

Exhibit 1

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

<p>DISTRICT OF COLUMBIA,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p>58TH PRESIDENTIAL INAUGURAL COMMITTEE et al.,</p> <p style="text-align:center">Defendants.</p>	<p>Civil Action No.: 2020 CA 000488 B Judge José M. López</p>
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PLAINTIFF DISTRICT OF COLUMBIA’S RESPONSES TO DEFENDANT 58TH PRESIDENTIAL INAUGURAL COMMITTEE’S FIRST SET OF REQUESTS FOR ADMISSION

Plaintiff the District of Columbia (“District”), by the Office of the Attorney General (“OAG”), responds and objects to Defendant 58th Presidential Inaugural Committee’s (“PIC”) Requests for Admissions (“Requests”) as set forth below.

The following responses are made solely for the purposes of this action. Each response is subject to all objections as to relevance, materiality, and admissibility, and to any and all objections on any ground that would require exclusion of any response if it were introduced in court. No incidental or implied admissions are intended by these responses. The fact that the District has objected or responded to any Request shall not be deemed an admission that the District accepts or admits the existence of any facts set forth or assumed by such Request or that such objection or response contains admissible evidence. The fact that the District has responded to part or all of any Request is not intended to and shall not be construed to be a waiver by the District of any part of any objection to any Request. The responses and objections are made on the basis of information and writings currently available to and located by the District upon reasonable investigation. As

discovery is continuing, the District reserves the right to modify, revise, supplement, or amend its responses as it deems appropriate.

GENERAL OBJECTIONS

1. The District objects to the Requests to the extent that they seek information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other recognized privilege.

2. The District objects to the Requests to the extent that they require OAG to search for and produce information or documents that are not within its possession, custody, or control.

3. The District objects to the Requests to the extent they seek information or documents that cannot be located by OAG after reasonably diligent inquiry, are readily available from public sources, or are available to Defendants' counsel from another source or by other means that are more convenient, more appropriate, less burdensome, or less expensive.

4. The District objects to the Requests to the extent they seek legal conclusions and/or would require the District to reach a legal conclusion in order to prepare a response.

5. The District objects to the Requests to the extent they are argumentative, prejudicial, improper, incorrect, vague, and/or ambiguous.

6. The District's responses to Defendant's Requests for Admission are made pursuant to its obligations under SCR-Civil Rules 26 and 36, and the District objects to and has disregarded PIC's instructions and definitions to the extent they seek to impose obligations beyond those contained in the Superior Court's Rules.

OBJECTIONS TO DEFINITIONS

1. The District objects to PIC's definition of "Charitable Organization(s) as "corporation as defined by the Virginia Nonstock Corporation Act, Va. Code. § 13.1-803, that is

tax-exempt under section 501(c)(3) of the Internal Revenue Code” as vague and ambiguous, as Va. Code § 13.1-803 does not contain a definition of “charitable organization,” nor does it reference tax exemption or section 501(c)(3) of the Internal Revenue Code.

2. The District objects to PIC’s definitions of “Event,” “Venue,” and their combined use in “Event Venue” as vague and ambiguous.

3. The District objects to PIC’s definition of “Nonprofit Corporation(s)” as “a corporation as defined by the Virginia Nonstock Corporation Act, Va. Code. § 13.1-803, that is tax-exempt under section 501(c)(4) of the Internal Revenue Code” as vague and ambiguous, as Va. Code § 13.1-803 does not contain a definition of “nonprofit corporation,” nor does it reference tax exemption or section 501(c)(4) of the Internal Revenue Code.

4. The District objects to PIC’s definition of “Ultra Vires” as “without, beyond, or otherwise outside the scope of authority conferred by law, Including Articles of Incorporation, as defined in D.C. Code § 29-403.04,” as vague and ambiguous, including that D.C. Code § 29-403.04 does not define “ultra vires,” and as mischaracterizing the definition of “*ultra vires*” as used in District of Columbia law. *See Compton v. Alpha Kappa Alpha Sorority, Inc.*, 80 F. Supp. 3d 23, 26 n.4 (D.D.C. 2015) (“The term ‘*ultra vires*’ refers to an act that is ‘beyond the scope of power allowed or granted by a corporate charter or by law.’” (quoting Black's Law Dictionary 1558 (8th ed. 2004))); *Welsh v. McNeil*, 162 A.3d 135, 150 n.43 (D.C. 2017) (“Ultra vires doctrine encompasses only corporate actions that are expressly prohibited by statute or by-law. . . . The phrase ultra vires describes action which is beyond the purpose or power of the corporation.” (quoting *Columbia Hosp. for Women Found., Inc. v. Bank of Tokyo-Mitsubishi Ltd.*, 15 F. Supp. 2d 1, 7 (D.D.C. 1997))).

5. The District objects to PIC’s definition of “Room Block” as including only “hotel rooms reserved by a hotel pursuant to Any agreement between a Person and a hotel in which the Person guarantees payment for the reserved hotel rooms regardless of whether the Person uses said rooms.” The District maintains that a room block can refer to any reservation of multiple rooms for a specific group, whether or not that is memorialized in a written agreement.

6. The District objects to PIC’s definition of “Security Perimeter” as vague and ambiguous, and as not containing any time frame for when the area defined existed. The District presumes that PIC intended to refer to a security perimeter created for and maintained during the events of the 2017 inauguration.

RESPONSES

Request for Admission No. 1:

Admit that the PIC was incorporated in Virginia.

Response:

Admit.

Request for Admission No. 2:

Admit that the PIC was incorporated on November 21, 2016.

Response:

Admit.

Request for Admission No. 3:

Admit that the Document bearing Bates range PIC-DCAG00003714 – PIC-DCAG00003715 is the Articles of Incorporation of the PIC.

Response:

Admit.

Request for Admission No. 4:

Admit that the PIC was incorporated as a Nonprofit Corporation.

Response:

The District objects to this request as vague and ambiguous as to the term “Nonprofit Corporation” and seeking legal conclusions. To the extent that PIC defines “Nonprofit Corporation” as “a corporation as defined by the Virginia Nonstock Corporation Act, Va. Code. § 13.1-803, that is tax-exempt under section 501(c)(4) of the Internal Revenue Code,” PIC’s definition remains vague and ambiguous, as Va. Code § 13.1-803 does not contain a definition of “nonprofit corporation,” nor does it reference tax exemption or section 501(c)(4) of the Internal Revenue Code. Subject to and without waiving the above general and specific objections, the District admits that PIC’s Articles of Incorporation require it to comply with section 501(c)(4) of the Internal Revenue Code, 26 U.S.C. § 510(4). The request is so vague and ambiguous that the District can neither admit nor deny the remainder of the request, and therefore denies the remainder of the request.

Request for Admission No. 5:

Admit that the PIC is not a Charitable Organization.

Response:

The District objects to this request as vague and ambiguous as to the term “Charitable Organization” and seeking legal conclusions. To the extent that PIC defines “Charitable Organization” as “a corporation as defined by the Virginia Nonstock Corporation Act, Va. Code. § 13.1-803, that is tax-exempt under section 501(c)(3) of the Internal Revenue Code,” PIC’s definition remains vague and ambiguous, as Va. Code § 13.1-803 does not contain a definition of “charitable organization,” nor does it reference tax exemption or section 501(c)(3) of the Internal

Revenue Code. Subject to and without waiving the above general and specific objections, The District admits that PIC's Articles of Incorporation require it to comply with section 501(c)(4) of the Internal Revenue Code, 26 U.S.C. § 501(c)(4). The District otherwise denies that the PIC is not a Charitable Corporation.

Request for Admission No. 6:

Admit that the PIC was incorporated by Sara Armstrong.

Response:

The District admits that Sara Armstrong was involved in the incorporation of the PIC only. The District otherwise denies the request.

Request for Admission No. 7:

Admit that an Ultra Vires action by the PIC is an action that is not authorized by the PIC's Articles of Incorporation.

Response:

The District objects to the request as it is vague and ambiguous as to the term "Ultra Vires" and seeking legal conclusions. To the extent that PIC defines "Ultra Vires" as "without, beyond, or otherwise outside the scope of authority conferred by law, Including Articles of Incorporation, as defined in D.C. Code § 29-403.04," the request remains vague and ambiguous. Subject to and without waiving the above objections, the District admits that an action by PIC that is not authorized by the PIC's Articles of Incorporation would be *ultra vires*. The District further states that an action that is authorized by PIC's Articles of Incorporation but that is outside of the scope of authority authorized by law would also be *ultra vires*. See *Compton v. Alpha Kappa Alpha Sorority, Inc.*, 80 F. Supp. 3d 23, 26 n.4 (D.D.C. 2015) ("The term '*ultra*

vires’ refers to an act that is ‘beyond the scope of power allowed or granted by a corporate charter or by law.’ (quoting Black's Law Dictionary 1558 (8th ed. 2004))).

Request for Admission No. 8:

Admit that the PIC’s Articles of Incorporation authorized the PIC to pay “reasonable compensation for services actually rendered, to reimburse expenses incurred by others, and to make payments and distributions in furtherance of the purpose and objects set forth in its Second Article of Incorporation.”

Response:

Admit.

Request for Admission No. 9:

Admit that the PIC’s purpose as set forth in its Second Article of Incorporation was to “further the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential inauguration.”

Response:

Admit.

Request for Admission No. 10:

Admit that Section 501(c)(4) of the Internal Revenue Code of 1986 permits Nonprofit Corporations to enter into contracts with private parties.

Response:

The District objects to the request as it is vague and ambiguous as to the term “permits,” and is incoherent, as section 501(c)(4) of the Internal Revenue Code of 1986 does not address whether nonprofit corporations may enter into contracts with private parties. Subject to and without waiving the above objections, the District admits that nothing in section 501(c)(4) of the

Internal Revenue Code of 1986 categorically prohibits nonprofit corporations from entering into contracts with private parties, provided those contracts otherwise comply with applicable law.

The District otherwise denies the request.

Request for Admission No. 11:

Admit that if the Trump Hotel Contract's cost for an Event Venue was "reasonable compensation for services actually rendered," then the PIC's Articles of Incorporation authorized the PIC to enter into the Trump Hotel Contract.

Response:

The District objects to the request as vague and ambiguous and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District admits that if the Trump Hotel Contract was reasonable compensation for services actually rendered as that term would be understood holistically under applicable nonprofit laws, and not otherwise outside the power of PIC under its Articles of Incorporation or contrary to applicable law, PIC's Articles of Incorporation would authorize it to enter into the Trump Hotel Contract. The District otherwise denies the request.

Request for Admission No. 12:

Admit that if the Trump Hotel Contract's cost for an Event Venue was Fair Market Value, then the PIC's Articles of Incorporation authorized the PIC to enter into the Trump Hotel Contract.

Response:

The District objects to the request as seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District admits that if the Trump Hotel Contract's cost for an Event Venue was Fair Market Value, and not otherwise outside the power

of PIC under its Articles of Incorporation or contrary to applicable law, PIC's Articles of Incorporation would authorize it to enter into the Trump Hotel Contract. The District otherwise denies the request.

Request for Admission No. 13:

Admit that if the PIC's Articles of Incorporation authorized the PIC to enter into the Trump Hotel Contract, the PIC's execution of the Trump Hotel Contract was not Ultra Vires.

Response:

The District objects to the request as seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District denies the request. PIC's Articles of Incorporation taken independently may authorize PIC to take certain actions that are illegal or inconsistent with applicable law, in which case those actions would be *ultra vires*. See *Compton v. Alpha Kappa Alpha Sorority, Inc.*, 64 F. Supp. 3d 1, 18 (D.D.C. 2014) ("An ultra vires claim can be asserted based on, *inter alia*, lack of corporate power to perform an act, limitations on the power of the corporation, or illegality.").

Request for Admission No. 14:

Admit that the absence of minutes of Board of Directors meetings is not evidence that the PIC executed any unreasonable contracts.

Response:

Deny. The absence of minutes of Board of Directors meetings is evidence that PIC did not have regular or formal procedures for approving corporate actions or determining whether contracts were reasonable.

Request for Admission No. 15:

Admit that Thomas Barrack was the Chairman of the PIC.

Response:

Admit.

Request for Admission No. 16:

Admit that between November 21, 2016, and January 21, 2017, Thomas Barrack did not have a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 17:

Admit that Ron Sanders was the Secretary of the PIC.

Response:

Admit.

Request for Admission No. 18:

Admit that between November 21, 2016, and January 21, 2017, Ron Sanders did not have a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 19:

Admit that Douglas Ammerman was the Treasurer of the PIC.

Response:

Admit.

Request for Admission No. 20:

Admit that between November 21, 2016, and January 21, 2017, Douglas Ammerman did not have a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 21:

Admit that Sara Armstrong was the CEO of the PIC.

Response:

Admit.

Request for Admission No. 22:

Admit that between November 21, 2016, and January 21, 2017, Sara Armstrong did not have a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 23:

Admit that Richard W. Gates III was the Deputy Chairman of the PIC.

Response:

Admit.

Request for Admission No. 24:

Admit that between November 21, 2016, and January 21, 2017, Richard W. Gates III did not have a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 25:

Admit that Marty Obst was the Deputy CEO and VP Liaison & Financing of the PIC.

Response:

Admit.

Request for Admission No. 26:

Admit that between November 21, 2016, and January 21, 2017, Marty Obst did not have a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 27:

Admit that Heather Martin was the Director of Budget and Treasury of the PIC.

Response:

Admit.

Request for Admission No. 28:

Admit that between November 21, 2016, and January 21, 2017, Heather Martin did not have a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 29:

Admit that between November 21, 2016, and January 21, 2017, no employee of the PIC had a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 30:

Admit that between November 21, 2016, and January 21, 2017, no officer of the PIC had a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 31:

Admit that between November 21, 2016, and January 21, 2017, no member of the PIC's Board of Directors had a Financial Interest in the Trump Hotel.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 32:

Admit that the PIC does not have a “founder.” *See* Owens Rep. at ¶ 15.

Response:

Deny. 26 C.F.R. § 53.4958-3(e)(2) provides that “facts and circumstances tending to show that a person has substantial influence over the affairs of an organization include, but are not limited to, the following – (i) The person founded the organization.” In PIC’s November 23, 2016 filing with the Federal Election Commission, PIC CEO Sara Armstrong invoked 11 C.F.R. § 104.21. 11 C.F.R. § 104.21(a)(1) defines “inaugural committee” as “the committee appointed by the President-elect to be in charge of the Presidential inaugural ceremony and functions and activities connected with the inaugural ceremony.” In order for Ms. Armstrong to properly invoke that authority, PIC had to be the committee appointed by the President-elect at the time, Donald J. Trump. Since PIC could not qualify under 11 C.F.R. § 104.21 without being appointed by Donald J. Trump, Donald J. Trump is the founder of PIC.

Request for Admission No. 33:

Admit that Donald J. Trump was not the incorporator of the PIC.

Response:

Deny.

Request for Admission No. 34:

Admit that Donald J. Trump did not serve on the PIC’s Board of Directors.

Response:

Admit.

Request for Admission No. 35:

Admit that Donald J. Trump was not an officer of the PIC.

Response:

Admit.

Request for Admission No. 36:

Admit that Donald J. Trump was not an employee of the PIC.

Response:

Admit.

Request for Admission No. 37:

Admit that Melania Trump was not an officer of the PIC.

Response:

Admit.

Request for Admission No. 38:

Admit that Ivanka Trump was not an officer of the PIC.

Response:

Admit.

Request for Admission No. 39:

Admit that Jared Kushner was not an officer of the PIC.

Response:

Admit.

Request for Admission No. 40:

Admit that Donald Trump Jr. was not an officer of the PIC

Response:

Admit.

Request for Admission No. 41:

Admit that Eric Trump was not an officer of the PIC.

Response:

Admit.

Request for Admission No. 42:

Admit that Tiffany Trump was not an officer of the PIC.

Response:

Admit.

Request for Admission No. 43:

Admit that Melania Trump did not serve on the PIC's Board of Directors.

Response:

Admit.

Request for Admission No. 44:

Admit that Ivanka Trump did not serve on the PIC's Board of Directors.

Response:

Admit.

Request for Admission No. 45:

Admit that Jared Kushner did not serve on the PIC's Board of Directors.

Response:

Admit.

Request for Admission No. 46:

Admit that Eric Trump did not serve on the PIC's Board of Directors.

Response:

Admit.

Request for Admission No. 47:

Admit that Eric Trump did not serve on the PIC's Board of Directors.

Response:

Admit.

Request for Admission No. 48:

Admit that Tiffany Trump did not serve on the PIC's Board of Directors.

Response:

Admit.

Request for Admission No. 49:

Admit that Melania Trump was not an employee of the PIC.

Response:

Admit.

Request for Admission No. 50:

Admit that Ivanka Trump was not an employee of the PIC.

Response:

Admit.

Request for Admission No. 51:

Admit that Jared Kushner was not an employee of the PIC.

Response:

Admit.

Request for Admission No. 52:

Admit that Donald Trump Jr. was not an employee of the PIC.

Response:

Admit.

Request for Admission No. 53:

Admit that Eric Trump was not an employee of the PIC.

Response:

Admit.

Request for Admission No. 54:

Admit that Tiffany Trump was not an employee of the PIC.

Response:

Admit.

Request for Admission No. 55:

Admit that Stephanie Winston Wolkoff never discussed the Trump Hotel Contract with Donald J. Trump on December 16, 2016.

Response:

Deny.

Request for Admission No. 56:

Admit that Gentry Beach was an employee of the PIC.

Response:

The District objects to the request as it is vague and ambiguous as to the term “employee,” and responsive information is in the possession, custody, or control of Defendant.

The request is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 57:

Admit that Gentry Beach was a PIC Finance Vice Chair. R. Gates Deposition Trans. 312:4-312:8.

Response:

Admit.

Request for Admission No. 58:

Admit that the Loews Madison is located on the Bus Route.

Response:

Admit.

Request for Admission No. 59:

Admit that the law of the state where a Foreign Nonprofit incorporates governs the Internal Affairs of the Foreign Nonprofit.

Response:

The District objects to the request as seeking legal conclusions and therefore denies the request.

Request for Admission No. 60:

Admit that the law of Virginia governs the Internal Affairs of the PIC.

Response:

The District objects to the request as seeking legal conclusions and therefore denies the request.

Request for Admission No. 61:

Admit that the PIC's decision whether to enter into a contract is an Internal Affair.

Response:

Deny. The PIC's decision whether to enter into a contract is not a matter peculiar to the relationships among or between a corporation and its current officers, directors, and shareholders. *See* Omnibus Order 15, *District of Columbia v. 58th Presidential Inaugural Committee*, No. 2020 CA 000488 B (Sept. 9, 2020) ("Plaintiff's allegations of *ultra vires* acts do not implicate the internal affairs doctrine, as the doctrine is limited to corporate governance disputes.").

Request for Admission No. 62:

Admit that the PIC's Articles of Incorporation conform with Virginia law.

Response:

The District objects to the request as vague and ambiguous as to the phrase "conform with Virginia law" and seeking legal conclusions. The request is so vague and ambiguous that the District can neither admit or deny the request.

Request for Admission No. 63:

Admit that the PIC's Articles of Incorporation conform with District of Columbia law.

Response:

The District objects to the request as vague and ambiguous as to the phrase "conform with Virginia law" and seeking legal conclusions. The request is so vague and ambiguous that the District can neither admit or deny the request.

Request for Admission No. 64:

Admit that the PIC's Articles of Incorporation control whether the PIC's decision to execute the Trump Hotel Contract was an Ultra Vires act.

Response:

The District objects to the request as vague and ambiguous as to the phrase “control” and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District denies the request. Whether an act is *ultra vires* is determined by the PIC’s Articles of Incorporation in conjunction with any applicable laws. PIC’s Articles of Incorporation cannot authorize it to engage in any illegal activity or any activity inconsistent with applicable laws. *See Compton v. Alpha Kappa Alpha Sorority, Inc.*, 64 F. Supp. 3d 1, 18 (D.D.C. 2014) (“An ultra vires claim can be asserted based on, *inter alia*, lack of corporate power to perform an act, limitations on the power of the corporation, or illegality.”).

Request for Admission No. 65:

Admit that District of Columbia law does not control whether the PIC’s decision to execute the Trump Hotel Contract was an Ultra Vires act.

Response:

The District objects to the request as vague and ambiguous as to the phrase “does not control” and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District denies the request. *See Omnibus Order 15, District of Columbia v. 58th Presidential Inaugural Committee*, No. 2020 CA 000488 B (Sept. 9, 2020) (“The Court is unconvinced by Defendant PIC’s argument that Section 29-105.01(a) mandates that Virginia law govern the District’s claim of ultra vires actions by the PIC.”).

Request for Admission No. 66:

Admit that District of Columbia law does not require Foreign Nonprofits to contract for an Event Venue at the lowest possible cost.

Response:

The District objects to the request as seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District denies this request as it concerns contracts entered into or performed in the District.

Request for Admission No. 67:

Admit that District of Columbia law did not require the PIC to contract for an Event Venue at the lowest possible cost.

Response:

The District objects to the request as vague, ambiguous, and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District denies this request as it concerns contracts entered into or performed in the District. The request is so vague and ambiguous that the District can neither admit nor deny the remainder of the request.

Request for Admission No. 68:

Admit that the PIC's Articles of Incorporation did not require the PIC to contract for an Event Venue at the lowest possible cost.

Response:

The District objects to the request as seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District denies the request.

Request for Admission No. 69:

Admit that District of Columbia law permits Foreign Nonprofits to enter into contracts with private parties.

Response:

The District objects to the request as vague and ambiguous as to the term "permits" and seeking legal conclusions. Subject to and without waiving the above general and specific

objections, the District admits that nothing in District of Columbia law categorically prohibits foreign nonprofit corporations from entering into contracts with private parties, provided those contracts otherwise comply with applicable law. The District otherwise denies the request.

Request for Admission No. 70:

Admit that the PIC's Articles of Incorporation permitted the PIC to enter into contracts with private parties.

Response:

The District objects to the request as vague and ambiguous as to the term "permits" and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District admits that nothing in PIC's Articles of Incorporation categorically prohibits it from entering into contracts with private parties, as long as those contracts otherwise comply with applicable law. The District otherwise denies the request.

Request for Admission No. 71:

Admit that District of Columbia law did not require the PIC to hold Events at the Venue with the lowest rental cost.

Response:

The District objects to the request as seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District responds that the request is so vague and ambiguous that the District can neither admit or deny the request, and therefore denies the request.

Request for Admission No. 72:

Admit that the PIC's Articles of Incorporation did not require the PIC to hold Events at the Venue with the lowest rental cost.

Response:

The District objects to the request as vague and ambiguous and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the request is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 73:

Admit that Title 29 of the D.C. Code classifies District of Columbia Nonprofits and Foreign Nonprofits as different types of legal entities.

Response:

The District objects to the request as vague and ambiguous as to the phrase “different types of legal entities” and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District admits that D.C. Code § 29-401.02 contains separate definitions for “nonprofit corporation” and “foreign nonprofit corporation.” The request is so vague and ambiguous that the District cannot otherwise admit or deny the request, and therefore denies the request.

Request for Admission No. 74:

Admit that Nonprofit Corporations and Charitable Organizations are different types of legal entities.

Response:

The District objects to the request as vague and ambiguous as to the phrase “different types of legal entities” and seeking legal conclusions. The request is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 75:

Admit that payment of even \$1 by the PIC for the Trump Hotel Contract constitutes private inurement. See D.C. Resp. to Def. PIC's First Set of Interrogs., at Resp. to Interrog. No. 14.

Response:

The District objects to the request as vague and ambiguous as to the term "private inurement" and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District states that what amount of payment by the PIC constitutes private inurement is a question for a trier of fact. The District cannot admit or deny the request, and therefore denies the request.

Request for Admission No. 76:

Admit that Any contract for an Event Venue between the PIC and the Trump Hotel, regardless of its terms, violated the PIC's nonprofit purpose. See D.C. Resp. to Def. PIC's First Set of Interrogs., at Resp. to Interrog. No. 14.

Response:

The District objects to the request as vague and ambiguous as to the term "private inurement" and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District states that whether a contract for an event venue between the PIC and the Trump Hotel violated the PIC's nonprofit purpose is a question for a trier of fact. The District cannot admit or deny the request, and therefore denies the request.

Request for Admission No. 77:

Admit that You have no authority to enforce Federal tax law.

Response:

The District objects to the request as vague and ambiguous as to the term “Federal tax law.” The request is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 78:

Admit that the Trump Hotel opened on September 12, 2016.

Response:

Admit.

Request for Admission No. 79:

Admit that the PIC did not have a Room Block at the Trump Hotel for Inauguration Attendees.

Response:

The District objects to the request as vague and ambiguous as to the term “Room Block” and “Inauguration Attendees.” Subject to and without waiving the above general and specific objections, the District denies the request. The District further incorporates its supplemental response to PIC’s Interrogatory No. 1 in the District’s Supplemental Response to Defendant PIC’s First Set of Interrogatories. *See also* PIC-DCAG00009466.

Request for Admission No. 80:

Admit that the PIC did not enter into a written contract for a Room Block at the Trump Hotel to secure “guest rooms” for Inauguration Attendees. (Am. Compl. ¶ 31.)

Response:

The District objects to the request on the grounds that it is vague and ambiguous as to the terms “Room Block,” “guest rooms,” and “Inauguration Attendees,” and seeking legal

conclusions. Subject to and without waiving the above general and specific objections, the District admits the request.

Request for Admission No. 81:

Admit that the PIC did not enter into a verbal contract for a Room Block at the Trump Hotel to secure “guest rooms” for Inauguration Attendees. (Am. Compl. ¶ 31.)

Response:

The District objects to the request on the grounds that it is vague and ambiguous as to the terms “verbal contract,” “Room Block,” “guest rooms,” “Inauguration Attendees,” and seeking legal conclusions. Subject to and without waiving the above general and specific objections, the District denies the request. The District further states that the Trump Hotel held an informal room block for high-end PIC or political donors comprising a vast majority of the rooms at the Trump Hotel during the week of the 2017 inauguration. The District further incorporates its supplemental response to PIC’s Interrogatory No. 1 in the District’s Supplemental Response to Defendant PIC’s First Set of Interrogatories. *See also* PIC-DCAG00009466.

Request for Admission No. 82:

Admit that the PIC did not “arrange[] for as much as 80% of the available guest rooms at [sic] Trump Hotel to be booked.” (Am. Compl. ¶ 31.)

Response:

Deny. PIC collaborated with the Trump Hotel in arranging for the vast majority of the available guest rooms at the Trump Hotel to be reserved for high-end PIC or political donors during the week of the 2017 inauguration. The District further incorporates its supplemental response to PIC’s Interrogatory No. 1 in the District’s Supplemental Response to Defendant PIC’s First Set of Interrogatories. *See also* PIC-DCAG00009466.

Request for Admission No. 83:

Admit that the PIC and the Trump Hotel negotiated the total cost of Trump Hotel Contract.

Response:

The District objects to the request as vague and ambiguous as to “negotiated” and “total cost.” Subject to and without waiving the above general and specific objections, the District states that there were discussions between PIC and the Trump Hotel concerning the cost of the Trump Hotel Contract with PIC. The District denies that these were arms-length negotiations. *See Gates Dep. 198:11-210:13.* The District otherwise denies the request.

Request for Admission No. 84:

Admit that the PIC and the Trump Hotel did not negotiate a per-day rate for an Event Venue.

Response:

The District objects to the request as vague as to the terms “negotiate,” “per-day rate,” and “Event Venue.” The request is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 85:

Admit that the Prayer Breakfast Contract was executed on September 9, 2016.

Response:

Deny. *See TRUMPORG_006351.*

Request for Admission No. 86:

Admit that the Prayer Breakfast Contract reserved an Event Venue from 5:00 AM until 1:00 PM. TRUMPORG_006352.

