

BEFORE THE FEDERAL ELECTION COMMISSION

FREE SPEECH FOR PEOPLE
1340 Centre Street, Suite 209
Newton, MA 02459

v.

MUR No.

DONALD J. TRUMP FOR PRESIDENT, INC.
725 Fifth Avenue
New York, NY 10022

ELLIOTT BROIDY
1801 Century Park E
Los Angeles, California 90067

MICHAEL COHEN
Michael Cohen & Associates PC
30 Rockefeller Plaza, 23d fl.
New York, NY 10112

REAL ESTATE ATTORNEYS GROUP
11766 Wilshire Blvd. Suite 325
Los Angeles, CA 90025

ESSENTIAL CONSULTANTS, LLC
160 Greentree Drive #101
Dover, DE 19904

COMPLAINT

1. This complaint is filed pursuant to 52 U.S.C. § 30109(a)(1) and is based on information providing reason to believe that Donald J. Trump's campaign committee, Donald J. Trump for President, Inc. (FEC I.D. #C00580100), Elliott Broidy, Michael Cohen, Real Estate Attorneys Group, and Essential Consultants, LLC violated the reporting requirements and contribution limits and restrictions of the Federal Election Campaign Act (FECA), 52 U.S.C. § 30101, *et seq.* and Commission regulations.

2. In accordance with FEC policy that investigation is appropriate "when a complaint credibly alleges that a significant violation may have occurred, but further investigation is required to determine whether a violation in fact occurred and, if so, its exact scope," 72 Fed. Reg. 12545, and based upon published reports and upon information and belief, complainants have reason to believe that an agreement reached in late 2017 between Michael Cohen and Keith Davidson on behalf of "David Dennison" and "Peggy Peterson" for payment of \$1.6 million to former Playboy model Shera Bechard was made for the purpose of influencing the 2020 presidential election by buying Ms. Bechard's silence about an alleged extramarital affair with Donald J. Trump, and therefore constituted an unreported in-kind contribution to President Trump's 2020 presidential campaign committee, Donald J. Trump for President, Inc., and an unreported expenditure by the committee. *See* 52 U.S.C. §§ 30101(8)(A) (defining "contribution") and 30101(9)(A) (defining "expenditure"); *see also* 52 U.S.C. § 30104(b) (requiring reporting of "contributions" and "expenditures" by political committees).
3. Upon information and belief, Donald J. Trump for President, Inc. failed to report the receipt of the \$1.6 million in-kind contribution and failed to report the \$1.6 million expenditure to Ms. Shera Bechard in violation of 52 U.S.C. § 30104(b).
4. Upon information and belief, acting at the direction of Michael Cohen and through Real Estate Attorneys Group and Essential Consultants, LLC, Elliott Broidy, the deputy finance chair of the Republican National Committee, made, and Donald J. Trump for President, Inc., received, an excessive in-kind contribution in violation of 52 U.S.C. § 30116(a)(1)(A).

5. Upon information and belief, Elliott Broidy, Michael Cohen, Real Estate Attorneys Group, and Essential Consultants, LLC made and/or facilitated, and Donald J. Trump for President, Inc., received a contribution in the name of another in violation of 52 U.S.C. § 30122.
6. “If the Commission, upon receiving a complaint. . . has reason to believe that a person has committed, or is about to commit, a violation of [the FECA]... [t]he Commission shall make an investigation of such alleged violation” 52 U.S.C. § 30109(a)(2); *see also* 11 C.F.R. § 111.4(a).
7. “A ‘reason to believe’ finding followed by an investigation would be appropriate when a complaint credibly alleges that a significant violation may have occurred, but further investigation is required to determine whether a violation in fact occurred and, if so, its exact scope.” FEC, Statement of Policy Regarding Commission Action in Matters at the Initial Stage in the Enforcement Process, 72 Fed. Reg. 12545 (Mar. 16, 2007).

COMPLAINANT

8. Free Speech For People is a national non-partisan, non-profit 501(c)(3) organization that works to restore republican democracy to the people, including through legal advocacy concerning the law of campaign finance. Free Speech For People’s supporters around the country engage in education and non-partisan advocacy to encourage and support effective government of, by, and for the people. Free Speech For People uses records of contributions and expenditures maintained by the Federal Election Commission to inform its members about violations of campaign finance laws, file complaints with the Federal Election Commission, and develop policy recommendations regarding campaign finance reforms.

