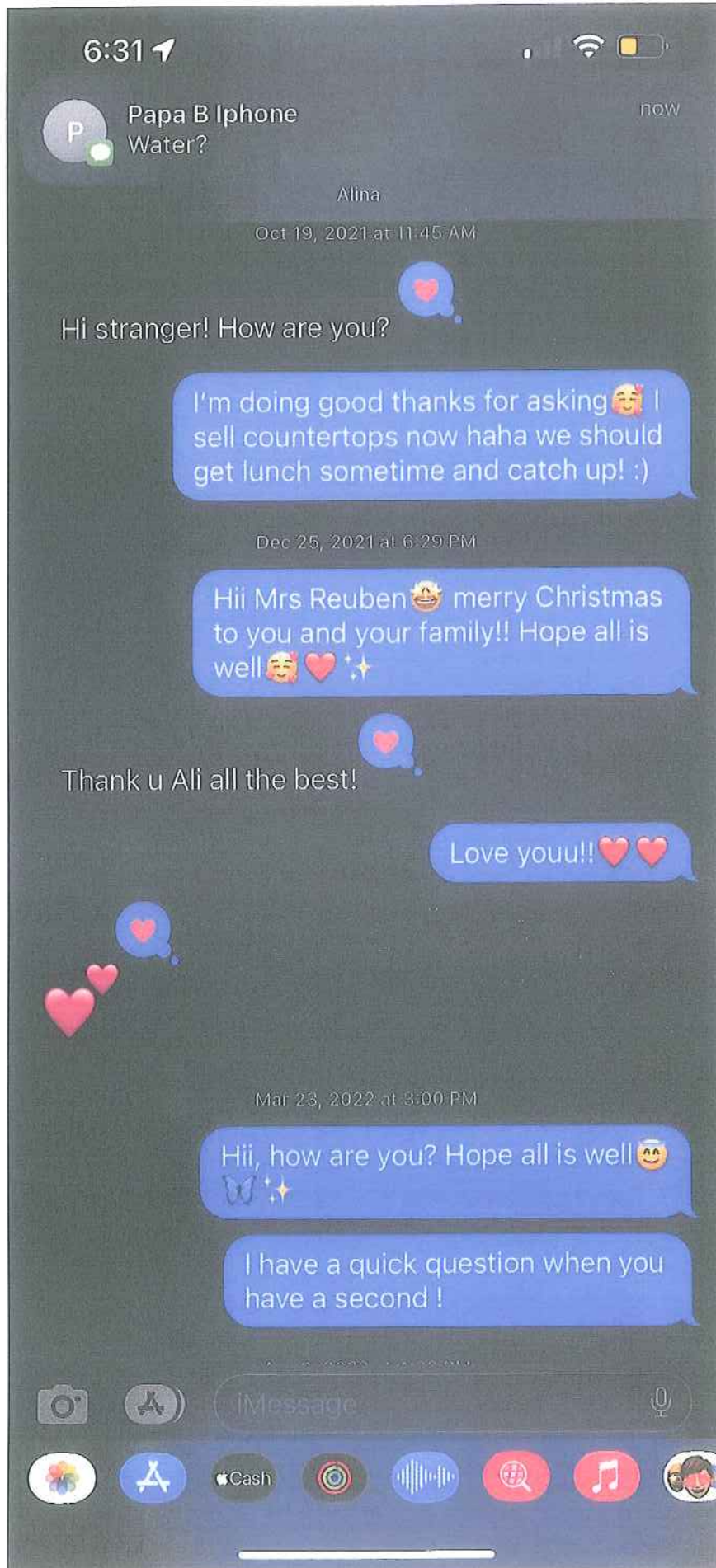
Omg the gifts!!!! My assistant facetimed me! Im dying you are so sweet. I LOVE THE PIC