Response:

The District objects to the request as vague and ambiguous as to the term “Event Venue.” Subject to and without waiving the above general and specific objections, the District admits that the Prayer Breakfast Contract reserved a Prayer Room from 5:00 AM to 8:00 AM, the Presidential Ballroom from 8:00 AM to 11:00 AM for “breakfast,” and from 11:00 AM to 1:00 PM for “breakdown.” The District otherwise denies the request.

Request for Admission No. 87:

Admit that the Prayer Breakfast Contract reserved the “Presidential Ballroom” at the Trump Hotel from 8:00 A.M. until 11:00 AM. TRUMPORG_006352.

Response:

Admit.

Request for Admission No. 88:

Admit that the Prayer Breakfast Contract required the Prayer Breakfast to pay for the Trump Hotel to “Breakdown” the Event. TRUMPORG_006352.

Response:

The District objects to the request as vague and ambiguous as to the phrase “required the Prayer Breakfast to pay for.” Subject to and without waiving the above general and specific objections, the District admits that the Prayer Breakfast Contract included a reserved time for “breakdown.” The request is so vague and ambiguous that the District can neither admit nor deny the remainder of the request, and therefore denies the remainder of the request.

Request for Admission No. 89:

Admit that the Prayer Breakfast Contract reserved an Event Venue in the Trump Hotel on January 20, 2017, the morning of the Inauguration of Donald J. Trump.

Response:

The District objects to the request as vague and ambiguous as to the term “Event Venue.” Subject to and without waiving the above general and specific objections, the District admits that the Prayer Breakfast Contract reserved various spaces for events in the Trump Hotel on January 20, 2017, the morning of the inauguration of Donald J. Trump. The request is so vague and ambiguous that the District can neither admit nor deny the remainder of the request, and therefore denies the remainder of the request.

Request for Admission No. 90:

Admit that the Prayer Breakfast may have paid less than the PIC to reserve an Event Venue in the Trump Hotel because the Prayer Breakfast Contract reserved the Event Venue for use between 5:00 AM and 11:00 AM.

Response:

The District objects to the request as calling for speculation, vague and ambiguous as to the term “Event Venue,” and responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 91:

Admit that the Prayer Breakfast may have paid less than the PIC to reserve an Event Venue in the Trump Hotel because the Prayer Breakfast Contract reserved the Event Venue for use between 5:00 AM and 11:00 AM on January 20, 2017, the morning of the Inauguration.

Response:

The District objects to the request as calling for speculation, vague and ambiguous as to the term “Event Venue,” and responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 92:

Admit that the Prayer Breakfast may have paid less than the PIC to reserve an Event Venue in the Trump Hotel because the Prayer Breakfast Contract was executed on September 9, 2016, before the Trump Hotel opened on September 12, 2016.

Response:

The District objects to the request as calling for speculation, vague and ambiguous as to the term “Event Venue,” and responsive information is in the possession, custody, or control of Defendant. The District further incorporates its response to Request for Admission No. 85. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 93:

Admit that the Prayer Breakfast may have paid less than the PIC for the Prayer Breakfast Contract because the Prayer Breakfast Contract was executed on September 9, 2016, more than 130 days before the Inauguration.

Response:

The District objects to the request as calling for speculation and responsive information is in the possession, custody, or control of Defendant. The District further incorporates its response to Request for Admission No. 85. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 94:

Admit that the Prayer Breakfast may have paid less than the PIC for the Prayer Breakfast Contract because the Prayer Breakfast Contract was executed on September 9, 2016, more than 55 days before the 2016 presidential election.

Response:

The District objects to the request as calling for speculation and responsive information is in the possession, custody, or control of Defendant. The District further incorporates its response to Request for Admission No. 85. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 95:

Admit that the Prayer Breakfast Contract reserved the “Presidential Ballroom” for an Event. TRUMPORG_006352.

Response:

Admit.

Request for Admission No. 96:

Admit that the Venue at the Trump Hotel called the “Annex” includes the “Presidential Ballroom.” DCOAG-PIC_00013564.

Response:

Admit.

Request for Admission No. 97:

Admit that the Venue at the Trump Hotel called the “Annex” includes rooms that are not the “Presidential Ballroom.” DCOAG-PIC_00013564.

Response:

Admit.

Request for Admission No. 98:

Admit that the Trump Hotel Contract reserved Venues that the Prayer Breakfast Contract did not. DCOAG-PIC_00013564.

Response:

The District objects to the request as vague as to the term “Venues.” Subject to and without waiving the above general and specific objections, the District admits that PIC’s contract with the Trump Hotel reserved spaces that the Prayer Breakfast Contract did not.

Request for Admission No. 99:

Admit that DCOAG-PIC_00013564 reflects the dimensions of Trump Hotel Event Venues.

Response:

The District objects to the request as vague and ambiguous as to the phrase “reflects the dimensions” and the term “Event Venues.” Subject to and without waiving the above general and specific objections, the District admits the request.

Request for Admission No. 100:

Admit that the Venue at the Trump Hotel called the “Annex” is at least 18,047 square feet. DCOAG-PIC_00013564.

Response:

The District objects to the request as vague and ambiguous as to the terms “Venue” and “Annex.” Subject to and without waiving the above general and specific objections, the District admits the request.

Request for Admission No. 101:

Admit that the Venue at the Trump Hotel called the “Presidential Ballroom” is at least 13,141 square feet. DCOAG-PIC_00013564.

Response:

The District objects to the request as vague and ambiguous as to the term “Venue.” Subject to and without waiving the above general and specific objections, the District admits the request.

Request for Admission No. 102:

Admit that excluding the “Presidential Ballroom,” the Venue at the Trump Hotel called the “Annex” is at least 4,906 square feet. DCOAG-PIC_00013564.

Response:

The District objects to the request as vague and ambiguous as to the terms “Venue” and “Annex.” Subject to and without waiving the above general and specific objections, the District admits the request.

Request for Admission No. 103:

Admit that the Prayer Breakfast Contract included a \$44,000 Food and Beverage Minimum in addition to a \$5,000 rental fee.

Response:

Deny. *See* TRUMPORG_006351.

Request for Admission No. 104:

Admit that the Trump Hotel Contract did not include a Food and Beverage Minimum.

Response:

The District objects to the request as vague and ambiguous. To the extent PIC defines the Trump Hotel Contract as “the contract that the PIC executed with the Trump Hotel on January

10, 2017,” the District objects to the request as not including other contracts between the Trump Hotel and PIC. Subject to and without waiving the above general and specific objections, the District denies the request.

Request for Admission No. 105:

Admit that PIC staff were not “uncomfortable with holding this private event using nonprofit funds.” (Am. Compl. ¶ 39.)

Response:

The District objects to the request as vague and ambiguous as to the term “PIC staff.” Subject to and without waiving the above general and specific objections, the District denies the request. *See* Wolkoff Dep. 187:20-90:4; PIC-DCAG00006207; DCAG-00000299.

Request for Admission No. 106:

Admit that the Trump Hotel did not have a “usual policy” of providing an Event Venue for free. (Am. Compl. ¶ 32.)

Response:

The District objects to the request as vague and ambiguous as to the terms “usual policy” and “Event Venue.” Subject to and without waiving the above general and specific objections, the District denies the request. *See* Damelin court Dep. 129:15-30:18.

Request for Admission No. 107:

Admit that Rick Gates did not tell “[Mickael] Damelin court that he would work to protect the Trump Hotel’s financial interests even if the PIC could not feasibly put on an official inaugural event at the Trump Hotel on January 20, 2017.” (Am. Compl. ¶ 40.)

Response:

Deny. *See* TRUMPORG_000148.

Request for Admission No. 108:

Admit that the January 20th Inauguration Event at the Trump Hotel was not a “private reception benefiting the Trump family.” (Am. Compl. ¶ 41.)

Response:

Deny. *See* PIC-DCAG00006207; DCAG-00017364.

Request for Admission No. 109:

Admit that more than 600 individuals, including Attendees of the Vice President of the United States, attended the January 20th Inauguration Event at the Trump Hotel.

Response:

The District objects to the request as vague as to the phrase “Attendees of the Vice President of the United States.” Subject to and without waiving the above general and specific objections, the District admits that more than 600 individuals attended the January 20th Inauguration Event at the Trump Hotel. The remainder of the request is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 110:

Admit that Ivanka Trump instructed Mickael Damelin court that PIC should be charged a fair market rate for the Event Venue at the Trump Hotel.

Response:

The District objects to the request as vague as to the term “Event Venue.” Subject to and without waiving the above general and specific objections, the District admits that Ivanka Trump instructed Mickael Damelin court that “it should be a fair market rate.” *See* TRUMPORG_001513. The request is otherwise so vague and ambiguous that the District can

neither admit nor deny the remainder of the request, and therefore denies the remainder of the request.

Request for Admission No. 111:

Admit that the Trump Hotel Contract was approved through the PIC's customary contract approval process.

Response:

The District objects to the request as vague as to the phrase "customary contract approval process." Subject to and without waiving the above general and specific objections, the District denies the request. PIC did not even have anything that approximated a "customary contract approval process." *See* Barrack Dep. 65:9-66:16; Martin Dep. 47:3-49:17.

Request for Admission No. 112:

Admit that Sara Armstrong, Heather Martin, and Gineen Bresso Each approved the Trump Hotel Contract.

Response:

The District objects to the request as vague as to the term "approved." Subject to and without waiving the above objections, the District denies the request.

Request for Admission No. 113:

Admit that the Trump Hotel Contract was executed on January 10, 2017.

Response:

Admit.

Request for Admission No. 114:

Admit that the Fairmont Hotel is outside the Security Perimeter.

Response:

The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request..

Request for Admission No. 115:

Admit that Trump Hotel is inside the Security Perimeter.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 116:

Admit that the PIC had a Room Block at the Four Seasons during the Inauguration.

Response:

Admit.

Request for Admission No. 117:

Admit that the Four Seasons did not provide the PIC with an Event Venue free of charge during the Inauguration.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 118:

Admit that the PIC had a Room Block at the Ritz Washington DC during the Inauguration.

Response:

Admit.

Request for Admission No. 119:

Admit that the Ritz Washington DC did not provide the PIC with an Event Venue free of charge during the Inauguration.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 120:

Admit that the PIC had a Room Block at the W Hotel during Inauguration.

Response:

Admit.

Request for Admission No. 121:

Admit that the W Hotel did not provide the PIC with an Event Venue free of charge during the Inauguration.

Response:

Deny. *See* PIC-DCAG00009984.

Request for Admission No. 122:

Admit that the PIC had a Room Block at the JW Marriott Hotel during the Inauguration.

Response:

Admit.

Request for Admission No. 123:

Admit that the JW Marriott Hotel did not provide the PIC with an Event Venue free of charge during the Inauguration.

Response:

The District objects to the request as responsive information is in the possession, custody, or control of Defendant. The District has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny the request.

Request for Admission No. 124:

Admit that the PIC contracted with parties for Event Venues during the Inauguration that cost more than the Trump Hotel.

Response:

The District objects to the request as vague as to the term “Event Venues.” Subject to and without waiving the above general and specific objections, the District denies that PIC paid another party more for rental of venue or event space than it paid the Trump Hotel for the rental of venue or event space. *See* PIC-DCAG00008219. The request is so vague and ambiguous that the District cannot admit or deny the remainder of the request, and therefore denies the request.

Request for Admission No. 125:

Admit that Your expert does not offer an opinion on whether the Trump Hotel Contract price represented Fair Market Value.

Response:

Admit.

Request for Admission No. 126:

Admit that Your expert does not offer an opinion on whether the Trump Hotel Contract price represented “reasonable compensation for services actually rendered.”

Response:

Admit.

Request for Admission No. 127:

Admit that prior to being hired by the PIC, Stephanie Winston Wolkoff had not planned an Event in the District of Columbia for at least 20 years.

Response:

Admit.

Request for Admission No. 128:

Admit that prior to being hired by the PIC, Stephanie Winston Wolkoff had never negotiated a hotel contract in the District of Columbia. Wolkoff Depo. Trans. 54:18-56:5.

Response:

Admit.

Request for Admission No. 129:

Admit that prior to being hired by the PIC, Stephanie Winston Wolkoff had never negotiated an Event Venue contract in the District of Columbia. Wolkoff Depo. Trans. 195:15-196:5.

Response:

Admit.

Request for Admission No. 130:

Admit that prior to being hired by the PIC, Stephanie Winston Wolkoff had never negotiated a contract on behalf of a Presidential Inaugural Committee. Wolkoff Depo. Trans. 195:15-196:5.

Response:

Admit.

Request for Admission No. 131:

Admit that hotel prices in downtown Washington, D.C. are substantially higher during a Presidential Inauguration week than during January of other years.

Response:

The District objects to the request as vague and ambiguous as to the phrase “substantially higher.” Subject to and without waiving the above general and specific objections, the District denies the request.

Request for Admission No. 132:

Admit that no industry practice requires hotels to provide an Event Venue for free to a Presidential Inaugural Committee during a Presidential Inauguration.

Response:

The District objects to the request as irrelevant, overbroad, and as vague and ambiguous as to “industry practice” and “Event Venue.” The question is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 133:

Admit that no District of Columbia law requires hotels to provide an Event Venue for free to a Presidential Inaugural Committee during a Presidential Inauguration.

Response:

The District objects to the request as vague as to the terms “requires” and “Event Venue,” and as seeking legal conclusions. The request is so vague and ambiguous that the District can neither admit nor deny the request, and therefore denies the request.

Request for Admission No. 134:

Admit that You have never obtained a constructive trust as a remedy for a Foreign Nonprofit's alleged overspending.

Response:

The District objects to this request as irrelevant. Subject to and without waiving the above general and specific objections, the District denies the request.

Dated: March 8, 2021

Respectfully Submitted,

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General, Public Advocacy Division

/s/ Jimmy R. Rock
JIMMY R. ROCK (#493521)
Assistant Deputy Attorney General
Public Advocacy Division

JENNIFER C. JONES (#1737225)
Senior Trial Counsel
Public Advocacy Division

/s/ Matt James
NICOLE HILL (#888324938)
MATT JAMES (#1632202)
LEONOR MIRANDA (#1044293)
Assistant Attorneys General
Office of the Attorney General
441 Fourth St., N.W., Suite 600-South
Washington, D.C. 20001
(202) 727-3400 (phone)
(202) 741-8873 (fax)
jimmy.rock@dc.gov

Attorneys for the District of Columbia

CERTIFICATE OF SERVICE

I, Matt James, certify that a copy of the foregoing Plaintiff District of Columbia's Responses to Defendant 58th Presidential Inaugural Committee's First Set of Requests for Admission was served on March 8, 2021 via email to:

K. Lee Blalack, II
David J. Levis
Alexander Reed
Scott Harman-Heath
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006
lblalack@omm.com
dlevis@omm.com
areed@omm.com
sharman@omm.com

*Counsel for Defendants 58th Presidential
Inaugural Committee*

Rebecca Woods
James Billings-Kang
Seyfarth Shaw LLP
975 F Street, N.W.
Washington, DC 20004
rwoods@seyfarth.com
jbillingskang@seyfarth.com

*Counsel for Defendants Trump Organization,
LLC and Trump Old Post Office, LLC*

/s/ Matt James

MATT JAMES
Assistant Attorney General

Exhibit 2

ARTICLES OF INCORPORATION

OF

58TH PRESIDENTIAL INAUGURAL COMMITTEE

THE UNDERSIGNED, who is eighteen (18) years or older, for the purpose of forming a nonstock corporation pursuant to the Virginia Nonstock Corporation Act hereby certifies:

FIRST: The name of the Corporation is 58th Presidential Inaugural Committee.

SECOND: The Corporation is established primarily to further the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential inauguration.

No part of the net income of the Corporation shall inure to the benefit of or be distributed to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered, to reimburse expenses incurred by others, and to make payments and distributions in furtherance of the purpose and objects set forth in this Second Article.

Notwithstanding any other provision of these Articles, this corporation shall not carry on any activity not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986, or corresponding provision of any future United State Internal Revenue law.

THIRD: The Corporation shall have no members.

FOURTH: The directors of the corporation shall be elected or appointed as follows:

The initial Board of Directors shall be appointed by the Incorporator to serve for a term of two years. Subsequently, the initially-appointed Board of Directors shall have the authority to elect members of the Board of Directors for terms to be specified by the Board of Directors. If a vacancy shall occur on the Board of Directors, the vacancy may be filled by a majority of the Directors in attendance at a meeting of the Board called for such purpose.

The corporation may take action without a meeting and without prior notice, pursuant to Va. Code § 13.1-841(1) if the corporate action is taken

by all members entitled to vote on the corporate action, or in the alternative pursuant to Va. Code § 13.1-841(2), if the corporate action is taken by members who would be entitled to vote at a meeting of members having voting power to cast not fewer than the minimum number of votes that would be necessary to authorize or take the corporate action at a meeting at which all members entitled to vote thereon were present and voted.

FIFTH: The name of the corporation's initial registered agent is:

National Corporate Research, Ltd. (SCC ID: F1509308), a foreign corporation that is registered and authorized to transact business in the Commonwealth of Virginia.

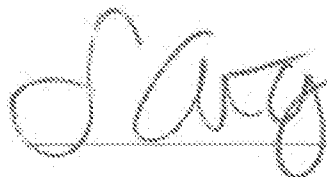
SIXTH: The corporation's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent is:

250 Browns Hill Court
Midlothian, VA 23114
Chesterfield County, Virginia

SEVENTH: The Corporation may be dissolved at any time by a majority vote of the Board of Directors of the Corporation who are in attendance at a meeting of the Board called for such purpose. Following such vote, the Board of Directors shall supervise the orderly dissolution of the organization, including the distribution of the remaining funds of the organization consistent with the purposes stated herein.

Upon dissolution of the corporation or the winding up of its affairs, the remaining assets of the Corporation shall be distributed to another organization organized and operated for charitable or social welfare purposes, as described in Sections 501(c)(3) and 501(c)(4), respectively.

IN WITNESS WHEREOF the undersigned has signed these Articles of Incorporation and acknowledged that these Articles of Incorporation are hers and to the best of her knowledge, information and belief, and under penalty of perjury, the matters and facts set forth herein are true in all material respects.



Sara Armstrong, Incorporator

Exhibit 3



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

November 21, 2016

ERIN CLARK
45 N HILL DR
STE 100
WARRENTON, VA 20186

RECEIPT

RE: 58th Presidential Inaugural Committee

ID: 0811836 - 6

DCN: 16-11-19-5403

Dear Customer:

This is your receipt for \$75.00, to cover the fees for filing articles of incorporation with this office.

This is also your receipt for \$100.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of incorporation is November 21, 2016.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CORPRCPT
NEWCD
CISJMA

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, November 21, 2016

This is to certify that the certificate of incorporation of

58th Presidential Inaugural Committee

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: November 21, 2016



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

Exhibit 4

EXPERT REPORT OF MARCUS S. OWENS, ESQ.

District of Columbia, Plaintiff

v.

58th Presidential Inaugural Committee, Trump Organization LLC, and Trump Old Post Office LLC d/b/a Trump International Hotel Washington, D.C., Defendants

I. INTRODUCTION AND SCOPE OF TESTIMONY

1. My name is Marcus S. Owens. I am an attorney licensed to practice law in the District of Columbia and the State of Florida. I am a partner in the law firm of Loeb & Loeb, LLP, located in their Washington, D.C. office. Prior to entering private practice, for 25 years, I was employed by the Internal Revenue Service (“IRS”) in the Exempt Organizations Division. I served as the Director of the Division for the last ten years of my tenure there. In that capacity, I was the chief decision maker regarding the design and implementation of federal tax rulings and enforcement programs for tax-exempt organizations. I also served as the IRS’s chief liaison with other federal agencies, Congress, and state regulators on tax-exempt organizations issues.

2. I have been retained by the Office of the Attorney General for the District of Columbia (“Attorney General” or “OAG”) to provide my expert opinion on certain matters in conjunction with litigation in the Superior Court for the District of Columbia Civil Division involving the 58th Presidential Inaugural Committee (“PIC”), the Trump Organization LLC (“Trump Org”) and the Trump Old Post Office LLC d/b/a Trump International Hotel Washington, D.C. (“Trump Hotel”). Specifically, I have been asked to address whether certain related-party financial transactions constitute, in my opinion, inurement of the net earnings of PIC to private individuals or excessive private benefit, specifically

to Donald J. Trump and three of his children, Donald J. Trump, Jr., Ivanka Trump and Eric Trump (“Trump family”). I have not been asked to address whether organizing inaugural events for supporters of the President-elect constitutes a private benefit to the Republican National Committee or related organizations.

3. For purposes of my analysis, I have been asked to assume that President Donald J. Trump and the Trump family, are the beneficial owners of the Trump Organization and the Trump Hotel.

II. QUALIFICATIONS

1. I have significant experience in federal tax matters involving tax-exempt organizations. As Director of the Exempt Organizations Division, I was the highest-ranking IRS executive with sole responsibility for administration of the federal tax provisions related to tax-exempt organizations. The Division was responsible for federal tax administration matters relating to charities, private foundations, social welfare organizations, labor unions, trade associations, social clubs, unrelated business income tax, political organizations, and other related issues, including self-dealing and excess benefit excise taxes. The Division’s responsibilities also included the development of regulations, revenue rulings, revenue procedures, and the Internal Revenue Manual¹ insofar as the guidance applied to tax-exempt organizations. The Division also was responsible for the design and maintenance of the IRS Form 990 series of returns, including the nature of the questions and the language of the instructions for completing the returns. My duties included overseeing approximately 100

¹ IRM 1.11.2.1.2 (04-22-2020). The Internal Revenue Manual is the official compilation of the policies, authorities, procedures and organizational operations of the IRS. It is a publicly-available document pursuant to 5 USC 552(a)(2)(c).

employees in the Exempt Organizations Division as well as technical tax responsibilities that included overseeing the IRS's efforts relating to the design and implementation of federal tax rulings and enforcement programs for tax-exempt organizations.

2. Before becoming Director of the Division in 1990, I held a variety of positions within the Exempt Organizations Division, including Tax Law Specialist, Technical Advisor to the Director, and Executive Assistant (second in charge of the Division after the Director). In those capacities, I was involved in the analysis of applications for tax-exempt status and the resolution of IRS audits involving tax-exempt organizations where issues of significant importance for tax administration had been identified. I also participated in the review of work involving the processing of applications and the handling of audits of tax-exempt organizations by IRS field offices. I conservatively estimate that I reviewed over 5,000 applications, ruling requests and audits of tax-exempt organizations during my tenure at the IRS.

3. I also served as the primary IRS liaison with other federal agencies, Congress, and state regulators on tax-exempt organizations matters and personally participated in the most significant cases and matters pending in the Division, including testifying at Congressional hearings and briefing members of Congress and staff. During my tenure as Division Director, I held a top secret security clearance.

4. My practice of law since leaving the IRS involves a wide range of tax-exempt organizations, including charities, private foundations, and social welfare organizations. My practice includes providing tax advice on the implications of particular transactions and representing tax-exempt organizations before the IRS and State Attorneys General in the context of applications for exemption, proposed transaction ruling requests, closing agreement

negotiations, and audits. I am a frequent speaker at conferences and seminars on tax-exempt organizations topics.

5. A copy of my curriculum vitae (“CV”) is attached as Exhibit A to this report.

III. PRIOR EXPERT TESTIMONY

I have been engaged as an expert witness in approximately 24 cases, disputes, or arbitrations. In about 20 of the cases, I either provided a written opinion, was deposed, or provided testimony at trial; the remainder of the cases were settled before I had the opportunity to provide my testimony or are still in litigation. In all of the matters, my testimony related to the interpretation of federal tax law and IRS procedures applicable to tax-exempt organizations. A representative list of the matters for which I have been engaged since 2000 is attached as Exhibit B to this report. Within the last four years, I have only testified in a deposition or at trial in one case. In that case, I testified at trial. The case was:

Susan Koret v. Thaddeus N. Taube, Richard Greene, Richard Atkinson, Michael J. Boskin, Anita Friedman, and Abraham D. Sofaer, individually, and in their capacities as Directors of the Koret Foundation, Case No. CGC 14-542069, (Superior Court of the State of California, County of San Francisco, 2016).

IV. MATERIALS REVIEWED

A list of the materials reviewed is attached as Exhibit C to this report.

V. STATEMENT OF COMPENSATION

I am being compensated for my work on this engagement at the rate of \$795 per hour for my time. The payment of my fees is not contingent on the opinions I express in connection with this engagement.

VI. SUMMARY OF CONCLUSIONS

As part of its activities for the 2017 Presidential Inauguration, PIC engaged in negotiations to secure celebratory event space at the Trump Hotel that resulted in benefit to the beneficial owners of the Trump Hotel, beyond what customary business practices would have provided. The facts reflect that the Trump Hotel disregarded its own policies and industry custom regarding pricing for its goods and services and to overcharge PIC for those goods and services. In addition, PIC funds were used for the private benefit of the Trump family, friends and personal staff of Trump family members. As a result, in my opinion, PIC's net income inured to the benefit of the Trump family, and the financial relationship constituted a private benefit to them, as well.

VII. LEGAL AND FACTUAL CONTEXT

1. PIC was incorporated on November 21, 2016 under the Virginia Nonstock Corporation Act to “primarily further the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential inauguration.”²

2. On November 23, 2016, in accordance with Federal Election Commission (“FEC”) rules for inaugural committees,³ PIC's Chief Executive Officer, Sara Armstrong, made an initial filing with the FEC agreeing to comply with the requirements of paragraphs (c) and (d) of 11

² Article Second, Articles of Incorporation of 58th Presidential Inaugural Committee.

³ 11 CFR §104.21.

CFR §104.21 and 11 CFR §110.20(j).⁴ The FEC regulations relating to inaugural committees to which Sara Armstrong referred define an inaugural committee as “the committee appointed by the President-elect to be in charge of the Presidential inaugural ceremony and functions and activities connected with the inaugural ceremony.”⁵

3. In addition to filing with the FEC as an inaugural committee, PIC filed Form 990 returns, the information return required to be annually filed by an organization exempt from federal income tax under section 501(c)(4) of the Internal Revenue Code (“Code”),⁶ for fiscal years ending October 31, 2017 and October 31, 2018. On each of the Form 990 returns filed by PIC, the organization indicated that its tax-exempt status is as an organization described in section 501(c)(4) of the Code.⁷ A Form 990 return is signed under a jurat attesting to the fact that the document and accompanying schedules and statements are “true, correct, and complete.”⁸ As a result, it is appropriate to evaluate PIC’s operations using the standards for inurement and private benefit found in federal tax law applicable to organizations exempt from federal income tax under section 501(c)(4) of the Code.

4. Organizations exempt from federal income tax under section 501(c)(4) of the Code must be operated exclusively for the promotion of social welfare. Tax-exempt status under that

⁴ Letter of November 23, 2016 from Sara Armstrong, Chief Executive Officer, to The Honorable Matthew S. Petersen, Chairman of the FEC.

⁵ 11 CFR §104.21(a)(1).

⁶ Unless otherwise noted, all section references contained herein are to the Internal Revenue Code of 1986, as amended (the “Code”) and all regulatory references are to the Treasury Regulations currently in effect under the Code.

⁷ Form 990, page 1, line I.

⁸ Form 990, Part II.

section of federal tax law is conditioned on the requirement that “no part of the net earnings of such entity inures to the benefit of any private shareholder or individual.”⁹ Treas. Reg.

§1.501(c)(4)-1(a)(2)(i) provides that an organization is operated exclusively for the promotion of social welfare if it is primarily engaged in promoting in some way the common good and general welfare of the people of the community.