RESPONDENTS

9. Donald J. Trump for President, Inc. (ID# C00580100), 725 Fifth Avenue, New York, NY 10022, was the duly-designated Presidential campaign committee of President Donald J. Trump for the 2016 election, and now serves as his duly-designated re-election campaign committee for the 2020 election.¹
10. Elliott Broidy was appointed vice chair of the Trump Victory Fund in May 2016, and Broidy served as a deputy finance chair of the Republican National Committee from April 3, 2017 through April 13, 2018.²
11. Michael Cohen was appointed deputy finance chair of the Republican National Committee on April 3, 2017 and worked for the Trump Organization from 2007 until after the election. Mr. Cohen refers to himself as Donald J. Trump's personal attorney and the "fix-it guy."³
12. Real Estate Attorneys Group, A Professional Law Corporation, is a corporation incorporated in the State of California.
13. Essential Consultants, LLC, is a Delaware limited liability company created by Michael Cohen on October 17, 2016.

¹ Donald J. Trump for President, Inc., FEC Form 1 Statement of Organization, filed January 20, 2017, available at <http://docquery.fec.gov/cgi-bin/forms/C00580100/1140225/>. Donald J. Trump filed an FEC Form 99 on January 20, 2017 asking that it be treated as his Form 2 (Statement of Candidate) for the 2020 election. See FEC Form 99, filed January 20, 2017, available at <http://docquery.fec.gov/pdf/569/201701209041436569/201701209041436569.pdf>.

² Matea Gold, "Top GOP financiers coalescing around Trump-RNC fundraising effort," WASHINGTON POST (May 24, 2016), available at https://www.washingtonpost.com/news/post-politics/wp/2016/05/24/top-gop-financiers-coalescing-around-trump-rnc-fundraising-effort/?utm_term=.1d4cab5343d8; Rebecca Balhaus and Julie Bykowicz, "Elliott Broidy Quits RNC Post After Report on Payment to Ex-Model," WALL STREET JOURNAL (Apr. 18, 2018) <https://www.wsj.com/articles/elliott-broidy-quits-rnc-post-after-report-on-payment-to-ex-model-1523645801>; RNC Announces Additions to RNC Finance Leadership Team, GOP.com (Apr. 3, 2017), available at <https://gop.com/rnc-announces-additions-to-rnc-finance-leadership-team/>.

³ GOP.com *supra* note 2; Michael Rothfeld and Joe Palazzolo, "Trump Lawyer Arranged \$130,000 Payment for Adult-Film Star's Silence," THE WALL STREET JOURNAL (Jan. 12, 2018) available at <https://www.wsj.com/articles/trump-lawyer-arranged-130-000-payment-for-adult-film-stars-silence-1515787678>.

FACTS

Background

Trump's Previous Confirmed Hush Agreement

14. On May 16, 2018, President Trump admitted to reimbursing his personal attorney Michael Cohen for paying \$130,000 to adult film star Stormy Daniels (whose real name is Stephanie Clifford) in exchange for staying silent about an alleged affair during the final weeks of the 2016 presidential election campaign.⁴
15. Until April 26, 2018, President Trump and his surrogates, including Michael Cohen, had claimed that Mr. Cohen entered into the agreement with Ms. Clifford on behalf of Mr. Trump without notifying Mr. Trump of the agreement.⁵
16. Until May 2, 2018, Mr. Cohen, President Trump, and his surrogates also claimed that Mr. Cohen paid the \$130,000 out of his own pocket, and was not reimbursed by Mr. Trump or the Trump Organization.⁶
17. The agreement with Ms. Clifford was entered into on October 28, 2016 between “EC, LLC,” “David Dennison,” and “Peggy Peterson,” which were, according to the

⁴ Eric Levitz, “Trump Admits He Reimbursed Michael Cohen for 2016 ‘Expenses’ in Financial Form,” NEW YORK MAGAZINE (May 16, 2018), available at <http://nymag.com/daily/intelligencer/2018/05/trump-admits-he-reimbursed-michael-cohen-for-2016-expenses.html>.

⁵ Philip Ewing, “Trump Acknowledges Michael Cohen Represented Him in Stormy Daniels Payment,” NPR (Apr. 26, 2018), available at <https://www.npr.org/2018/04/26/605986443/trump-acknowledges-michael-cohen-represented-him-in-stormy-daniels-payment>; Devlin Barret, et al., “Guiliani: Trump repaid attorney Cohen for Stormy Daniels settlement,” WASHINGTON POST (May 2, 2018), available at https://www.washingtonpost.com/world/national-security/guiliani-trump-repaid-lawyer-cohen-for-stormy-daniels-settlement/2018/05/02/526cde54-4e76-11e8-84a0-458a1aa9ac0a_story.html?utm_term=.2bfla4da9f58; Jenna Johnson, et al., “Trump says he didn’t know his attorney paid \$130,000 to porn star Stormy Daniels,” WASHINGTON POST (Apr. 5, 2018), available at https://www.washingtonpost.com/politics/trump-says-he-didnt-know-his-attorney-paid-130000-to-porn-star-stormy-daniels/2018/04/05/ef038dc6-3913-11e8-8fd2-49fe3c675a89_story.html?utm_term=.0c8f213b375d; Megan Twohey and Jim Rutenberg, “Porn Star Was Reportedly Paid to Stay Quiet About Trump,” NEW YORK TIMES (Jan. 12, 2018), available at <https://www.nytimes.com/2018/01/12/us/trump-stephanie-clifford-stormy-daniels.html>.

