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November 4, 2024

VIA ECF

Hon. Lewis J. Liman
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

Re: *Freeman et al. v. Giuliani*, No. 24-mc-353 (LJL)

Dear Judge Liman:

Plaintiffs and Receivers Ruby Freeman and Wandrea' Moss ("Plaintiffs") respectfully submit this report pursuant to the Court's Order of October 31, 2024 (ECF No. 75) regarding the status of Defendant's compliance with the October 22, 2024 Turnover and Receivership Order (ECF No. 62) (the "Receivership Order").

As of this writing, Defendant has yet to transfer any property into the Receivers' custody. More concerning, and as set forth in more detail below, Defendant and his counsel have refused or been unable to answer basic questions about the location of most of the property subject to the receivership. Meanwhile, when the Receivers' representatives were finally granted access to the New York Apartment, they learned for the first time upon entering that Defendant had moved virtually all of its contents out approximately four weeks ago—something that neither Defendant nor Defendant's counsel had bothered to mention.

On October 30, 2024, Plaintiffs reported to the Court that a representative of the Receivers' moving and storage company, along with attorneys for the Receivers, would be provided access to Defendant's apartment at 45 East 66th Street, Apartment 10W (the "Apartment"). That visit occurred on the morning of October 31, 2024.

The visit to the Apartment, which all parties understood to be for the purposes of assessing the transportation and storage needs for the receivership property contained therein, instead revealed that the Apartment was substantially empty. Save for some rugs, a dining room table, some stray pieces of small furniture and inexpensive wall art, and a handful of smaller items like dishes and stereo equipment, the Apartment has been emptied of all of its contents. Notably, that includes the vast majority (if not all) of the valuable receivership property that was known to be stored there, including (based upon listing

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photographs of the Apartment), art, sports memorabilia, expensive furniture, and other items not conspicuous enough to appear in listing photographs. According to the representative of Douglas Elliman who accompanied the Receivers' representatives to the Apartment, Defendant or his representatives moved most of the contents of the Apartment out approximately four weeks prior to Thursday's visit, with some additional items having been moved at a later date.

As can be seen from the correspondence attached hereto as **Exhibit A**, Receivers' counsel immediately expressed their surprise and concern to Defendant's counsel. Apparently, despite the restraining notice governing the contents of the Apartment, the pending motion for turnover and receivership with respect to that property, and the subsequent granting of that motion, neither Defendant nor his counsel thought to mention that the receivership property contained in the Apartment had been secreted away.

More concerning, Defendant's counsel has so far been unable to state where that property, or a large majority of the other receivership property, is. Defendant's counsel informed the Receivers' counsel that some unspecified property is now in storage at a facility in Ronkonkoma, New York, but has not disclosed *what* property is stored there. After numerous unsuccessful attempts to contact the manager of that storage facility at the phone number provided by Defendant's counsel, as of this writing the Receivers only just heard back—not from the storage facility itself, but from its attorney.¹ Meanwhile, Defendant's counsel continue to ignore repeated requests for an inventory of the items stored there.

More broadly, Defendant's counsel have ignored most of the Receivers' counsel's requests for information regarding the location of all receivership assets. With a few exceptions, noted below, Defendants' counsel have proved either unable or unwilling to provide the requested information, despite having represented to this Court on October 29 that the receivership property was "being held for delivery wherever Plaintiffs request." ECF No. 68.

- **The Co-Op Shares and Proprietary Lease.** Days after representing to the Receivers and the Court that he was prepared to comply with the Turnover and Receivership Order, Defendant acknowledged that he does not actually know where the co-op share certificates or the proprietary lease actually are. The Receivers have also learned that the co-op's records (and consequently, the share certificates) were never updated following the legal transfer of the co-op into Defendant's exclusive possession and ownership following his divorce from Judith Giuliani. While these are, at worst, paperwork issues to be addressed with the co-op and the Defendant, they further call into question Defendant's posture of readiness and cooperation expressed on October 29.
- **The Contents of the New York Apartment.** As discussed above, Defendant apparently emptied the New York Apartment of substantially all of its contents approximately four

¹ The Receivers understand from consultation with their moving and transportation company that a facility like the one at issue here requires significant arrangements made in advance, and ultimately significant labor in order to access and identify property stored inside: rather than individual storage units, the facility is a warehouse that stores items in large stacked wooden crates, which require special equipment to be moved and accessed.

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weeks ago. Since that date, and since the Receivers learned of the situation on Thursday, October 31, Defendant and his counsel have provided no information regarding when that property was moved, where it was taken, or the conditions under which it is being stored.