5. Treas. Reg. §1.501(c)(4)-1(a)(2)(ii) sets forth several examples of activities that do not provide a community benefit, but rather provide benefits to an individual or to a limited group of people, and thus do not promote the social welfare of the community. The examples provided are: 1) electioneering on behalf of or in opposition to a candidate for public office, 2) the operation of a social club for the benefit, pleasure or recreation of its members, and 3) the operation of a business with the public in a manner similar to organizations operated for profit.

6. The reference to organizations operated for profit is echoed by the language of Treas. Reg. §1.501(c)(4)(B) which precludes tax-exempt status under section 501(c)(4) of the Code if any part of the organization’s “net earnings inure to the benefit of any private shareholder or individual,” that is, “to persons having a personal and private interest in the activities of the organization,”¹⁰ or commonly, “insiders.”¹¹ Identical language appears in section 501(c)(3) of the Code relating to organizations exempt from federal income tax as charities. The IRS takes the position that the phrase “net earnings” is not interpreted in a strict accounting sense to mean

⁹ Section 501(c)(4)(B).

¹⁰ Treas. Reg. §1.501(a)-1(c).

¹¹ Joint Committee on Taxation, *Historical Development and Present Law of the Federal Tax Exemption for Charities and Other Tax-Exempt Organizations*, April 19, 2005, p. 38.

the remainder after expenses are subtracted from gross earnings.¹² Rather, any unjust enrichment, whether out of gross or net earnings, may constitute inurement.¹³ Even a small amount of inurement is significant and is fatal to tax exempt status. In *Spokane Motorcycle Club v. United States*,¹⁴ the District Court stated:

Counsel for plaintiff argues that the amount involved [\$825, representing approximately 8% of gross revenues] is de minimis and no other cases with such a small amount involved have reached the courts. This may be true but it does not change the principle involved Refreshments, goods and services furnished to the members of an exempt corporation from the net profits of the business enterprise are benefits inuring to the individual members.

7. Both the IRS and courts have interpreted the references in section 501(c)(4) of the Code and related Treasury regulations to the “common good and general welfare of the people of the community” and “community benefit” as drawing a distinction between an organization that provides benefits to a particular person or group, i.e. restricted to insiders or particular groups, and an organization whose benefits are available to all persons in the community served.¹⁵

8. It should be noted that the “promotion of social welfare” is also a charitable purpose under the Internal Revenue Code and related Treasury regulations, that is, an appropriate purpose for an organization qualifying as a charity under section 501(c)(3) of the Code.¹⁶ The concept

¹² *Topic C: Overview of Inurement/Private Benefit Issues in IRC 501(c)(3)*, IRS Exempt Organizations Continuing Professional Education Training Text for Fiscal Year 1990.

¹³ *People of God Community v. Commissioner*, 75 TC 127 (1980).

¹⁴ *Spokane Motorcycle Club v. United States*, 222 F. Supp. 151 (E. D. WA 1963).

¹⁵ Compare, for example, *Contracting Plumbers Cooperative Restoration Corp. v. U.S.*, 488 F.2d 684 (2nd Cir. 1973), *cert. denied* 419 U.S. 827 (1974), in which benefits were limited to members of a particular group and Revenue Ruling 79-316, 1979-2 CB 228, in which benefits are provided equally to both members and nonmembers of a group.

¹⁶ Treas. Reg. §1.501(c)(3)-1(d)(2)

of the promotion of social welfare, as in the promotion of the common good and general welfare of the people of the community, has long been a charitable purpose in the common law from which the notion of charity as it is used in the Internal Revenue Code is based, as well as the notion of social welfare within the meaning of section 501(c)(4) of the Code.

9. The common law origins of the concept of charity were noted by the Supreme Court in *Bob Jones University v. United States*.¹⁷ In its decision, the Supreme Court referenced the landmark 1891 decision by the British House of Lords in *Commissioners v. Pemsel*, which found that charity in a legal sense comprised four principal divisions: “trusts for the relief of poverty; trusts for the advancement of education; trusts for the advancement of religion; and trusts for other purposes beneficial to the community, not falling under any of the preceding heads”¹⁸

10. In a reflection of the shared historical roots of the notions of charity, community benefit and the promotion of social welfare, it is not surprising that the concepts used in the Internal Revenue Code and related Treasury regulations to distinguish appropriate from inappropriate behavior for a charity described in section 501(c)(3) of the Code and a social welfare organization described in section 501(c)(4) of the Code are identical: private v. public benefit and a proscription on inurement of net income.¹⁹

¹⁷ *Bob Jones University v. United States*, 461 U.S. 574 (1983); see also, *Ould v. Washington Hospital for Foundlings*, 95 U.S. 303 (1877).

¹⁸ *Commissioners v. Pemsel*, [1891] A.C. 531.

¹⁹ Treas. Reg. 1.501(c)(4)-1(a)(2)(i) states: “A ‘social welfare’ organization will qualify for exemption as a charitable organization if it falls within the definition of ‘charitable’ set forth in paragraph (d)(2) of §1.501(c)(3)-1 and is not an ‘action’ organization as set forth in paragraph (c)(3) of §1.501(c)(3)-1.”

11. Transactions between related parties, one of which is a section 501(c)(3) charity or a section 501(c)(4) social welfare organization do not automatically result in inappropriate private benefit or inurement of income, but do so if the transactions are on terms and conditions that provide no more than a fair market value return to the party that is not exempt from federal income tax. If the terms and conditions provide a benefit to the non-exempt party that is greater than the benefit derived by the tax-exempt party, the transaction has the characteristics of an inappropriate private benefit or inurement of income.²⁰

12. While the application of the excise taxes under section 4958 of the Code are not within the jurisdiction of the Attorney General and thus are not the direct issue in this case, the facts giving rise to the excise tax are a concern for that Office. The nature and structure of the excise taxes helps clarify why certain transactions constitute inurement, a subset of private benefit, and others do not. As previously noted, there is no *de minimis* exception under the inurement prohibition in sections 501(c)(3) or 501(c)(4) of the Code and an organization that engages in an inurement transaction may face revocation of tax-exempt status regardless of the amount involved in the event. Until 1996, there was no sanction short of revocation of tax-exempt status in the event of an inurement transaction. In 1996, Congress enacted new “intermediate sanctions,” that is, an alternative to revocation of tax-exempt status based on an inurement transaction, in the form of excise taxes on “excess benefit transactions” between covered tax-exempt organizations and an insider of the organization.²¹ Organizations exempt under either section 501(c)(3) or section 501(c)(4) of the Code are subject to the excess benefits

²⁰ *Church by Mail, Inc. v. Commissioner*, T.C.M. 1984-349, *aff’d* 765 F.2d 1387 (9th Cir. 1985); *est of Hawaii v. Commissioner*, 71 T.C. 1067 (1979), *aff’d* 647 F.2d 170 (9th Cir. 1981).

²¹ *Supra* at Note 11, p. 96.

excise tax in section 4958 of the Code. The excise tax applies to any “excess benefit transaction,” which is defined as any transaction in which an economic benefit is provided by the section 501(c)(3) or section 501(c)(4) organization directly or indirectly to or for the use of any disqualified person, if the value of the economic benefit exceeds the value of the consideration received for providing such benefit. “Disqualified persons” are defined in section 4958(f)(1) of the Code as those persons able to exercise substantial influence over the affairs of the relevant tax-exempt organization. The statute extends the definition of “person” to include a member of the family of the person able to exercise substantial influence.²² The excise tax is paid by the disqualified person receiving the excess benefit. The standards for determining whether transactions involving organizations exempt under section 501(c)(3) or section 501(c)(4) of the Code are excess benefit transactions are identical -- no differentiation is provided in either the Code or the related Treasury regulations. As a result, it is appropriate to look to the guidance provided by Congress in section 4958 of the Code to evaluate whether particular transactions provide an inappropriate benefit to those in a position to exercise substantial influence over the affairs of an organization, such as PIC, that is exempt from federal income tax under section 501(c)(4) of the Code.

13. On each of the Form 990 returns filed by PIC, the organization answered “no” in response to Part IV, line 25a. Line 25a asks “did the organization engage in an excess benefit transaction with a disqualified person during the year.”

14. Treas. Reg. §53.4958-3(a)(1) defines a disqualified person as any person who was in a position to exercise substantial influence over the affairs of an applicable tax-exempt

²² Section 4958(f)(1)(B) of the Code.

organization. Treas. Reg. §53.4958-3(e)(2)(i) identifies the founder of an organization as a person who tends to have substantial influence over an organization. An additional fact indicative of a person having substantial influence is that the person has, or shares, authority to control or determine a substantial portion of the organization's capital expenditures or operating budget.²³ Treas. Reg. §53.4958-3(b) provides that disqualified person status includes the lineal descendants of the disqualified person.

15. Assuming that the assertions made in the FEC filing on November 23, 2016 are correct, it is my opinion that the IRS would consider Donald J. Trump, as President-elect, to be PIC's founder, and thus a disqualified person or "insider" for purposes of the proscription against inurement and for section 4958 of the Code. As a disqualified person, the members of Donald J. Trump's family, including siblings and children, are also disqualified persons or "insiders" for purposes of the proscription against inurement and for section 4958 of the Code.

16. Treas. Reg. §53.4958-4 defines an excess benefit transaction as any transaction in which an economic benefit is provided by an applicable tax-exempt organization directly or indirectly to or for the use of any disqualified person, and the value of the economic benefit provided exceeds the value of the consideration for providing the benefit. Treas. Reg. §53.4958-4(b)(1)(i) provides that the value of property, including the right to use property, for purposes of section 4958 is the fair market value (i.e. the price at which property or the right to use property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy, sell or transfer property or the right to use property, and both having reasonable knowledge of relevant facts).

²³ Treas. Reg. §53.4958-3(e)(2)(iv).

17. The Joint Committee on Taxation observed that both private inurement and private benefit may occur in many different forms, including, for example, excessive compensation, payment of excessive rent, receipt of less than fair market value in sales or exchanges of property, inadequately secured loans, other questionable loans, joint venture activities or conversion transactions.²⁴

18. A corollary to the restrictions on private inurement and private benefit is found in the use of assets for purposes that are not related to accomplishment of an appropriate purpose of the nonprofit organization. For example, the IRS has distinguished between an organization that uses its assets to acquire and preserve ecologically significant land and thus qualifies for tax-exempt status as a charity and an organization that acquires and preserves land that has no ecological significance or otherwise serves a charitable purpose, and thus does not qualify for tax-exemption as a charity.²⁵ As a result, the deployment of assets for uses that do not accomplish an exempt purpose, that is, neither furthering charitable purposes nor advancing social welfare, are not serving a public purpose, but rather a private purpose.

VIII SPECIFIC EVENTS FOR EVALUATION

1. Shortly after its formation, PIC began planning for the inaugural events to occur in January 2017. On November 25, 2017, two days after Sara Armstrong notified the FEC that PIC met the requirements for an inaugural committee under FEC regulations, that is, that the President-elect, Donald J. Trump, had appointed the committee members, Rick Gates, the

²⁴ *Supra* at Note 11, p. 53.

²⁵ Revenue Ruling 78-384, 1978-2 CB 174, distinguishing Revenue Ruling 76-204, 1976-1 CB 152.

Deputy Chairman of PIC, contacted the Trump Hotel on behalf of “the Trump campaign and Inaugural Committee” regarding ballroom space,²⁶ beginning a consistent effort to utilize the Trump Hotel for inaugural events, including “dealing” with a group that had already reserved space in the Hotel.²⁷

2. On November 29, 2016, Ramsey Ratcliffe, PIC’s Deputy Director of Special Events, contacted nine event sites in Washington, DC via electronic mail to inquire about hosting an official PIC event.²⁸ The nine sites were the National Museum of African American History & Culture, the Library of Congress, the National Archives, the National Building Museum, the Andrew W. Mellon Auditorium, the National Gallery of Art, Union Station, the Walter E. Washington Convention Center and the Trump Hotel, the only privately operated hotel on the list of sites initially contacted. Within days of PIC’s commencement of operations, it is clear that PIC contemplated contracting with the Trump Hotel, of which Donald J. Trump and the Trump family are the beneficial owners.²⁹

3. In early December, discussions with the Trump Hotel commenced. The Trump Hotel provided an initial quote of \$3,600,000 for event space rental and minimum food and beverage

²⁶ November 25, 2016 email message between Patricia Tang, Director of Sales and Marketing at the Trump Hotel and Rick Gates, PIC-DCAG00010279.

²⁷ November 29, 2016 email message from Rick Gates to Stephanie Winston Wolkoff: “Stephanie - I will deal with the prayer breakfast people. Let’s talk tomorrow once you settle on what we are doing with Hotel. Thanks.” Plaintiff’s Deposition Exhibit 15, DCAG-00000024-26.

²⁸ November 29, 2016 email between Ramsey Ratcliffe, Stephanie Winston Wolkoff and others, DCAG-00000020-21.

²⁹ District of Columbia’s Opposition to Defendant Trump Organization LLC’s Motion to Dismiss, p. 1. Deposition of Ivanka Trump, December 1, 2020, pages 52- 53.

charges for eight days, or \$450,000 per day.³⁰ PIC's staff, including Rick Gates, immediately raised concerns about the amount of the quote compared to "other property buyouts for the week," as well as the public perception of "PIC paying Trump Hotel a high fee."³¹ Additional discussions ensued regarding pricing of the event space at the Trump Hotel, including a meeting on December 16 between Stephanie Winston Wolkoff, an event planner working with PIC, Ivanka Trump and Donald J. Trump.³² The fact that the meeting included both Donald J. Trump and Ivanka Trump to discuss pricing of the Trump Hotel facilities, in my opinion, aptly demonstrates the level of personal involvement by Donald J. Trump and his family members in PIC's operational decision making, all of whom are disqualified persons for purposes of the excess benefit excise tax and inurement of income.

4. Additional discussions ensued between PIC and the Trump Hotel, eventually leading to an agreement signed on January 10, 2017 under which PIC would pay \$1,033,757 for event space for four days, beginning on January 17 and ending on January 20, 2017. The agreement contained an element of double-booking as it required PIC to pay for the same space, the Presidential Ballroom, that had already been reserved by another organization, the Presidential Inaugural Prayer Breakfast, Inc., of Roanoke, VA ("Prayer Breakfast"), for the morning of

³⁰ December 10, 2016 email between Patricia Tang and Ramsey Ratcliffe, PIC-DCAG00006718-6719.

³¹ December 12, 2016 email between Rick Gates and Ivanka Trump, PIC-DCAG00006718.

³² December 16, 2016 email between Stephanie Winston Wolkoff and Rick Gates, DCAG-00000106-110. Deposition of Stephanie Winston Wolkoff, December 9, 2020, p. 181.

January 20, 2017 for \$5,000. Based on its Form 990 returns, the Prayer Breakfast organization is not controlled by President-elect Donald J. Trump or the Trump family.³³

5. PIC's contract with the Trump Hotel required that PIC pay \$175,000, the equivalent of what would be the rental fee for a full day, for use of the room for only a portion of the day. In other words, PIC would be effectively paying the same amount it would if it had access to the room for a full day, including the period of time that the Prayer Breakfast event was scheduled to occur in the same room under that group's preexisting contract. When the contract with PIC was initially approved by David Anderson, Director of Catering at the Trump Hotel, the price for the rental of the room on January 20 was \$105,000 because of the limited use.³⁴ However, on January 10, Anderson was informed that Mickael Damelin court and Rick Gates had negotiated a rate of \$175,000 and that the initial contract should be changed to reflect the higher rate.³⁵ In my opinion, the substantially greater price charged PIC and the fact that PIC paid for space it could not use because of a prior commitment by the Trump Hotel (space for which PIC could have received free use at one of the other hotel venues under contract to PIC) resulted in private benefit and inurement of PIC's income to President-elect Trump and the Trump family as beneficial owners of the Trump Hotel.

³³ Available at:

https://apps.irs.gov/pub/epostcard/oor/814878899_201709_990EZ_2018080115279394.pdf

³⁴ Declaration of David Anderson, December 18, 2020, p. 2.

³⁵ *Id.*

6. Initially, PIC planned to hold a formal inaugural event on the evening of January 20, 2017 at the Trump Hotel.³⁶ The event was described as an “Inaugural Celebration Toast” in the Trump Hotel ballroom hosted by the Trump children for “friends and family.”³⁷ However, it was eventually decided that the event would not be held. The Trump Hotel, concerned about the loss of revenue if the event was cancelled, raised concerns with PIC about the financial impact on the Trump Hotel.³⁸ In response, PIC agreed to hold a smaller event in its place, essentially a private reception for the Trump family, rather than an inaugural event. Rick Gates described the planned event in an email message to Ivanka Trump on January 11, 2017, as “there will be an after party at the OPO [Trump Hotel] following the inaugural balls on Friday [January 20, 2017]. DJT is not expected to attend but was more for you, Don and Eric.”³⁹ The agreement between PIC and the Trump Hotel provided that PIC would pay for the food and beverages for the event. Rather than an event for a relatively small family group as referenced by Rick Gates, however, the Trump Hotel structured the replacement event for all guests staying in rooms at the Trump Hotel.⁴⁰ The import of PIC paying the Trump Hotel for food and beverages for all guests at the Hotel was to manufacture a large event in the Trump Hotel to enhance the Trump Hotel’s

³⁶ November 29, 2016 email exchange between Ramsey Ratcliffe and Stephanie Winston Wolkoff, PIC –DCAAG00006800-6801; November 30, 2016 email exchange between Rick Gates, Stephanie Winston Wolkoff, Matthew Grimes and Tom Barrack, DCAG-00000034, January 3, 2017 email exchange between Mickael Damelinourt and Rick Gates, TRUMPORG_000148-149.

³⁷ PIC KICK-OFF MEETING AND SITE VISITS DEBRIEF NOVEMBER 28TH – 29TH, DCAG-00000554.

³⁸ January 3, 2017 email exchange between Mickael Damelinourt and Rick Gates, TRUMPORG-000148-149.

³⁹ January 11, 2017, email message between Rick Gates and Ivanka Trump, DCAG-00017364-17365.

⁴⁰ Deposition of Richard W. Gates, III, December 17, 2020, pages 292-293.

revenue and offset the loss in income from cancellation of the originally planned inaugural event. PIC's funds were thus wasted for purposes that did not further PIC's mission, thus resulting in a private benefit and inurement of income to Donald J. Trump and the Trump family, as the beneficial owners of the Trump Hotel, to the extent of the cost to PIC of the event.

7. The Trump Hotel's customary policy, in accord with industry practice in Washington, DC at the time, was to provide event space at a negotiated rate, depending on the amount of revenue anticipated for an event, which could include free meeting space when a group agreed to rent a large block of hotel rooms.⁴¹ While PIC, specifically Rick Gates, did not commit to a block of rooms at the Trump Hotel, he created an arrangement under which significant donors to PIC could have access to rooms at the Hotel through PIC.^{42,43} Confirming industry practice, another hotel in Washington, DC, the Fairmont Hotel, provided PIC with free event space based on a reservation of a block of rooms during the inauguration.⁴⁴

8. As a result, PIC paid for event space that would have been provided on a negotiated reduced rate or on a potentially complimentary basis under the Trump Hotel's own policy at the time, and under industry practice, given the amount of revenue PIC was bringing to the Trump

⁴¹ Deposition of Mikael Damelin court, November 16, 2020, pages 130-131.

⁴² Deposition of Patricia Tang, December 3, 2020, pp. 193-196. Exhibit 50, email exchanges between Patricia Tang and Seth Kaplan, December 6, 2016 – December 13, 2016.

⁴³ While PIC did not have a fully executed contract for a block of rooms at the Trump Hotel, the Trump Hotel held its rooms off the market as if an executed contract was in place and allowed PIC to give donors access to these rooms. *See* Deposition of Richard W. Gates, III, December 17, 2020, pages 257-259.

⁴⁴ Contract between PIC and Fairmont Washington, DC, dated December 30, 2016, p. 3, Plaintiff's Deposition Exhibit 2, PIC-DCAG00001742-1769, at PIC-DCAG00001745.

Hotel through room rental to significant donors to PIC, rental of meeting space and catering revenue PIC.

9. In my opinion, as a result of the Trump Hotel charging PIC for space that the Trump Hotel would have provided on a complementary basis to other customers under its policy at the time, based on the number of hotel rooms reserved by PIC, PIC permitted its funds to inure to the benefit of Donald J. Trump and the Trump family, as the beneficial owners of the Trump Hotel.

10. Despite its success in negotiating significantly more favorable terms for event space at the Fairmont Washington, DC Hotel, PIC did not seek competing offers from other sites for the events held at the Trump Hotel. PIC paid the Trump Hotel a total of \$1,033,757 for services related to the two inauguration events it held at the Trump Hotel, including venue rental costs and associated food charges.⁴⁵

11. In a final misuse of PIC's funds, in July 2017, fully six months after the inauguration, the PIC was notified by the Trump campaign of an unpaid invoice for the Loews Madison Hotel, a hotel in Washington, DC, with which PIC had not entered into an agreement for meeting space or hotel rooms.⁴⁶ The invoice forwarded to PIC was for \$49,358.92 for rooms that had been reserved and rented during inauguration week by personal staff of Donald J. Trump, Jr., but for which the charges had not been paid.⁴⁷ PIC only became aware of the

⁴⁵ .PIC-DCAG00007767-68 (excerpt of document Bates-stamped PIC-DCAG00007724)

⁴⁶ Plaintiff's Deposition Exhibit 30, PIC-DCAG00010301; Deposition of Richard W. Gates, III, December 17, 2020, pages 307-319.

⁴⁷ Plaintiff's Deposition Exhibit 29, PIC-DCAG00010303.

arrangement with Loews Madison Hotel when PIC was contacted by the Trump campaign, yet PIC paid the delinquent invoice.⁴⁸

12. The preceding transactions, in my opinion, are related party transactions as President-elect Trump is a PIC insider who clearly had a significant ability to influence PIC's decision-making, and he is the beneficial owner of the Trump Hotel. He was involved in decisions regarding PIC and the Trump Hotel and those decisions resulted in the Trump Hotel, and ultimately, its owner, benefiting to a greater degree than otherwise would have occurred.

13. The use of PIC's assets to provide inappropriate private benefit to President Donald J. Trump through related party transactions involving the 2017 Presidential Inauguration also resulted in PIC's income inuring to his benefit as the ultimate owner of the Trump Hotel. Such an exploitation of a tax-exempt social welfare organization corresponds to a pattern of using a charity for personal private benefit reflected in seven related party transactions between 2007 and 2016 involving Donald J. Trump and the Donald J. Trump Foundation, Inc., ("Trump Foundation"), a private foundation exempt from federal income tax under section 501(c)(3),⁴⁹ including having the Trump Foundation pay for advertising for the Trump Hotel in 2013, an expenditure that did not serve any purpose related to the Trump Foundation, but did constitute a private benefit to the Trump Hotel and its beneficial owners, Donald J. Trump and the Trump

⁴⁸ Deposition of Heather Martin, October 20, 2020, pages 157-160.

⁴⁹ The Trump Foundation was ordered dissolved in *The People of the State of New York, by Letitia James, Attorney General of the State of New York v. Donald J. Trump, Donald J. Trump, Jr., Eric F. Trump and the Donald J. Trump Foundation*, Supreme Court of the State of New York, County of New York, Index No. 451130/2018, November 7, 2019.

family.⁵⁰ The seven transactions were the subject of an investigation by the New York Attorney General which resulted in a Stipulation of Final Settlement signed on November 7, 2019 in which Donald J. Trump, through his attorneys, agreed that the seven transactions constituted acts of self-dealing and misuse of Trump Foundation funds through related party transactions.⁵¹

14. As an observation on how inappropriate private benefit can occur, the Association of Certified Fraud Examiners (“ACFE”) in its *Report to the Nations – 2020 Global Survey on Occupational Fraud and Abuse*, which includes both for-profit and nonprofit organizations, classifies occupational fraud and abuse as including corruption, asset misappropriation and financial statement fraud.⁵² The ACFE defines “occupational fraud” as the use of one’s occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization’s resources or assets. The ACFE also observes in its Report that “within the broad category of asset misappropriation, fraudsters use several methods to steal funds and other resources from their employers,” including the most common of which in the ACFE survey were billing schemes involving, for example, inflated invoices and billing for services not actually rendered. The ACFE concluded that owners/executives are generally in a better position to override controls than their lower-level counterparts, and they often have greater access to an organization’s assets,⁵³ a fact demonstrated by the relationship between PIC and the Trump Hotel, as well as the prior relationship between the Trump Foundation and the Trump Hotel.

⁵⁰ *Id.*, at p. 7.

⁵¹ *Id.*

⁵² *Report to the Nations – 2020 Global Survey on Occupational Fraud and Abuse*, Association of Certified Fraud Examiners, available at: <https://www.acfe.com/report-to-the-nations/2020/>.

⁵³ *Id.* at p. 38.

15. The record is clear that PIC intentionally expended funds at a comparatively small number of events at the Trump Hotel during four days of inaugural activities. Even if PIC ultimately obtained goods and services at fair market value, the very decision to undertake events at the Trump Hotel resulted in a private benefit to the Trump Hotel and, accordingly, its beneficial owners, Donald J. Trump and the Trump family. While goods and services may have been provided at fair market rates, the record, as discussed in my report, reflects payments for space that was unavailable as it was already reserved by a separate organization and space, food and beverages for a post-inaugural event that was significantly greater than PIC intended. As noted by Mickael Damelin court in his deposition, the Trump Hotel “had a very good week” with “high occupancy and a very good rate,” which was the inevitable result of the operational philosophy of the Trump Hotel — “We are going to try whenever we can to maximize revenue.”⁵⁴ The unstated result was private benefit to the beneficial owners of the enterprise, Donald J. Trump and the Trump family.

IX. Conclusions

In my opinion, the facts surrounding the negotiation and eventual use of the Trump Hotel by PIC resulted in private benefit and inurement of PIC’s income to the benefit of the Trump Hotel, and, ultimately, Donald J. Trump and the Trump family as the beneficial owners of the Trump Hotel, by virtue of: 1) entering into a business relationship with the Trump Hotel in the first instance, 2) charging PIC excessive fees, in excess of what would have been charged under the Trump Hotel’s own policy and customary business practice, 3) having PIC pay for facilities that could not be used as they had already been rented at a lower fee to another organization and

⁵⁴ Deposition of Mickael Damelin court, November 16, 2020, p. 271.

4) having PIC pay for facilities for a private Trump family event not part of the inauguration and in an amount far greater than PIC planned. In total, the Attorney General asserts that \$1,033,757 million was paid to the Trump Hotel for the ultimate benefit of President Donald J. Trump and the Trump family,⁵⁵ with an additional \$49,358.92 in payments to the Loew's Madison Hotel for unpaid expenses incurred by Trump family acquaintances.

I reserve the right to update this report if additional documents or information becomes available to me.

I hereby certify that this report is a complete and accurate statement of all of my opinions, and the basis and reasons for them, to which I will testify under oath.

Respectively submitted,

Marcus S. Owens



Date

1/5/2021

⁵⁵ *Supra* at note 37.

Exhibit 5

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

+ + + + +

IN THE MATTER OF:	:	
	:	
DISTRICT OF COLUMBIA,	:	
	:	
Plaintiff,	:	
	:	Civil Action No.
v.	:	2020-CA-000488-B
	:	
58th PRESIDENTIAL INAUGURAL	:	
COMMITTEE, et al.,	:	
	:	
Defendants.	:	

Thursday,
October 15, 2020

DEPOSITION OF:

SARA ARMSTRONG

was called for examination by Counsel for the
Plaintiff, pursuant to the Notice of Deposition,
via video-teleconference, when were present on
behalf of the respective parties:

1 calls for a legal opinion. You can answer.