⁶ *Id.*

agreement “pseudonyms whose true identity will be acknowledged in a Side Letter Agreement.”⁷

18. The agreement was signed on behalf of Essential Consultants, LLC by Michael Cohen, and on behalf of Peggy Peterson by Keith M. Davidson.⁸

19. The Side Letter Agreement revealed that Peggy Peterson was the pseudonym for Stephanie Gregory Clifford, also known as Stormy Daniels. David Dennison was identified as Donald Trump, and EC, LLC was identified as Essential Consultants, LLC.⁹

20. According to Mr. Trump’s current attorney, Rudy Giuliani, and Ms. Clifford, the 2016 agreement was intended to prevent the alleged affair between Ms. Clifford and Donald Trump from surfacing during the 2016 presidential election campaign.¹⁰

21. According to multiple news reports, Mr. Cohen regularly engaged in similar tactics to prevent other damaging photographs, allegations, and reports involving Mr. Trump from becoming public.¹¹

⁷ *Clifford v. Trump*, No. BC-696568 (Calif. Sup. filed Mar. 6, 2018), Exhibit 1 to Complaint, attached as FSFP Exhibit 1.

⁸ *Id.*

⁹ *Id.*; Maggie Haberman, “Michael D. Cohen, Trump’s Longtime Lawyer, Says He Paid Stormy Daniels Out of His Own Pocket,” NEW YORK TIMES (Feb. 13, 2018), available at <https://www.nytimes.com/2018/02/13/us/politics/stormy-daniels-michael-cohen-trump.html>; Beth Reinhard, et al., “Days before the election, Stormy Daniels threatened to cancel the deal to keep alleged affair with Trump secret,” Washington Post (Mar. 2, 2018), available at https://www.washingtonpost.com/investigations/days-before-the-election-stormy-daniels-threatened-to-cancel-deal-to-keep-alleged-affair-with-trump-secret/2018/03/02/770a446a-1d9b-11e8-8a2c-1a6665f59e95_story.html?utm_term=.00ddc11e358a.

¹⁰ Adam Serwer, “Giuliani’s Defense Only Intensifies the Legal Risks for Trump,” THE ATLANTIC (May 3, 2018), available at <https://www.theatlantic.com/politics/archive/2018/05/rudy-rudy-rudy/559577/>; Reinhard, supra note 10; see also, FSFP Exhibit 1.

¹¹ Jim Rutenberg, Megan Twohey, et al., “Tools of Trump’s Fixer: Payouts, Intimidation and the Tabloids,” NEW YORK TIMES (Feb. 18, 2018), available at <https://www.nytimes.com/2018/02/18/us/politics/michael-cohen-trump.html>; Ronan Farrow, “Donald Trump, A Playboy Model, and A System for Concealing Infidelity,” THE NEW YORKER (Feb. 16, 2018) available at <https://www.newyorker.com/news/news-desk/donald-trump-a-playboy-model-and-a-system-for-concealing-infidelity-national-enquirer-karen-mcdougal>; see also Michael Kranish, “Trump lawyer Michael Cohen: The loyal ‘fixer’ now under federal scrutiny,” WASHINGTON POST (Apr. 10, 2018), available at https://www.washingtonpost.com/politics/trump-lawyer-michael-cohen-the-loyal-fixer-now-under-federal-scrutiny/2018/04/09/5341e5c6-3c34-11e8-974f-aacd97698cef_story.html?utm_term=.f6bb7d4eec36.