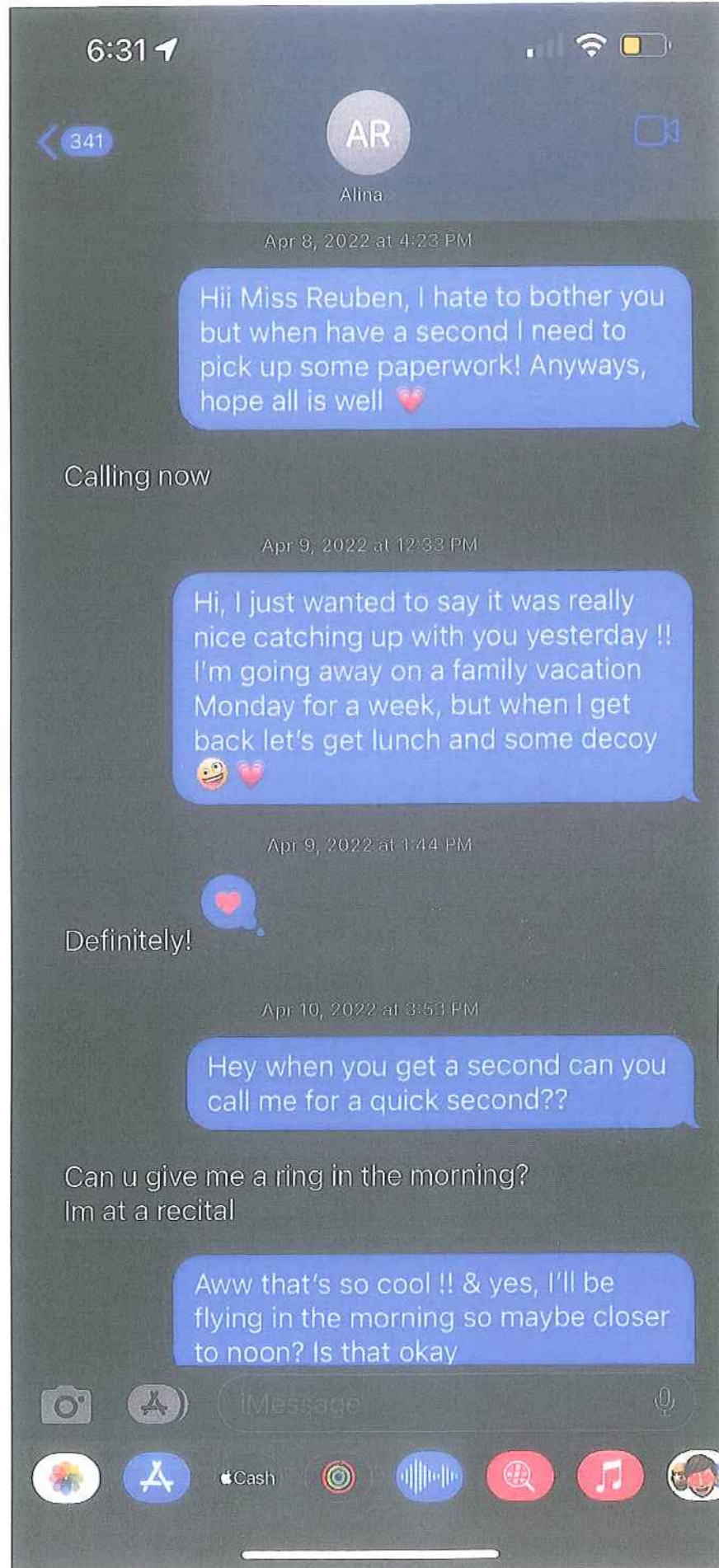
Ahhhh yay I'm so glad you like them 😊😊😊❤️❤️❤️ I just wanted to show you how much I appreciate everything !! You really are the best ! Friends forever xoxooo ❤️❤️

That meant a lot thank u for that









6:31

341



Alina

Apr 8, 2022 at 4:23 PM

Hii Miss Reuben, I hate to bother you but when have a second I need to pick up some paperwork! Anyways, hope all is well ❤️

Calling now

Apr 9, 2022 at 12:33 PM

Hi, I just wanted to say it was really nice catching up with you yesterday !! I'm going away on a family vacation Monday for a week, but when I get back let's get lunch and some decoy 😊❤️

Apr 9, 2022 at 1:44 PM



Definitely!