2 THE WITNESS: I'm trying to -- in
3 terms of its -- each non-profit has a different
4 role, so the goal of the non-profit is to
5 essentially provide a service to the community
6 for -- I would say a not-for-profit purpose, but
7 each non-profit has a different scope.

8 BY MS. MIRANDA:

9 Q And are you familiar at all with sort
10 of the -- sorry, let me rephrase. Are you
11 familiar with any restrictions placed on non-
12 profits on the expenditure of its sort of
13 donations?

14 MR. LEVISS: Objection. Vague.

15 THE WITNESS: In terms of this
16 particular organization, or non-profits in
17 general?

18 MS. MIRANDA: Just non-profits in
19 general.

20 THE WITNESS: The expenditures are
21 expected to be associated for purposes of what
22 the non-profit is established for, and not any

1 other benefit to either officers or staff, but
2 the expenditure should be for the purposes in
3 which the organization is set up as a non-profit.

4 BY MS. MIRANDA:

5 Q And as it relates to the PIC, do the
6 same -- is it your understanding, the same
7 prohibitions on expenditures for non-profit
8 organizations, that that also applies to the PIC?

9 MR. LEVISS: Objection to form.

10 THE WITNESS: Yes. My understanding
11 is our articles of incorporation established the
12 purposes that the expenditures were to be
13 associated with the scope of what the PIC was
14 created to do.

15 MS. MIRANDA: Okay.

16 BY MS. MIRANDA:

17 Q And you were the PIC's sole
18 incorporator. Correct?

19 A That's correct.

20 Q Did you draft the PIC's articles of
21 incorporation?

22 A No, I did not.

1 Q Who drafted those?

2 A I had an outside counsel at the time
3 we were setting up our organization. The firm
4 name was Holtzman Vogel.

5 Q And I'm just going to be asking you a
6 few questions relating to sort of like the PIC.
7 Why was the PIC established?

8 A Well, the PIC itself is a separate
9 entity every inauguration. So, this particular
10 PIC is known as the 58th Presidential Inaugural
11 Committee. So, it's the 58th of this
12 organization. Each one is set separately,
13 separate from previous inaugural committees, to
14 execute the official events surrounding the
15 transfer of power from one President to another.

16 Q All right. And what was the purpose
17 of the PIC?

18 MR. LEVISS: Objection. Asked and
19 answered. You can answer.

20 THE WITNESS: Again, as I stated
21 before, the PIC is formed in order to execute the
22 events surrounding the inauguration of the

1 A My recollection is yes. My
2 recollection is that our lawyer and staff was
3 part of that conference call. But I don't recall
4 if she reported notes afterwards.

5 Q So, you mentioned at least there was
6 like one conference call meeting of the board?

7 A That's the recollection.

8 Q If the board was meeting, were you
9 expected to participate in those meetings as
10 well?

11 A I believe I was invited too.

12 Q Do you recall being invited to any
13 board meetings where you weren't able to attend?

14 MR. LEVISS: Objection.

15 THE WITNESS: I don't recall any board
16 meetings that I was not able to attend.

17 BY MS. MIRANDA:

18 Q Did the PIC have any office space?

19 A Yes. The General Services
20 Administration is part of the government, is
21 required to supply office space to each Inaugural
22 committee.

1 Q And where were those offices located?

2 A I can't recall the address. It was
3 the address listed on the document you showed me.
4 The DC document in Southwest DC. I can't recall
5 the street or address.

6 Q The one on the DCRA document?

7 A Yes.

8 Q Okay. And did you work out of that
9 office?

10 A Yes.

11 Q Did most of the staff work out of that
12 office as well?

13 A Yes.

14 Q Did the PIC have any office space
15 elsewhere?

16 A No additional office space during the
17 planning and execution of the inauguration.

18 Q Did the PIC have any sort of office
19 space in any of the venues where the PIC held
20 events?

21 A As a part of the contract with the
22 Trump Hotel, part of the space that we reserved

1 during the week of the inauguration was for
2 temporary office space because it was inside of
3 the perimeter and we would have difficulty
4 accessing our office at the GSA. So, that was
5 temporary space that we reserved during the week
6 of the inauguration.

7 Q And can you explain a little bit more
8 about sort of the logistics with having the
9 temporary office space of the Trump Hotel because
10 of the location of the GSA building, or the GSA
11 office space?

12 A Sure.

13 MR. LEVISS: Objection. Vague and
14 compound. Go ahead.

15 THE WITNESS: Sure. So, in the days
16 ahead of the inauguration, the Secret Service --
17 this is a national security event. Because of
18 that, it requires the involvement of the Secret
19 Service, and the Secret Service established the
20 perimeter, in which only those that have
21 authorized badges or access privileges to come
22 inside, or if they have a ticket to said event.

1 So, they have to go through
2 magnetometers, and prove that they have purpose
3 of being inside of the perimeter.

4 Our GSA office space was outside of
5 that perimeter, which made it difficult for
6 individuals to come in and out of office space
7 should they need to have an environment to work
8 out of.

9 And so, for the convenience of staff
10 who didn't have another place to essentially work
11 out of, we created this temporary office space
12 that staff could utilize during the week's
13 events, so they didn't have to move in and out of
14 the perimeter.

15 And it was a security concern for
16 staff as well, because inside was essentially
17 more secure for staff, given expectations of
18 potential protests and so forth. So, we wanted a
19 secure, safe and convenient place for our staff.

20 MS. MIRANDA: Sure.

21 BY MS. MIRANDA:

22 Q And so, what area did that perimeter

1 encompass?

2 A It is a very expansive area,
3 potentially extending from the White House
4 through the Capitol Building, to incorporate the
5 parade route and various venues inside of that
6 perimeter.

7 There were a few spaces of venues that
8 were outside the perimeter, but the basic
9 perimeter encompassed the National Mall, the
10 Capitol Building, because of the logistics of the
11 parade and where the events were taking place.

12 Q And about how many employees or staff
13 did the PIC have?

14 A I believe we approximately had 400 at
15 the peak of employment, right at the end when we
16 were executing.

17 Q And did the majority of the staff work
18 out of the GSA building?

19 A Yes.

20 Q And how many worked out of that
21 temporary sort of office space within the Trump
22 Hotel?

1 A It wasn't an assigned number of
2 people. It was made available to staff should
3 they need to access it. So, people were assigned
4 to work there. It was made available should they
5 need a workspace.

6 Q Did the PIC have any consultants?

7 MR. LEVISS: Objection. Vague.

8 THE WITNESS: I'm trying to think, in
9 terms of employment. So, let me clarify. There
10 were a few individuals who asked if they can be
11 on a consulting contract, as opposed to payroll,
12 because they had their own consulting business
13 and wanted the funds to go to their business, as
14 opposed to a personal payroll, if that makes
15 sense.

16 They were considered a staff member,
17 but there is a contract that we sign for those
18 individuals.

19 BY MS. MIRANDA:

20 Q Did the PIC have any conflict of
21 interest policy?

22 A Yes, we did.

1 income of the corporation shall inure to the
2 benefit or be distributed to its directors,
3 officers, or other private persons, except the
4 corporation shall be authorized and empowered to
5 pay reasonable compensation for services actually
6 rendered to reimburse expenses incurred by others
7 and to make payments and distributions in
8 furtherance of the purpose and objects set forth
9 in the second Article. What process or what
10 safeguards did the PIC have in place to ensure
11 that no part of the net income in the corporation
12 inure to the benefit of any of its directors,
13 officers, or private persons?

14 A That's a little vague. Can you
15 clarify more what you're seeking out of that
16 question?

17 Q Sure. Did the PIC have any -- besides
18 the conflict of interest policy, did the PIC have
19 any other protocol or procedure in place to
20 monitor whether any of the net income of the PIC
21 would inure to the benefit or be distributed to
22 any of its directors, officers, or the private

1 persons as outlined in paragraph 2 of the second
2 provision of the Articles of Incorporation?

3 MR. LEVISS: Object to form. You can
4 answer.

5 THE WITNESS: Yes, we had a
6 predetermined approval process for any
7 expenditures from the organization.

8 BY MS. MIRANDA:

9 Q Okay. Can you walk me through what
10 that expenditure or that approval expenditure
11 process was?

12 MR. LEVISS: Object to form. You can
13 answer.

14 THE WITNESS: Okay. The approval
15 process for expenditures went through certain
16 individuals. The -- typically, the invoice would
17 likely come to a director who had worked with a
18 particular vendor or organization or venue that
19 it would incur an expense with. That invoice was
20 sent to our director of budget administration,
21 Heather Martin, for review.

22 That expenditure and request for

1 payment was compared to, did we have a contract
2 with said venue or vendor? Did the purpose of
3 the expenditure match what was contracted for?
4 And did that expenditure exist in our budget
5 preparation that we had worked with the
6 departments on? So we reviewed to make sure that
7 the invoice matched what we had contracted for,
8 requested in terms of execution, and was -- had
9 been budgeted for. Once it reviewed -- was
10 reviewed by the budget director, it came for me
11 for final sign off.

12 BY MS. MIRANDA:

13 Q The fourth provision of the articles
14 at the bottom of page 1 outlines the -- sort of
15 the process by how the director of the
16 corporation would be elected or appointed.
17 Earlier today, you testified that President Trump
18 elected or appointed Tom Barrack as the chairman
19 for the PIC, correct?

20 A Yes.

21 Q And that Mr. Barrack then either
22 appointed or elected the treasurer for the PIC as

1 well as the secretary for the PIC?

2 A Yes.

3 Q And those were the three board of
4 directors for --

5 A Correct.

6 Q -- the PIC? The -- and you stated
7 that you didn't have any role in that appointment
8 or election process for the board of directors,
9 correct?

10 A That's correct.

11 Q Okay. So the second paragraph of that
12 fourth provision states, the initial board of
13 directors shall be appointed by the incorporator
14 to serve for a term of two years. Did -- you
15 were the incorporator for the PIC, correct?

16 A Correct.

17 Q Did you appoint any of the initial
18 board of directors?

19 A I did not.

20 Q Okay. Just wanted to make sure that
21 I clarified the organization sort of process.
22 Thank you. Earlier, we discussed briefly whether

1 believe it was in December of 2016, probably
2 early in that month. I don't recall the exact
3 date.

4 Q Do you recall who else from the PIC
5 attended that meeting?

6 A Mr. Barrack, myself, Rick Gates,
7 Stephanie Winston Wolkoff, and I believe Mr.
8 Barrack's aide, Matthew Grimes. I don't recall
9 any others in the room for that meeting.

10 Q Were there any budget discussions that
11 took place during that meeting?

12 A No.

13 Q Any discussions relating to venue
14 selection?

15 A Not discussion. We may have mentioned
16 venues where events were planning to take place
17 probably as part of the overview of the
18 activities of that week.

19 Q Was there any discussion about having
20 a PIC event at the Trump Hotel during that
21 meeting?

22 A It may have been described loosely in

1 terms of a planned lunch that we were having
2 there, but I think it was part of the overall
3 broad overview of the types of events that were
4 happening that week.

5 Q You mentioned that that meeting was
6 with Ivanka in New York. Were there any other
7 family members there, as well?

8 A I believe a few of the family members,
9 a few of the children of the president-elect were
10 listening in by phone, just to understand where
11 they were going to need to be scheduling-wise for
12 purposes of planning their understanding for the
13 week of where they were expected and the
14 frequency of events. I don't recall who all was
15 on the phone, but I believe that a few may have
16 been listening in just to get a basic overview.

17 Q And did you have any meetings with
18 Melania Trump about the PIC?

19 A No, I did not meet with the First
20 Lady.

21 Q Did you have any meetings with then-
22 President-elect Donald Trump?

1 A I did not.

2 Q Do you know if anyone else within the
3 PIC had any meetings with Trump family members
4 about the PIC?

5 MR. LEVISS: Objection to the form.
6 Are you asking about all 400 members of the PIC
7 staff?

8 Q Do you know if Tom Barrack had any
9 meetings with any Trump family members relating
10 to the PIC?

11 A I wasn't privy to his schedule. I do
12 recall that he would occasionally speak with the
13 President-elect and give him a high-level
14 overview that things were on track for the event.
15 I believe he may have had a conversation or two
16 with Ivanka, maybe other children, members of the
17 family like Don Jr. But I'm not privy to his
18 conversations and don't know the frequency or the
19 content of those discussions.

20 Q How are you aware that he had some
21 discussions with some of the Trump family
22 members?

1 A He would mention it when we would
2 update. He would say oh yeah, I spoke to the
3 President-elect today and let him know you all
4 were doing a great job. So I don't know the
5 entirety of their conversation and if it was only
6 PIC-related conversations or if it incorporated
7 other business. But he would mention it when we
8 would compare notes on various aspects.

9 Q Do you know if Tom Barrack had any
10 conversations or meetings with Ivanka Trump?

11 A I don't know. I don't want to
12 speculate on whether he had, other than the
13 meeting I was present in, I'm not sure if he did
14 or not. I can't answer that.

15 Q Do you know if Rick Gates had any
16 meetings with then-President-elect Donald Trump
17 about the PIC?

18 A I don't recall that Rick was in
19 contact with the President-elect. I don't recall
20 that. I believe that, I don't think I ever, no,
21 I don't recall him ever speaking that he had been
22 in direct contact with the President-elect.

1 the first initial list?

2 A I believe that she looked at the list.
3 She wasn't familiar with many of the venues in
4 the DC area, and so she took many of the
5 recommendations that Lindsey had proposed as
6 potential venues, but joined Lindsey in those
7 venue visits so she could also become familiar
8 with them as we were making selections and
9 decisions.

10 Q I'm going to direct you to Tab 7 that
11 has a Bates number of DCAG-00000020. And it was
12 previously marked as District Exhibit No. 5.

13 A Okay.

14 Q And I'm going to direct you to that
15 first message being forwarded as an email from
16 Ramsey Ratcliffe dated November 29, 2016, and
17 it's addressed to Stephanie Winston Wolkoff and
18 several other people, with various emails
19 including 58PIC2017.org emails. You're one of
20 the individuals listed, to Sara Armstrong with an
21 email address of sarmstrong@58PIC2017.org. Was
22 that your official PIC email address?

1 A Yes, thank you for reminding me. I
2 couldn't remember.

3 Q And the subject for this email is
4 Presidential Inaugural Committee Official Events.

5 A Yes, I see that.

6 Q There's an FYI and there's a list of
7 venues listed out. At this stage of putting
8 together sort of this list, was Rick Gates
9 involved in the venue selection?

10 A I think, like me, we were at this
11 phase largely familiar with a list of venues that
12 we were interested in pursuing and getting more
13 information from, but I don't recall to what
14 extent he was involved in these particular venues
15 at this stage.

16 Q Do you know what Tom Barrack's role in
17 venue selection at this stage was?

18 A I believe he was aware that we were in
19 the process of researching venues and interested
20 in collecting additional information from the
21 more desirable locations around the DC area, but
22 I don't know to what extent he was aware of the

1 details of any of these discussions.

2 Q And in this list, the Trump
3 International Hotel in Washington, DC is listed
4 as one of the venues, correct?

5 A Correct.

6 Q And that's the only hotel listed on
7 this list, correct?

8 A Correct.

9 Q Do you know if there were any other
10 hotels the PIC considered or was interested in
11 hosting a special event for PIC?

12 MR. LEVISS: Objection to form. Are
13 you asking ever or at this time or what?

14 Q At this time.

15 MR. LEVISS: You can answer.

16 A No, we were not looking at any other
17 hotels as potential venue locations.

18 Q Why was the PIC considering the Trump
19 International Hotel in Washington, DC as a
20 potential venue?

21 A It was a brand-new hotel, centrally
22 located, very popular with individuals who were

1 contributing financially to the inauguration.
2 People wanted to be seen and attend functions at
3 that hotel, and we knew that again, it was a
4 desirable location among this list of other
5 venues due to the proximity to things on the
6 parade route. It was in the perimeter, it was a
7 gorgeous new venue in town.

8 Q And after this list was compiled, did
9 the PIC consider holding any special events at
10 any other hotel?

11 A We did not. We did not feel that
12 other hotels were as desirable in terms of what
13 our attendees would want to experience.

14 Q Do you know who made the decision to
15 explore considering the Trump International Hotel
16 as one of the event venues?

17 A I don't recall that it was a single
18 individual. I think it was added into a long
19 list of potential venues, and ultimately in our
20 narrowing down of that list, it was agreed upon
21 that it was a desirable location for the events
22 that we wanted to host. But I don't know if it

1 was a specific one person that made that
2 determination.

3 Q And from this list, were any of these
4 venues provided to the PIC for free?

5 A I'm not sure. I would actually have
6 to look at contracts. In many of these cases,
7 there was a requirement for a rental cost, but
8 again I'd have to look at the contracts if you're
9 referring to any specific one to see the
10 specifics and refresh my memory. If it was given
11 for free, we'd have to indicate that it was an
12 in-kind contribution.

13 Q That was going to be my next question.
14 Do you know if any of these were actually like,
15 donated or considered a gift in kind?

16 A I don't think any of these were an in-
17 kind contribution.

18 Q Were any of these provided at a
19 discount rate?

20 MR. LEVISS: Objection to form.

21 A I don't know the specifics of their
22 various rates, whether a rental rate was a

1 being engaged in any other venue selections and
2 planning.

3 Q Do you know if then-President-elect
4 Donald Trump was involved at all in the selection
5 of the venues by the PIC?

6 A Not to my knowledge, but I don't know
7 again the substance of Mr. Barrack's
8 conversations with him.

9 Q Were any Trump family members involved
10 in any negotiations for the venues for the PIC?

11 MR. LEVISS: Objection, vague. You can
12 answer.

13 A To repeat my answer previously, no
14 family members other than Ivanka Trump related to
15 the Trump Hotel were involved in any of the
16 negotiations.

17 Q Do you know if Stephanie Winston
18 Wolkoff had any discussions with Trump family
19 members about venue selection for PIC events?

20 A I'm not aware of her discussions with
21 any of the family members. I believe that
22 Stephanie was also involved in the Trump Hotel

1 discussion, but I don't know if she spoke to
2 Ivanka about that hotel or not.

3 Q The PIC had several room blocks at
4 various hotels throughout the District during the
5 inauguration week, correct?

6 A Correct.

7 Q How were these hotels sort of
8 selected?

9 MR. LEVISS: Objection, foundation.

10 A So the original contracts with these
11 hotels around DC were negotiated and secured by
12 the RNC with the purpose of trying to secure
13 space because the PIC had not yet been
14 established. And so they were concerned that
15 there wouldn't be time to secure the space that
16 was needed for the donors and others coming into
17 town. So they proceeded with the negotiations
18 and contract approvals without consultation from
19 PIC staff.

20 Q Do you know who at the RNC was
21 involved in that hotel selection process?

22 A I don't know who reached out to the

1 hotels. I believe typically Katie Walsh's
2 signature is on those contracts as the chief of
3 staff. But I don't know who from the RNC was
4 involved in negotiating it. I believe Ramsey was
5 involved. I don't know if she was the only
6 person engaged in that discussion.

7 Q The PIC took over the RNC contracts on
8 assignment?

9 A We did, correct.

10 Q And what were those room blocks at
11 these hotels, what were they used for?

12 A They were to make available to
13 individuals who wished to attend the inauguration
14 to have a room to stay in during their visit.
15 It's a very highly-attended event, and so we
16 wanted to secure space for donors and other VIPs
17 that needed a hotel space to ensure that they had
18 a place to stay during the period of the
19 inaugural events.

20 Q Do you know how the number of rooms
21 that, I guess the RNC booked with each hotel, how
22 that was selected?

1 A I don't know what went into the
2 determination of the numbers that they estimated.
3 I have no knowledge to how they came to the
4 conclusion on the numbers that they negotiated.

5 Q Did the PIC have any event space or
6 venue contracts with any of these hotels where it
7 also had a room block?

8 A I don't recall if venue space was in
9 those contracts. I'd have to look at specific
10 ones to recall. I believe the majority, if not
11 all, were exclusively for hotel room blocks.

12 Q Do you recall if there were any media
13 rooms that were included in these contracts with
14 the hotels?

15 A I don't recall that they did that
16 because I don't think they yet knew what
17 potential needs there would be other than actual
18 hotel rooms.

19 Q I know that you said you don't recall
20 if there was any event space contract for any of
21 these hotels, but did the PIC hold any events at
22 any of the hotels where it had room blocks?

1 A Official events, no. I believe we may
2 have had ticket distribution in one location, but
3 I don't believe that there were official events
4 that were held there.

5 Q What hotels did the PIC have room
6 blocks at?

7 A Oh gosh. This is going to be off --
8 it won't be inclusive. I believe it was 10
9 hotels that were originally contracted that were
10 assigned over. The Hay-Adams, we contracted
11 separately with the Hyatt, the Fairmont. I'm
12 sorry, I can't recall all of them. I'm happy to
13 confirm if you have a list. I just can't recall
14 off the top of my head all the hotels in town.

15 Q You mentioned the Fairmont and you
16 mentioned the Hay-Adams. Do you recall the W
17 Hotel?

18 A Yes, I recall that.

19 Q What about the Willard? Was there a
20 room block at the Willard?

21 A I can't recall.

22 Q Besides the RNC contracts for the room

1 blocks, did the PIC have any room blocks that it
2 itself negotiated and entered into with any
3 additional hotels in the District?

4 A Yes, there was I believe one hotel
5 that we contracted with for additional room
6 space, mostly for purposes of staff, vendors that
7 were traveling in from out of town, and
8 entertainment. It was the Hyatt. In the
9 planning of the hotels, the RNC was obviously
10 concerned about donors and VIP attendees, but had
11 not accommodated a particular hotel for staff and
12 incoming vendors, incoming entertainment.

13 Q Did the PIC consider having events at
14 any of these hotels? Any official events at
15 these hotels?

16 MR. LEVISS: Objection, asked and
17 answered.

18 A I don't recall if they were on an
19 original list for consideration with some of
20 these other venues that we ultimately pursued. I
21 don't recall that, but ultimately we did not have
22 any events at these hotels. The contracts were

1 for hotel rooms.

2 Q Prior to the PIC, did you have any
3 formal experience relating to booking event space
4 at hotels in conjunction with a room block?

5 MR. LEVISS: Objection, asked and
6 answered.

7 A Again, I've had experience with
8 meetings, a multi-hundred meeting conference in
9 negotiating a smaller room block, but not a
10 direct negotiating requirement from my roles.

11 Q I'm going to go to Tab No. 11. That
12 was previously introduced as the District's
13 Exhibit No. 2 and it starts with a Bates stamp of
14 PIC-DCAG00001742. I'll give you a few moments to
15 review that document before I ask you a few
16 questions. Please let me know when you've
17 finished reviewing. It's about 28 pages long.
18 I'm mainly going to be asking questions about the
19 first seven pages.

20 A Okay.

21 Q Share my -- are you able to see that?

22 A Yes.

1 Q What is the first page titled 58th
2 Presidential Inaugural Committee Contract Review
3 Form? What is this form?

4 A Sure, it's a cover sheet that came
5 with contracts for the approval process. This
6 particular contract review form was for the
7 Fairmont Washington DC Hotel.

8 Q And it says here on the top right,
9 ticketing and invitations?

10 A Correct.

11 Q Is that the ticketing and invitations
12 department within the PIC?

13 A Correct.

14 Q And they're requested by, there's two
15 names -- there's a DeeDee Lancaster and a Laury
16 Gay, maybe?

17 A Correct, Laury Gay.

18 Q Who is DeeDee Lancaster?

19 A DeeDee Lancaster, I believe her title
20 was the deputy of ticketing and invitations. She
21 had previous experience with ticketing and was
22 hired to help oversee the ticketing process

1 creation and distribution of event tickets. The
2 director of that department is Laury Gay.

3 Q And the vendor and the date here is
4 12/23/2016?

5 A That looks to be the date that the
6 form was filled out.

7 Q And under the vendor name and address,
8 it states Fairmont Washington, DC Georgetown. On
9 the second line there's dates of function, and
10 it's listed as January 13, 2017 through January
11 21, 2017?

12 A Correct.

13 Q Is that inauguration week?

14 A Yes, it is.

15 Q And under the description of items to
16 be provided, it states meeting and function room
17 requirements?

18 A Yes.

19 Q Why did the -- sorry. Then I'm going
20 to just go down to under approvals, there's
21 various signatures. Is that your signature under
22 CEO prelim?

1 A Yes.

2 Q And I think it's dated 12/23/2016.

3 And there also appears to be another -- your
4 signature a second time under CEO with a date of
5 12/30/2016?

6 A Correct.

7 Q And then I see there's Heather
8 Martin's signature under the CFO, Treasury
9 designation with a date of 12/30/2016?

10 A Correct.

11 Q Does this contract review page cover
12 sort of like the approval process or the stages
13 of the approval within the PIC for entering into
14 contracts for event space?

15 MR. LEVISS: Object to form. You can
16 answer.

17 A Can you repeat and clarify the
18 question?

19 Q Sure. I'll rephrase it, actually.
20 What was this contract review form used for?

21 A Sure. So this contract review form
22 was a process by which we followed in terms of

1 making sure that a potential contract had gone
2 through a variety of different considerations.
3 The preliminary, which I signed, is to
4 acknowledge that I was familiar with the purpose
5 and intentions of the contract.

6 The division director was typically
7 the one who are amending the vendor or service.
8 And then it shows a series of other sign-offs to
9 make sure the contract was reviewed by our legal
10 counsel and that it was reviewed for budgetary
11 and expense, what the cost would be associated
12 for budget purposes. And once reviewed by those,
13 it would come back to me for final approval.

14 Q What was the purpose for this
15 particular contract?

16 A My recollection of this contract was
17 this was, as I stated in a previous statement,
18 that we had locations where ticket distribution
19 was taking place, and the Fairmont was one of
20 those locations for individuals to come and
21 collect tickets for various events for the
22 inauguration.

1 THE WITNESS: Yes, they did discuss
2 the -- the -- again, the needs and -- and -- and
3 the cost of it.

4 BY MS. MIRANDA:

5 Q And how do you know that they were
6 having those discussions?

7 A I believe Rick verbally confirmed that
8 they had been discussing the pricing and tried to
9 -- to finalize a contract.

10 Q And did Rick provide any -- any
11 details during the -- like while these
12 discussions were taking place to you about, you
13 know, specific numbers? Or what offers had been
14 made to the PIC for the contract person?

15 MR. LEVISS: Objection to form.

16 THE WITNESS: I don't recall. He may
17 have sent me an initial quote. You know, I -- I
18 don't remember the emails specifically if I was.
19 So I -- I can't. I can't recall specifically if
20 he gave me an initial quote at some point.

21 MS. MIRANDA: Did the -- did the PIC
22 have a number in mind when it approached the

1 Trump Hotel about -- relating to the -- what it
2 was -- what the PIC was willing to pay for the
3 event space at the Trump Hotel?

4 MR. LEVISS: Object to form.

5 THE WITNESS: No, like all the other
6 contracts we did, it was first determining the
7 amount of space that we were seeking, the nature
8 of the usage, the length of time of the usage,
9 and then communicating that with the potential
10 hotel or venue for them to then, you know, put an
11 estimated cost around that required space -- as
12 opposed to coming in with a number, I tried to
13 fit within a number.

14 BY MS. MIRANDA:

15 Q And what -- what events did the PIC
16 plan to -- to have at the Trump Hotel?

17 A So the -- the hotel space was utilized
18 for multiple purposes. There were two events
19 that were held during the convention week. A --
20 a luncheon. I believe it was in the ballrooms.
21 I don't know if it was both ballrooms. I can't
22 remember the layout of the -- of the ballrooms.

1 But a luncheon that took place there. And then
2 there was a -- kind of celebration after the
3 inaugural balls as a place for donors and VIPs
4 and friends and family to come back after the
5 conclusion of -- of the inaugural balls as -- for
6 those who -- who wished to continue to -- to
7 celebrate. Those were the two functions at the
8 event -- at the hotel.