2017 Agreement Between David Dennison and Peggy Peterson

22. In January 2017, President Trump filed a Form 1 with the Federal Election Commission establishing Donald J. Trump for President, Inc. as his campaign committee for re-election in 2020 and a Form 99 purporting to serve as his “Statement of Candidate” for re-election in 2020.¹²
23. In April 2017, Michael Cohen and Elliott Broidy were appointed deputy finance chairs for the Republican National Committee.¹³
24. According to published reports, Mr. Cohen negotiated another non-disclosure agreement on behalf of David Dennison in late 2017.¹⁴
25. According to published reports and a statement by Mr. Broidy, the agreement obligated Dennison to make payments totaling \$1.6 million to Peggy Peterson. The lawyers negotiating on behalf of the parties included Michael Cohen on behalf of Dennison and Keith Davidson on behalf of Peterson, as was the case with the Trump and Stephanie Clifford agreement.¹⁵
26. In accordance with the FEC policy that investigation is appropriate “when a complaint credibly alleges that a significant violation may have occurred, but further investigation is required to determine whether a violation in fact occurred and, if so, its exact scope,” 72 Fed. Reg. 12545, and upon information and belief derived from the pattern of facts and circumstances described herein, this agreement and \$1.6 million payment were intended

¹² *Supra* note 1.

¹³ RNC Announces Additions to RNC Finance Leadership Team, GOP.com (Apr. 3, 2017) available at <https://gop.com/rnc-announces-additions-to-rnc-finance-leadership-team/>.

¹⁴ Joe Palazzolo and Michael Rothfeld, “Trump Lawyer Michael Cohen Negotiated \$1.6 Million Settlement for Top Republican Fundraiser,” WALL STREET JOURNAL (Apr. 13, 2018) <https://www.wsj.com/articles/trump-lawyer-michael-cohen-negotiated-1-6-million-settlement-for-top-republican-fundraiser-1523638726>; Paul Campos, “Here’s a Theory About That \$1.6 Million Payout From a GOP Official to a Playboy Model,” NEW YORK MAGAZINE (May 8, 2018), available at <https://nym.ag/2ILa2QZ>.

¹⁵ *Id.*

to cover up an alleged affair between President Trump and former Playboy model Shera Bechard in an effort to influence the 2020 presidential election.¹⁶

27. Although Elliott Broidy claims that he is the “David Dennison” referenced in the agreement and paid Ms. Bechard as a result of his *own* extramarital affair with her,¹⁷ reports have now surfaced suggesting that Mr. Broidy and Mr. Cohen worked together to reach an agreement with Ms. Bechard to protect Mr. Trump’s bid for re-election in 2020 because the alleged extramarital affair and reported pregnancy actually involved Mr. Trump rather than Mr. Broidy.¹⁸

28. Such an allegation is consistent with Mr. Broidy and Mr. Cohen’s prior history of arranging payments to third parties to cover up alleged affairs; Mr. Trump’s alleged history of engaging in unprotected sex during such affairs;¹⁹ the involvement of the same lawyers (Mr. Davidson, on behalf of “Peggy Peterson” and Mr. Cohen, who was Mr. Trump’s personal lawyer, on behalf of “David Dennison”) in the matter; the fact that the non-disclosure agreement with Ms. Bechard used the same pseudonyms (“David

¹⁶Campos, *supra* note 14; Paul Waldman, “Get to know Elliott Broidy, the next major Trump scandal figure,” WASHINGTON POST (May 22, 2018), available at https://www.washingtonpost.com/blogs/plum-line/wp/2018/05/22/get-to-know-elliott-broidy-the-next-major-trump-scandal-figure/?utm_term=.992f002ec6ef; Kevin Drum, “Who Did Playboy Model Shera Bechard Really Have An Affair With?” Mother Jones (May 22, 2018) available at <https://www.motherjones.com/kevin-drum/2018/05/who-did-playboy-model-shera-bechard-really-have-an-affair-with/>; Will Bunch, “Is this Playboy model keeping the biggest secret of the Trump presidency?” THE PHILADELPHIA INQUIRER (May 22, 2018), available at <http://www.philly.com/philly/blogs/attytood/shera-bechard-donald-trump-playboy-model-elliott-broidy-20180522.html?mobi=true>.

¹⁷ Zachary Mider, “Trump Lawyer Arranged GOP Fundraiser’s Payment to Playboy Model,” BLOOMBERG (Apr. 13, 2018) available at <https://bloom.bg/2x6jBs7>.

¹⁸ Campos, *supra* note 14; Waldman, *supra* note 16; Kevin Drum, “Who Did Playboy Model Shera Bechard Really Have An Affair With?” Mother Jones (May 22, 2018), available at <https://www.motherjones.com/kevin-drum/2018/05/who-did-playboy-model-shera-bechard-really-have-an-affair-with/>; Will Bunch, “Is this Playboy model keeping the biggest secret of the Trump presidency?” THE PHILADELPHIA INQUIRER (May 22, 2018), available at <http://www.philly.com/philly/blogs/attytood/shera-bechard-donald-trump-playboy-model-elliott-broidy-20180522.html?mobi=true>.