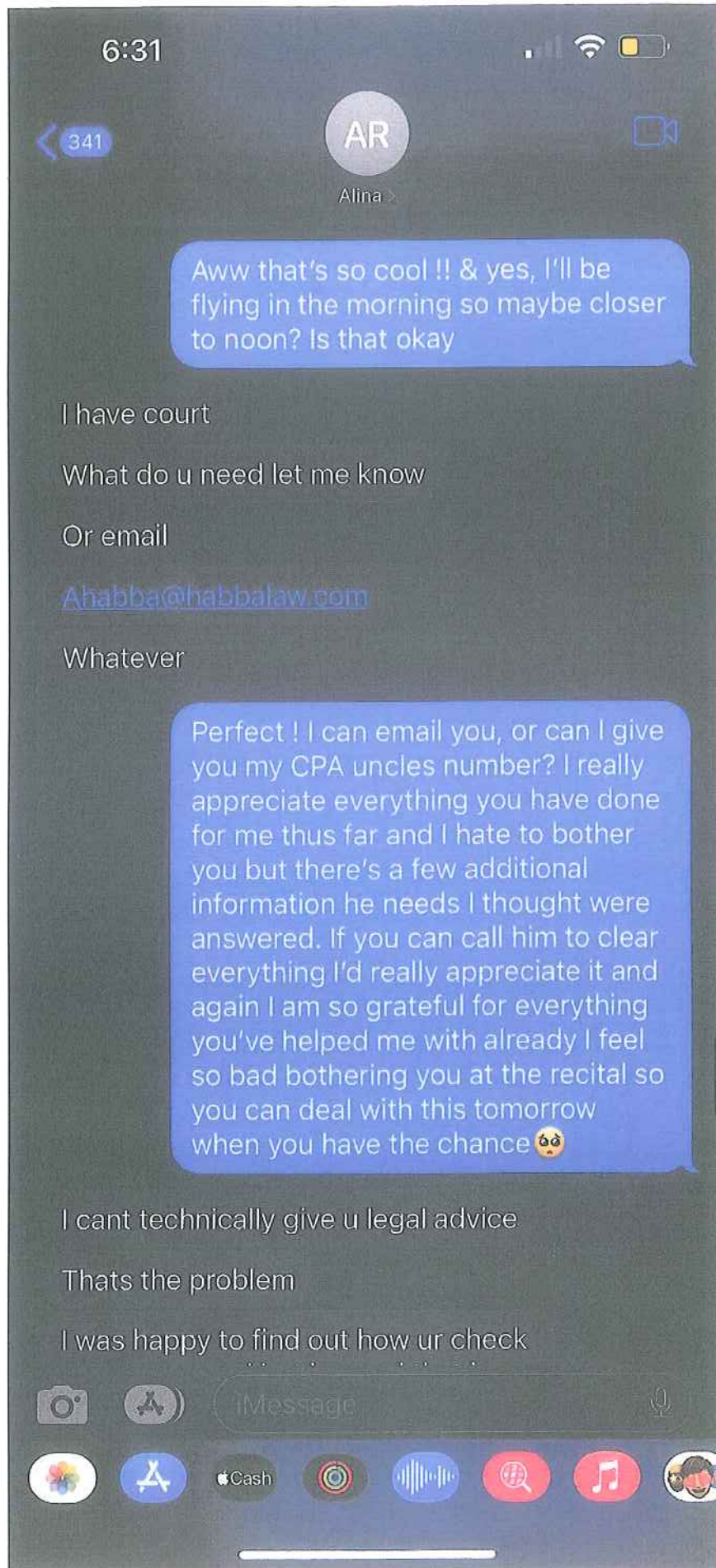
Apr 10, 2022 at 3:53 PM

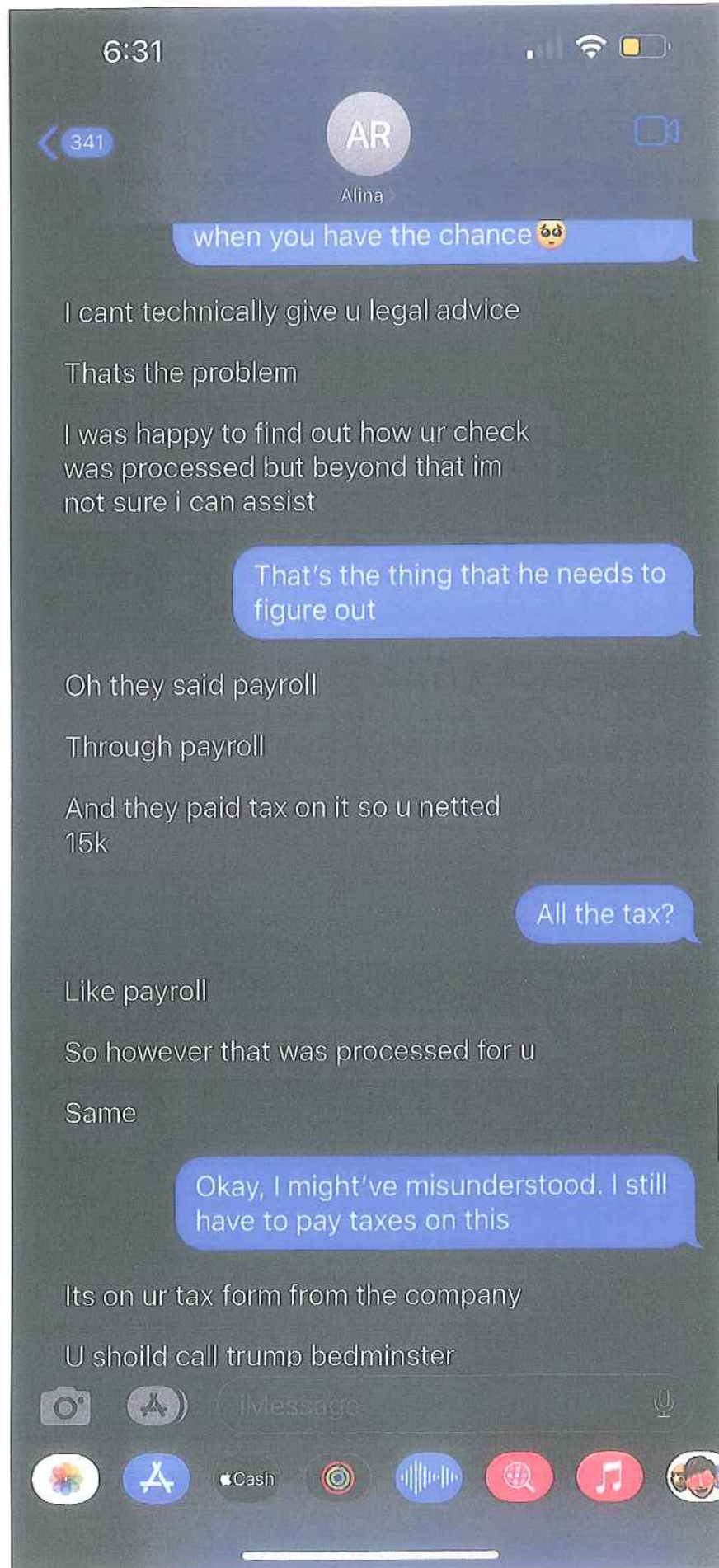
Hey when you get a second can you call me for a quick second??