9 We also used a space known as the
10 townhouse, which is a part of the hotel for
11 ticket distribution. And kind of a -- recession
12 area for donors who were coming and either asking
13 questions about events, or -- or coming with
14 their tickets. So the -- that was utilized. For
15 ticket distribution, we also secured space as an
16 alternate location for staff to be able to meet.
17 Again, because during that week there was a
18 secure perimeter in the downtown area and our
19 offices at the GSA Building were outside of the
20 perimeter, which made it very difficult to get to
21 the potential workspace if you needed to print
22 something, or needed a quiet space to -- to work.

1 And so, we wanted to make available to our staff
2 who needed it to have an alternate workspace
3 inside the perimeter. It was also intended to be
4 a secure location for our staff, if we needed to
5 gather the full group of them in the event of a
6 potential secure -- security concern. As a -- as
7 a -- kind of an emergency gathering location in
8 the event that it was deemed that there was a
9 security issue in the area, and that I could
10 account for my staff's safety in a common area.
11 Again, I'm going -- we wanted that space inside
12 the perimeter because it was a more secure
13 location than asking my staff to exit the -- the
14 security of the -- of the perimeter.

15 And then we also secured that space in
16 what I'll explain as a defensive mechanism -- to
17 make sure that ballrooms and other rooms in the
18 meeting space were not utilized by a potential --
19 groups that could be protestors, or disruptive in
20 nature, since we identified this as a primary
21 location for many of our VIPs, donors, guests who
22 wanted to be in the vicinity of this hotel for

1 its proximity, its convenience, its
2 attractiveness -- the name of the president-elect
3 attached to it. It had kind of this desirability
4 and people wanted to make sure that the
5 experience of those that were wishing to stay
6 there and come there for events -- and -- and,
7 you know, enjoy the -- the lobby area were not
8 forced to deal with a group that may have been
9 there for purposes to disrupt their space.

10 Q So did the PIC have a complete buy-out
11 of all the -- the event space at the Trump Hotel
12 during inaugural week?

13 A I'd have to look at the -- the
14 contract to confirm your description of buy-out.
15 But the -- you know, my understanding of the
16 contract included the annex, which is the space
17 attached to the primary tower. And the annex
18 includes, I believe, majority -- not all. I
19 believe it has some -- some spaces in -- in the
20 main tower -- but it contained the majority of
21 their meeting space and the large ballrooms. And
22 -- which we were using for the events for

1 potential gathering of -- of our staff and the
2 defensive mechanism as well. And then the
3 Townhouse -- which is event space also in the
4 hotel for the ticket distribution. And they have
5 some other rooms -- I mean, one or two rooms just
6 off the lobby. I don't know that those were
7 reserved.

8 Q So you mentioned the -- the Trump
9 Townhouse being used for like ticket
10 distribution. Was that the only place that the
11 PIC used for ticket distribution?

12 A No, as we discussed, the Fairmont
13 Hotel was another venue for ticket distribution.

14 (Pause.)

15 Q Were any other -- did the PIC consider
16 hosting any other events or having any other
17 events at the Trump Hotel?

18 A Nothing outside of what I've already
19 stated -- during that time period, if we're
20 referring to the -- the week of the inauguration.

21 Q Okay. Did the PIC -- did the PIC
22 consider hosting events outside of that

1 inauguration week at the Trump Hotel?

2 A We hosted a holiday party at the Trump
3 Hotel for our staff.

4 Q When was it decided that the Trump
5 Hotel would be used as a events -- as an event
6 space venue for PIC events?

7 A I believe it was on -- kind of, again,
8 as we discussed the list of venues, it was on an
9 initial list of desirable options. And then
10 based on the previous email that you showed me
11 from Ramsey, that would be the designation of
12 when we proceeded to pursue a certain group of
13 venues, and the Trump Hotel was part of that list
14 of venues we wanted to pursue. I don't recall
15 the date of that email, but that would indicate
16 when we reached out to that list of -- of venues
17 as ones that we wanted to continue conversations
18 with.

19 Q Do you know if Ramsey was the -- the
20 first person on behalf of the PIC to reach out to
21 the Trump hotel?

22 MR. LEVISS: Objection. Form. You

1 can answer.

2 THE WITNESS: I don't know who the
3 first person was he spoke with at the hotel, no.

4 BY MS. MIRANDA:

5 Q Do you know -- I believe the email
6 that you were referencing was, I think, towards
7 the end, maybe like November 29, 2016 or November
8 28th, 2016?

9 A Approximately.

10 Q Do you know if Rick Gates had reached
11 out to the Trump Hotel prior to that date?

12 MR. LEVISS: Same objection.

13 THE WITNESS: I don't recall if he had
14 and when he did. I know that he was in
15 conversations with them. I don't recall the
16 timing, and if he was the first or second or
17 third. I don't know the exact order of
18 conversations with them, so.

19 Q Did the PIC ever consider holding an
20 inaugural ball at the Trump Hotel?

21 A Not to my recollection. We did not
22 believe that it had the size to have the

1 attendees expected at an inaugural ball.

2 Q Were there any other, do you know if
3 there were any other events that took place at
4 the Trump Hotel that were not affiliated with the
5 PIC during Inaugural Week?

6 A My understanding is that we booked all
7 of the venue space in order to prevent other
8 events from taking place during that week, so I'm
9 not aware that they posted any events there
10 because of our contract.

11 Q You mentioned the leadership lunch and
12 the inaugural celebration as two of the events
13 that were planned or anticipated to take place at
14 the Trump Hotel, correct?

15 A Correct.

16 Q Did those two events take place at the
17 Trump Hotel?

18 A They did.

19 Q And did -- were there any
20 alternatives, alternative venues that the PIC
21 considered for hosting those two events other
22 than the Trump Hotel?

1 MR. LEVISS: Objection, foundation.
2 As far as you know.

3 THE WITNESS: As we were determining
4 venues, we were also trying to provide a variety
5 of different locations. And so as we planned
6 events we were trying to get attendees again a
7 different experience at each event. So the
8 leadership lunch had a certain number of
9 attendees that would have, frankly, also gone to
10 an event over at the National Building Museum.

11 So we were trying to make it a
12 distribution of different experiences throughout
13 the week, so we tried to balance out where people
14 would be able to attend and experience different
15 venues around the city.

16 MS. MIRANDA: Okay, I'm going to
17 direct you to Tab Number 36. I believe that is
18 going to be District Exhibit Number 15.

19 (Whereupon, the above-referred to
20 document was marked as Exhibit No. 15
21 for identification.)

22 MS. WOODS: I'm sorry. What tab is

1 that?

2 MS. MIRANDA: 15.

3 MS. WOODS: Thank you.

4 MS. MIRANDA: Oh, sorry. Tab 36.

5 MS. WOODS: Got it. Thanks.

6 MS. MIRANDA: All right.

7 And just let me know when you're
8 finished reviewing that document.

9 THE WITNESS: Sorry, I'm going bottom
10 up. Hold on.

11 Okay.

12 BY MS. MIRANDA:

13 Q So this is an email thread of the
14 topics. It starts from Stephanie Winston Wolkoff
15 and it's dated November 29th, 2016. It's
16 addressed to Rick Gates and a number of people
17 are cc'd, including yourself. Is that your
18 official PIC email address?

19 A That is correct. Thank you.

20 Q And towards, there's on the first page
21 I'm going to go to the second to last email. It
22 starts with, "On November 29th, 2016 at 10:10

1 p.m." Do you see that?

2 A Sorry, scrolling. 10:10, yes.

3 Q And it's an email from looks like
4 Ramsey Ratcliffe?

5 A Yes.

6 Q She states, "Highlighted below are the
7 POCs for the National Prayer Breakfast and YPO
8 Group currently contracted at the Trump
9 International Hotel during Inaugural Week. Let's
10 discuss a plan of action tomorrow. I want to
11 make sure we're all on the same page and handling
12 delicately. Moving in Stephanie and Jonathan for
13 awareness."

14 Have you seen this email before?

15 A Yes, I recall this email.

16 Q What is your understanding of the
17 National Prayer Breakfast and its contract at the
18 Trump International Hotel?

19 MR. LEVISS: Object to form. Answer
20 if you can.

21 THE WITNESS: At the time I received
22 this email, and I can't quite marry up the dates

1 scheduled and food and beverage pricing as for
2 catering, many will apply; the seating lunch on
3 Thursday for approximately 500 people; the
4 reception on Friday from 9:00 p.m. until midnight
5 for approximately 1,250 people; BTL Restaurant
6 and Benjamin Bar remain open to the public; and
7 the Franklin Study, Lincoln Library, Grant and
8 Patton Meeting Rooms in the basement remain open
9 to the public. Let me know your thoughts. Best
10 regards, Mickael."

11 What is your impression of this
12 \$700,000 for four days of event space at the
13 Trump Hotel?

14 MR. LEVISS: Objection. Vague and
15 ambiguous.

16 THE WITNESS: Well, first time seeing
17 this email, my impression is that this is a --
18 obviously, a better rate than what was presented
19 in the previous email specifying some of the
20 details of the space that we wanted. But that's
21 just my first impression reading this.

22 BY MS. MIRANDA:

1 Q And what about the \$175,000 per day
2 rate; what is your impression of that daily rate?

3 MR. LEVISS: Object as to form.

4 THE WITNESS: Again, not being an
5 expert on what, you know, this hotel would charge
6 to -- you know, for a comparable request, but
7 given the nature of our request, the length of
8 our request, the nature of the events, that week
9 in which it is being hosted, my impression is
10 that is a reasonable amount that we would be, you
11 know, comfortable paying.

12 BY MS. MIRANDA:

13 Q Okay. And at the bottom it says,
14 "Franklin Study, Lincoln Library, Grant and
15 Patton Meeting Rooms in the basement remain open
16 to the public." So this proposal wouldn't be
17 like a full buyout of all of the event space of
18 the Trump Hotel, correct?

19 MR. LEVISS: Objection.

20 THE WITNESS: I don't recall where all
21 of these meeting spaces are, so I can't -- I
22 can't claim that that is an entire buyout.

1 BY MS. MIRANDA:

2 Q Okay. Well --

3 A For example, I don't see the townhouse
4 listed here, so I'm not sure if this is -- this
5 is the -- you know, it doesn't refer to the
6 townhouse. I don't see --

7 Q Okay.

8 A -- which --

9 Q He refers to, you know, several
10 studies, a library, two meeting rooms, and he
11 says that they will remain open to the public,
12 if, you know, they were to remain open to the
13 public, does that mean that the PIC doesn't have
14 exclusive use for that space?

15 A Based on this email, yes -- and I
16 think I mentioned this earlier -- there were I
17 believe a few rooms that were located off the
18 lobby area which was open to the public. I don't
19 know the exact layout, but those may have been
20 the rooms that were near the lobby area that they
21 kept open because it was open to the public off
22 of the lobby.

1 the PIC?

2 A I can't recall. I'd have to see a
3 contract to really be able to confirm. But,
4 again, if anything was considered an in-kind
5 contribution, we would have had to disclose that.

6 Q And were there any venues where costs
7 were underwritten to lower the rental fees that
8 the PIC will ultimately pay for the use of the
9 event space?

10 MR. LEVISS: Objection. Vague,
11 ambiguous.

12 THE WITNESS: I don't understand her
13 description of "costs underwritten to lower
14 rental fees." But I can use, you know, the
15 example of the Fairmont Hotel, when we contracted
16 for a book for -- a block of rooms, and they
17 provided a waiver of the rental fee for the rooms
18 that were used for ticket distribution, because
19 they were anticipating a significant amount of
20 revenue from the room block that we had.

21 We did not have a room block at the
22 Trump Hotel, so that's -- the comparison there is

1 very different in terms of what the Trump Hotel
2 was used for and what, for example, the Fairmont
3 was used for.

4 BY MS. MIRANDA:

5 Q And then I'll have some follow-up
6 questions about sort of the rooms at the Trump
7 Hotel, but she goes on to say, you know,
8 "Compared to the original pricing, this is great,
9 but we should look at the whole contract." And
10 she follows that up saying, in her opinion, the
11 max rental fee should be \$85,000 per day.

12 What was your impression of this email
13 from Stephanie when you received it?

14 A My impression in terms of her tone or
15 the -- her -- can you clarify?

16 Q Sure. Your impression regarding her
17 concerns and her recommendation.

18 A My impression was that, you know,
19 obviously, she was trying to determine what she
20 thought was a fair rate. I recall reading this
21 and not necessarily sure from this email if she
22 did understand the full usage of the hotel. She

1 was looking at it from her usage of the events
2 that she was going to be working on, which was a
3 luncheon reception.

4 But I recall when I read this I wasn't
5 sure that she had the full purpose of the rental
6 space, since ticket distribution was not in her
7 purview, since, you know, office space for the
8 staff was not something that she was considering.

9 So I remember reading this and
10 thinking to myself that I'm not sure that she has
11 the full picture of what the purpose of some of
12 the rental space is for.

13 Q And did you have any conversations
14 with Stephanie about her concerns or her
15 recommendation?

16 A No. This is one that I let Rick
17 manage. He had been in the negotiation with the
18 hotel. The email is directed to him. I was cc'd
19 for awareness. I'm cc'd on a lot of emails
20 during this period of time. And he had
21 essentially lead on this issue, so I left it to
22 them to continue to work this situation out.

1 Q Did you have any discussions with Rick
2 pertaining to Stephanie's concerns or her
3 recommendations?

4 MR. LEVISS: Objection. Form.

5 THE WITNESS: I don't recall specific
6 conversation that was pertaining to this
7 particular email. I knew we were all trying to
8 get to a finalized contract. I remember
9 inquiring about the status, how things were
10 moving along, but I don't recall having specific
11 discussions about this particular email and
12 Stephanie's thoughts on the matter.

13 BY MS. MIRANDA:

14 Q And why did you think that Stephanie
15 was looking at this from sort of the perspective
16 of just the events that she was involved in
17 rather than the additional use of space that you
18 mentioned that was also occurring at the Trump
19 Hotel?

20 A Well, she refers to the luncheon
21 reception, the size and numbers. She does not
22 reference, you know, some of the other spaces

1 talking about the event that was scheduled at the
2 Trump Hotel, was that the purpose of it?

3 BY MS. MIRANDA:

4 Q Yes. So I'm talking about the
5 Inaugural Celebration that was an event that was
6 scheduled at the Trump Hotel on January 20th.
7 Did the purpose of that event ever change?

8 A I don't know -- I believe that we
9 discussed having an after-party after Inaugural
10 Balls events. I don't know that we discussed who
11 would be invited, what it would be called, but we
12 discussed that they would be people who would be
13 interested in having -- to attend after the
14 balls. And so, I don't recall that we actually
15 had a name and if it involved -- if it changed
16 names.

17 (Simultaneous speaking.)

18 Q And with that January 20th event, was
19 that event ever canceled?

20 A We discussed whether it would be
21 logistically possible, knowing that people were
22 across town and was it difficult for people to

1 make it back across town from the Washington
2 Convention Center to proceed with the events at
3 any time.

4 So it was -- I do recall some
5 discussion respecting logistically would it make
6 sense to have it, but we were trying to be
7 accommodating to donors and others who may have
8 expressed interest in what comes after the ball.
9 I heard that they wanted to continue.

10 Q Did the PIC actually cancel the event
11 at any point?

12 A We discussed it. I don't think that
13 we -- I don't think we officially announced it.
14 I don't think that we officially announced it,
15 canceled it, and then put it back on. It was
16 still in the kind of are we having it? Yes, no,
17 maybe so. And then it was on. So it wasn't like
18 we announced an event, canceled it, and then re-
19 announced it.

20 Q And when you say announced, you mean
21 announced to the public or announced within the
22 PIC?

1 A Announced to invitees that it was
2 occurring, so I think we were debating internally
3 the desire to want to do it. Did it logistically
4 make sense before we finally determined that it
5 was okay to proceed with it. So again, some of
6 these evolving events that required just more
7 discussion about logistics and execution.

8 Q And who was involved in those
9 discussions whether or not to cancel, proceed
10 with the January 20th event at the Trump Hotel?

11 A I think it was a combination. I
12 recall emails on it. I think Stephanie because
13 she would have been involved with the execution
14 of it. My guess is that our events team may have
15 been made aware because they would have been
16 executing on it. Rick. I don't recall who else
17 may have been involved in teeing off that event.

18 Q I think this may be actually our last
19 exhibit, Tab 32. It's Exhibit Number 24. Thank
20 you.

21 (Whereupon, the above-referred to
22 document was marked as Exhibit 24 for

1 identification.)

2 And just let me know when you finish
3 reviewing the document.

4 A Okay.

5 Q I'm going to direct you to the top two
6 emails. Are you familiar with this email
7 exchange?

8 A Yes, I recall seeing it.

9 Q Okay, and that's your email address
10 listed on the cc line?

11 A Yes.

12 Q It's an email from Rick Gates, dated
13 January 3, 2017 and I'm going to direct you to
14 the entry on January 3, 2017 at 1:13 from John
15 Reynaga wrote just to confirm so everyone knows
16 that we agreed earlier for chairing this event
17 Inaugural Celebration at Trump Hotel on Friday,
18 January 20th entirely altogether.

19 And the response, correct, also copied
20 Heather to remove from the budget. Thanks.

21 And January 3, 2017 was the Inaugural
22 Celebration at the Trump Hotel official canceled?

1 A As of this date, we were -- we had
2 determined that it may be difficult given the
3 logistics. As I mentioned previously, that we
4 were concerned that people's ability to come from
5 the Convention, inaugural balls -- I'm sorry, the
6 Convention Center, the inaugural balls, and the
7 logistics of them coming back to the Trump Hotel
8 and attendance in terms of would there be --
9 would it be an easy enough effort for people to
10 do that. So as of this date we had discussed
11 canceling it per the email we're looking at.

12 Q Okay, and do you know this also
13 copying Heather to remove from the budget, do you
14 know if Heather removed the inaugural celebration
15 from the PIC budget?

16 A I don't know if she did. In looking
17 at the email copy I'm not sure that I've seen
18 this copy. It looks like he may have forgotten to
19 copy her into that email, so it must true that I
20 don't know that it reached her.

21 Q Do you know if Rick or John Reynaga
22 ever notified the Trump Hotel that the January

1 20th event was being canceled?

2 A I don't know if there was
3 communication with the hotel after the email was
4 sent.

5 Q But an event did take place on January
6 20th at the Trump Hotel, correct?

7 A Correct.

8 Q So at some point after that exchange
9 on the 3rd of January, the decision was
10 ultimately made that an event would be taking
11 place on the 20th at the Trump Hotel?

12 A Yes, that's correct.

13 MS. MIRANDA: I think for right now,
14 if we can just take a brief five-minute break and
15 then I'll just come back and see if we have any
16 additional questions and then I think I'm done at
17 least on my end with the questions.

18 MR. LEVISS: Five minutes?

19 MS. MIRANDA: Yes, five minutes.

20 (Whereupon, the above-entitled matter
21 went off the record at 5:56 p.m. and resumed at
22 6:02 p.m.)

C E R T I F I C A T E

This is to certify that the foregoing transcript

Deposition of: Sara Armstrong

In the matter of: DC v Presidential Inaugural Committee

Before: DC Superior Court

Date: 10-15-20

Place: teleconference

were duly recorded and accurately transcribed under my direction; further, that said transcript is a true and accurate record of the proceedings; and that I am neither counsel for, related to, nor employed by any of the parties to this action in which this deposition was taken; and further that I am not a relative nor an employee of any of the parties nor counsel employed by the parties, and I am not financially or otherwise interested in the outcome of the action.



Court Reporter

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Exhibit 6

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2016 NOV 29 AM 10:39

November 23, 2016

The Honorable Matthew S. Petersen
Chairman
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Dear Mr. Chairman,

In accordance with 11 C.F.R. § 104.21, the 58th Presidential Inaugural Committee hereby submits this initial letter filing to the Federal Election Commission (the "Commission"). The name and address of the inaugural committee are as follows:

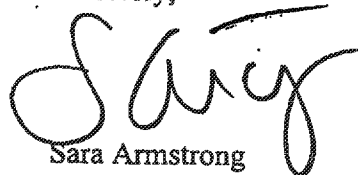
58th Presidential Inaugural Committee
301 Seventh Street, SW
Room 2080
Washington, DC 20599

I am the Chief Executive Officer of the 58th Presidential Inaugural Committee and will serve as the point of contact.

Further, the 58th Presidential Inaugural Committee agrees to comply with the requirements of paragraphs (c) and (d) of 11 C.F.R. § 104.21 and with 11 C.F.R. § 110.20(j). The 58th Presidential Inaugural Committee takes these steps in order to comply with 36 U.S.C. § 510.

Please do not hesitate to contact me if the Commission requires further information or clarification.

Sincerely,



Sara Armstrong
Chief Executive Officer

2007-11-08 10:00 AM

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UNION-NATIONAL-INC-121-151-01

Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
 The FEC added this page to the end of this filing to indicate how it was received.

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Exhibit 7

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

)	
DISTRICT OF COLUMBIA,)	
)	Civil Action No. 2020 CA 000488 B
Plaintiff,)	
)	
v.)	Judge José M. López
)	
58TH PRESIDENTIAL INAUGURAL)	
COMMITTEE, <i>et al.</i> ,)	
)	
Defendants.)	

DECEMBER 23, 2020 EXPERT REPORT OF KEITH A. ROSTEN

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I. Introduction

A. Qualifications

1. I am Keith A. Rosten. I am a practicing lawyer and partner in the law firm of Berliner Corcoran & Rowe LLP in its Washington D.C. office. I am a member in good standing of the bars of California and the District of Columbia.

2. I spend most of my professional time advising small to medium size businesses and organizations, including for profit businesses, nonprofits, and government contractors. My nonprofit clients are almost all 501(c)(3) organizations and span a range that includes a childcare center, an anti-child trafficking organization, a health care professional organization, and a legal professional organization. I have also assisted clients in responding to sanctions from the World Bank Sanctions Board for alleged fraudulent practices and have crafted an anti-corruption policy for clients doing business internationally.

3. I have acted as outside general counsel for nonprofit clients, providing counsel and guidance on a host of issues including formation, lease negotiations, hotel and convention agreements, employment issues, governance, private inurement, conflicts of interest and many other issues. As part of my legal services to nonprofits, I have advised board members on their duties and responsibilities as board members.

4. I have served on various nonprofit boards over the years, including the boards of my house of worship, a solar energy organization and a business networking association associated with my alma mater, for which I served as president. Under the aegis of Compass, a consulting alliance of MBA alumni providing pro bono business consulting to nonprofit organizations in the Greater DC community, I participated in teams providing strategic business consulting services for six month projects to nonprofit boards, including the Ellington Fund and Strive DC. I have made a presentation on nonprofit governance for chief financial officers of a national nonprofit organization.

5. I hold two undergraduate degrees from the University of California, Irvine. I earned my law degree from the University of Illinois College of Law. I also have a MBA from the Amos Tuck School at Dartmouth College. I have attached a copy of my resume and a selected list of publications as **Appendix A**.

B. Scope of Assignment

6. I have been asked by O'Melveny & Myers LLP ("Counsel"), counsel for Defendant, the 58th Presidential Inaugural Committee ("PIC"), to prepare a report on topics related to:

- a. The standards related to the structure, functions, and governance of nonprofits;
- b. The duties owed by directors and officers of a nonprofit, and the standards for determining whether those duties have been properly discharged;
- c. Whether the PIC generally satisfied the standards related to the structure, functions, and governance of nonprofits;
- d. Whether the process surrounding the negotiations and execution of the PIC's contract with the Trump Hotel for event space during the 2017 inaugural celebration was reasonable;
- e. Whether the PIC's contract with the Trump Hotel for event space during the 2017 inaugural celebration violated any PIC policies or bylaws.

C. Preparation of Expert Report

7. In reaching the opinions expressed here, I relied on my experience and expertise on issues related to nonprofit governance, my review of relevant documents produced in this case, and publicly available materials.

8. Counsel has provided me with the following documents to consider in formulating my opinion: (1) PIC formational and organizational documents and related emails; (2) the PIC's certificate of incorporation, (3) documents reflecting the PIC's internal policies and organizational structure, (4) overview of the PIC's directors and officers liability policy, (5) selected electronic communications reflecting negotiations between the PIC and representatives of the Trump Hotel, (6) the PIC's contract with the Trump Hotel for the rental of event space from January 17, 2017 through January 20, 2017 ("Trump Hotel Contract"), and the PIC's corresponding contract approval form, (7) selected excerpts of deposition testimony related to PIC governance; and (8) the District of Columbia's January 22, 2020 Complaint for Equitable Relief, Including Constructive Trust, Over Improperly Spent Funds of Nonprofit Corporation

(“Complaint”). I have also reviewed the PIC’s amended 2016 Return of Organization Exempt From Income Tax (“Form 990”) (for fiscal year ending October 31, 2017 and signed by an authorized representative of the PIC on September 13, 2019). **Appendix B** lists the full materials that I considered in connection with the preparation of this report. I reserve the right to supplement or amend my opinions based on evidence that may be produced or available after submission of this report.

9. I am being compensated at an hourly rate of \$550 for this engagement. My compensation is not contingent on the nature of my conclusions or the outcome of this litigation.

II. Summary of Conclusions

10. Based on my review of these materials, and utilizing my background, knowledge and expertise, I summarize my conclusions in this matter below:

- a. The foundational documents for the PIC were reasonable and as expected for an organization established as a tax-exempt organization.
- b. The selection of the PIC’s Board of Directors was consistent with my experience with other nonprofit organizations.
- c. The PIC’s rules and policies, including the conflict of interest policy, provided adequate protection against self-dealing and other improper transactions.
- d. The PIC complied with the private inurement provision in its articles when it entered into the Trump Hotel Contract.
- e. The PIC committed no material or significant violations of corporate formalities.
- f. I have not seen anything in the record to suggest that the PIC’s directors or officers violated any duties owed to the PIC.
- g. I have not seen anything in the record to suggest that the PIC employees principally involved with the Trump Hotel Contract negotiations violated their obligation to act independently and in good faith.

III. Background

A. Formation of PIC

11. Donald J. Trump was elected President of the United States on November 8, 2016. Shortly after his election, President-Elect Trump asked Tom Barrack to lead the PIC.¹ Barrack then recruited Sara Armstrong to become CEO of the PIC.² Armstrong consulted with outside counsel, who had been involved in a previous inauguration, to assist in forming the organization.³

12. The PIC was formed on November 21, 2016 as a Virginia nonstock corporation.⁴ The PIC was qualified to do business in the District of Columbia on December 6, 2016.⁵

13. Tom Barrack, Ron Sanders and Doug Ammerman were appointed as the first Board of Directors for the PIC. Barrack recruited Sanders, who had served as general counsel for a company with which Barrack was involved, and who, according to Barrack, “had vast experience in monitoring public boards, compliance, [and] surveillance...”⁶

14. Under the articles of incorporation, the PIC was established “primarily to further the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential inauguration.”⁷

15. The articles incorporated a prohibition on private inurement in accordance with requirements for tax-exempt organizations under Internal Revenue Code Section 501(c)(4): “No part of the net income of the Corporation shall inure to the benefit of or be distributed to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered, to reimburse expenses incurred by others, and to make payments and distributions in furtherance of the purpose and objects set forth in this Second Article.”⁸

¹ Deposition of Sara Armstrong (10/15/2020), at 37 (“My understanding, it was President Trump [who selected Barrack to be the Chairman for the PIC].”).

² Armstrong Dep. at 39.

³ *Id.* at 41.

⁴ DCOAG-PIC_00024042.