- **The Cash Accounts.** The Receivers have made arrangements to establish an escrow account consistent with the terms of the Turnover and Receivership Order. On Thursday, October 29, Receivers' counsel provided wire instructions to Defendants' counsel and instructed Defendant to initiate wires of all funds subject to the Turnover and Receivership Order. As of this writing, the Receivers are not aware that any such transfer has occurred. Defendant's only explanation for the delay is that the restraining notice issued to Citibank still applies to the funds, apparently ignoring the language permitting transfers "pursuant to an order of the court," which has obviously now occurred. Separately, Defendant's counsel has provided statements from Defendant's Citibank accounts purporting to show that Defendant has only \$3,907.99 in non-exempt funds subject to the Turnover and Receivership Order. That revelation, combined with transactions listed on the statements showing five-figure transfers of funds out of the - 5812 account in the months of July and August, raise significant questions about the location of other cash assets belonging to Defendant.
- **Other Personal Property.** The Receivers have repeatedly requested a complete inventory of receivership property in Defendant's possession, detailing the property and its location. Defendant's counsel has so far refused to provide this, despite acknowledging in their letter to the Court that the Turnover and Receivership Order requires Defendant "to comply with the directives of the receivers and to execute and deliver any documents that the receivers request." ECF No. 68; *see* Turnover and Receivership Order ¶ 4(f). Fundamentally, it is troubling that Defendant has simply refused to tell the Receivers or their representatives where any particular item of property is, with certain limited exceptions. Those exceptions include:
 - Defendant's counsel has indicated that the Mercedes automobile is located in Florida, but has not said where it is garaged.
 - Defendant's counsel has indicated that the "wristwatches" are also located at the Palm Beach Condo, but without specifying which wristwatches that includes.

In sum, Defendant has yet to reveal where the vast majority of the receivership property is actually located, despite repeated requests to his counsel. That includes all of the sports memorabilia, jewelry, furniture, and—with the two exceptions noted above—all of the other personal property listed in the Turnover and Receivership Order. That silence is especially outrageous given the revelation that Defendant apparently took affirmative steps to move his property out of the New York Apartment in recent weeks, while a restraining notice was in effect and while a turnover motion was pending with respect to that property. And furthermore, despite the cooperative pose put on by Defendant in his letter of October 29, 2024, the Receivers' inquiries since that time have been met predominantly with evasion or silence.

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The Receivers will continue to work diligently to take possession of the receivership property, even in the face of Defendant's obstinance. But as things stand, the Receivers do not know where the majority of that property is or whether it is being adequately maintained, insured, and protected from loss, damage, or other diminution in value. Defendant's counsel have promised responses to some of these questions, but have yet to follow through.

If Defendant does not begin to comply fully and promptly with the Receivers' requests under the Turnover and Receivership Order, the Receivers are prepared to seek relief under the terms of that Order.

The Receivers look forward to discussing these issues with the Court at the conference scheduled for November 4, 2024.

Respectfully submitted,

s/ Aaron E. Nathan

EXHIBIT A

Nathan, Aaron E.

From: Nathan, Aaron E.
Sent: Friday, November 1, 2024 5:40 PM
To: David Labkowski
Cc: Kenneth Caruso; Gottlieb, Michael; Governski, Meryl Conant; Rachel Goodman; Brittany Williams; John Langford; Houghton-Larsen, M Annie; Sisco, Ciara
Subject: RE: Freeman v. Giuliani, No. 24-mc-353

David, Ken, these responses are not remotely sufficient. It has now been days since you represented to the Court that the receivership property was being “held for delivery wherever Plaintiffs’ request,” and despite our repeated inquiries, you have yet to tell us where the vast majority of that property actually is. Below, you admit that even Mr. Giuliani does not know where the co-op shares or the proprietary lease is. We do not understand how you could have made that representation to the Court on Tuesday and be unable to answer these basic questions despite our repeated inquiries since then.

I am not going to address your comments below line by line. I would ask that you review the requests we sent you yesterday and respond to them fully. To summarize some highlights of requests you have ignored, we require a complete inventory of all receivership property, including itemized descriptions and their location. We need to know where the property from the New York apartment was taken and when—if to multiple locations, we need details about exactly what was taken where. (If you are unwilling to accept our “suggestion” that the apartment has been substantially cleared out, we have photographs that we can file with the Court that would remove all doubt, and notwithstanding your “understanding” that the restraining notice was not violated, we will come to a conclusion about whether Mr. Giuliani’s conduct constituted “interference” with the restrained property after we have learned all the facts.) For the storage facility at Ronkonkoma, we need you to tell us what is there, and produce immediately any inventory detailing the items stored there, whether Mr. Giuliani has that in his records or needs to request it from the storage facility. The contact you gave us at the storage facility, Mr. Verlander, has not picked up the phone today despite several attempts.