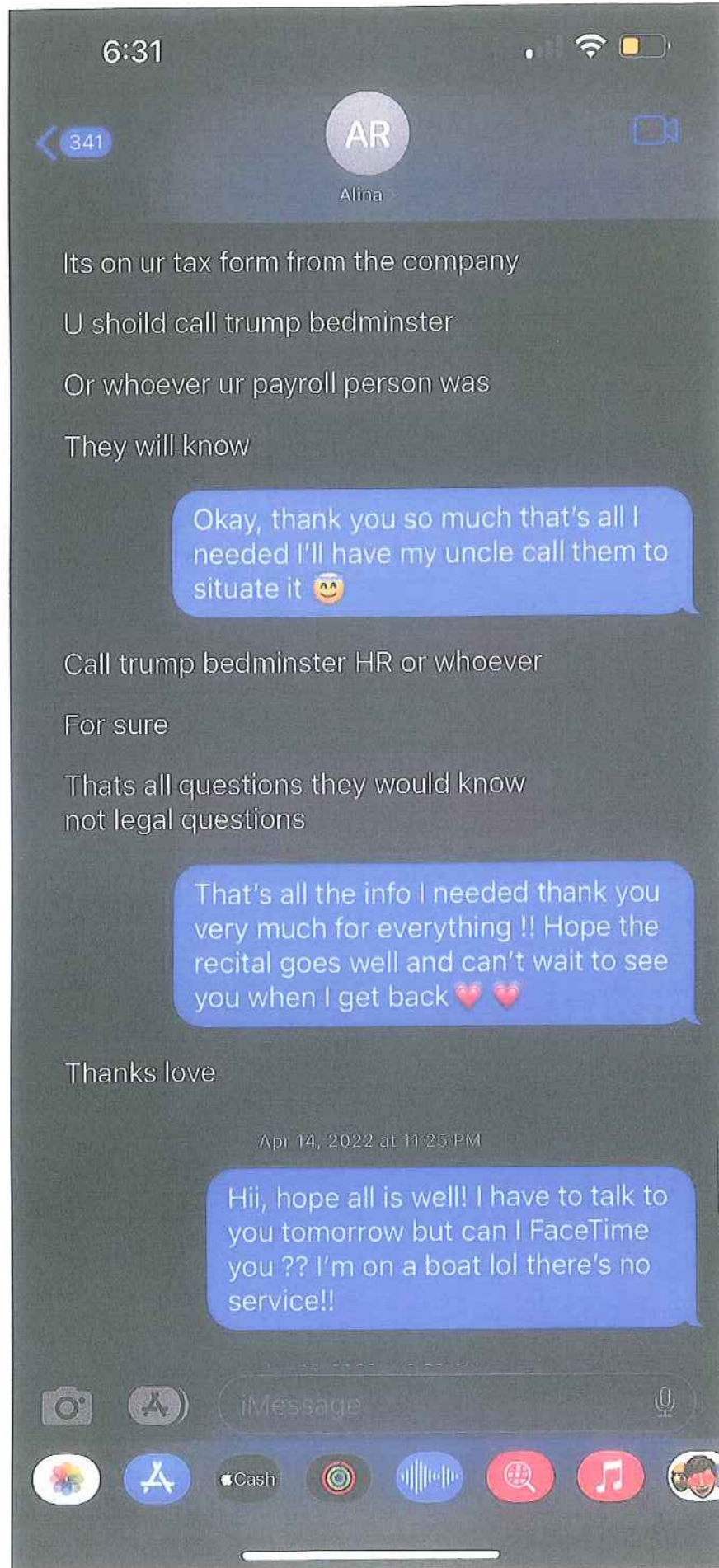
Can u give me a ring in the morning?
Im at a recital

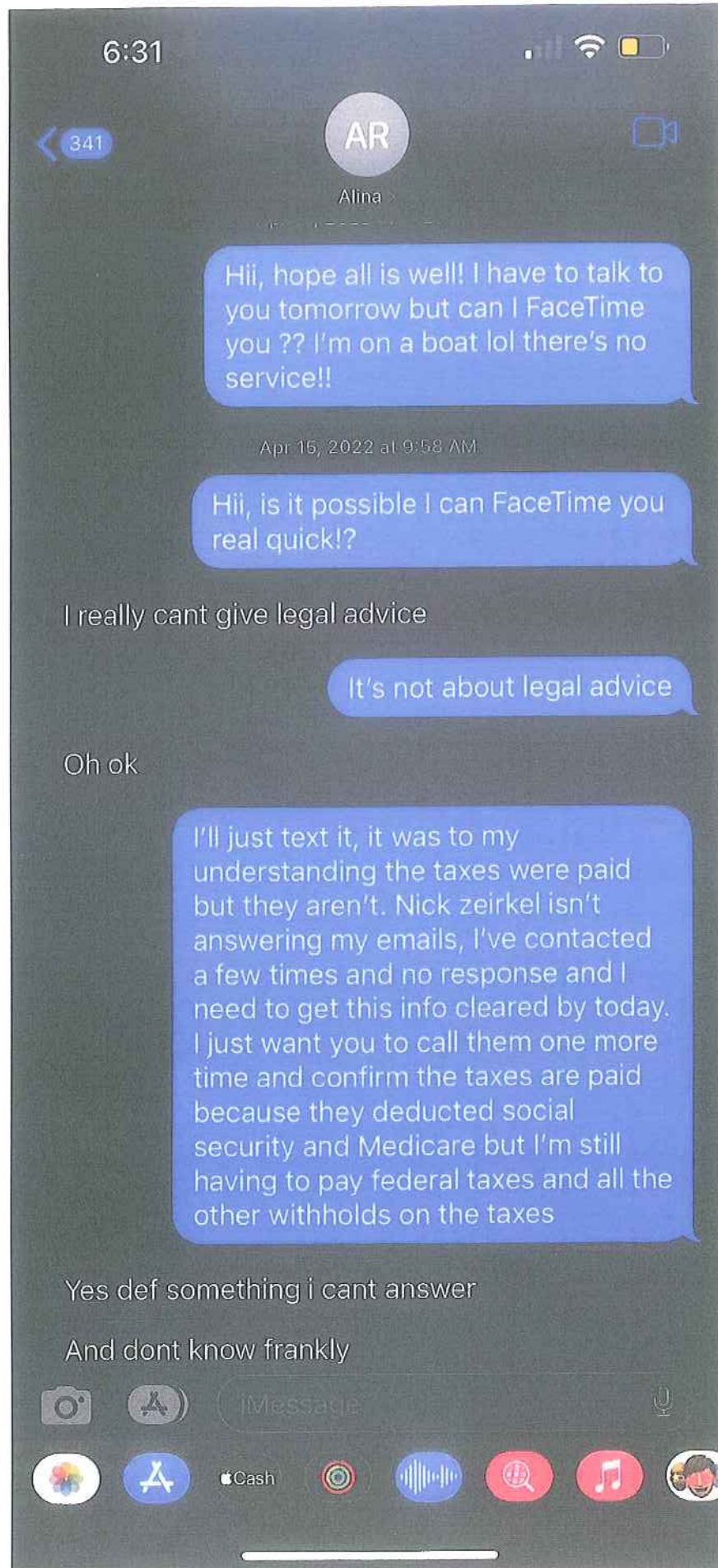
Aww that's so cool !! & yes, I'll be flying in the morning so maybe closer to noon? Is that okay

