

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

TRUMP FERRY POINT LLC,

Petitioner,

-v-

MITCHELL J. SILVER, in his capacity as  
Commissioner of Parks and Recreation; the  
DEPARTMENT OF PARKS AND RECREATION;  
and the CITY OF NEW YORK,

Respondents.

Index No.: \_\_\_\_\_

**VERIFIED PETITION**

**ORAL ARGUMENT  
REQUESTED**

Petitioner, Trump Ferry Point LLC (the “Petitioner” or “Licensee”), for its Petition against Respondents Mitchell J. Silver, in his capacity as Commissioner of Parks and Recreation (the “Commissioner”), the Department of Parks and Recreation (“Parks” or the “Department”); and the City of New York (the “City”) (together, “Respondents”), alleges as follows:

**PARTIES**

1. Petitioner is a limited liability company organized under the laws of the State of Delaware. Petitioner operates Trump Golf Links at Ferry Point Park, an 18-Hole Jack Nicklaus Signature golf course (the “Golf Course”), as well as a driving range, a clubhouse, and ancillary facilities, at Ferry Point Park (together, the “Licensed Premises”), in Bronx County, New York.

2. Respondent Mitchell J. Silver (the “Commissioner”) is the Commissioner of Parks and Recreation, and is named as a Respondent in his official capacity.

3. Respondent Department of Parks and Recreation (“Parks”) is an agency of Respondent City of New York (the “City”). Parks’ principal offices are located at The Arsenal, 830 Fifth Avenue, New York, New York 10065.

### **JURISDICTION AND VENUE**

4. Petitioner brings this proceeding pursuant to Article 78 of the CPLR, seeking principally a judgment annulling a final determination by Respondents, which terminated a certain License Agreement, described below.

5. This proceeding is timely under CPLR § 217 in that Petitioner commenced it within four months of March 21, 2021, the date of the final determination challenged here.

6. This Court has personal jurisdiction over all Respondents pursuant to CPLR § 301.

7. Venue is proper in this County under CPLR §§ 506(b) and 7804(b) in that Respondents maintain their principal offices in New York County and Respondents made the challenged determination in New York County.

### **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

#### **A. Ferry Point Park**

8. The history of Ferry Point Park is long and harrowing. For nearly half a century, it was an active landfill, rife with environmental contamination and safety hazards. The City's attempts to develop Ferry Point Park were futile and costly. In May 2000, the City entered into a license agreement with an inexperienced developer whose actions only exacerbated Ferry Point's environmental problems. Amid overspending, and allegations of fraud and corruption, the project, scheduled for completion by January 2003, foundered, costing taxpayers more than \$120 million. The City terminated that failed license agreement in late 2006.

9. In each 2007 and 2008, the City issued a Request for Proposals to develop a golf course and related improvements at Ferry Point Park. The City received no proposals.

10. In 2008, the City entered into a contract with Jack Nicklaus to develop a “Jack Nicklaus Signature” golf course at Ferry Point Park.

**B. The City Enters Into a License Agreement with Petitioner**

11. On February 19, 2010, in an effort to revive the project, Mayor Bloomberg directed Parks to issue a Request for Offer “for the operation and maintenance” of Ferry Point Park (the “RFO”). The RFO stated: “Parks is seeking innovative offers from entities that can demonstrate substantial experience in the operation of golf courses and management of large scale events and sufficient financial capability to operate and maintain this concession at the highest level.” In response, Parks received offers from several interested parties – including the Trump Organization, as well as The Tournament Players Club (TPC), an affiliate of the Professional Golfers Association (PGA).

12. As part of its proposal, the Trump Organization offered to invest a substantial amount of its own funds in capital improvements, including the construction of a first class, state-of-the-art clubhouse. No other bidder – including the Tournament Players Club – was willing to make such a huge commitment, not only to complete the Golf Course, but also to construct a clubhouse and related facilities, all using its own capital.