⁵ DC.gov Entity Info, 58th Presidential Inaugural Committee, File No. N00005547114, available at <https://corporonline.dcr.dc.gov/BizEntity.aspx/ViewEntityData?entityId=4175281> (last visited Dec. 22, 2020).

⁶ Deposition of Thomas J. Barrack, Jr. (11/17/2020), at 59.

⁷ DCOAG-PIC_00024040.

⁸ *Id.*

16. The bylaws required annual meetings of the Board of Directors and regular meetings “as determined by resolution of the Board without other notice than such resolution.”⁹ The Board could take any action without a meeting if “before or after the action, a sufficient number of members of the board ... consent thereto in writing, including by any electronic means.”¹⁰ The Board was required to elect the officers of the corporation.¹¹ Article 5 contained the PIC’s Conflict of Interest (“COI”) policy, which defined an “interested person” as “[a]ny director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest...”¹²

17. On December 2, 2016, the three-member Board by unanimous consent elected themselves as the officers of the PIC: Tom Barrack as president, Ron Sanders as secretary and Doug Ammerman as treasurer of the PIC.¹³ The Board vested the Chief Executive Officer and Director of Budget of the Corporation “with financial authority with respect to the business activity of the Corporation,” and provided them with “authoriz[ation] to enter into contracts for services, good[s], and products, and expend funds in furtherance of the business of the Corporation.”¹⁴

18. There were 49 days from the adoption of this resolution to Inauguration Day, January 20, 2017. During these 49 days, the PIC hired several hundred employees to raise money and to make arrangements to carry out the 58th presidential inaugural ceremonies.¹⁵

19. Barrack testified in a deposition that the Board did not maintain minutes of its meetings due to the fluid nature of the PIC’s massive undertaking in planning and executing dozens of events in such a short timeframe.¹⁶

⁹ DCOAG-PIC_00024491 (hereinafter “PIC Bylaws”), Art. II, § 9.

¹⁰ *Id.* Art. II, § 15.

¹¹ *Id.* Art. III, § 1.

¹² *Id.* Art. IV, § 1.

¹³ DCOAG-PIC_00024500.

¹⁴ *Id.*

¹⁵ Deposition of Heather Martin (10/20/2020), at 35.

¹⁶ Barrack Dep. at 66.

B. PIC Staffing

20. The Board members also served as executive officers of the organization. None of them received monetary compensation for their roles.¹⁷ Sara Armstrong was appointed as Chief Executive Officer and was paid \$23,690 for her work at the PIC.¹⁸ These were the only officers, directors, trustees or key employees who were listed on the PIC's amended 2016 Form 990, executed by Armstrong on September 13, 2019.

21. The organizational chart reflected other positions, including Chairman Tom Barrack and Deputy to the Chairman Rick Gates. The organizational chart listed 14 divisions (including administration, budget, and communications, among others). The major functions included event planning, fundraising, security, ticketing, and advance work.¹⁹

22. According to Barrack, Armstrong was the “ultimate decision-maker on an executory basis, and all of the other officers in all the various silos of the organization reported to her.”²⁰ Armstrong had “broad discretion in authority within those arenas. She set up her own process and procedures for purveying, for expenses, revenues, compliance.”²¹ Candidates were interviewed and, according to Armstrong, “[p]roposed individuals were hired and had to go through a series of documents to complete in order for us to do a background check[] and review the appropriateness of the hire, normally, their background, confirming that the role matched what was on the org chart, and the salary was in the range that we had confirmed for that particular role or set of roles, levels.”²² The PIC was particularly interested in hiring individuals who had experience with past inaugurations, past conventions, and similar events.²³

23. The PIC had to coordinate with numerous organizations, including the Trump Victory Committee (which included the Republican National Committee and the Donald Trump presidential campaign organization), the Trump transition team and the White House along with the Joint Congressional Committee on Inaugural Ceremonies.²⁴

¹⁷ PIC, Amended Form 990, Part VII (for year ending October 31, 2017, dated September 13, 2019).

¹⁸ PIC, Amended Form 990, Part VII (for year ending October 31, 2017, dated September 13, 2019).

¹⁹ Barrack Dep. at 62.

²⁰ *Id.* at 56.

²¹ *Id.* at 57.

²² Armstrong Dep. at 43.

²³ *Id.* at 45.

²⁴ Barrack Dep. at 89, 94.

C. PIC Policies and Procedures

24. The PIC had a COI policy.²⁵ The purpose of the COI policy was to “protect the Corporation’s interests when the Corporation contemplates entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction.”²⁶ The policy required an “interested person,” defined as any “director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest,” to disclose an actual or possible conflict of interest.²⁷

25. The PIC was guided by two law firms and an outside CPA firm. An outside organization assisted the PIC with its Federal Election Commission filings.²⁸

26. In addition, the PIC instituted a formal approval process for expenditures that went through multiple layers of review from the director of a particular division, to the Director of Budget and Treasury Heather Martin, and then to the CEO.²⁹ The individual division director would submit an approval form, which the division director signed to confirm that the expenditure was fair and reasonable.³⁰ The approval form typically also went through legal review.³¹ Once submitted to Armstrong, she would often ask for clarification on various expenses but did not recall ever rejecting a contract submitted for approval.³²

27. According to Armstrong, Doug Ammerman, the PIC treasurer, was “very involved in terms of oversight of our budgeting and execution of [the PIC’s] financial disbursements, requirements for reporting, and he helped [the PIC] oversee some basic operations that were essential, such as making sure [the PIC] had insurance coverage and so forth, . . . should we have any financial situations related to the insurance.”³³

²⁵ PIC Bylaws, Art. IV.

²⁶ *Id.* Art. IV, § 1; *see also* Armstrong Dep. at 57 (COI policy “was established to ensure that no director [or] officer, or even staff member, had any personal conflict or personal benefit in relation to their employment or role in the inauguration.”).

²⁷ Art. IV, §§ 1-3.

²⁸ Armstrong Dep. at 28.

²⁹ *Id.* at 68; *see also* DCOAG-PIC_00024500, at 501 (“the Chief Executive Officer and Director of Budget of the Corporation shall be vested with financial authority with respect to the business activity of the Corporation, and shall be authorized to enter into contracts for services, good, and products, and expend funds in furtherance of the business of the Corporation”).

³⁰ Martin Dep. at 65.

³¹ *Id.* at 65; Barrack Dep. at 53.

³² Armstrong Dep. at 171-172.

³³ *Id.* at 50.

28. The PIC obtained a directors and officers professional liability policy with an inception date of November 28, 2016.³⁴ In general, a nonprofit applying for D&O coverage needs to submit extensive information for underwriting, including financial condition, employment practices, information on the members of the board, conflict of interest and other internal policies and procedures. The underwriting for a nonprofit organization is usually a rigorous exercise to assure the insurance company that the applicant organization would not pose an unacceptable risk of loss. In my experience, the issuance of such a policy typically means that a leading insurance carrier has conducted sufficient diligence to conclude that the PIC did not pose an unacceptable risk of loss.

D. PIC Budgeting

29. As it commenced its operations, the PIC did not have a budget for inaugural events. The Director of Budget and Treasury testified that she prepared “some preliminary notional budgets” based on historical data from the George W. Bush second term inaugural ceremonies twelve years earlier and from the Federal Election Commission reports from the two Obama inaugurations.³⁵

30. According to Barrack, “So there was no budget from the beginning and the – and the budget kept changing really up until the end, which was, which was daunting and frustrating to everybody.”³⁶ According to Armstrong, the budget was “not like a normal organization where you have an annual budget.” The budget was “evolving” and changing by the day.³⁷ The Board of Directors vested the CEO and Director of Budget with “financial authority with respect to the business activity of the Corporation,” and authorized them “to enter into contracts for services, good[s], and products, and [to] expend funds in furtherance of the business of the Corporation.”³⁸

31. In the end, during the 2016 fiscal year for the PIC ending October 31, 2017, the PIC received over \$106 million in contributions and grants.³⁹ Excluding a series of charitable

³⁴ PIC-DCAG00011090, at 094.

³⁵ Martin Dep. at 40.

³⁶ Barrack Dep. at 96.

³⁷ Armstrong Dep. at 98.

³⁸ DCOAG-PIC_00024500, at 501.

³⁹ PIC, Amended Form 990, Part I (for year ending October 31, 2017, dated September 13, 2019).

grants totaling \$5,000,000⁴⁰ it made from excess funds after the inauguration, the PIC incurred total expenses of about \$99 million, including salaries of about \$4.6 million.⁴¹ The majority of the funds, about \$57 million, were paid to four organizations for event production services and \$4 million to another organization for ticketing services.⁴²

E. The Trump Hotel Contract

32. The PIC put together an initial list of potential venues for PIC Official Events. The Trump Hotel was one of several potential venues included on the initial list.⁴³ According to public reports, the Trump Hotel had opened amidst great fanfare just a month earlier on October 26, 2016 and featured extensive event space.⁴⁴

33. There were a number of considerations driving the PIC's discussions with the Trump Hotel. According to Barrack, the Trump Hotel "[b]esides the nomenclature of the hotel, was the newest, best located, most desirable from the security point of view and the most desired from the constituency, right, our paying constituency, revenues. So it would be taking those things into consideration and trying to get the best value on all of them at the time."⁴⁵

34. Similarly, Armstrong substantiated the PIC's rationale for holding events at the Trump Hotel: "It was a brand-new hotel, centrally located, very popular with individuals who were contributing financially to the inauguration. People wanted to be seen and attend functions at that hotel, and we knew that again, it was a desirable location among this list of other venues due to the proximity to things on the parade route. It was in the [security] perimeter, it was a gorgeous new venue in town."⁴⁶

35. According to the Complaint, on November 25, 2016, Rick Gates emailed Patricia Tang, the Director of Sales and Marketing at the Trump Hotel to inquire on behalf of the PIC about ballroom space at the Trump Hotel.⁴⁷ On November 29, 2016, Ramsey Ratcliffe, the PIC's

⁴⁰ The American Red Cross, \$1,000,000; Samaritans Purse, \$1,000,000; The Salvation Army, \$1,000,000; Smithsonian Institution, \$250,000; The White House Historical Association, \$1,000,000; Vice Presidents Residence Foundation, \$750,000.

⁴¹ PIC, Amended Form 990, Part I (for year ending October 31, 2017, dated September 13, 2019).

⁴² PIC, Amended Form 990, Part VII (for year ending October 31, 2017, dated September 13, 2019).

⁴³ Armstrong Dep. at 139.

⁴⁴ WTOP News, "Trump attends grand opening of his DC hotel" (Oct. 26, 2016), available at <https://wtop.com/dc/2016/10/trump-speak-grand-opening-dc-hotel/> (last visited Dec. 22, 2020).

⁴⁵ Barrack Dep. at 142

⁴⁶ Armstrong Dep. at 139-140.

⁴⁷ Compl ¶ 19.

deputy Director of Special Events, emailed nine event sites, including the Trump Hotel, about hosting an official PIC inaugural event.⁴⁸

36. Ratcliffe's colleague at the PIC reached out to the Trump Hotel on December 2, 2016, requesting pricing and rental procedures "for our budgeting discussions this weekend."⁴⁹ The PIC sought various proposals for renting the ballroom for longer or shorter periods during the week of the inauguration. On December 10, 2016, the director of sales and marketing at the Trump Hotel prepared a proposal for eight days for \$3,600,000 (\$450,000/day).⁵⁰ Rick Gates of the PIC contacted Ivanka Trump at the Trump Organization and wrote that the cost seemed "quite high compared to other property buyouts for the week... and the optics of PIC paying Trump Hotel a high fee."⁵¹ Ivanka Trump responded that she would have the "GM" Mickael Damelin court contact Gates directly.⁵² Gates and Damelin court agreed to speak the week of December 14 "to come up with the best arrangement for all parties," according to Damelin court.⁵³

37. On December 16, 2016, Gates and Damelin court met and Damelin court prepared an updated proposal for the PIC to rent the entire presidential ballroom space consisting of 11 meeting rooms for four days for \$700,000 (\$175,000/day).⁵⁴ The revised proposal reflected a 60% reduction in the daily rate from the Trump Hotel's initial price quote. Gates thanked Ivanka Trump for her help.⁵⁵

38. On December 17, 2016, Stephanie Winston-Wolkoff, the head of one of the event production companies hired by the PIC, wrote to Gates and shared her view that "the max rental fee should be \$85,000 per day."⁵⁶ She copied both the PIC CEO Armstrong and Ivanka Trump.

39. On December 23, 2016, Gates wrote again to Damelin court to ask for the name of the appropriate person to "move forward with the legal contract."⁵⁷ On the same date, David Anderson, director of catering at the Trump Hotel sent a draft contract for the PIC's review. It appears that the draft contract for the Trump Hotel space was reviewed internally by the PIC at

⁴⁸ Compl ¶ 20.

⁴⁹ DCOAG-PIC_00035949.

⁵⁰ DCOAG-PIC_00027123.

⁵¹ *Id.*

⁵² *Id.*

⁵³ DCOAG-PIC_00027046.

⁵⁴ DCOAG-PIC_00026533.

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ DCOAG-PIC_00027017.

the division of special events and the Office of General Counsel.⁵⁸ Joy Lee, Associate General Counsel, contacted the Trump Hotel on January 7 and January 8, 2017 to negotiate some outstanding issues on the contract and to request some revisions.⁵⁹ A revised draft was prepared by the Trump Hotel and sent to Lee on January 8, 2017.⁶⁰

40. On January 9, 2017, David Anderson at the Trump Hotel sent Joy Lee a copy of the countersigned contract.⁶¹ The next day, Anderson contacted Lee to indicate that he had made a pricing error for January 20, 2017, when the Trump Hotel had already agreed to host the Prayer Breakfast, that was inconsistent with the pricing agreement reached by Gates and Damelincourt.⁶² Anderson attached a countersigned contract with the corrected price.⁶³ Lee agreed to this additional revision on behalf of the PIC and returned the fully executed contract to the Trump Hotel on January 10, 2017 (signed by CEO Sara Armstrong for the PIC and by Director of Catering David Anderson for the Trump Hotel).⁶⁴

F. The District of Columbia’s Allegations

41. On January 22, 2020, the District of Columbia (“the District”) filed an action against the PIC, the Trump Organization and the Trump Old Post Office LLC d/b/a Trump International Hotel Washington, D.C. to “obtain a constructive trust and other equitable relief over nonprofit funds that the PIC ... improperly wasted by grossly overpaying the Defendant Trump Entities for use of event space at the Trump Hotel for certain Inaugural events.”⁶⁵ The thrust of the District’s allegations is that the charges for the Trump Hotel were unreasonable and “improperly served to enrich the Trump Entities and its owners....”

42. The District argues that the amounts paid pursuant to the Trump Hotel Contract were “unfair, unreasonable and unjustified” and conferred a “private benefit” on the Trump Entities.⁶⁶ According to the District, the amounts that the PIC paid the Trump Hotel for event

⁵⁸ The formal review process at the PIC required approvals at three levels: the CEO, the Director of Budget, and the General Counsel. Barrack Dep. at 111.

⁵⁹ DCOAG-PIC_00033486; DCOAG-PIC_00033483, at 483-484.

⁶⁰ DCOAG-PIC_00033486.

⁶¹ DCOAG-PIC_00037703; DCOAG-PIC_00037705.

⁶² DCOAG-PIC_00037672.

⁶³ DCOAG-PIC_00037675.

⁶⁴ DCOAG-PIC_00033359; DCOAG-PIC_00033360.

⁶⁵ Compl. at 1-2.

⁶⁶ Compl. ¶ 53.

space “constituted private inurement,” because they “violated the PIC’s articles of incorporation and were therefore illegal and ultra vires payments for the PIC to make under District law.”⁶⁷

43. The District requests the imposition of a constructive trust for the value of the Trump Hotel Contract and then asks that those funds “be restored to a proper public purpose by directing the funds to another nonprofit entity dedicated to promoting civic engagement....”

44. The most common action by attorneys generals against nonprofit entities in the charitable sector is fundraising abuse, followed by governance and enforcement of trusts.⁶⁸ In enforcement actions, according to a recent study, “governance issues arise in organizations that have a dysfunctional, ‘captive,’ or self-serving board of directors, inadequate fiscal controls, or a governance structure that puts the organization at risk for misappropriation or diversion of assets.”⁶⁹

IV. Relevant Nonprofit Principles and Standards

A. Private Inurement

45. The gravamen of the District’s Complaint is that the Trump Hotel Contract constituted “private inurement.” IRC Section 501(c)(4) allows social welfare organizations to be exempt from taxation provided that “no part of the net earnings of such entity inures to the benefit of any private shareholder or individual.” This provision has been interpreted similarly to the same standard of the restriction in IRC Section 501(c)(3) that “no part of the net earnings” of the organization may “inure[] to the benefit of any private shareholder or individual...” This private inurement standard is integrated into the PIC’s articles of incorporation.

46. Usually, private inurement issues arise in connection with an IRS proceeding seeking to revoke the tax-exempt status of the organization; in connection with an action to dissolve the entity because it exceeded its corporate purpose; or in connection with a claim of breach of fiduciary obligations.

47. There are in general two major considerations that nonprofits take into account when trying to minimize the risk of private inurement: whether the transaction involves an

⁶⁷ Compl. ¶ 54.

⁶⁸ State Regulation and Enforcement in the Charitable Sector, pp. 19-20 (Urban Institute Sept. 2016), which can be accessed at https://www.urban.org/research/publication/state-regulation-and-enforcement-charitable-sector/view/full_report.

⁶⁹ *Id.* at 21.

“insider”;⁷⁰ and whether the transaction is reasonable.⁷¹ Not every contract involving an insider constitutes private inurement and not every “unreasonable” contract⁷² violates the rules on private inurement. The classic example of private inurement is an employment or consulting arrangement with an officer or director that provides unreasonable compensation. The prohibition on private inurement means that insiders such as board members and officers should not receive unreasonable compensation or receive goods or services for less than the fair market value of those goods or services.

48. The primary mechanism that nonprofits use to minimize the risk of a prohibited transaction is a COI policy similar to the one adopted by the PIC in its bylaws.⁷³ The purpose of the PIC’s COI policy was “to protect the Corporation’s interests when the Corporation contemplates entering into a transaction or arrangement that might benefit the private interest of an officer or director...”⁷⁴ The COI policy required “[a]ny director, principal officer or member of a committee with governing board delegated powers, who has a direct or indirect financial interest” (“Interested Persons”) to disclose any actual or possible conflict of interest.⁷⁵ The Interested Person must disclose the existence of the financial interest and be given an opportunity to disclose all material facts.⁷⁶

49. The standard for private inurement was not established to prevent tax-exempt organizations from entering into unreasonable contracts without a showing of improper conduct. Any organization, tax-exempt or not, may base a procurement decision based on numerous legitimate business factors, including cost, quality, reliability, timing, location and many other factors that may influence its decision. Nonprofit laws were not enacted to allow the government to police private transactions without a showing of a financial benefit to the nonprofit’s insiders.

⁷⁰ Insiders are usually officers and directors, and in some cases may be extended to include other “disqualified persons” who are “in a position to exercise substantial influence over the affairs of the organization.” 26 USCS § 4958.

⁷¹ For example, an unreasonable transaction would include a transaction in which the value of the economic benefit provided exceeds the value of consideration received for providing the benefit. Treas. Reg. 53-4958-4(a)(1).

⁷² The reasonableness of a contract may be subject to varying interpretations. There may be many reasons other than fair market value that an organization may enter into an agreement for goods or services. For example, an organization may pay more than fair market value for an item in scarce supply or for a service that has particular value or utility to that organization.

⁷³ PIC Bylaws, Art. IV.

⁷⁴ *Id.* Art. IV, § 1.

⁷⁵ *Id.* Art. IV, § 3(1).

⁷⁶ *Id.*

50. The provision concerning private benefit in IRC Section 501(c)(4) (and its counterpart, IRC Section 501(c)(3)) means that insiders may not unjustly enrich themselves at the organization's expense. Insiders should receive compensation in accordance with prevailing market pay scales and should not obtain a benefit from the sale of goods or services that is inconsistent with the fair market value of those goods or services. If a nonprofit founder sets up a nonprofit and then pays himself or herself an excessive salary, this would violate the private inurement principle.⁷⁷ If the nonprofit organization were to provide a director of the organization with a below-market or no interest loan, this transaction would likely run afoul of the rule on private inurement.

B. General Structuring and Functioning of Nonprofits

51. *Qualifications of board members.* There are no required standards for selecting board members of nonprofits. In my board work and experience, nonprofit organizations select board members because those prospective members fall into at least one of three categories. The first category typically includes people who have a prominent and positive reputation, and whose association with the organization may hold sway with donors or others. They have a "name" and are willing to let the organization use that name for the organization's benefit. The second category of board members are typically major donors. If a donor wants to build their reputation by being associated as a board member of an organization, the donor may commit to making a donation to the organization. In some organizations, the amount of the donation is a specific condition for a board member to join a board. The third category of board members typically consists of the "worker bees"—i.e., those who may accomplish the hard work of the organization and who may assume many of the difficult challenges of overseeing the operations of a nonprofit organization. There is not one model a nonprofit must follow, and often these categories overlap. Once on the board, the same standard of governance applies to each board member regardless of how they were recruited to the board.

52. *Board meetings.* State laws generally require annual member meetings,⁷⁸ and if there are no members, then the board of directors meets at least once per year. So long as this requirement is met, the organization's own bylaws govern the frequency with which the board is

⁷⁷ This is precisely the situation contemplated by D.C. Code § 29-412.20 (constructive trust on an insider's salary).

⁷⁸ See, e.g., Virginia Code § 13.1-838 (Annual meeting).

required to meet. The bylaws usually require annual meetings and for some nonprofit organizations annual meetings are sufficient to discharge the board's functions. For example, some boards delegate considerable authority to an executive committee to oversee the operations of the organization between board meetings. In other organizations, an active committee structure satisfies the oversight function of the board. In other organizations, paid staff ably acquit themselves to run the operations of the organization and close oversight by the directors is not required. On the other hand, some boards may in their discretion require more frequent meetings, such as quarterly or even monthly meetings, to manage the organization. More frequent board meetings are often associated with all-volunteer organizations in which the board is not only formulating strategy for the organization, but also implementing the strategy by managing the daily operations of the organization.

53. *Policies and processes governing the board.* The bylaws govern the deliberations of the board. Bylaws usually address governance issues, election or appointment of board members, quorums, and sometimes committee structure. Every nonprofit with which I have worked also has a COI policy, similar in form and substance to the PIC COI policy. Generally, board members receive a copy of the COI policy and confirm that they have read and understood the policy and agree to comply with the policy. As part of the typical COI policy, board members are required to disclose if they have a material interest in any business or organization from which the nonprofit organization secures any goods or services.

C. Governance of Nonprofits

54. *Generally.* The fundamental principle of nonprofit governance is that members of the board of directors and officers owe various duties to the organization they serve.⁷⁹ The duties of officers and board members are usually summarized by a “triad” of fiduciary duties: duty of care; duty of loyalty; and duty of obedience.⁸⁰ The following is a brief summary of these duties.

⁷⁹ The breach of fiduciary duties usually arises in a claim for damages by the nonprofit organization. *See* D.C. Code § 29–406.31 (Standards of liability for directors) (“A director shall not be liable to the nonprofit corporation or its members...”)

⁸⁰ This is a general overview of the three duties. They differ from state to state and in this case, the parties dispute what state jurisdiction would supply the governing legal standards. The PIC is a Virginia corporation and normally would be governed by the law of the Commonwealth of Virginia. But the Attorney General alleges that the PIC is governed by the substantive law of D.C. This general overview is consistent with the duties owed under D.C. law. The general principle is summarized in D.C. Code § 29–406.30: Each member of the board of directors, when discharging the duties of a director, shall act: (1) In good faith; and (2) In a manner the director reasonably believes to be in the best interests of the nonprofit corporation.

55. *Duty of care.* The board directors must give the same care and concern to their board responsibilities as any prudent and ordinary person would exercise under similar circumstances. Directors are responsible for strategic planning and advancing the organization's purposes. They can fulfill their responsibilities by overseeing and monitoring the nonprofit's activities and finances. They approve policies and procedures to assure the smooth functioning of the organization and to avoid the misuse or waste of the organization's assets. The board often delegates responsibilities to the organization's management for the daily operations. The directors remain responsible for assuring that the employees are competent and can follow the rules and procedures that have been established.

56. *Duty of loyalty.* Board directors must place the interests of the organization ahead of their own interests. The duty of loyalty means disclosing any conflicts of interests and not using board service as a means for personal or commercial gain.

57. *Duty of obedience.* Board directors must make sure that the nonprofit is abiding by all applicable laws and regulations and does not engage in illegal or unauthorized activities. The duty of obedience also means that board directors must carry out the organization's mission in accordance with the nonprofit purposes of the organization.

58. *Business Judgment Rule.* In general, courts apply the Business Judgment Rule to their evaluation of directors' and officers' decision-making on behalf of a nonprofit organization. Under the Business Judgment Rule, courts respect these decisions unless the directors or officers act in a self-interested manner in a certain transaction or are unable to make an independent decision, do not act in good faith, act in a manner that cannot be attributed to a rational business purpose or reach their decision by a grossly negligent process that includes the failure to consider all material facts reasonably available. Under the Business Judgment Rule, courts will presume "that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the

company.”⁸¹ A decision by the board of directors is not unreasonable simply because the court may have taken a different course of action.⁸²

59. The Business Judgment Rule insulates directors from liability, provided that the directors were not involved in fraud or self-dealing. If the directors exercise reasonable diligence and honestly and rationally believe their decisions are in the best interests of the organization, they are protected from liability. Underlying the Business Judgment Rule is the assumption that reasonable diligence has been used in reaching the decision which the rule is invoked to justify. Thus, it depends on whether the directors’ reliance upon the information provided by one or more officers or others (committees or other staff) was in good faith, and whether there is a reasonable basis for relying upon such information.

V. The PIC Satisfied the Relevant Principles of Nonprofit Governance

60. The organizational documents for the PIC were reasonable for an organization established as a social welfare organization. The bylaws and articles of incorporation were aligned with the best practices and provisions for the formation and functioning of a nonprofit and do not reflect any gaps in the formation of the organization. The articles set forth the purpose of the organization, incorporated the prohibition on private inurement consistent with nonprofit governance, provided for the appointment of directors and contained a provision on dissolution. The bylaws provided for the election and meetings of the board of directors; and the election, term of office, authority and duties of the officers. The bylaws contained the COI policy, although in my experience the COI policy may also be adopted by the board in a separate document. The bylaws contained standard indemnification provisions. The articles of incorporation and bylaws did not contain any provisions that were out of the ordinary or that

⁸¹ *Willens v. 2720 Wisconsin Ave. Co-Op.*, 844 A.2d 1126 (D.C. 2004); see *Armenian Assembly of Am. Inc. v. Cafesjian*, 772 F. Supp.2d 20 (D.D.C.), *aff’d Armenian Assembly of Am., Inc. v. Cafesjian*, 758 F.3d 265 (D.C. Cir. 2014); see also D.C. Code § 29–406.31 (Standards of liability for directors). In *Armenian Assembly of Am. Inc. v. Cafesjian*, *supra*, 772 F. Supp.2d 20 (D.D.C.), a nonprofit organization alleged that former directors had violated their fiduciary duty to the organization, charging the former directors with a laundry list of alleged breaches, including failing to make meaningful progress on the project for which the organization was founded, promoting the choice of a favored architect for the project, failing to secure the most beneficial tax treatment, failing to investigate all possible tax exemptions, failing to keep board meetings minutes, failing to secure a written contract with an outside consultant. There were other alleged breaches and the court exhaustively reviewed voluminous evidence and concluded that the directors and officers of the organization acted reasonably and did not violate their duty to the organization.