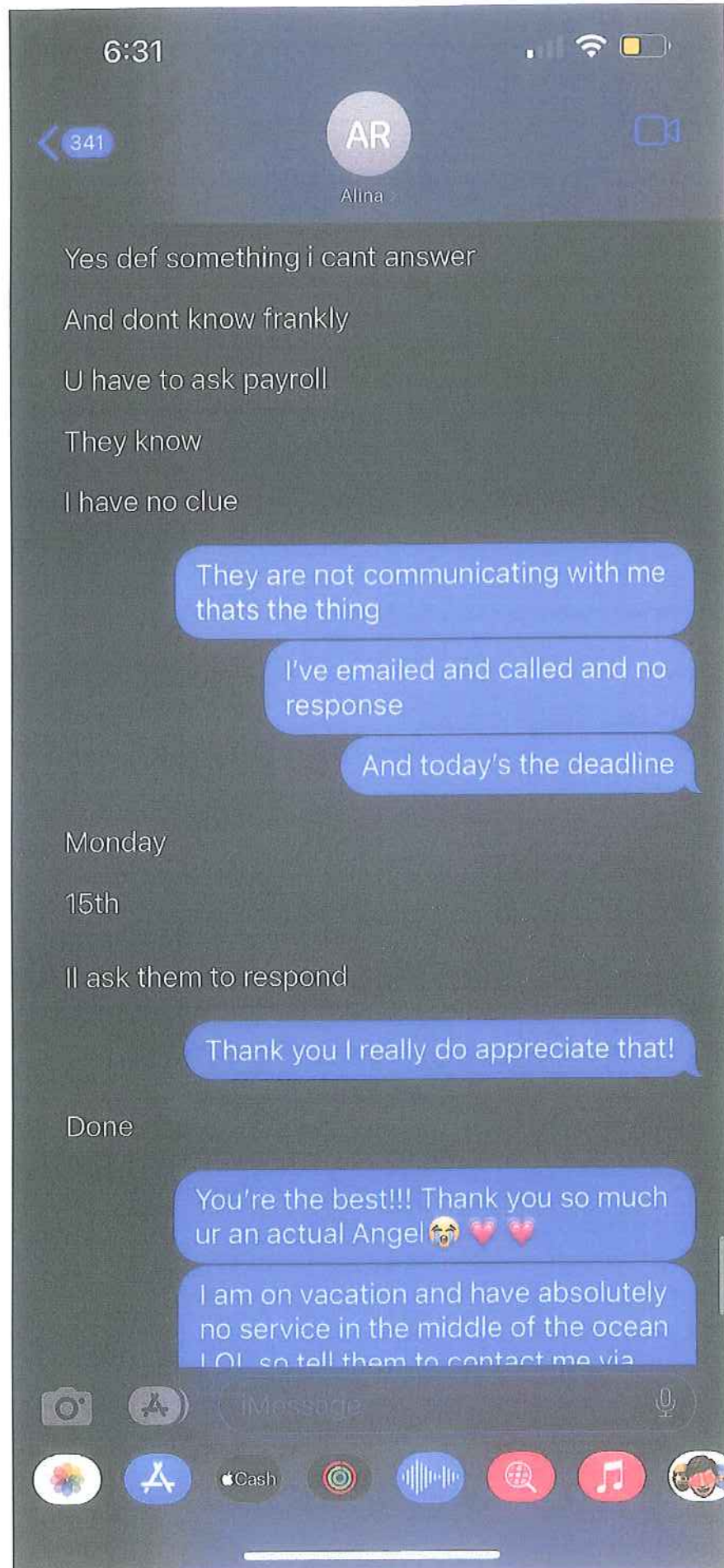












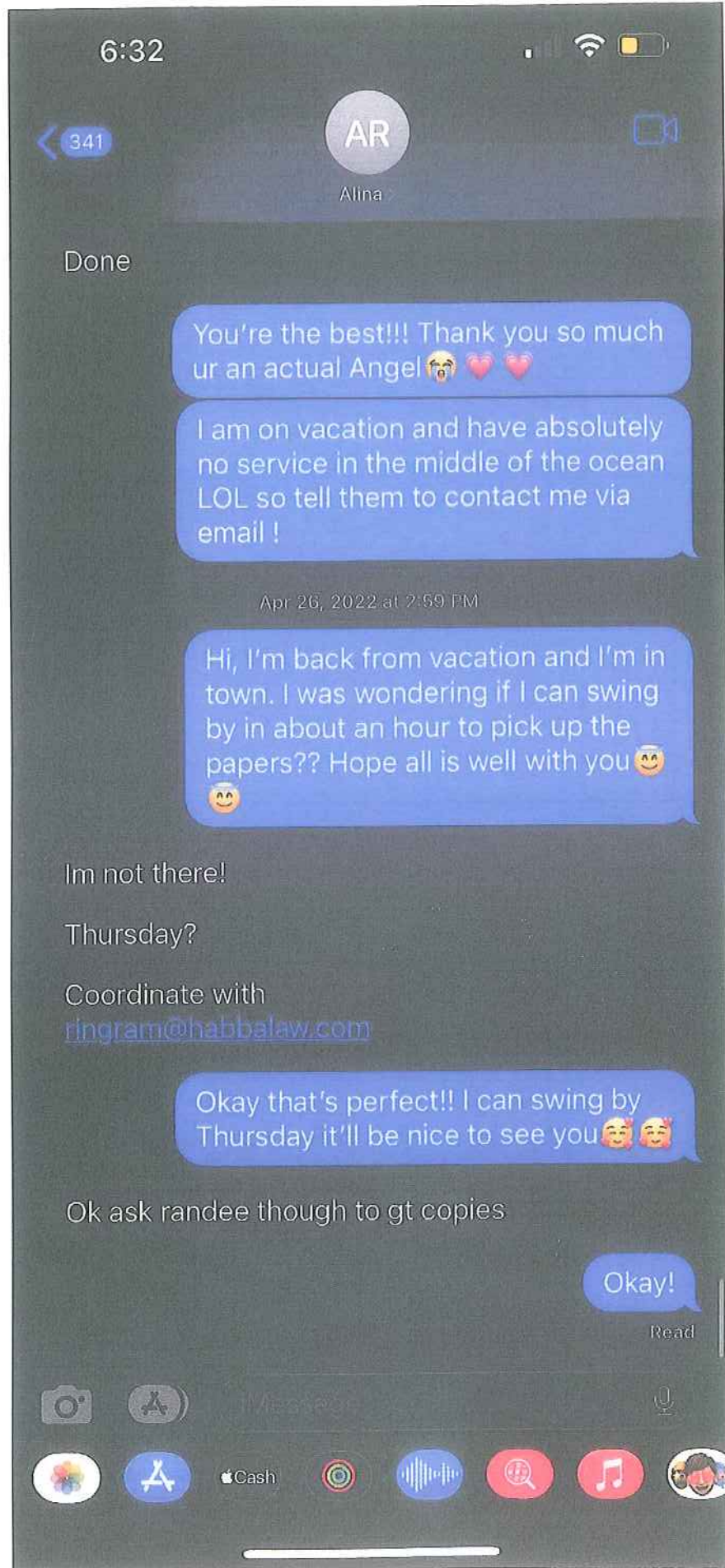


EXHIBIT C

CONFIDENTIAL SEVERANCE AND RELEASE AGREEMENT

This Confidential Severance and Release Agreement (this "Agreement"), dated as of the last date set forth below (the "Effective Date"), is entered into by and between Lamington Farm Club and its parents, subsidiaries, affiliates, and related companies (collectively, "Employer") and Alice Marie Bianco ("Employee"), individually referred to as each "Party" and collectively as the "Parties."

Recitals

This Agreement is entered into with reference to the following facts and recitals, which are true to the best of the Parties' knowledge and belief, and are made part of this Agreement:

WHEREAS, on or about May 12, 2021, Employee was hired by Employer to serve in the position of server.

WHEREAS, the Parties mutually deny all allegations of wrongdoing, but desire to settle any potential or outstanding disputes, differences and/or claims fully and finally, without any further legal action, finding of fact, or admission of liability.

WHEREAS, the Parties agree that it is in the mutual interests to sever their employer-employee relationship as of August 15, 2021 and to resolve the matters and disputes which exist or may exist between them, as well as all other claims, actions, or disputes, whether known or unknown, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of and for valuable consideration, covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. No Admission. This Agreement and compliance with this Agreement shall not be construed as an admission by Employer of any liability whatsoever, or as an admission by Employer of any violation of the rights of Employee or any person, or any violation of any order, law, statute, duty, or contract whatsoever against Employee or any other person. Employer specifically denies and disclaims any liability to Employee or any other person, in contract, tort or otherwise, for any alleged violation of the rights of Employee or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Employer or any of its owners, members, officers, directors, executives, representatives, managers, and/or employees. Nothing contained in this Agreement shall be construed as an admission of liability, wrongdoing, or misconduct on the part of Employer or any of its present, former, and future parents, subsidiaries, affiliates, owners, members, officers, directors, executives, representatives, managers, and/or employees.

2. Termination of Employment. Employee's employment with Employer shall be deemed terminated as of August 15, 2021 (the "Termination Date"). Employee shall be paid her salary, less tax withholdings and other appropriate deductions, through and until the Termination Date. Notwithstanding the Payment defined in Section 3, Employee expressly acknowledges, waives and agrees that she is not entitled to any additional compensation, benefits or bonuses from

Employer after the Termination Date, including, without limitation, salary, vacation, bonuses, stock, stock options, health care continuation coverage or any other compensation or benefits.