13. After a competitive proposal process, Parks selected the Trump Organization.

14. On February 21, 2012, after nearly two years of intense negotiations, the City, acting by and through Parks, and Petitioner entered into the License Agreement and the related Development Agreement for development of the Golf Course and ancillary facilities (together, the “License”). Exhibit A.

**C. The License Agreement**

15. Pursuant to the License, the City granted Licensee a license to “operate, manage and maintain the Licensed Premises, including, without limitation, the Golf Course Facilities and

the Park Snack Bar” and “to design, construct, operate, manage and maintain the Clubhouse at the Licensed Premises[.]”

16. The License provides, among other things, that Licensee shall: expend “at least” \$10 million in Capital Improvements (Exhibit A § 10); “[o]perate and maintain the Golf Course Facilities” (§ 9.1(b)(i)); “[d]esign, construct, operate and maintain the Clubhouse” (§ 9.1(b)(ii)); and “[p]erform such ongoing and preventive maintenance activities reasonably necessary to maintain the Licensed Premises in good order and repair (and consistent with a first class, tournament quality daily fee golf course and to a quality level consistent with the reasonable standards of a Jack Nicklaus Signature golf course[.]” § 9.1(b)(ii).

17. Using its own funds, Petitioner did not merely complete the Golf Course and construct an award-winning Clubhouse, golf cart storage facility and related facilities on the Licensed Premises. At a time when no one else would, Petitioner paid for every single aspect of the completion of the Golf Course and the construction of the capital improvements – from the laying of the Clubhouse’s foundation, to the marble and faucets in the restrooms; from the windows and doors, to the roof and spire; from the installation of a gas pipe to bring sufficient gas service to the Clubhouse; to the ovens and stoves in the kitchen; from the carpets and hardwood floors, to the tables and chairs that rest on them; from the fleet of golf carts, to the golf tees and ball markers. And, to this day, Petitioner continues to pay for every single cost and expense required to maintain the standards of this world class facility – including the salaries and benefits of its more than 200 employees.

18. The License provides: “Licensee shall be entitled . . . to conduct tournaments . . . at the Licensed Premises[.]” Exhibit A § 9.3(a)(1).

19. The License has a 20-year term, over which Petitioner pays License Fees. Exhibit A § 3.1(d).

20. The License permits Parks to terminate the License short of 20 years either “for cause” or “at will.”

21. With respect to “for-cause” termination, Parks must prove material breach, Exhibit A § 3.3, in which case “all rights of Licensee herein shall be forfeited[.]” Exhibit A § 3.4.

22. With respect to an “at-will” termination, the Commissioner may terminate the License “at will . . . however, such termination shall not be arbitrary or capricious.” Exhibit A § 3.2(a). If the Commissioner does terminate the License at will, then Parks must pay to Petitioner a Termination Payment equal to the sum of, among other things, capital improvements costs and grow-in costs expended by Petitioner. Exhibit A §3.2(b). Here, the Termination Payment would approximate \$30 million.

**D. Petitioner Successfully Opens and Operates Trump Golf Links at Ferry Point Park As a Premier Tournament Quality Golf Course**

23. In April 2015, Petitioner opened the Golf Course to the public to rave reviews. Jack Nicklaus stated that “[y]ou have an ideal situation with Ferry Point...It’s an unbelievable golf course. I hope it’s a great source of pride for New Yorkers and a special experience for those who visit.”<sup>1</sup>

24. In March 2019, Petitioner opened the \$13-plus million first-class, state-of-the-art Clubhouse to the public, more than one year ahead of schedule. The Clubhouse includes an

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<sup>1</sup> *Trump’s Ferry Point officially opens to rave reviews*, Nicklaus.com, (May 26, 2015), <https://www.nicklausdesign.com/2015/05/26/trumps-ferry-point-opens-to-rave-reviews/>.

indoor/outdoor restaurant, open to the public, golfing and non-golfing alike, providing views of the Long Island Sound and the City skyline.

