

# EXHIBIT 1H



## DEPARTMENT OF THE TREASURY Internal Revenue Service Criminal Investigation

### Memorandum of **Interview**

**Investigation #:** [REDACTED] **Location:** Delaware United States Attorney's Office

**Investigation Name:** ROBERT DOE

**Date:** November 16, 2021

**Time:** Approximately 9:05 a.m to 2:49 p.m.

**Participant(s):** Jeffrey Gelfound, Witness  
Phil Carney, Counsel for Witness  
Mark Daly, Senior Litigation Counsel (DOJ-Tax)  
Jack Morgan, Litigation Attorney (DOJ-Tax)  
Michelle Hoffman, Forensic Accountant (FBI)  
Joseph A. Ziegler, Special Agent (IRS-CI)  
Christine Puglisi, Special Agent (IRS-CI)

On the above dates and approximate time, Jeffrey Gelfound ("Gelfound"), along with his counsel, Phil Carney, met the above listed government employees for a previously arranged interview at the Delaware U.S. Attorney's Office. Introductions amongst all parties were made.

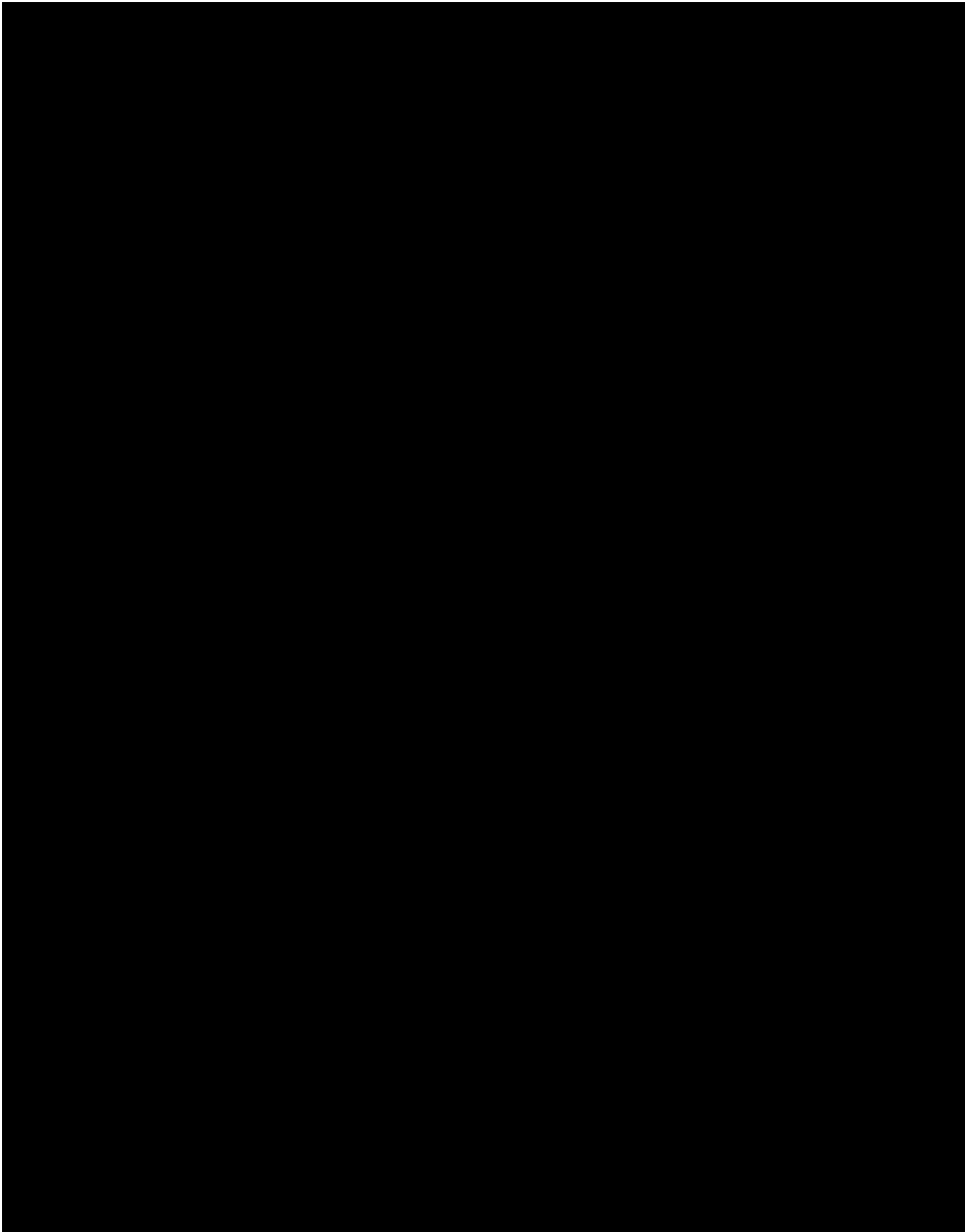
[REDACTED]