3. Payment to Employee. In consideration of, and in return for, the promises and covenants contained herein, Employer shall deliver to Employee the sum of [REDACTED] Dollars [REDACTED] (the "Payment"). The Payment shall be delivered via wire payment, direct deposit or check payable to Employee within fifteen (15) business days of the Effective Date.

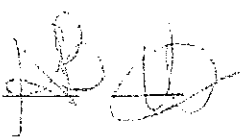
4. General and Special Release. For consideration of the Payment and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, Employee, for herself, and each of her present, former, and future heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, predecessors, successors, assigns, and all those who claim through her or could claim through her, unconditionally and irrevocably remises, waives, satisfies, releases, acquits, and discharges Employer, and each of its present, former, and future parents, subsidiaries, affiliates, predecessors, successors, assigns, assignees, owners, members, officers, executives, directors, managers and employees (whether acting in such capacity or individually), attorneys, representatives, heirs, executors, or administrators (the "Released Parties"), from and against any and all past, present and future claims, counterclaims, actions, causes of action, set-offs, demands, controversies, or liabilities of any nature, whether known or unknown or capable of being known, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits, debts, accounts, bills, compensation, damages, judgments, executions, warranties, expenses, claims, and demands whatsoever that Employee, or her attorneys, agents, representatives, predecessors, successors, and assigns have or may have against the Released Parties, for, upon, or by reason of any matter, cause, or thing, whatsoever, in law or equity, including, without limitation, any claim or cause of action for wrongful termination, impairment of ability to compete in the open labor market, breach of an express or implied contract, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, fraud, misrepresentation, defamation, slander, negligent infliction of emotional distress, infliction of emotional distress, discrimination, harassment, misconduct, hostile work environment, retaliation, disability, loss of future earnings, impairment of economic opportunity, any claim under common-law or at equity, any tort, claims for reimbursements, claims for commissions, or any claim or cause of action made or which could have been made by Employee against the Released Parties arising from her employment with Employer, her business or personal relations with the Released Parties, and/or her subsequent separation/termination from Employer, including any claim for pay, bonus, severance, or other benefits apart from the benefits stated herein, or claims for employment discrimination under any state, federal and local law, statute, or regulation or claims related to any other restriction, including without limitation, Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; the Human Rights Act, as Amended; the Age Discrimination in Employment Act, as amended; the Family and Medical Leave Act of 1993, as amended; and corresponding state and local anti-discrimination laws, as applicable, including but not limited to the human rights, civil rights, employment anti-discrimination laws, and family and medical leave laws of the State of New Jersey, as amended.

5. **Confidentiality.** Employee shall not, directly or indirectly, without the prior written consent of Employer, disclose, describe or characterize to any person or entity: (i) the terms or existence of this Agreement; (ii) any information or evidence elicited or exchanged in relation to this Agreement; or (iii) any underlying facts, information, disputes, differences, claims or allegations arising from or relating in any way to Employee's employment with Employer or her relations with the Released Parties, whether business, personal, or otherwise. Employee may only disclose the contents or terms of the Agreement to her accountants and the Internal Revenue Service for purposes of reporting the transactions contemplated herein, or if otherwise compelled by a court of law. The confidentiality provision is a material terms of this Agreement, breach of which will cause Employer irreparable harm. If Employee is required by an appropriate order of a competent court of law to disclose the terms of this Agreement to individuals other than those set forth herein, she shall notify Employer, in writing, at least fifteen (15) days prior to such disclosure. The terms of this Section shall survive any termination of this Agreement.

6. **Non-Disparagement.** Employee agrees and covenants that she shall refrain from all conduct, verbal or otherwise, that disparages or damages or that could reasonably be foreseen to disparage or damage the reputation, goodwill, or standing in the industry of Employer or any of the Released Parties including, but not limited to, making, publishing, or communicating to any person or entity, or in any public forum, any defamatory, damaging, harmful, offensive, or disparaging remarks, comments, or statements concerning Employer or any of the Released Parties or their business, or any of their existing or prospective customers, members, associates, investors, and other associated third parties, now or in the future. The terms of this Section shall survive any termination of this Agreement.

7. **Non-Interference and Non-Solicitation.** Employee agrees that that for a period of two (2) years from the Effective Date, she will not, directly or indirectly, individually or as an employee, officer, manager, director, consultant, contractor, vendor, partner, joint venturer, agent, or equity owner, in any capacity whatsoever, for her own benefit or for the benefit of any person, entity, partnership, venture or business, interfere with, disrupt, divert or take away, the business of Employer, including, without limitation: (i) interfering with, disturbing or disrupting or attempting to interfere with, disturb or disrupt any of Employer's past, present or future business activities or existing or potential contractual relationships, including, but not limited to, clients, customers, members, associates, partners, investors, consultants, vendors, contractors, employees, officers, managers, directors, members or owners, (ii) soliciting, hiring, inducing, engaging, negotiating with, partnering with, meeting with or attempting to solicit, hire, induce, engage, negotiate with, partner with or meet with any of Employer's existing or potential contractual relationships, including, but not limited to, clients, members, customers, partners, investors, consultants, vendors, consultants, contractors, employees, officers, managers, members or owners, and (iii) deriving any benefit, in any manner, from any commercial or business relationship or contemplated commercial or business relationship with any of Employer's existing or potential clients, members, customers, partners, investors, consultants, vendors, consultants, contractors, employees, officers, managers, members or owners. The terms of this Section shall survive any termination of this Agreement.