25. The golf course, Trump Golf Links at Ferry Point Park, has consistently been ranked as one of the premier public golf courses not only in the New York Metropolitan area, but across the country, rivaling the best courses in the world.

26. Since commencing its operation of the Licensed Premises in April 2015, Petitioner— as evidenced by, among other things, numerous resoundingly favorable reviews, awards and accolades recognizing the Licensed Premises as one of the best public golf courses in the United States – has fully complied with, and continues fully to comply with, its obligation to operate the Licensed Premises as a first class, tournament quality daily fee golf course.

27. Those reviews, awards and accolades have appeared in, among others, the following publications and rankings:<sup>2</sup>

- *Golf Digest* - Best New Courses (2015);
- *Golf.com* - Best New U.S. Course You Can Play (2015);
- *Golfweek* - Best State-by-State Courses You Can Play (#2 in New York) (2015-2020);
- *Golf.com* - Top 100 Teachers in America (Michael Breed) (2015-2019);
- *Golf.com* - New York Golf Courses: Best Public Golf Courses (#2) (2016);
- *Golf Digest* - Best Golf Schools & Academies (2016);
- *Golf Digest* - Best Golf Schools & Academies, Northeast (2016-2020);
- *Golf Digest* - America's 100 Greatest Public Courses (2017);

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<sup>2</sup>A non-exhaustive list of the reviews, awards and accolades received by the Licensed Premises is set forth in Exhibits L and N.

- *Golf.com* - Top 100 Courses You Can Play (#43 out of #100) (2017);
- *MGA, Modern Dream 18* (Best Holes You Can Play in the Metropolitan Area) (Hole #18) (2017); and
- *Golfweek* - Top 100 Courses You Can Play in the United States (2019-2020).
- *Golf Advisor* – Golfers’ Choice: Best Golf Courses in New York (2020-2021)

28. Commissioner Silver himself stated, “This official opening of the new premier public golf course at Ferry Point Park gives us the opportunity to showcase the Bronx on a national stage. NYC Parks’ 14th golf course will offer New Yorkers and visitors a unique recreational experience on the City’s first tournament-quality golf course, free lessons for children throughout the summer, and has transformed the area into a regional destination.”<sup>3</sup> As former Mayor Michael Bloomberg recognized, “[w]e have great public courses around the five boroughs, but we’ve never had a pro tournament-quality public course – until now...It’s also the culmination of a process that’s been six decades in the making.”<sup>4</sup>

**E. Mayor de Blasio Tries to Terminate the License**

29. In 2015, Mayor de Blasio tried to terminate Trump-related contracts, based on statements made by Donald J. Trump during his presidential campaign. The Mayor backed down, citing advice from City lawyers, who “said that was not possible because of First Amendment protections for Mr. Trump’s speech.” Mayor de Blasio stated, however, that the City of New York would not “do any business with [Donald J. Trump] going forward.” Exhibit B-1.

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<sup>3</sup> *Trump’s Ferry Point officially opens to rave reviews*, Nicklaus Design (May 26, 2015), <https://www.nicklausdesign.com/2015/05/26/trumps-ferry-point-opens-to-rave-reviews/> (quoting Commissioner Silver).

<sup>4</sup> *Mayor Bloomberg Announces Completion of Construction of Golf Course at Ferry Point Park*, The Official Website of the City of New York (Oct. 16, 2013), <https://www1.nyc.gov/office-of-the-mayor/news/333-13/mayor-bloomberg-completion-construction-golf-course-ferry-point-park#/0>.

30. In 2018 and 2019, the Mayor again sought to terminate Trump-related contracts but again backed down. Exhibit B-2.

31. In May 2019, the Mayor held a “Green New Deal” rally in the lobby of Trump Tower, where he “threatened the president with \$2 million in fines if his real estate company doesn’t comply with the City’s new building emissions standards.” Exhibit B-3.