Again, this is a summary of outstanding issues and I refer you to my more specific requests below. Be in touch promptly.

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From: David Labkowski <david@labkowskilaw.com>
Sent: Friday, November 1, 2024 3:24 PM
To: Nathan, Aaron E. <ANathan@willkie.com>
Cc: Kenneth Caruso <ken.caruso@kennethcarusolaw.com>; Gottlieb, Michael <MGottlieb@willkie.com>; Governski, Meryl Conant <MGovernski@willkie.com>; Rachel Goodman <rachel.goodman@protectdemocracy.org>; Brittany Williams <brittany.williams@protectdemocracy.org>; John Langford <john.langford@protectdemocracy.org>; Houghton-Larsen, M Annie <MHoughton-Larsen@willkie.com>; Sisco, Ciara <CSisco@willkie.com>
Subject: Re: Freeman v. Giuliani, No. 24-mc-353

*** EXTERNAL EMAIL ***

Aaron, responding to your email of yesterday afternoon, here is where I believe things stand:

1. Property in storage in Ronkonkoma. We have contacted the storage company, copying you, and have given you the applicable contact information. Let us know what else you need/want.
2. Property in the NY apartment. You had access yesterday, and presumably have continued access. With respect to your suggestion that property was removed from the apartment: We have made inquiries; it is our understanding that no property was removed in violation of any restraining order. We will be happy to meet and confer regarding your questions or concerns.
3. The NY apartment itself. Mr. Giuliani does not know where the share certificates or the proprietary lease are. We spoke with Cozen O'Connor (counsel to the Coop) today regarding this. They advised us that per the Coop's ledger, the apartment is still owned by Judith and Rudolph Giuliani. The Coop therefore asked us for a copy of the divorce decree, which gave Mr. Giuliani sole possession of the apartment. We are working on this now. Cozen advised us that they would draft the requisite paperwork to transfer the shares. We will authorize you to deal with Cozen if you regard that as more efficient. We understand that an insurance policy for the property is active, and we are currently securing proof, which we will forward as soon as we have it. We explicitly told Cozen to let you, your team, and movers into the apartment, without any conditions. Our client has assured us that neither he, Mr. Goodman, nor Ms. Ryan will enter the apartment.
4. Automobile in Florida. As discussed earlier this week, we will have our client sign documents transferring title, and then give you the keys.
5. Wristwatches. We understand that these items are in the Palm Beach Condo. Let us know what arrangements you wish to make for their pick-up.
6. Bank account (5812). Given that you have a restraining notice on the Citibank account, and it is still frozen, we believe the best next step is for you to send Judge Liman's order to the bank and execute on it accordingly. We don't think that Citibank will allow Mr. Giuliani to make wire transfers, given that the account is frozen. However, on this issue, we are open to all suggestions.

Please let us know if you need/want to discuss further items.

David

On Fri, Nov 1, 2024 at 11:50 AM Nathan, Aaron E. <ANathan@willkie.com> wrote:

Ken, David, we are still awaiting responses to each of the items listed below; you have provided us with contact information for a Mr. Verlander with an email address associated with "The America First Warehouse," and asked that he allow us access to whatever storage facility may be there, but we have received no other communications from you regarding the below. We need complete answers to all of the below questions and requests immediately, including the inventory of items stored at any storage unit, and the requested inventory of all receivership property by the end of the day.

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From: Kenneth Caruso <ken.caruso@kennethcarusolaw.com>

Sent: Thursday, October 31, 2024 4:20 PM

To: Nathan, Aaron E. <ANathan@willkie.com>; david@labkowskilaw.com

Cc: Gottlieb, Michael <MGottlieb@willkie.com>; Governski, Meryl Conant <MGovernski@willkie.com>; Rachel

Goodman <rachel.goodman@protectdemocracy.org>; Brittany Williams <brittany.williams@protectdemocracy.org>; John Langford <john.langford@protectdemocracy.org>; Houghton-Larsen, M Annie <MHoughton-Larsen@willkie.com>; Sisco, Ciara <CSisco@willkie.com>
Subject: Re: Freeman v. Giuliani, No. 24-mc-353

*** EXTERNAL EMAIL ***

Aaron, I am tied up with a family obligation now and this evening. We will respond tomorrow. Thank you.