8. **Breach, Damages and Remedies.** If either Party fails to perform any of the covenants as set forth in this Agreement, or otherwise breaches any material representation, covenant or warranty under this Agreement, the other Party may pursue any and all legal or equitable remedies



available in a court of law. In such an action, the prevailing party shall be entitled to an award for reimbursement of any and all attorneys' fees, expenses and costs incurred by the prevailing party in furtherance of pursuing or defending the action. As set forth in Section 9, additional remedies shall be available to Employer for any breach by Employee of the covenants contained in Sections 5, 6 or 7.

9. Injunctive Relief. Employee acknowledges that a breach of any of the covenants contained in Sections 5, 6 or 7 will result in material, irreparable injury to Employer for which there is no adequate remedy at law and that it will not be possible to measure damages for such injuries precisely. Without limiting any other remedies available to Employer, in the event of such a breach or threat thereof, Employer shall be entitled to obtain a temporary restraining order, preliminary injunction, and/or permanent injunction against Employee restraining her from engaging in the conduct that is resulting in the breach(es) of Sections 5, 6 or 7 without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach. In addition, without limiting any other equitable relief available to Employer, in the event that it is determined by a competent court of law that Employee did in fact breach any of her obligations set forth in Sections 5, 6 or 7, Employee shall be required to return the Payment to Employer within seven (7) days and Employer shall be entitled to additional equitable relief in the amount of One Thousand Dollars (\$1,000.00) for each day of the applicable violation period. Employer shall also be entitled to recover from Employee any and all costs and expenses, including reasonable attorneys fees, incurred in its efforts to enforce its rights under this Agreement. Notwithstanding any provision to the contrary, any applicable restriction period contained in Sections 5, 6 or 7 shall be tolled during any period of violation of any of the covenants of Sections 5, 6 or 7 and during the period of any litigation during which Employer seeks to enforce the covenants if it is ultimately determined that Employee was in breach of any of the covenants of Sections 5, 6 or 7.

10. Waiver of Right to Independent Counsel. The Parties expressly acknowledge and agree that the provisions of this Agreement are fair and equitable. The Parties acknowledge that neither party was represented by counsel and that this Agreement was prepared by a neutral attorney representing neither party. Each Party acknowledges that it has been advised to obtain independent legal counsel, that it has voluntarily refused and/or waived its right to consult with an attorney and that it has read and understands the contents and legal effect of this Agreement. The Parties acknowledge that the neutral attorney is acting for the sole purpose of drafting the Agreement of the Parties and that the neutral attorney is released from any and all responsibility or liability in connection with the drafting of this Agreement and any potential consequences arising therefrom.

11. Knowing and Voluntary Assent. The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them and that they waive any right to rescind or set aside this Agreement, except on the finding that there has been an actual misrepresentation knowingly made by the other Party with intent to defraud. Further, the Parties verify that they are of the legal age and mental competency required to enter into in this Agreement.

12. Tax Treatment. Employer makes no representations as to the tax treatment of the Payment called for in Section 3, and Employee acknowledges that she is not relying on any statement or representation of Employer in this regard. Employee agrees to pay any taxes that may be due as a result of the Payment.

13. Governing Law. This Agreement, including any rights, remedies or obligations provided for hereunder, shall be governed by the laws of the State of New Jersey and construed and enforced in accordance with the laws of that state. Jurisdiction and venue shall be solely within the state or federal courts of New Jersey and any action, suit or litigation shall be exclusively brought therein.

14. Costs. Each Party shall bear its own costs in connection with this Agreement, and the Parties waive and release any claims they otherwise have or may have had to such costs and attorneys' fees.

15. Construction of Agreement. This Agreement shall be construed as a whole according to its fair meaning and as if the Parties jointly prepared it. Any uncertainty or ambiguity in the Agreement shall not be strictly interpreted or construed against any Party.

16. No Oral Modification. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties.

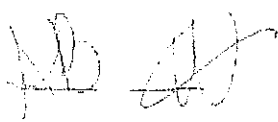
17. Representations, and Indemnifications. The Parties represent and warrant to each other that each is the sole and lawful owner of all right, title and interest in and to every claim and other matter that each releases and/or waives in this Agreement and that they have not previously assigned or transferred, or purported to do so, to any person or other entity any right, title or interest in any such claim or other matter. In the event that such representation is false and any such claim or matter is asserted against any Party by anyone who is the assignee or transferee of such a claim or matter, then the Party who assigned or transferred such claim or matter shall fully indemnify, defend and hold harmless the Party against whom such claim or matter is asserted and its successors from and against such claim or matter and from all actual costs, attorneys' fees, expenses, liabilities and damages that that Party and its successors incur as a result of the assertion of such claim or matter.

18. Severability. If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

19. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors, assigns, administrative agents, heirs and estate, as the case may be. No party may assign its rights and obligations under this Agreement to any third party without the prior consent of the other parties hereto; provided, that the Corporation may assign its rights hereunder to its lenders without the prior consent of the parties hereto.

20. Final and Binding Agreement. The Parties acknowledge that this Agreement is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assigns.

21. Entire Agreement. This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. No other agreement, written or oral, expressed



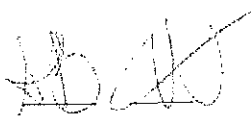
or implied, exists between the parties with respect to the subject matter of this Agreement, and the Parties represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

22. Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by email with confirmation or when received if mailed by first class registered or certified mail, postage prepaid.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one instrument.

24. Headings and Captions. The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

[Signature Page to Follow]

A handwritten signature in blue ink, appearing to be "B. A.", is located at the bottom left of the page.