**F. Mayor de Blasio and New York City Show Bias -- Animosity Against President Trump and Prejudgment of this Case -- after January 6, 2021**

32. On and after January 7, 2021, the Mayor denounced President Trump in the most inflammatory terms (“racist,” “Nazi,” “fascist,” “criminal,” “treason,” “sedition,” “white supremacist,” “white nationalist,” “delusional”). Exhibit C at 1-2, 16; Exhibit D at 1-2, 6; Exhibit G at 1-2; Exhibit H at 1-3; Exhibit I at 7, 9. The Mayor characterized the Trump Organization as “an organization led by a criminal;” Exhibit G at 2; “mafia[;]” Exhibit I at 7; “[J]ust another organized crime organization, from my point of view.” *Id.* He incited others to terminate business with Trump-related entities: “I hope every business that looks at this comes to the same conclusion.” Exhibit H at 1.

33. On January 11, 2021, the City announced, “We’re reviewing whether legal grounds exist in light of these new circumstances to terminate concessions with the Trump Organization[.]” Exhibit E.

34. Less than 48 hours later, at 8:32 a.m. on January 13, the Mayor announced his decision: “We’re taking steps to TERMINATE agreements with the Trump Organization to operate the Central Park Carousel, Wollman and Lasker skating rinks, and the Ferry Point Golf Course.” Exhibit F.

35. The Mayor publicly stated: “[W]e have the right to sever the contract.” Exhibit G at 1. He stated, “grounds for severing these contracts” exist. *Id.* at 2. “It’s just as clear as a

bell[.]” Id. at 2; Exhibit H at 2. The Mayor continued, “it is within our power to terminate all contracts with the Trump Organization . . . . We have the right to terminate the contracts, obviously[.]” Exhibit I at 1.

36. The Corporation Counsel stated: “[T]he contracts ... clearly give the Parks Commissioner the authority to terminate.... With respect to the golf course, it’s even more clear[.]” Exhibit I at 7.

37. The Mayor stated, “New York City doesn’t want anything to do with Donald Trump anymore. . . . he’s not welcome here.” Exhibit H at 2. “New York City will not do business with someone like that[.]” Exhibit I at 9. “[S]o goodbye to the Trump Organization.” Exhibit I at 1.

**G. The Default Notice**

38. On January 15, 2021, Parks sent its Default Notice to Petitioner. Exhibit J. Parks’ cover-email, however, mischaracterized the Default Notice as a “Notice of Termination[.]” stating, “Attached please find notice of termination[.]” The attached PDF bore the name “Notice of Termination Ferry Point[.]” Exhibit K.

39. The Default Notice alleged, among other things, the following: The PGA of America had announced that it would not conduct the 2022 PGA Championship at Trump National Golf Club Bedminster in New Jersey, stating: “It’s become clear that [doing so] would be detrimental to the PGA of America brand and would put at risk the PGA’s ability to deliver on many programs and sustain the longevity of our mission.” That announcement allegedly led the City to “believe it is clear that neither the PGA nor any similar tournament organizer wish to associate with the Licensed Premises as long as it is associated with the Trump brand.

Accordingly, the obligation to operate a course capable of attracting professional tournament-quality events by the PGA or similar organizations has been breached.” Exhibit J.