⁸² *Bolandz v. 1230-1250 Twenty-Third Street Condo. Unit Owners Ass’n*, 849 A.2d 1010, 1014-15 (D.C. 2004).

were inconsistent with a social welfare organization or the purposes for which the PIC was established.

61. The selection of the Board was reasonable and proper and not unusual for a nonprofit organization. Given the extremely condensed timeline that the PIC was operating within, the founding Board member Mr. Barrack successfully recruited two other Board members, including an experienced attorney, who possessed what he considered to be the necessary credentials and background to fulfill the mission of the organization. They all served as directors and officers without compensation. Mr. Barrack recruited Ms. Armstrong as the Chief Executive Officer of the organization as Mr. Barrack believed that she could lead the organization to fulfill its mission to carry out the events to celebrate the Inauguration of the President of the United States.

62. The PIC's rules and policies, including the COI policy, provided adequate prohibitions against self-dealing and other improper transactions. The COI policy was contained in the bylaws and provided guidance to the directors regarding prohibitions on self-dealing and conflicts of interest. The PIC had all the necessary processes and policies in place to launch its efforts to achieve its social welfare purposes. As described by Armstrong in her deposition, there was a multi-layer approval process, including legal review, to assure that employees did not engage in improper conduct regarding procurement by the PIC. The records I reviewed did not suggest any incident that would have required a disclosure under the COI policy. Consequently, it is my opinion that the PIC had a procedure in place and followed its procedures with respect to conflicts of interest.

63. There were no material violations of corporate formalities. The Board members communicated frequently, sometimes daily as the operations of the organization were launched. The fact that they did not have formal Board meetings with minutes or resolutions does not reflect a lack of involvement in or oversight of the activities of the organization. Given the frenzied activity leading up to the inauguration, their level of activity and involvement were commensurate with the needs of the organization at the time. It is not uncommon in organizations for lawyers to do "corporate housekeeping" after the fact to remedy any gaps or omissions in corporate formalities.

VI. The Process Surrounding the Negotiation and Execution of the Trump Hotel Contract Was Reasonable and Did Not Violate PIC Policies or Bylaws

64. The PIC did not run afoul of the private inurement provision in its articles when it entered into the Trump Hotel Contract. The private inurement standard contained in the PIC's articles of incorporation prohibited insiders from making a personal gain or benefiting from the transaction. The District does not allege that any of the Board members or the CEO personally benefitted from the Trump Hotel Contract, either directly or indirectly. The District further does not allege that the Trump Hotel or Trump Organization were exercising any undue influence over the PIC, or that the Trump Hotel or Trump Organization would otherwise qualify as "disqualified persons." In any event, the Trump Hotel Contract was the product of arms-length negotiations and resulted in an agreed-upon total price of less than 20% of what the Trump Hotel had originally proposed, or a daily price of less than 40% of what the Trump Hotel originally proposed.

65. The PIC's directors and officers adequately discharged their duties with respect to the Trump Hotel Contract. I did not see evidence of any departures from established policies or procedures in negotiating or executing the Trump Hotel Contract. The Trump Hotel Contract was only approved after a written contract was negotiated with the PIC and the terms of the agreement went through the formal approval process established by the PIC for all contracts, which required the signatures of three PIC executives, the CEO, the Director of Budget, and the General Counsel. None of the directors was directly involved in the negotiations, which were primarily delegated to PIC Deputy Chair Rick Gates and then to other PIC executives who negotiated and executed the written contract with the Trump Hotel.

66. There were numerous reasons for the PIC to focus on the Trump Hotel as an event venue. It was a luxury class hotel, newly opened with an unmatched location on Pennsylvania Avenue, on the parade route, within the security zone for the major events and desirable from the perspective of donors who were providing financial support for the inaugural festivities, and most importantly, it was available. Some convention centers and hotels negotiate spaces for large events many years in advance. The Trump Hotel opened for business in October 2016 and the PIC contacted the Trump Hotel concerning event space less than two months before the Inauguration.

67. The Trump Hotel originally proposed a price of \$3.6 million over eight days, which equals \$450,000 per day. The PIC managers made the professional judgment that this proposal was too high, and because time was at a premium given the approaching Inauguration, the PIC reached out to contacts within the Trump Organization to assist its efforts to get a better rate. The Trump Organization involved the Trump Hotel's general manager directly in the rate negotiations to facilitate an agreement on a reasonable rate for the event space.

68. The negotiations proceeded with multiple proposals and the final contract was signed on January 10, 2016, ten days before the Inauguration. The records I reviewed suggest that the contract entered into between the PIC and the Trump Hotel was nothing other than the product of arms-length negotiations. The records do not suggest that there is any reason to disturb the business judgment of the PIC in entering into the Trump Hotel contract.

69. The negotiations over the Trump Hotel Contract were conducted independently and in good faith. The records I reviewed did not suggest that any representative of the PIC, including the PIC's legal counsel, was conducting the negotiations with the Trump Hotel in bad faith or that any of them was subject to any undue influence from an insider or other "disqualified person." The records I reviewed suggest that the PIC officials prioritized the best interests of the PIC in their negotiations with the Trump Hotel. They were able to secure a contract at just 20% of the cost of the original proposal (\$3.6 million over 8 days to \$700,000 over 4 days). The records I reviewed did not suggest that any of the PIC managers involved in negotiating, approving, and executing the contract were acting contrary to the best interests of the PIC.

70. One consultant to the PIC opined that the maximum rate that the PIC should pay was less than what the PIC eventually paid, and the District suggests that the PIC should have either received a better rate or negotiated with a different hotel. With ten days until the Inauguration, however, the PIC was already down to the wire in obtaining crucial event space. The fact that a consultant at the time said that the maximum fee should have been less than what the PIC paid or that a third party retrospectively says that the Trump Hotel Contract was unreasonable does not undermine my conclusion that the record I reviewed strongly suggests that the Trump Hotel contract was the product of good faith negotiations and that there are no indicia to upset the business judgment of the managers of the PIC.

71. The records I reviewed did not suggest any evidence of fraud or self-dealing in the negotiations for the Trump Hotel Contract. None of the PIC employees involved in the negotiations had any financial interest in the Trump Hotel or otherwise stood to benefit financially from the Trump Hotel Contract. Those involved testified that they were negotiating in good faith and trying to get the best deal for the organization. And with ten days to go before the Inauguration, the conclusion of the contract was essential for the successful fulfillment of the PIC's primary purpose. I have not reviewed any evidence of improper conduct, and it can be concluded on this record that the Trump Hotel event space contract was the product of good faith negotiations, that the managers acted independently and in good faith, and that the contract was attributable to a rational business purpose of the PIC.

I hereby certify that this report is a complete and accurate statement of all of my opinions, and the basis and reasons for them, to which I will testify under oath.



Keith A. Rosten, Esq.

Exhibit 8

TAX RETURN FILING INSTRUCTIONS

**** FORM 990 PUBLIC DISCLOSURE COPY ****

FOR THE YEAR ENDING
OCTOBER 31, 2017

Prepared for	58TH PRESIDENTIAL INAUGURAL COMMITTEE 45 NORTH HILL DRIVE NO. 100 WARRENTON, VA 20186
Prepared by	ATCHLEY & ASSOCIATES, LLP 1005 LA POSADA DRIVE AUSTIN, TX 78752
Amount due or refund	NOT APPLICABLE
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	NOT APPLICABLE
Return must be mailed on or before	NOT APPLICABLE
Special Instructions	THIS COPY OF THE RETURN IS PROVIDED ONLY FOR PUBLIC DISCLOSURE PURPOSES. ANY CONFIDENTIAL INFORMATION REGARDING LARGE DONORS HAS BEEN REMOVED.

800941
04-01-16

Form 990

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2016

Department of the Treasury Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990.

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning NOV 21, 2016 and ending OCT 31, 2017

Header section containing organization name (58TH PRESIDENTIAL INAUGURAL COMMITTEE), EIN (81-4463688), address (45 NORTH HILL DRIVE, WARRENTON, VA 20186), and principal officer (THOMAS BARRACK).

Part I Summary

Summary section with rows 1-7 detailing mission (TO PROMOTE THE SOCIAL WELFARE BY SUPPORTING THE INAUGURAL ACTIVITIES OF THE PRESIDENT-ELECT AND VICE) and governance statistics.

Table with columns for Revenue, Expenses, and Net Assets or Fund Balances, comparing Prior Year and Current Year data.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature line for SARA ARMSTRONG, CEO, dated 2/16/18.

Preparer information for RENAE DUNCAN, ATCHLEY & ASSOCIATES, LLP, dated 1/25/18.

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [] No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: TO PROMOTE THE SOCIAL WELFARE BY SUPPORTING THE INAUGURAL ACTIVITIES OF THE PRESIDENT-ELECT AND VICE PRESIDENT-ELECT OF THE UNITED STATES IN CONNECTION WITH THE 58TH PRESIDENTIAL INAUGURAL.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code) (Expenses \$ 91,142,007. including grants of \$ 5,000,000.) (Revenue \$ 106,751,308.) PLANNING, FUNDRAISING AND IMPLEMENTING THE INAUGURAL ACTIVITIES OF THE PRESIDENT-ELECT AND VICE PRESIDENT-ELECT OF THE UNITED STATES IN CONNECTION WITH THE 58TH PRESIDENTIAL INAUGURAL.

4b (Code) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 91,142,007.

Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include questions 1 through 19 regarding organizational reporting requirements for various schedules (A through G).

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	X	
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee (hereof), a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member (hereof)) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 18?	X	

Note. All Form 990 filers are required to complete Schedule O

Form 990 (2016)

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

X

Table with columns for line numbers (1a-14b), descriptions of tax compliance questions, and Yes/No columns. Includes entries for Form 1099, Form W-2G, Form W-3, and various other IRS forms.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

X

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year; 1b Enter the number of voting members included in line 1a, above, who are independent; 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?; 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?; 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?; 6 Did the organization have members or stockholders?; 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?; 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?; 8a The governing body?; 8b Each committee with authority to act on behalf of the governing body?; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates?; 10b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?; 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990; 12a Did the organization have a written conflict of interest policy? If "No," go to line 13; 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?; 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done; 13 Did the organization have a written whistleblower policy?; 14 Did the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?; 15a The organization's CEO, Executive Director, or top management official; 15b Other officers or key employees of the organization; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?; 16b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

Table with 3 columns: Question, Yes, No. Rows include: 17 List the states with which a copy of this Form 990 is required to be filed; 18 Section 8104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply; 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year; 20 State the name, address, and telephone number of the person who possesses the organization's books and records.

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

X

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees... List all of the organization's current key employees... List the organization's five current highest compensated employees... List all of the organization's former officers... List all of the organization's former directors or trustees...

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

Table with 6 main columns: (A) Name and Title, (B) Average hours per week, (C) Position, (D) Reportable compensation from the organization, (E) Reportable compensation from related organizations, (F) Estimated amount of other compensation.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

Table with 6 main columns: (A) Name and title, (B) Average hours per week, (C) Position, (D) Reportable compensation from the organization, (E) Reportable compensation from related organizations, (F) Estimated amount of other compensation. Includes sub-totals for lines 1b, 1c, and 1d.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

Table with 3 columns: Question number, Yes, No. Contains questions 3, 4, and 5 regarding compensation reporting and related organizations.

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

Table with 3 columns: (A) Name and business address, (B) Description of services, (C) Compensation. Lists contractors like WIS MEDIA PARTNERS, HARGROVE INC., and CAVALIER CONSULTING.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

Table with columns (A) Total revenue, (B) Related or exempt function revenue, (C) Unrelated business revenue, (D) Revenue excluded from tax under sections 512-514. Rows include Contributions, Gifts, Grants and Other Similar Amounts; Program Service Revenue; and Other Revenue.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 8b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	5,000,000.	5,000,000.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	44,002.		44,002.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	4,558,117.		4,372,896.	185,221.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal	500,352.		500,352.	
c Accounting	36,718.		36,718.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17	23,659.			23,659.
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	749,163.		721,295.	27,868.
12 Advertising and promotion				
13 Office expenses	148,965.	100,714.	48,251.	
14 Information technology	463,936.		463,936.	
15 Royalties				
16 Occupancy	104,018.		104,018.	
17 Travel	9,373,311.	9,373,311.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	76,993,491.	72,536,713.	4,456,778.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	1,191,178.		1,191,178.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a TICKETING	4,131,269.	4,131,269.		
b PROMOTIONAL GIFTS	560,439.		560,439.	
c MISCELLANEOUS	57,720.		57,720.	
d PRINTING	19,927.		19,927.	
e All other expenses	4,043.		4,043.	
25 Total functional expenses. Add lines 1 through 24e	103,960,308.	91,142,007.	12,581,553.	236,748.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (AEC 98-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year	(B) End of year
Assets	1 Cash - non-interest-bearing	0.	2,791,000.
	2 Savings and temporary cash investments		
	3 Pledges and grants receivable, net		
	4 Accounts receivable, net		
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L.		
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(3) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L.		
	7 Notes and loans receivable, net		
	8 Inventories for sale or use		
	9 Prepaid expenses and deferred charges		
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a	
	b Less: accumulated depreciation	10b	10c
	11 Investments - publicly traded securities		
	12 Investments - other securities. See Part IV, line 11		
	13 Investments - program-related. See Part IV, line 11		
	14 Intangible assets		
	15 Other assets. See Part IV, line 11		
16 Total assets. Add lines 1 through 15 (must equal line 34)	0.	2,791,000.	
Liabilities	17 Accounts payable and accrued expenses		
	18 Grants payable		
	19 Deferred revenue		
	20 Tax-exempt bond liabilities		
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L.		
	23 Secured mortgages and notes payable to unrelated third parties		
	24 Unsecured notes and loans payable to unrelated third parties		
	25 Other liabilities (including federal income tax payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		
	26 Total liabilities. Add lines 17 through 25	0.	0.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.		
	27 Unrestricted net assets		
	28 Temporarily restricted net assets		
	29 Permanently restricted net assets		
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.		
	30 Capital stock or trust principal, or current funds	0.	0.
	31 Paid-in or capital surplus, or land, building, or equipment fund	0.	0.
	32 Retained earnings, endowment, accumulated income, or other funds	0.	2,791,000.
	33 Total net assets or fund balances	0.	2,791,000.
34 Total liabilities and net assets/fund balances	0.	2,791,000.	

Form 990 (2016)

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	106,751,308.
2	Total expenses (must equal Part IX, column (A), line 25)	2	103,960,308.
3	Revenue less expenses. Subtract line 2 from line 1	3	2,791,000.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	0.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 4 through 9 (must equal Part X, line 33, column (B))	10	2,791,000.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		

Form 990 (2016)

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and
its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Name of the organization

58TH PRESIDENTIAL INAUGURAL COMMITTEE

Employer identification number

81-4463688

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(4) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 13a, or 13b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF. Schedule B (Form 990, 990-EZ, or 990-PF) (2016)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8		\$ 180,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9		\$ 160,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
10		\$ 12,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
11		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
12		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
14		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
15		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
16		\$ 26,750.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
17		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
18		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
19		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
20		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
21		\$ 275,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
22		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
23		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
24		\$ 16,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
25		\$ 33,200.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
26		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
27		\$ 300,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
28		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
29		\$ 300,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
30		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
31		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
32		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
33		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
34		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
35		\$ 75,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
36		\$ 125,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
37		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
38		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
39		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
40		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
41		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
42		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
43		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
44		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
45		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
46		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
47		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
48		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
49		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
50		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
51		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
52		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
53		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
54		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
55		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
56		\$ 98,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
57		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
58		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
59		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
60		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
61		\$ 36,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
62		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
63		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
64		\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
65		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
66		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
67		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
68		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
69		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
70		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
71		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
72		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
73		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
74		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
75		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
76		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
77		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
78		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
79		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
80		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
81		\$ 207,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
82		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
83		\$ 166,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
84		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
85		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
86		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
87		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
88		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
89		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
90		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
91		\$ 22,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
92		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
93		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
94		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
95		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
96		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
97		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
98		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
99		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
100		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
101		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
102		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
103		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
104		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
105		\$ 16,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
106		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
107		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
108		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
109		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
110		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
111		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
112		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
113		\$ 12,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
114		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
115		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
116		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
117		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
118		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
119		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
120		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
121		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
122		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
123		\$ 50,800.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
124		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
125		\$ 18,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
126		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
127		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
128		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
129		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
130		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
131		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
132		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
133		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
134		\$ 553,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
135		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
136		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
137		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
138		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
139		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
140		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
141		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
142		\$ 81,400.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
143		\$ 70,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
144		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
145		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
146		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
147		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
148		\$ 400,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
149		\$ 60,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
150		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
151		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
152		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
153		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
154		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
155		\$ 75,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
156		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
157		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
158		\$ 35,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
159		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
160		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
161		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
162		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
163		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
164		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
165		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
166		\$ 200,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
167		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
168		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
169		\$ 440,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
170		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
171		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
172		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
173		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
174		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
175		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
176		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
177		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
178		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
179		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
180		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
181		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
182		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
183		\$ 12,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
184		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
185		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
186		\$ 26,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
187		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
188		\$ 19,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
189		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
190		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
191		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
192		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
193		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
194		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
195		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
196		\$ 14,950.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
197		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
198		\$ 37,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
199		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
200		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
201		\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
202		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
203		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
204		\$ 26,750.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
205		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
206		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
207		\$ 13,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
208		\$ 17,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
209		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
210		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
211		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
212		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
213		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
214		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
215		\$ 155,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
216		\$ 37,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
217		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
218		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
219		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
220		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
221		\$ 666,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
222		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
223		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
224		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
225		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
226		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
227		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
228		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
229		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
230		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
231		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
232		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
233		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
234		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
235		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
236		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
237		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
238		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
239		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
240		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
241		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
242		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
243		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
244		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
245		\$ 7,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
246		\$ 6,900.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
247		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
248		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
249		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
250		\$ 21,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
251		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
252		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
253		\$ 8,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
254		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
255		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
256		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
257		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
258		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
259		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
260		\$ 5,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
261		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
262		\$ 8,200.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
263		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
264		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
265		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
266		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
267		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
268		\$ 17,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
269		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
270		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
271		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
272		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
273		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
274		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
275		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
276		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
277		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
278		\$ 6,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
279		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
280		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
281		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
282		\$ 35,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
283		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
284		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
285		\$ 7,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
286		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
287		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
288		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
289		\$ 125,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
290		\$ 14,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
291		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
292		\$ 75,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
293		\$ 37,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
294		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
295		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
296		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
297		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
298		\$ 8,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
299		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
300		\$ 35,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
301		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
302		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
303		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
304		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
305		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
306		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
307		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
308		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
309		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
310		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
311		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
312		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
313		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
314		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
315		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
316		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
317		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
318		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
319		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
320		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
321		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
322		\$ 2,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
323		\$ 900,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
324		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
325		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
326		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
327		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
328		\$ 125,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
329		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
330		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
331		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
332		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
333		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
334		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
335		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
336		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
337		\$ 350,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
338		\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
339		\$ 350,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
340		\$ 7,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
341		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
342		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
343		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
344		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
345		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
346		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
347		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
348		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
349		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
350		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
351		\$ 525,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
352		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
353		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
354		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
355		\$ 12,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
356		\$ 12,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
357		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
358		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
359		\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
360		\$ 335,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
361		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
362		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
363		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
364		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
365		\$ 35,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
366		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
367		\$ 7,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
368		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
369		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
370		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
371		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
372		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
373		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
374		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
375		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
376		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
377		\$ 300,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
378		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
379		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
380		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
381		\$ 75,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
382		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
383		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
384		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
385		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
386		\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
387		\$ 11,300.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
388		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
389		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
390		\$ 200,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
391		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
392		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
393		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
394		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
395		\$ 35,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
396		\$ 285,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
397		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
398		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
399		\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
400		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
401		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
402		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
403		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
404		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
405		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
406		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
407		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
408		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
409		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
410		\$ 33,200.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
411		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
412		\$ 325,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
413		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
414		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
415		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
416		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
417		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
418		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
419		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
420		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
421		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
422		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
423		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
424		\$ 60,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
425		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
426		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
427		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
428		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
429		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
430		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
431		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
432		\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
433		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
434		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
435		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
436		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
437		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
438		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
439		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
440		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
441		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
442		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
443		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
444		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
445		\$ 135,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
446		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
447		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
448		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
449		\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
450		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
451		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
452		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
453		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
454		\$ 120,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
455		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
456		\$ 42,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
457		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
458		\$ 300,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
459		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
460		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
461		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
462		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
463		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
464		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
465		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
466		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
467		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
468		\$ 12,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
469		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
470		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
471		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
472		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
473		\$ 300,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
474		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
475		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
476		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
477		\$ 750,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
478		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
479		\$ 35,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
480		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
481		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
482		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
483		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
484		\$ 275,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
485		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
486		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
487		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
488		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
489		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
490		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
491		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
492		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
493		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
494		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
495		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
496		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
497		\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
498		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
499		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
500		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
501		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
502		\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
503		\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
504		\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
505		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
506		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
507		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
508		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
509		\$ 300,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
510		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

58TH PRESIDENTIAL INAUGURAL COMMITTEE

81-4463688

Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
511		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
512		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
513		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
514		\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
515		\$ 250,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
516		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
517		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
518		\$ 125,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
519		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
520		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
521		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
522		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
523		\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
524		\$ 150,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
525		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
526		\$ 175,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
527		\$ 100,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
528		\$ 729,217.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
529		\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
530		\$ 638.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
531		\$ 7,296.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
532		\$ 298,650.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
533		\$ 202,320.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
534		\$ 7,746.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part I Contributors (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
535		\$ 250,000.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
536		\$ 82,483.	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
--	---

Part II Noncash Property (See instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
528	MUSIC PERFORMANCE	\$ 729,317.	
530	FOOD/BEVERAGES FOR EVENT	\$ 638.	
531	FOOD/BEVERAGES FOR EVENT	\$ 7,296.	
532	VEHICLE EXPENSES FOR EVENT	\$ 298,650.	
533	DELIVERY EXPENSES FOR EVENT	\$ 202,320.	
534	WEBSITE HOSTING	\$ 7,746.	

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part II Noncash Property (See instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
535	EQUIPMENT EXPENSES FOR EVENT	\$ 250,000.	
536	EQUIPMENT EXPENSES FOR EVENT	\$ 82,483.	

Name of organization 58TH PRESIDENTIAL INAUGURAL COMMITTEE	Employer identification number 81-4463688
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (d) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter through use.) ▶ \$

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

SCHEDULE G
(Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 8a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

58TH PRESIDENTIAL INAUGURAL COMMITTEE

Employer identification number

81-4463688

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a Mail solicitations
 - b Internet and email solicitations
 - c Phone solicitations
 - d In-person solicitations
 - e Solicitation of non-government grants
 - f Solicitation of government grants
 - g Special fundraising events
- 2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No
- b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
THE MCINTOSH COMPANY - 5310 HARVEST HILL, DALLAS, TX	FUNDBRAISING CONSULTING		X	0.	23,659.	23,659.
Total					23,659.	23,659.

- 3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.
- AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		(event type)	(event type)	(total number)	(add col. (a) through col. (c))	
Revenue	1	Gross receipts				
	2	Less: Contributions				
	3	Gross income (line 1 minus line 2)				
Direct Expenses	4	Cash prizes				
	5	Noncash prizes				
	6	Rent/facility costs				
	7	Food and beverages				
	8	Entertainment				
	9	Other direct expenses				
	10	Direct expense summary: Add lines 4 through 9 in column (d)				
	11	Net income summary: Subtract line 10 from line 3, column (d)				

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1	Gross revenue		
Direct Expenses	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
6	Volunteer labor	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Direct expense summary: Add lines 2 through 5 in column (d)				
8	Net gaming income summary: Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain: _____

 10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No
 b If "Yes," explain: _____

- 11 Does the organization conduct gaming activities with nonmembers? Yes No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No
- 13 Indicate the percentage of gaming activity conducted in:
- | | | |
|-------------------------------|-----|---|
| a The organization's facility | 13a | % |
| b An outside facility | 13b | % |
- 14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No
- b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____
- c If "Yes," enter name and address of the third party:

Name ▶ _____

Address ▶ _____

16 Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ \$ _____

Description of services provided ▶ _____

Director/officer Employee Independent contractor

17 Mandatory distributions:

- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV Supplemental information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions

SCHEDULE G, PART I, LINE 2B, LIST OF TEN HIGHEST PAID FUNDRAISERS:

(I) NAME OF FUNDRAISER: THE MCINTOSH COMPANY

(I) ADDRESS OF FUNDRAISER: 5310 HARVEST HILL, DALLAS, TX 75230

Part IV Supplemental Information (continued)

Multiple horizontal lines for supplemental information.

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

▶ Information about Schedule I (Form 990) and its instructions is at www.irs.gov/form990.

2016

Open to Public
Inspection

Name of the organization

58TH PRESIDENTIAL INAUGURAL COMMITTEE

Employer identification number
81-4463688

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? Yes No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
THE AMERICAN RED CROSS 431 18TH STREET NW WASHINGTON, DC 20006	53-0196605	501(C)(3)	1,000,000.	0.	CASH		COMPETITOR
SPARKITANS FURSK 971 BLOWING ROCK RD BOONE, NC 28607	58-1437002	501(C)(3)	1,000,000.	0.	CASH		COMPETITOR
THE SALVATION ARMY 615 SLATERS LANE ALEXANDRIA, VA 22314	23-3406433	501(C)(3)	1,000,000.	0.	CASH		COMPETITOR
SMITHSONIAN INSTITUTION 1000 JEFFERSON DRIVE SW WASHINGTON, DC 20560	53-0266027	501(C)(3)	250,000.	0.	CASH		COMPETITOR
THE WHITE HOUSE HISTORICAL ASSOCIATION - 740 JACKSON PLACE NW WASHINGTON, DC 20006	53-0749683	501(C)(3)	1,000,000.	0.	CASH		COMPETITOR
VICE PRESIDENTS RESIDENCE FOUNDATION - 51 LOUISIANA AVE NW WASHINGTON, DC 20001	53-1735927	501(C)(3)	750,000.	0.	CASH		COMPETITOR

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table

3 Enter total number of other organizations listed in the line 1 table

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2016

Open To Public Inspection

Department of the Treasury
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Information about Schedule M (Form 990) and its instructions is at www.irs.gov/form990.

Name of the organization: **58TH PRESIDENTIAL INAUGURAL COMMITTEE** Employer identification number: **81-4463688**

Part I	Types of Property	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art				
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded				
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other ▶ (MUSIC PERFORM)	X	1	729,217.FMV	
26	Other ▶ (EQUIPMENT EXP)	X	2	332,483.FMV	
27	Other ▶ (VEHICLE EXPEN)	X	1	298,650.FMV	
28	Other ▶ (DELIVERY EXPE)	X	1	202,320.FMV	

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement: **29**

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule M (Form 990) (2016)

Part II Supplemental Information. Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

PART I, OTHER TYPES OF PROPERTY:

FOOD/BEVERAGES

- (A) CHECK IF APPLICABLE = X
- (B) NUMBER OF CONTRIBUTIONS = 3
- (C) REVENUE REPORTED ON FORM 990, PART VIII \$ 9762.
- (D) METHOD OF DETERMINING REVENUE: FMV

WEBSITE HOSTING

- (A) CHECK IF APPLICABLE = X
- (B) NUMBER OF CONTRIBUTIONS = 1
- (C) REVENUE REPORTED ON FORM 990, PART VIII \$ 7746.
- (D) METHOD OF DETERMINING REVENUE: FMV

SOFTWARE EXPENSES

- (A) CHECK IF APPLICABLE = X
- (B) NUMBER OF CONTRIBUTIONS = 1
- (C) REVENUE REPORTED ON FORM 990, PART VIII \$ 2500.
- (D) METHOD OF DETERMINING REVENUE: FMV

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization:

58TH PRESIDENTIAL INAUGURAL COMMITTEE

Employer identification number

81-4463688

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

PRESIDENT-ELECT OF THE UNITED STATES IN CONNECTION WITH THE 58TH
PRESIDENTIAL INAUGURAL.