[REDACTED] Gelfound was advised that he needed to answer truthfully and completely and that false statements are punishable by a \$250,000 fine and five years' imprisonment. Gelfound was advised that during the interview that day they were going to discuss the tax years 2016 through 2019, with a focus on the 2018 tax year. DOJ-Tax Attorney Daly also explained that throughout the interview, the parties will need to abide by rules governed by RHB's counsel, to respect privilege. Gelfound read the letter from RHB's attorney and stated that he understood the provisions. [REDACTED]

[REDACTED]

[REDACTED] Gelfound provided the following pertinent information:

[REDACTED]



15. Gelfound recalled Hudson West III (HWIII) conversations in general and it was Gelfound's initial understanding that the money from HWIII were loans to RHB; he was told this by RHB. However, Gelfound kept digging and requested to see the loan agreement because he

wanted to properly classify the funds and needed documentation to corroborate RHB's claim that it was a loan. Gelfound obtained and reviewed HWIII's tax return and the provisions of the LLC. In Section 4.6 of the amended LLC agreement, it was specified that RHB would receive a onetime retainer fee of \$500,000, in addition to compensation of \$100,000. Gelfound then determined that the payments were not a loan and should be classified them as income.

16. Gelfound did not recall any push back from RHB regarding the classification of HWIII income. RHB was of the mindset that it was a loan, but when Gelfound reviewed and explained the documents to him, RHB understood. It appeared to Gelfound that RHB just wanted to understand why it was income. Gelfound thought that he explained this to RHB on a phone call in which Mesires was also present.
17. Gelfound recalled seeing transfers from HWIII and RHB telling him that they were a loan. Gelfound then looked at the HWIII tax return and noticed that the payments to RHB appeared to be treated as an expense and not listed as a distribution or dividend. Gelfound believed the payments to RHB were deducted as Legal and Professional Fees. Furthermore, the 2017 tax return of HWIII did not show any receivables for a loan. Ultimately, Gelfound determined that HWIII was taking the payments to RHB as a deduction and therefore they needed to be treated as income to RHB.
18. Gelfound also reviewed the HWIII LLC agreement and saw that in 2017 Owasco was listed as an owner and/ or was somehow involved in HWIII. Gelfound could not recall if Monochrome Capital Partners was listed as the parent company of HWIII; the ownership structure of HWIII was never explained to Gelfound. He recalled thinking it was odd that HWIII filed a corporate tax return instead of an LLC tax return. Ultimately, Gelfound was not concerned with the HWIII entity and he did not dive into their tax return too much. Gelfound simply skimmed through the tax return to determine how to treat the transfers to RHB. Mesires never mentioned Monochrome Capital Partners to him.
19. A4 Tax and Accounting was the listed return preparer for HWIII and Gelfound did not speak to anyone at this firm.