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From: Nathan, Aaron E. <ANathan@willkie.com>
Sent: Thursday, October 31, 2024 4:10:01 PM
To: Kenneth Caruso <ken.caruso@kennethcarusolaw.com>; david@labkowskilaw.com <david@labkowskilaw.com>
Cc: Gottlieb, Michael <MGottlieb@willkie.com>; Governski, Meryl Conant <MGovernski@willkie.com>; Rachel Goodman <rachel.goodman@protectdemocracy.org>; Brittany Williams <brittany.williams@protectdemocracy.org>; John Langford <john.langford@protectdemocracy.org>; Houghton-Larsen, M Annie <MHoughton-Larsen@willkie.com>; Sisco, Ciara <CSisco@willkie.com>
Subject: Freeman v. Giuliani, No. 24-mc-353

Ken, David:

As you know, our mover visited the New York apartment this morning, accompanied by two attorneys for the receivers. Upon arrival, we learned that no one had notified anyone at the apartment building (including the superintendent, door-man, or co-op lawyer) about our need for access. It took nearly two hours before we were able to access to the apartment. Moreover, you still have not informed us where the co-op shares, proprietary lease, or the keys are located, much less delivered them to the receivers. We expect confirmation by the end of the day about where those items are and how you plan to deliver them to the receivers.

We were surprised to find that the New York apartment has been almost entirely emptied out, including the vast majority of the furniture, art, and memorabilia removed from the rooms and walls. The property manager from Douglas Elliman, who accompanied us, stated that most of the apartments' contents were moved out approximately four weeks ago, with some additional items moved out more recently.

Given all that has transpired, we are surprised and concerned that you did not inform us that the receivership property in the apartment – which has been subject to a restraining notice since early August, subject to a pending turnover motion since August 30, and subject to a turnover/receivership order since October 22 – had been moved elsewhere. Based on public listing photographs of the apartment, we know that a significant portion of the valuable receivership property had previously been stored there, including art, sports memorabilia, expensive furniture, and surely more besides.

In light of the unannounced and unexplained disappearance of the property that had been in the New York apartment, we are now seriously concerned that Mr. Giuliani is not properly safeguarding property that now rightfully belongs to the receivership. And to this date, we have not been provided with any detailed information about where any of the movable receivership property is. Accordingly, we need the following answers and assurances immediately.

By the end of the day:

- Explain where the contents of the New York apartment were taken, the date of the move (or moves), and where the receivership property is as of today;
- Provide a copy of any inventory in Mr. Giuliani's possession or control detailing the contents of the storage unit in Ronkonkoma;
- Provide authorization to access to the storage unit in Ronkonkoma and inspect its contents, including by cc'ing the attorneys on this email and Jeff Morgan jmorgan@morganmanhattan.com, on a communication to individuals at the facility who can provide access, and authorizing Jeff Morgan and his employees to inspect and inventory the contents of the storage facility. Our mover (Jeff or a representative of his company) and an attorney for the receivers will require access to the storage unit **tomorrow**, and your client must ensure that such access is granted without delay. Further, we expect Mr. Giuliani to take all steps to ensure the receivership has ongoing access in order to take all of the property in the storage unit into possession at a date in the near future;
- Confirm the location of the co-op shares, proprietary lease and keys to the New York apartment and explain how you plan to deliver them to the receivers;
- Confirm that Mr. Giuliani's current homeowners' insurance policy is in effect, and provide proof of the same. If there is no such policy, confirm that in writing and state when the most recent effective policy lapsed;
- Communicate to Mr. Giuliani that neither he nor anyone else (including Ted Goodman and Maria Ryan) are to enter the apartment without advanced permission from and being accompanied by the receivers or their representatives. We will be instructing the co-op board and the managing agent to restrict access to the apartment absent express, advance permission from the receivers or their representatives.

By the end of close of day tomorrow:

- Provide a list of all property subject to the turnover and receivership order, identifying the property with specificity and identifying where it is currently located.

We are disappointed by Mr. Giuliani's continued lack of transparency and disclosure with respect to basic obligations under the turnover and receivership order. Moreover, your letter to the Court of October 29, 2024, representing that the receivership property was being "held for delivery wherever Plaintiffs' request" now appears all the more

misleading in light of the revelations of the past two days. It is now clear that – at best – you did not know where the relevant property was.

We reserve all rights, including with respect to property not discussed in this email. If Mr. Giuliani does not begin to provide full and transparent cooperation with the receivership, you can expect that we will seek prompt relief from the Court.

Thank you for your prompt attention.

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