¹⁹ See “Stormy Daniels Describes Her Alleged Affair with Donald Trump,” CBS News (Mar. 28, 2018) available at <https://cbsn.ws/2x20gbJ>; “CNN’s Exclusive Interview with Former Playboy Model Karen McDougal Detailing Her Alleged 10 Month Affair With Donald Trump in 2006,” CNN (Mar. 22, 2018) available at <https://cnn.it/2x7Kvjv>.

Dennison” and “Peggy Peterson”) for the signatories as did the non-disclosure agreement with Ms. Clifford,²⁰ and the use of the same limited liability company, Essential Consultants, LLC to facilitate at least a portion of the payments.²¹

29. The payments from Mr. Broidy to Ms. Bechard appear to have been funneled through two separate entities.²²

30. According to documents released by Ms. Clifford’s attorney, Michael Avenatti, Mr. Broidy transferred \$200,000 from his Bank of America account into a Real Estate Attorneys Group account at City National Bank on November 30, 2017.²³

31. The same documents show a transfer of \$200,000 from Real Estate Attorneys Group to Keith Davidson & Associates on December 5, 2017.²⁴

32. Notably, Mr. Broidy met with President Trump on at least two occasions during the same time frame that the nondisclosure agreement was reportedly being negotiated. One meeting occurred in October 2017 and one occurred on December 2, 2017, just two days after wire transfers from Mr. Broidy are alleged to have supplied the funds for the initial payment to Ms. Bechard under the terms of the agreement.²⁵

33. Documents released by Mr. Avenatti also show an incoming wire transfer of \$62,500 from Elliott Broidy’s Bank of America account on December 29, 2017 to the Real Estate

²⁰ *Supra* note 19.

²¹ Allegra Kirkland, “Untangling the Web of Payments Between Cohen and Elliott Broidy,” TALKING POINTS MEMO (May 9, 2018), available at <https://talkingpointsmemo.com/muckraker/untangling-payments-elliott-broidy-michael-cohen>; *see also* Avenatti & Associates, Executive Summary, attached as FSFP Exhibit 2 at 5-6.

²² Paul Campos, “Hey, Look: More Evidence That Broidy May Have Been Covering for Trump in That Playmate Affair,” NEW YORK MAGAZINE (May 22, 2018) available at <http://nymag.com/daily/intelligencer/2018/05/more-evidence-that-broidy-was-covering-for-trump-in-affair.html>.

²³ Allegra Kirkland, “Untangling the Web of Payments Between Cohen and Elliott Broidy,” TALKING POINTS MEMO (May 9, 2018), available at <https://talkingpointsmemo.com/muckraker/untangling-payments-elliott-broidy-michael-cohen>; *see also* FSFP Exhibit 2 at 5-6.

²⁴ *Id.*

²⁵ Desmond Butler and Tom LoBianco, “The princes, the president and the fortune seekers,” AP (May 22, 2018) available at <https://apnews.com/7899619719114ec4b61b80eb71438df7/The-princes.-the-president-and-the-fortune-seekers>; Plea and Cooperation Agreement, attached as FSFP Exhibit 3.

Attorneys Group Account at City National Bank followed by a January 2, 2018 outgoing wire transfer from Real Estate Attorneys Group City National Bank account to Essential Consultants, LLC's First Republic Bank account.²⁶

34. These series of transfers of \$62,500 occurred again on January 31, 2018 and March 1, 2018.²⁷

Broidy History of Making Payments on Behalf of Third Parties

35. On December 1, 2009, Mr. Broidy entered into a "Plea and Cooperation Agreement" with the New York Attorney General agreeing to pay \$18 million in a stipulated forfeiture and testify against his co-conspirators in a criminal proceeding regarding illegal payments made to or on behalf of public servants at the Office of the New York State Comptroller.²⁸

36. Mr. Broidy admitted to making payments in excess of \$130,000 "[a]t the direction of a certain high-ranking Office of the New York State Comptroller official . . . to two friends of the official."²⁹

37. Mr. Broidy admitted that "[i]n order to disguise certain of these payments, I entered into a sham loan agreement with one of the official's friends, which purported to govern the payments."³⁰

38. According to the statement released by the Office of the New York Attorney General announcing Mr. Broidy's guilty plea the payments referenced in paragraphs 23 and 24

²⁶ *Id.*

²⁷ *Id.*

²⁸ AP News, "Guilty Plea in Fraud Case Tied to New York Pension," NEW YORK TIMES (Dec. 4, 2009) available at <https://www.nytimes.com/2009/12/04/nyregion/04pension.html>; *see also* Exhibit 3.

²⁹ *See* New York Attorney General, "Cuomo Announces Guilty Plea by Founder of Private Equity Firm in Continuing Investigation of Pay-to-play Kickback Scheme At State Pension Fund," (Dec. 3, 2009) available at <https://ag.ny.gov/press-release/cuomo-announces-guilty-plea-founder-private-equity-firm-continuing-investigation-pay>, attached as FSFP Exhibit 4.