40. On January 19, 2021, Petitioner responded in writing to the Default Notice (the “January 19 Letter”), stating that “the Default Notice fails to identify even a single express covenant that was allegedly breached by [Petitioner],” and that “there is absolutely nothing in the License that requires [Petitioner] to host a tournament at the Licensed Premises.” Exhibit L. Furthermore, as indicated by the numerous accolades from leading golf magazines and periodicals, the Letter stated that there can be no dispute that Licensee is maintaining and operating a “first class, tournament quality daily fee golf course.” Indeed, as Licensee noted in the January 19 Letter, just some of the reviews and accolades undercutting the City’s assertions in the Default Notice include:

- **Golf Digest**: America’s 100 Greatest Public Courses (2017-2018); The Best 18 Golf Holes in NYC (Hole #18) (2017); The 18 Best Golf Schools & Academies (2016); Best New Courses (1st in USA, 2nd in World) (2015);
- **Golfweek**: Top 100 Courses You Can Play in the United States (#73) (2020-present); Best State-by-State Courses You can Play (#2 in NY) (2015-present); Top 100 Best Courses You Can Play (#72) (2019);
- **Golf.com**: Top 100 Courses You Can Play (#43 out of 100) (2016-2018); The Dream 18 – Best Holes of Public Golf Courses (Hole #16 featured as Hole #1) (2016); New York Golf Courses: Best Public Golf Courses (#2) (2016); Golf Magazine – Best Trips (2015); Golf Magazine – Top 10 Municipal Courses in the U.S. (2015); Best New U.S. Course You Can Play (2015); Top 100 Teachers in America (Michael Breed) (2015-2019).

#### **H. The Department Issues the Termination Notice**

41. On February 10, 2021, the City issued its Notice of Termination, Exhibit M, which added that “the Royal and Ancient Golf Club of St. Andrew’s” had announced that it “will not stage any of its championship events at the Trump Turnberry course in Scotland for ‘the foreseeable future.’” Parks “conclude[d] that Licensee’s actions breached its obligations to operate a first class, tournament quality course under the License, as well as obligations implied

under the covenant of good faith and fair dealing, which has destroyed the Ferry Point golf course's ability to attract professional tournament-quality events by the PGA or similar organizations[.]”

**I. Petitioner's Appeal**

42. On February 19, 2021, Petitioner appealed to the Commissioner, Exhibit N, contending, among other things, that the License does not impose on Petitioner a duty to conduct tournaments, much less a duty to maintain capability to attract professional tournaments.

43. In support of its appeal, Petitioner submitted evidence from world-leading professional golfers, instructors, course designers and two of the pre-eminent governing bodies in professional golf, the Metropolitan PGA and the Metropolitan Golf Association, which demonstrated that Trump Golf Links at Ferry Point is a first class, tournament quality golf course, consistent in quality with golf courses around the country and the world at which PGA and other tour events have been held, and is “fully capable of hosting[.]” and “well-positioned to host a professional tournament in the near future.” Exhibit N. These include:

A. Dustin Johnson is the number one ranked professional golf player in the world, and has won over 20 tournaments, including the Masters at Augusta National Golf Club and the U.S. Open at Oakmont Country Club. Mr. Johnson, who has played golf at the Licensed Premises, attests that he is “of the opinion that Ferry Point is a first class, tournament quality golf course, which rivals courses that host the most prestigious professional tour events anywhere in the world and is fully capable of hosting a tournament in the future.”

B. Bryson DeChambeau is the number four ranked professional golf player in the world and has visited and played golf at the Licensed Premises. He states that he is “of the opinion that Ferry Point is a first class, tournament quality golf course, which rivals courses that

host the most prestigious professional tour events anywhere in the world and is fully capable of hosting a tournament in the future.”

C. Professional golfer Rocco Mediate has won over 10 tournaments on the PGA Tour and the PGA Senior Tour, and has played golf at the Licensed Premises. He states that he is “of the opinion that Ferry Point is a first class, tournament quality golf course, which rivals courses that host the most prestigious professional tour events anywhere in the world. Under its current management, Ferry Point is well positioned to host a professional tournament in the near future.”

D. Professional golfer John Daly, who has won over 18 tournaments, has played golf at the Licensed Premises. Mr. Daly states that he is “of the opinion that Ferry Point is a first class, tournament quality golf course, which rivals courses that host the most prestigious professional tour events anywhere in the world.”