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
70. Gelfound did not know that RHB's daughter attended Columbia University. If he did know this, then he would not have allowed the \$30,000 payment as a business deduction.
71. [REDACTED] Gelfound identified that the circling and highlighting was done by RHB, again, to distinguish between personal and business expenses. Gelfound could not recall if he sat down with RHB and went page by page over the bank statements with him, but Gelfound is sure that RHB took them home to review.
72. [REDACTED] printed schedules from Owasco and RHB which came from the EW&C office. Gelfound thinks Delgado made the initial schedule and Gelfound recategorized. The transactions were sorted by payee. The markings are RHB's. Gelfound could not recall how the markings were treated, but believed they were pulled out as non-deductible.
73. [REDACTED] 2018 workpapers. On 1/30/2020, there was another hour-long meeting, which Gelfound believed is when RHB brought back the bank statements. On February 6, 2020, Gelfound met with RHB and his wife, Melissa Cohen.
74. The decision was made to divide the JPMC wires and business LOC expenses between 80% travel and 20% meals. In the meeting, Gelfound asked RHB what the payments covered and RHB could not really recall. RHB did not suggest splitting the expenses 80/20, but RHB was representing that the expenditures were business related and mostly travel expenses, so Gelfound thought an 80/20 split was reasonable. Gelfound has seen different percentage splits used before in situations like this, but it all depends on the client. 80/20 is not the standard percentage used and Gelfound could not recall how they arrived at this split. Gelfound believed that RHB stated during a meeting that 100% of these payments were made for business purposes, but Gelfound thought that a percentage should be taken out for meals. Again, Gelfound could not recall how the percentages were derived. Gelfound could not recall reviewing a comparison report to the prior year, where travel expenses were significantly lower.
75. Wires from the JPMC account included payments remitted to Lion Hall, based on RHB representations. Gelfound did not ask RHB to check with Sara and/or James Biden to confirm the payments, but he did issue a Form 1099 to Lion Hall for the payments. Gelfound recalled corresponding with Sara Biden about the Form 1099 and she stated her records did not reconcile with the Form 1099 issued. Furthermore, she told Gelfound that some of the bank accounts these payments were made to weren't Lion Halls. Gelfound had a call with Sara Biden on 4/8/2020 to discuss how to come up with the right amount. Gelfound was shown Exhibit 336, which is an email from Sara Biden stating that the payments are not to Lion Hall. Gelfound confirmed that this is consistent with her statements during their phone call.

[REDACTED]

77. [REDACTED] RHB never told Gelfound that the payments to John Hancock were for personal life insurance. If this item was marked as personal, then Gelfound would have removed it.

[REDACTED]

[REDACTED]

[REDACTED]

**2019 Tax Return:**

81. While Gelfound was preparing RHB's 2019 tax return, RHB did not inform him that he liquidated one of his daughter's 529 plan. Gelfound had no recollection of this and never even knew about the 529 plan. If RHB told him about the liquidation, then Gelfound would have researched early withdrawal penalties and the tax consequences. Gelfound did not receive any 529 statements from RHB. Furthermore, Gelfound thinks that the tax software would know how to calculate any tax consequence of an early 529 withdrawal.

82. Gelfound could not recall if RHB's 2019 transcript was obtained from the IRS for RHB's personal return, but he knows EW&C did obtain transcripts for several years but Gelfound could not recall which years. Gelfound has a set of RHB transcripts in his files, but again, he does not know which years.

83. [REDACTED] Again, Gelfound was not aware that payments to John Hancock were for RHB's personal life insurance. Gelfound made the same 80/20 split for credit card payments in 2019, that he did for 2018. Gelfound did not know what the Enclave was and had no idea the payments to the Enclave were for RHB's daughters rent. Gelfound relied on RHB's representations that it was a business expense.

84. [REDACTED] Gelfound did not recall details of his conversation with RHB about the amounts due for taxes. They started to look into an Installment Agreement or an Offer in Compromise with the IRS, but never followed through. Gelfound could not recall why they decided not to go through with these options. Gelfound recalled that the options were discussed, and they elected not to pursue. Gelfound's understanding is that it was because RHB did not have any money.

85. One of the tax agencies was going to lien or levy RHB's account which would become public information. This would not have been good for RHB, so there were discussions about this but Gelfound could not recall with whom. Gelfound doesn't think the discussions were with Morris or Wineberg since he did not have that kind of relationship with them.

[REDACTED]

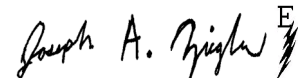
At approximately 2:49 p.m., the interview was concluded and Gelfound and his counsel were thanked for their time and cooperation.

I prepared this memorandum on December 20 through 23 and December 27 through 30, 2021, after refreshing my memory from notes made during and immediately after the interview with Jeffrey Gelfound on November 16, 2021.



Christine Puglisi  
Special Agent

I certify that this memorandum of interview has contained in it a summary of all those pertinent matters discussed with Jeffrey Gelfound on November 16, 2021.



Joseph Ziegler  
Special Agent