³⁰ *Id.*

were made to help a public servant cover up an affair: “Broidy paid over \$90,000 to the girlfriend of a high-ranking OSC official from April 2004 through October 2005.” The payments were used for the girlfriend’s living expenses, rent, and hospital bills.³¹

39. Broidy also made payments of \$5,500 per month to a relative of the girlfriend beginning in October 2003 and totaling \$44,000. These payments were concealed through a “sham loan agreement between Broidy and the relative.”³²

Cohen’s Alleged Involvement in AMI, Inc. Payment to Former Playboy Model McDougal

40. In August 2016, Karen McDougal, a former Playboy model, entered into a non-disclosure agreement with American Media, Inc., the publisher of the National Enquirer, for the exclusive rights to her life story, including the details of an alleged affair with Donald Trump. The agreement provided for a payment of \$150,000 in addition to promises that she would be featured in the company’s magazines.³³

41. On November 4, 2016, the Wall Street Journal reported that American Media, Inc., had entered into the agreement with Ms. McDougal in an effort to “catch and kill” the story to prevent the alleged affair from being made public during the presidential campaign.³⁴

42. According to a complaint filed by Ms. McDougal in California Superior Court in March 2018, the attorney representing her in the negotiation of the agreement, Keith Davidson,

³¹ See FSFP Exhibit 4 at 1.

³² *Id.*

³³ *McDougal v. American Media, Inc.*, 2018 WL 1400360 (Cal.Super. filed Mar. 18, 2018), Complaint at 10 [hereinafter *McDougal* Complaint].

³⁴ Joe Palazzolo, et al., “National Enquirer Shielded Donald Trump From Playboy Model’s Affair Allegation,” *The WALL STREET JOURNAL*, (Nov. 4, 2016), available at <https://www.wsj.com/articles/national-enquirer-shielded-donald-trump-from-playboy-models-affair-allegation-1478309380>.

had been coordinating with Michael Cohen, Donald Trump's personal attorney, and American Media, Inc. during the negotiations in summer 2016.³⁵

Events Leading to Revelation of 2017 Nondisclosure Agreement

43. On April 9, 2018, Federal Bureau of Investigation agents raided the offices, apartment and hotel of Mr. Cohen seeking, *inter alia*, information related to payments arranged to secure non-disclosure agreements with Stephanie Clifford, also known as Stormy Daniels, and Karen McDougal about extramarital affairs with Mr. Trump.³⁶
44. According to reports, Mr. Trump spoke with Mr. Cohen via telephone days after the raid.³⁷
45. On April 13, 2018, the Wall Street Journal reported that Elliott Broidy, deputy finance chair of the Republican National Committee had engaged Michael Cohen, the president's personal attorney, in late 2017 to arrange a \$1.6 million payment to former Playboy model Shera Bechard to cover up an affair and pregnancy—ostensibly Broidy's.³⁸
46. On April 15, 2018, attorneys representing President Trump filed a letter in the District Court of the Southern District of New York making the extraordinary request that the President be permitted to conduct the initial review of all seized materials relating to him

³⁵ *McDougal* Complaint, at 5, 12, 18. *See also*, Jim Rutenberg et al., “Tools of Trump’s Fixer: Payouts, Intimidation and Tabloids,” NEW YORK TIMES (Feb. 18, 2018), available at <https://www.nytimes.com/2018/02/18/us/politics/michael-cohen-trump.html>.

³⁶ Maggie Haberman, Matt Apuzzo & Michael S. Schmidt, “Raid on Trump’s Lawyer Sought Records on ‘Access Hollywood’ Tape,” THE NEW YORK TIMES, April 11, 2018, available at <https://www.nytimes.com/2018/04/11/us/politics/michael-cohen-trump-access-hollywood.html>.

³⁷ Matt Apuzzo, Michael Schmidt, et al., “Trump Sees Inquiry into Cohen as Greater Threat than Mueller,” New York Times (Apr. 13, 2018), available at <https://www.nytimes.com/2018/04/13/us/politics/lawyers-for-trumps-personal-attorney-set-for-friday-court-appearance.html?hp&action=click&pgtype=Homepage&clickSource=story-heading&module=first-column-region®ion=top-news&WT.nav=top-news>.