E. Professional golfer Jim Herman, who has won four PGA tournaments, has played golf at the Licensed Premises. Mr. Herman calls the Licensed Premises a “magnificent property” and states that, “I am of the opinion that Ferry Point is a first class, tournament quality golf course, rivaling the most prestigious courses that host tour events around the world. Under its current management, Ferry Point is well positioned to host a professional tournament in the near future.”

F. John Reese, the CEO of Nicklaus Companies, states that “[o]f the many courses designed by Jack [Nicklaus] which are open to the public, Ferry Point is recognized as among the best, and as a potential competitive venue, it shares the challenges and attributes with the more than 150 courses designed by our Company around the world which have hosted professional tournaments over the years...” Mr. Reese also states that “[i]n keeping with the

City's vision, and his own recognized standards, Jack Nicklaus designed the golf course at Ferry Point to provide a world-class playing experience for golfers residing in or visiting New York, as well as a unique venue suitable for hosting major national or international golf tournaments."

G. The Metropolitan Section PGA has hosted several events at the Licensed Premises, and its President, Chris Kenney, agrees that Ferry Point "has always been and continues to be a tournament worthy venue."

H. The Metropolitan Golf Association (MGA) is one of the largest and oldest golf associations in the country. Brian Mahoney, the Executive Director of the MGA states that, "[e]ach year the MGA conducts numerous Championships and qualifiers throughout the Metropolitan Area ranging from regional open championships to social, net events to qualifying events for the U.S. Open, the U.S. Senior Open, the U.S. Women's Open and the U.S. Amateur – just to name a few." Brian Mahoney calls Ferry Point "a first-class golf facility that, under current management, can host a wide range of events and championships[.]"

I. Michael Breed has been ranked as one of the best professional golf instructors in America on multiple occasions. He hosted *The Golf Fix with Michael Breed* on the Golf Channel from 2009-2018, and currently hosts *A New Breed of Golf* on Sirius XM PGA Tour Radio, and *Course Record with Michael Breed* on CBS Sports Network. He is also a commentator for Fox Sports and the U.S. Golf Association. Mr. Breed states that "[b]ased on my vast experience in the world of professional golf, I am of the opinion that Ferry Point is without a doubt a first class, tournament quality golf course, on par with courses that host the most prestigious professional tour events in the country and around the world. Under its current management, Ferry Point is well positioned to host a professional golf tournament in the near future."

J. Rick Smith is an award-winning PGA golf instructor (consistently ranked as one of the top ten in the world) and golf course architect, and the owner of Rick Smith Golf Academies and Rick Smith Performance Golf Center. He has taught many famous professional golfers, including but not limited to Jack Nicklaus, Phil Mickelson, Greg Norman, Lee Janzen, Vijay Singh, David Duval, Paul Azinger, John Daly, and Matt Kuchar. Mr. Smith states that “I have visited and played Trump Golf Links at Ferry Point Park on several occasions, and it is an absolute masterpiece. The golf course design and conditions are up there with the best courses around the world. Ferry Point is, without a doubt, a first class, tournament quality golf course. Under its current management, Ferry Point is well positioned to host a professional tournament in the near future.”

44. The City did not dispute the foregoing evidence.

45. Since January 6, 2021, the Golf Course continues to receive accolades and top rankings from major publications including Golfweek, Top 100 Public Golf Courses Across the U.S., 2021; Golf.com/Golf Magazine, Best Municipal Golf Courses in America, 2021; Golf.com/Golf Magazine, Best Public Golf Courses in the Northeast, 2021-22; Golf Digest, Best Courses in New York, 2021-22; Golfweek, Top 100 Public Golf Courses Across the U.S., 2021; Golfweek, Best State-by-State Courses, 2021.