³⁸ Joe Palazzolo and Michael Rothfeld, “Trump Lawyer Michael Cohen Negotiated \$1.6 Million Settlement for Top Republican Fundraiser,” WALL STREET JOURNAL (Apr. 13, 2018) <https://www.wsj.com/articles/trump-lawyer-michael-cohen-negotiated-1-6-million-settlement-for-top-republican-fundraiser-1523638726>.

rather than proceeding with review by an impartial magistrate or a privilege team made up of lawyers that are not involved in the underlying investigation.³⁹

47. Upon information and belief, there is reason to believe that the materials seized in the raid of Mr. Cohen's property will confirm that the pattern and practices established by Mr. Trump, Mr. Cohen, and Mr. Davidson to cover up damaging allegations against Mr. Trump in other cases was also followed in the case of the 2017 nondisclosure agreement, and that it resulted in violations of FECA.

SUMMARY OF THE LAW

48. The term "contribution" is defined in FECA to mean "any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal Office." 52 U.S.C. § 30101(8)(A)(i); *see also* 11 C.F.R. §§ 100.51-100.56.

49. As used in the definition of "contribution," the phrase "anything of value" includes "all in-kind contributions." The "provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services is a contribution." 11 C.F.R. § 100.52(d)(1).

50. The term "expenditure" is defined in FECA to mean "any purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value, made by any person for the purpose of influencing any election for Federal office." 52 U.S.C. § 30101(9)(A)(i); *see also* 11 C.F.R. §§ 100.110-100-114.

³⁹ Cohen v. United States of America, No. 18-MJ-3161, Doc. 8 (April 15, 2018); Nicole Hong, "Trump Lawyers Ask Judge for First Review of Cohen Documents," WALL STREET JOURNAL (Apr. 15, 2018), available at <https://www.wsj.com/articles/trump-lawyers-make-plea-for-first-review-of-cohen-documents-1523846654>.

51. As used in the definition of “expenditure,” the phrase “anything of value” includes “all in-kind contributions.” The “provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services is an expenditure.” 11 C.F.R. § 100.111(e)(1).
52. Any expenditure that is “coordinated” with a candidate is an in-kind contribution to the candidate and must be reported as a contribution to and expenditure by that candidate’s authorized committee. “Coordinated” means made in cooperation, consultation or concert with, or at the request or suggestion of, a candidate, a candidate’s authorized committee or an agent thereof. 11 C.F.R. § 109.20.
53. Commission regulations provide that “agent” means “any person who has actual authority, either express or implied,” to engage in campaign spending and other specified campaign-related activities. *See* 11 C.F.R. §§ 109.3 and 300.2(b).
54. The authorized committee of a candidate for federal office must report to the Commission the identification of each person who makes a contribution to the committee with an aggregate value in excess of \$200 within an election cycle. 52 U.S.C. § 30104(b)(3)(A).
55. The authorized committee of a candidate for federal office must report to the Commission the name and address of each person to whom an expenditure in an aggregate amount in excess of \$200 within the calendar year is made by the committee. 52 U.S.C. § 30104(b)(5)(A).
56. No individual may make contributions to federal candidates that, in the aggregate, exceed \$2,700 per election. 52 U.S.C. § 30116(a)(1)(A).

57. No person may make contributions in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person. 52 U.S.C. § 30122.
58. Commission regulations provide that examples of contributions in the name of another include: (i) Giving money or anything of value, all or part of which was provided to the contributor by another person (the true contributor) without disclosing the source of money or the thing of value to the recipient candidate or committee at the time the contribution is made; or (ii) Making a contribution of money or anything of value and attributing as the source of the money or thing of value another person when in fact the contributor is the source. 11 C.F.R. 110.4(b)(2).

CAUSES OF ACTION

COUNT I:

DONALD J. TRUMP FOR PRESIDENT, INC. FAILED TO REPORT RECEIPT OF A \$1.6 MILLION IN-KIND CONTRIBUTION IN VIOLATION OF THE FEDERAL ELECTION CAMPAIGN ACT

59. Based on published reports and documents, there is reason to believe that Mr. Broidy's payment of \$1.6 million to Ms. Bechard was for the purpose of influencing the 2020 presidential election, and therefore, constituted an in-kind contribution to Donald J. Trump for President, Inc., Mr. Trump's authorized campaign committee.
60. Under FECA, Donald J. Trump for President, Inc. was required to report to the Commission the identification of each person who makes a contribution to the committee with an aggregate value in excess of \$200 within an election cycle. 52 U.S.C. § 30104(b)(3)(A).

61. There is reason to believe that Donald J. Trump for President, Inc. failed to report its receipt of a \$1.6 million in-kind contribution from Elliott Broidy in violation of 52 U.S.C. § 30104(b)(3)(A).