**J. The Commissioner Denies Petitioner’s Appeal**

46. On March 21, 2021, the Commissioner issued his Appeal Determination (the “Determination”), Exhibit O, which “denied” the appeal and “confirmed” the termination of the License. The Commissioner acknowledged that Petitioner had complied with the contractual “physical maintenance requirements” of a “first-class, tournament quality daily fee golf

course[.]” *id.* at 7-8, and that the License did not “require[] the actual holding of professional tournaments[.]” *Id.*

47. The Commissioner nevertheless determined that Petitioner had “breached the duty to operate a ‘first class, tournament quality daily fee golf course’” in that Petitioner had “tarnished the Trump brand[.]” thereby “impair[ing] the capability of attracting [professional] tournaments to the course[.]” The Determination concluded that Petitioner “is now incapable of living up to its promises—express and implied—of operating a golf course capable of attracting professional, tournament-quality events.” Exhibit O.

48. The Determination upheld the termination of the License and stated: “The effective date for termination is November 14, 2021[.]” which is 12 days after the next Election Day, when New Yorkers will elect someone to replace Mayor de Blasio.

### **FIRST CAUSE OF ACTION**

#### **(Annulment of Determination of Breach of Contract)**

49. Petitioner repeats and realleges paragraphs 1-48 above.

50. The License provides: “Licensee shall be entitled . . . to conduct tournaments . . . at the Licensed Premises[.]” § 9.3(a)(i).

51. The License therefore did not impose on Petitioner a duty to conduct tournaments and therefore did not impose a duty to maintain capability to attract professional tournaments.

52. The City’s Determination violated the parol evidence rule.

53. Petitioner did not breach the implied obligation of good faith and fair dealing.

54. The City did breach the implied obligation of good faith and fair dealing in that the City’s claim of breach is pretextual. More specifically, Mayor de Blasio had a pre-existing,

politically-based predisposition to terminate Trump-related contracts, and the City used the events of January 6, 2021 as a pretext to do so.

55. The contract term found by the City, requiring Petitioner to maintain capability to attract professional tournaments, fails the requirement of definiteness and is therefore unenforceable.

56. The evidence was insufficient to confirm the determination of breach, in that the evidence did not establish that the City's rejection of Petitioner's performance, and the City's finding of breach, was objectively reasonable.

### **SECOND CAUSE OF ACTION**

#### **(Denial of Due Process)**

57. Petitioner repeats and realleges paragraphs 1-48 above.

58. Under section 1 of the 14th Amendment to the U.S. Constitution, and article 1, § 6 of the N.Y. Constitution, Petitioner has a constitutional right to due process of law.

59. Petitioner's right to due process includes the right to an impartial, unbiased decision-maker.

60. Respondents were biased in that they have animosity against President Trump, and they prejudged this case.

61. Respondents therefore violated Petitioner's right to due process of law.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Petitioner demands judgment against Respondents, as follows:

- A. annulling the Determination, which terminated the License;
- B. reinstating the License;

- C. awarding Petitioner its costs and attorneys' fees in connection with this proceeding, including all incidental costs pursuant to CPLR § 8601; and
- D. awarding Petitioner such other and further relief as the Court deems just and proper.

Dated: New York, New York  
June 21, 2021

MUKASEY FRENCHMAN LLP

By: /s/ Kenneth A. Caruso  
Kenneth A. Caruso  
140 East 45th Street, 17<sup>th</sup> Floor  
New York, New York 10017  
(212) 466-6400

*Attorneys for Petitioner*

VERIFICATION OF RON LIEBERMAN

Ron Lieberman, being duly sworn, deposes and says:

I am Secretary of Trump Ferry Point LLC, Petitioner in the above-entitled proceeding. I have read the foregoing Petition, and it is true to the best of my knowledge, information and belief.



Ron Lieberman

Sworn to before me this  
21<sup>st</sup> day of June, 2021



SIGNATURE

STEPHANIE A. LENNIG  
NOTARY PUBLIC, State of New York  
DILE No. 4966771  
Qualified in New York County  
Commission Expires September 5, 2021

NOTARY PUBLIC