COUNT II:

DONALD J. TRUMP FOR PRESIDENT, INC. FAILED TO REPORT A \$1.6 MILLION EXPENDITURE IN VIOLATION OF THE FEDERAL ELECTION CAMPAIGN ACT

62. Based on published reports, there is reason to believe that Mr. Broidy's \$1.6 million payment to Ms. Bechard was for the purpose of influencing the 2020 presidential election and, therefore, constituted an "expenditure" by Mr. Trump's authorized campaign committee, Donald J. Trump for President, Inc.

63. Under FECA, Donald J. Trump for President, Inc. was required to report to the Commission the name and address of each person to whom an expenditure in an aggregate amount in excess of \$200 within the calendar year is made by the committee. 52 U.S.C. § 30104(b)(5)(A).

64. Based on published reports and review of FEC records, there is reason to believe that Donald J. Trump for President, Inc. failed to report this \$1.6 million expenditure in violation of 52 U.S.C. § 30104(b)(5)(A).

COUNT III:

ELLIOTT BROIDY MADE AN EXCESSIVE CONTRIBUTION IN VIOLATION OF THE FEDERAL ELECTION CAMPAIGN ACT

65. FECA prohibits contributions to candidates in excess of \$2,700. 52 U.S.C. § 30116(a)(1)(A), as adjusted pursuant to 11 C.F.R. § 110.1.

66. Based on published reports there is reason to believe that Elliott Broidy made, and Donald J. Trump for President, Inc., accepted an excessive contribution of approximately \$1.6 million in violation of 52 U.S.C. § 30116(a)(1)(A).

COUNT IV:

ELLIOTT BROIDY, MICHAEL COHEN, REAL ESTATE ATTORNEYS GROUP, AND ESSENTIAL CONSULTANTS, LLC MADE A CONTRIBUTION IN THE NAME OF ANOTHER IN VIOLATION OF THE FEDERAL ELECTION CAMPAIGN ACT

67. FECA prohibits any person from making a contribution in the name of another or knowingly permitting his name to be used to effect such a contribution. 52 U.S.C. § 30122.

68. Based upon published reports, there is reason to believe that Elliott Broidy, Michael Cohen, Real Estate Attorneys Group, and Essential Consultants, LLC coordinated with each other to make an in-kind contribution to Donald J. Trump for President, Inc. in the name of another person or knowingly permitted their names to be used to effect such a contribution.

69. According to court documents, Mr. Broidy has engaged in “sham agreements” in the past to cover up the extramarital affair of a third party.⁴⁰

70. According to statements by Mr. Trump’s attorney, Rudy Giuliani, and Mr. Trump’s recent financial disclosures, Mr. Cohen’s previous statements that the President did not reimburse him for the payment to Ms. Clifford and had no knowledge of payments to cover up alleged extramarital affairs were false.

71. According to recently published newspaper reports and documents, Mr. Broidy’s payments to Ms. Bechard were transferred through Real Estate Attorneys Group and

⁴⁰ See FSFP Exhibits 3 and 4.

Essential Consultants, LLC before being paid to Ms. Bechard and/or her attorney Keith Davidson.

72. Based upon publicly available information there is reason to believe that Elliott Broidy, Michael Cohen, Real Estate Attorneys Group, and Essential Consultants, LLC made a contribution in the name of another or knowingly permitted their names to be used to effect such a contribution in violation of 52 U.S.C. § 30122.

COUNT V:

DONALD J. TRUMP FOR PRESIDENT, INC. RECEIVED A CONTRIBUTION IN THE NAME OF ANOTHER IN VIOLATION OF THE FEDERAL ELECTION CAMPAIGN ACT

73. FECA prohibits any person from knowingly accepting a contribution made by one person in the name of another person. 52 U.S.C. § 30122.

74. Based on published reports, there is reason to believe that Elliott Broidy attempted to disguise the source of a \$1.6 million payment to Ms. Bechard for the purpose of influencing the 2020 election by transferring it through Real Estate Attorneys Group and Essential Consultants, LLC at the direction of an agent for President Trump, Michael Cohen, and that Donald J. Trump for President, Inc., knowingly accepted the in-kind contribution in the name of another in violation of 52 U.S.C. § 30122.

PRAYER FOR RELIEF

Wherefore, the Commission should find reason to believe that Donald J. Trump for President, Inc., Elliott Broidy, Michael Cohen, Real Estate Attorneys Group, and Essential Consultants, LLC violated 52 U.S.C. § 30101, *et seq.* and conduct an immediate investigation under 52 U.S.C. § 30109(a)(2). Further, the Commission should determine and impose appropriate sanctions for any and all violations, should enjoin respondent(s) from any and all violations in

the future, and should impose additional remedies as are necessary and appropriate to ensure compliance with the FECA.

June 4, 2018

Respectfully submitted,

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