PART V, LINE 2A-2B

THE ORGANIZATION LEASES ITS STAFF FROM INPERSITY PEO SERVICES (A
PROFESSIONAL EMPLOYER ORGANIZATION). ALL PAYROLL TAX RETURNS AND FORM
W-2'S ARE FILED UNDER THE EMPLOYER IDENTIFICATION NUMBER OF INSPERITY
PEO SERVICES.

FORM 990, PART VI, SECTION B, LINE 11B:

A COPY OF THE 990 IS REVIEWED BY THE CFO/TREASURER, COUNSEL, AND THE BOARD
OF DIRECTORS PRIOR TO FILING.

FORM 990, PART VI, SECTION B, LINE 13C:

IN CONNECTION WITH ANY ACTUAL OR POSSIBLE CONFLICT OF INTEREST, AN
INTERESTED PERSON MUST DISCLOSE THE EXISTENCE OF THE FINANCIAL
INTEREST AND BE GIVEN THE OPPORTUNITY TO DISCLOSE ALL MATERIAL FACTS
TO THE DIRECTORS AND MEMBERS OF COMMITTEES WITH GOVERNING
BOARD DELEGATED POWERS CONSIDERING THE PROPOSED TRANSACTION OR
ARRANGEMENT.

FORM 990, PART VI, SECTION B, LINE 15:

THE BOARD OF DIRECTORS DETERMINED THE COMPENSATION OF THE CEO. THE BOARD
OF DIRECTORS AND THE CEO DETERMINED THE COMPENSATION LEVELS OF OTHER

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2016)

330211 03-08-16

Name of the organization

58TH PRESIDENTIAL INAUGURAL COMMITTEE

Employer identification number

81-4463688

OFFICERS AND OTHER KEY EMPLOYEES.

FORM 990, PART VI, SECTION C, LINE 19:

THE GOVERNING DOCUMENTS AND FINANCIAL STATEMENTS ARE NOT AVAILABLE.

PART VII, SECTION A, LINE 1A COLUMN B:

DURING THE MONTH LEADING UP TO THE INAUGURATION, THE FOLLOWING HOURS WERE INCURRED PER WEEK: THOMAS BARRACK 80, DOUGLAS AMMERMAN 40, RONALD SANDERS 20 AND SARA ARMSTRONG 80. PLEASE NOTE, FOLLOWING THE INAUGURATION EACH INDIVIDUAL HAS WORKED AN AVERAGE OF 2 HOURS PER WEEK.

Exhibit 9

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,	:	
	:	
Plaintiff,	:	
	:	Civil Action No:
v.	:	2020 CA 000488 B
	:	Judge Jose M. Lopez
58th PRESIDENTIAL	:	
INAUGURAL COMMITTEE,	:	
et al.,	:	
	:	
Defendants.	:	

Videotaped Video Teleconference
 Deposition of THOMAS J. BARRACK, JR.,
 Tuesday, November 17, 2020
 10:12 a.m.

Job No. 49434

Reported by: Donna A. Peterson, Notary Public for
the District of Columbia

1 **executive function of the PIC, there were dozens of** 11:14:37
2 **senior officers and hundreds of individual volunteers** 11:14:42
3 **and employees, basically reporting to a CEO. The** 11:14:47
4 **CEO, in turn, had the responsibility of -- of the** 11:14:59
5 **small board, which was a general counsel, the** 11:15:02
6 **treasurer and myself.** 11:15:06

7 Q. Well, did the PIC have a specific group of 11:15:17
8 individuals that were responsible for holding or 11:15:19
9 passing resolutions or taking corporate action for 11:15:26
10 the PIC? 11:15:30

11 MR. BLALACK: Object to the form of the 11:15:32
12 question and foundation. 11:15:33

13 Go ahead. 11:15:34

14 THE WITNESS: Most of the executory 11:15:36
15 authority was cast to the CEO, the CFO and the 11:15:39
16 general counsel. 11:15:46

17 BY MS. MIRANDA: 11:15:54

18 Q. And who was the CEO for the PIC? 11:15:54

19 **A. Sara Armstrong.** 11:15:57

20 Q. And who was the CFO for the PIC? 11:16:01

21 **A. Heather Martin.** 11:16:05

22 Q. And who was the general counsel for the 11:16:06

1 PIC? 11:16:13

2 A. Gineen Bresso. 11:16:14

3 Q. What exactly was your role within the PIC? 11:16:19

4 A. The designation was chairman. As 11:16:31

5 chairman, the responsibility was, first, to define 11:16:38

6 the vision of the scope of what events would 11:16:46

7 constitute broadly the inauguration. It was then to 11:16:54

8 coordinate 22 events within seven days, basically 11:17:01

9 once the scope was -- was thought of and created, 11:17:09

10 with 22 or so independent agencies that required 11:17:16

11 coordination for all of these events to try and 11:17:24

12 create within that period of time from nothing. 11:17:34

13 Remembering that before that, there is no 11:17:38

14 organization, there is no scope, there is no concept, 11:17:41

15 there is no money, there is no function, there is 11:17:44

16 no -- there is no employee group and there, there's 11:17:49

17 no definition of what an inauguration is. So within 11:17:52

18 a 65-day period, really to create, craft, fund -- 11:18:00

19 remembering, there, there is no public financing 11:18:09

20 available for the inauguration events, other than 11:18:12

21 what the Joint Committee of Congress actually does at 11:18:16

22 the steps of the Capitol. 11:18:20

1 And then to create an organization from 11:18:24
2 scratch, equip it on a fundraising basis to be able 11:18:26
3 to fuel the broadest reach to the most people for 11:18:31
4 what in America is one of the greatest events in 11:18:37
5 their four-year history, which is the peaceful 11:18:42
6 transfer of power from one great president to 11:18:45
7 another. And monitor thousands of -- of threads into 11:18:47
8 what hopefully becomes a peaceful tapestry for the 11:18:58
9 world to view. 11:19:02

10 Quite a complicated process, since you're 11:19:04
11 starting from zero: People haven't worked together, 11:19:06
12 no entity, no funding, no coordination, and very few 11:19:12
13 specifications. So it's a monumental task, is the 11:19:19
14 bottom line. 11:19:25

15 Q. How did you come to be, how did you become 11:19:27
16 involved with the PIC? 11:19:34

17 A. I became involved with the PIC at the 11:19:36
18 election of President Trump, which was November, and 11:19:48
19 in discussing with him in the aftermath, the 11:20:01
20 go-forward process of what was on his agenda, what he 11:20:06
21 needed done, how else I would be interested in 11:20:09
22 helping him, and one of the first things on the list 11:20:15

1 was of immediate importance was that. 11:20:18

2 I wasn't interested in participating on a 11:20:27

3 permanent basis in the administration itself, I had a 11:20:30

4 day job, and he thought that I had the qualifications 11:20:34

5 and the ability to be able to implement what did turn 11:20:44

6 out to be a very complicated process and do it 11:20:48

7 artfully to the broadest audience in the most 11:20:54

8 effective way. 11:20:59

9 And remember, you know, security and 11:21:00

10 execution here was a huge issue. No one was 11:21:02

11 expecting this election, and so everybody was 11:21:04

12 unprepared as to how to get this done. And so I -- I 11:21:09

13 accepted the -- the job as an honor, actually, was 11:21:14

14 happy to do it. 11:21:25

15 Q. So you were offered the chairman position 11:21:27

16 for the PIC by Then-President-Elect Donald Trump? 11:21:29

17 A. Yes. 11:21:36

18 Q. And do you recall when in November you had 11:21:37

19 this discussion with Then-President-Elect Donald 11:21:43

20 Trump? 11:21:48

21 A. I didn't recall the exact dates, but it 11:21:48

22 would have been in the first week after the election. 11:21:50

1 Q. And at the time, had the PIC -- had the 11:21:57
2 PIC been incorporated at the time? 11:22:00

3 A. I believe the RNC had actually 11:22:02
4 incorporated the PIC. It was -- it was -- it was 11:22:04
5 before my sign-on. So the coordination of those 11:22:08
6 pieces would have most likely been at the RNC. 11:22:13

7 Q. Did you have any meetings with the RNC 11:22:24
8 relating to what they had been doing on, you know, as 11:22:27
9 it related to the PIC, what would become the PIC? 11:22:36

10 MR. BLALACK: Object to form. 11:22:39

11 Go ahead. 11:22:40

12 THE WITNESS: Yes, ma'am. 11:22:40

13 BY MS. MIRANDA: 11:22:42

14 Q. And what, who did you -- who did you have 11:22:42
15 discussions with? 11:22:45

16 A. Could you be a little more specific as to 11:22:47
17 what time frame? 11:22:52

18 Q. Sure. So right about the time that you 11:22:54
19 accepted the chairman position with the PIC, did you 11:22:58
20 have any meetings or discussions with either someone 11:23:02
21 in the RNC that was responsible for, you know, having 11:23:09
22 done anything relating to the PIC up until that 11:23:16

1 specifications within that and trying to find a 13:30:50
2 process which reflects that. So the process, with 13:30:55
3 particularity to what you're asking about in 13:31:03
4 hospitality, had just been the process that had been 13:31:07
5 undertaken, as best we could determine at the time by 13:31:11
6 everybody that was there and the availability of 13:31:14
7 hospitality to visitors is critical, although at the 13:31:20
8 time, we had no idea who the visitors were gonna be, 13:31:26
9 how many there were, what availability there would be 13:31:30
10 for contributors, non-contributors, et cetera. 13:31:33

11 So I had no visibility or role in the RNC 13:31:37
12 negotiations, I had nothing to do with them, I hadn't 13:31:41
13 been involved or advised. It was all a fait accompli 13:31:44
14 by the time we got there. 13:31:47

15 Q. And what about the contract that the PIC 13:31:52
16 entered into itself, were you involved in the 13:31:56
17 negotiation, with the negotiating or contracting of 13:32:00
18 those contracts? 13:32:04

19 MR. BLALACK: When you say "the contract," 13:32:09
20 you're referring to contracts between the RNC and the 13:32:11
21 PIC? 13:32:15

22 MS. MIRANDA: No, the negotiations between 13:32:16

1 the PIC and some -- some third-party vendor. 13:32:17

2 MR. BLALACK: Any third-party vendor? 13:32:20

3 MS. MIRANDA: Yes, just generally. 13:32:22

4 MR. BLALACK: No objection. 13:32:24

5 Go ahead. 13:32:25

6 THE WITNESS: No, I wouldn't be involved 13:32:26

7 in the negotiation of the contract, no. 13:32:28

8 BY MS. MIRANDA: 13:32:32

9 Q. So you mentioned market prices and, you 13:32:35

10 know, having -- having inauguration week meant that 13:32:39

11 prices were high. How did the PIC determine that a 13:32:49

12 price was high but within the market versus just too 13:32:54

13 high? 13:33:00

14 MR. BLALACK: Object to the foundation. 13:33:03

15 THE WITNESS: Yes, it's a good question 13:33:08

16 and it's -- it's complicated in an art form. We had 13:33:09

17 a great -- my best answer is we had such qualified 13:33:14

18 people, Heather Martin, Gineen, Sara, Jeff Larson, 13:33:18

19 all had a tremendous amount of experience in event 13:33:24

20 planning and itemizing and specifying budgets and 13:33:28

21 processes. They had a very complicated review 13:33:37

22 process that required multiple signatures on 13:33:40

1 everything that they did. And so the way that I 13:33:43
2 became sanguine was I had tremendous confidence in 13:33:49
3 them. And they utilized their stewardship and 13:33:53
4 their -- their responsibility in administering that 13:33:59
5 as best they could. 13:34:03

6 And it was a very complicated process 13:34:05
7 because we changed the program on them constantly. 13:34:08
8 So it wasn't just entering into a contract, you'd 13:34:11
9 enter into a contract and then the specifications 13:34:16
10 would change. And, of course, in all these 13:34:18
11 instances, change orders and revisions are always 13:34:20
12 tremendously complicated. They had set up a system 13:34:24
13 and a process and a procedure to be able to deal with 13:34:27
14 those, and in my estimate, in my estimation, they did 13:34:32
15 a first-class job. I was very happy with the way 13:34:34
16 they executed their responsibilities. 13:34:38

17 Q. Were there any other entities similar to 13:34:55
18 the RNC that either booked or entered into contracts 13:35:13
19 that the PIC was intending to take over? 13:35:19

20 MR. BLALACK: Object to the foundation of 13:35:25
21 the question. 13:35:25

22 Answer, if you know. 13:35:34

1 THE WITNESS: I -- I don't recall, but 13:35:34
2 maybe going into your question, I mean, there were -- 13:35:37
3 right, if you think about what happened, you had a 13:35:40
4 presidential campaign which was separate from the 13:35:44
5 RNC. I think it was the victory fund at the time. 13:35:50
6 You had the RNC, which was the designated 13:35:52
7 organization for the funding of all of the Republican 13:35:55
8 campaigns. You had the transition, which is a 13:36:05
9 separate entity delegated with the responsibility of 13:36:15
10 filling the president's cabinet. And you had the 13:36:17
11 White House coordination pieces, all of, all of which 13:36:24
12 come together at a certain point in time. 13:36:31
13 I -- I don't recall that there was an 13:36:34
14 assumption of liabilities or expenditures on the part 13:36:37
15 of those other entities, but there may have been. I 13:36:41
16 just don't recall. 13:36:44
17 BY MS. MIRANDA: 13:36:50
18 Q. If there had been, what is the process for 13:36:50
19 the review and approval for the PIC taking on that 13:37:03
20 liability? 13:37:06
21 **A. Had that been the case, Gineen and Heather** 13:37:08
22 **would have fettered through it, come up with a** 13:37:11

1 attention. 13:40:05

2 BY MS. MIRANDA: 13:40:07

3 Q. Would you have been notified if that was 13:40:17

4 the case? 13:40:18

5 MR. BLALACK: Objection, foundation. 13:40:19

6 Calls for speculation. 13:40:23

7 THE WITNESS: Would you like me to 13:40:25

8 speculate? I assume that I would be notified if 13:40:30

9 there was an issue, yes. 13:40:32

10 BY MS. MIRANDA: 13:40:36

11 Q. Would the board be notified if there was 13:40:39

12 an issue? 13:40:41

13 MR. BLALACK: Same objection. 13:40:46

14 THE WITNESS: Yeah. I think we, I think 13:40:48

15 we all, if it was an unresolved issue, it would have 13:40:50

16 worked its way up to me. If I couldn't resolve it, I 13:40:53

17 would have taken it up with the board. But I don't 13:40:55

18 think that ever happened. 13:40:58

19 BY MS. MIRANDA: 13:41:00

20 Q. Were there certain types of 13:41:04

21 decision-making or approvals that had to go to the 13:41:08

22 board? 13:41:14

1 **A.** **Are you -- are you talking about just in** 13:41:19
2 **the execution of PIC duties and responsibilities on a** 13:41:24
3 **normal basis, the answer would be no. If there was** 13:41:27
4 **something extraordinary, then it would have, and I** 13:41:31
5 **don't recall any such instance.** 13:41:37

6 **Q.** **At the beginning of the PIC's formation,** 13:42:19
7 **did it, did it have, like, a first budget?** 13:42:22

8 **A.** **No.** 13:42:32

9 **Q.** **Who, who created the PIC's first budget?** 13:42:33

10 **A.** **That's a very good question. I'm only --** 13:42:37
11 **I'm not laughing because it was the wrong question,** 13:42:42
12 **it's the right question. But the budget evolved day** 13:42:46
13 **to day and it's part of understanding this living** 13:42:50
14 **entity called the PIC, is we didn't have a definition** 13:42:54
15 **of what "the inauguration" was when we first started.** 13:42:58
16 **So we, we first had to define the inauguration itself** 13:43:03
17 **which transpires, which had a very good foundation.** 13:43:10

18 **The inaug -- the inaugural event itself at** 13:43:13
19 **the Capitol, to give you an example of how difficult** 13:43:16
20 **our task was, which sounds self-serving but it wasn't** 13:43:20
21 **difficult to me, I was honored to do it, but for the** 13:43:25
22 **great people that worked on it, it was an immense** 13:43:27

1 challenge, is the Joint Committee on the Inauguration 13:43:30
2 at Congress starts the day after the last 13:43:35
3 inauguration to plan the future one. So they have 13:43:38
4 four years to really put together the pieces. 13:43:40

5 And so for that one day, Congress has 13:43:44
6 taken care of everything that has to do with the 13:43:49
7 Capitol. So that piece has a foundation stone to 13:43:52
8 everything else you're doing is -- is set in huge 13:43:58
9 granite blocks. Every inauguration has had a 13:44:04
10 different view of how it handles events that are a 13:44:08
11 prelude to that vaulted ceremony and a prologue to 13:44:12
12 that ceremony. And it differed from the tradition of 13:44:20
13 inaugural balls, which we've all heard of, which 13:44:26
14 transcended from one event on the night of the 13:44:31
15 inauguration to seven different events on the night 13:44:34
16 of the inauguration, sometimes solely within a place 13:44:37
17 such as the convention center, to a variety of other 13:44:42
18 venues, including a mall concert, right, the most 13:44:46
19 famous of which was probably President Obama's 13:44:49
20 because he had such a star-studded cast. Delivering 13:44:53
21 that for the public is always the key. 13:44:59

22 So the question in all of these 13:45:01

1 inaugurations for everybody, and the Democrats have 13:45:04
2 done a great job and Republicans have, also, is to 13:45:07
3 make it as open and as broad and as available to the 13:45:13
4 multitude of people, from donors to public to global 13:45:17
5 participants all over the world and that's a 13:45:24
6 challenge. So you don't know when you're starting 13:45:26
7 what is the event. It took us ten days or so of 13:45:29
8 focus groups and studying and talking and discussing 13:45:37
9 amongst everybody that we could find the scope of the 13:45:41
10 event. So our scope of the event was the longest, 13:45:48
11 broadest and most intensive of any inauguration in 13:45:50
12 history at seven days. 13:45:53
13 Now, remember, there's no public funding 13:45:55
14 of any of this, all of this is privately funded, 13:45:58
15 which is the subject and object of your very good 13:46:02
16 questions. So the budget and the sourcing of the 13:46:06
17 funds was always hand in glove. As it started to 13:46:12
18 develop, as we started to get storyboards just to 13:46:17
19 understand what would, what would an event be? What 13:46:21
20 was the Candlelight Dinner? What did that consist 13:46:25
21 of? 13:46:30
22 On the other hand, remember, we have an 13:46:31

1 **active fundraising team, which was -- I was fortunate** 13:46:33
2 **to inherit most of it from the RNC and Ambassador** 13:46:36
3 **Eisenberg, who was the head of that, is now in the** 13:46:43
4 **marketplace conducting a fundraising operation to** 13:46:47
5 **finance the revenue side. So there was no budget** 13:46:53
6 **from the beginning and the -- and the budget kept** 13:46:57
7 **changing really up until the end, which was, which** 13:47:00
8 **was daunting and frustrating to everybody.** 13:47:06

9 Q. Well, once the PIC decides, you know, 13:47:12
10 here's the Candlelight Dinner, we want to put on the 13:47:14
11 Candlelight Dinner, is -- and I understand the money 13:47:17
12 is coming in, like, on a daily, hourly basis, daily 13:47:21
13 basis and it changes. So does the budget increase 13:47:24
14 with additional funds being available and coming in 13:47:29
15 to the PIC for a specific event? 13:47:32

16 A. **I wish that it -- if it had had, if it had** 13:47:37
17 **done that, I'd still have some hair left.** 13:47:41
18 **Unfortunately it operated the opposite way, right,** 13:47:43
19 **we'd find ourselves overbudget. Because what's** 13:47:47
20 **happening is -- and not necessarily that people were** 13:47:51
21 **taking advantage of us, but, as you started to drill** 13:47:54
22 **down into details and as we started to -- to refine** 13:47:56

1 the concepts or make them better, we -- we found that 13:48:02
2 many times, those resources weren't available to us 13:48:08
3 within the contract that we had in the original, in 13:48:11
4 the original entity. 13:48:14

5 So if you took the Candlelight Dinner, for 13:48:15
6 instance, I got the owners of the -- of the train 13:48:18
7 station to -- to donate the train station. So as we 13:48:21
8 go through, you know, building the concept and -- 13:48:28
9 and, you know, we had the best, we were fortunate to 13:48:33
10 attract another great creative team, which was, you 13:48:37
11 know, manned by Stephanie Winston Wolcott. As we 13:48:41
12 refined the, as we refined the concept, we realized 13:48:46
13 the only thing we forgot about is there are trains 13:48:48
14 going through the station while the Candlelight 13:48:52
15 Dinner is on. So how do you -- how do you handle the 13:48:54
16 sound? 13:48:58

17 Something as silly as that, how we handle 13:49:00
18 the sound, then you have to have another set of 13:49:02
19 plants to put -- right. It's stuff that you don't 13:49:05
20 want to go into, but it's just never ending until you 13:49:07
21 get to the end and say, okay, now we have all the 13:49:09
22 pieces put together. 13:49:12

1 Then you go back to the Secret Service and 13:49:12
2 say by the way, in order to have the Candlelight 13:49:14
3 Dinner work, we -- they have to have the 13:49:17
4 President-Elect and FLOTUS enter through the front 13:49:23
5 door, which means nobody can enter through the front 13:49:28
6 door, they can only enter through the subway. To 13:49:31
7 enter through the subway, you need another 15 mags, 13:49:34
8 we have to pay for the mags, right. It just keeps 13:49:37
9 going like this. [Indicates] 13:49:40

10 Then the transit district says, Look, if 13:49:40
11 you're gonna do that then we have to stop trains. If 13:49:44
12 you're gonna stop trains, then you've got to pay us 13:49:45
13 for those three -- I mean, it just evolves. It would 13:49:47
14 be much different if we started planning and, you 13:49:53
15 know, the core, the core Democrats who are planning 13:49:54
16 for this one, it is even going to be worse because 13:49:57
17 they haven't had a jump on it. 13:49:59

18 If you started planning, if you knew who 13:50:01
19 the next president was gonna be and you could start 13:50:02
20 planning in the aftermath and say the first thing 13:50:05
21 we're gonna do is spend a year designing what it is 13:50:06
22 that we want, then we're gonna send out RFP's, and 13:50:10

1 the requests for proposal are not just gonna be to 13:50:15
2 people within Washington, D.C., it's going to be 13:50:18
3 within transportable distance around it, and we're 13:50:20
4 going to stick to the architecture of the events that 13:50:23
5 we create and you had a year or two years to 13:50:25
6 implement it, it would go much easier. So it wasn't 13:50:29
7 really based on the revenues that we were -- that we 13:50:32
8 were receiving, it was based on the complexity of the 13:50:35
9 events and the venues that we created. 13:50:40

10 And -- and we got no help. I mean, one 13:50:46
11 of, one of the things, just for background, is people 13:50:48
12 had criticized, saying, Well, you know, you raised 13:50:51
13 \$107 million and I think President Obama raised \$55 13:50:56
14 million and President Obama had a better concert, for 13:50:59
15 sure. We couldn't attract that quality of talent for 13:51:05
16 our candidate. But we also did not have in-kind 13:51:08
17 contributions. If you remember, we didn't, we didn't 13:51:17
18 have a -- a litany of contributors who wanted to help 13:51:21
19 this president at that time through the process, so 13:51:33
20 we got very few in-kind contributions of talented 13:51:35
21 groups and contributions and public displays and 13:51:40
22 those kind of things. And fortunately the 13:51:43

1 fundraising aspect was easier than I thought it was 13:51:48
2 gonna be because so few people had contributed to 13:51:54
3 this president in the election. It was a great 13:51:57
4 lesson in -- in election procedure for me. 13:52:01

5 So it wasn't that we had, we had more 13:52:08
6 money and we could spend more money, it was nothing, 13:52:12
7 nothing, nothing we did came in cheaper than we 13:52:15
8 thought, ever. It's kind of a rule in life, but it 13:52:18
9 was definitely a rule here. 13:52:21

10 Q. Were any -- at any point, were any -- 13:52:24

11 MR. BLALACK: Leanor -- 13:52:27

12 MS. MIRANDA: Yes? 13:52:27

13 MR. BLALACK: Just before you ask your 13:52:28
14 next question, we've been going about 50 minutes, so 13:52:30
15 just for planning purpose, can we take a break in 13:52:33
16 about, around 2, something like that? 13:52:35

17 MS. MIRANDA: I think we can take a break 13:52:40
18 now, if that works for everyone. 13:52:42

19 MR. BLALACK: It's up to you, I didn't 13:52:44
20 want to break your flow, I'm just around an hour, I'd 13:52:47
21 like to take a short break. 13:52:48

22 MS. MIRANDA: Okay. Let's do a two 13:52:52

1 o'clock and I think then at that point, we can do 13:52:55

2 like a 15-minute break. 13:52:56

3 MR. BLALACK: Okay. 13:53:05

4 THE VIDEOGRAPHER: Off the record at 1:52. 13:53:05

5 MR. BLALACK: Were you -- are you getting
6 off now or are we going forward?

7 MS. MIRANDA: No, I was getting off at
8 two.

9 THE VIDEOGRAPHER: I'm sorry.

10 MS. MIRANDA: Sorry for that. 13:53:08

11 THE VIDEOGRAPHER: I'll go right back on. 13:53:08

12 Sorry about that. 13:53:08

13 MS. MIRANDA: Are you back on? 13:53:08

14 THE VIDEOGRAPHER: On the record at 1:53. 13:53:12

15 BY MS. MIRANDA: 13:53:12

16 Q. Were -- 13:53:12

17 THE VIDEOGRAPHER: Yes, we're back on. 13:53:21

18 BY MS. MIRANDA: 13:53:23

19 Q. Were any events cancelled by the PIC 13:53:23

20 because of all these extra charges that were -- or 13:53:28

21 unanticipated costs that were associated with certain 13:53:33

22 events? 13:53:37

1 Q. So you just, you just said that sometimes, 14:22:21
2 you know, Rick -- Rick would help sort of expedite 14:22:23
3 resolutions and sometimes he had to, like, escalate 14:22:27
4 them and discuss with Stephanie or with Sara or with 14:22:31
5 yourself. When, what type of circumstances would it 14:22:34
6 be where he would have to go to you versus Stephanie 14:22:38
7 versus Sara? 14:22:42

8 A. I mean, a variety of -- of circumstances, 14:22:46
9 but each of them was terribly competent in their own 14:22:50
10 right. Stephanie was, was abundantly competent in 14:22:53
11 what she did, so she could handle most of those 14:22:57
12 issues herself. If there was something that she 14:23:00
13 needed help for that she couldn't resolve with Sara, 14:23:03
14 she'd go to Rick or myself on various issues. 14:23:09

15 In the bowels of the organization, the 14:23:13
16 same things, I'm just, you know, coordinating with 14:23:16
17 the Park Service. The Park Service was the owner of 14:23:20
18 most of the -- of the space, the public space, that 14:23:25
19 we utilized, and they were an integral part and a 14:23:30
20 very valued part and they did such a great job in the 14:23:35
21 planning and implementation. But there are just 14:23:38
22 hundreds of things that would get bogged up in the 14:23:41

1 process. So Rick would just be a troubleshooter in 14:23:42
2 trying to amend and appeal those things for all of 14:23:45
3 us, for -- for myself, for Jeff Larson, for 14:23:49
4 Stephanie, who had the primary responsibility on the 14:23:55
5 big events, and for Sara, who was running the whole 14:23:58
6 organization. 14:24:01

7 Q. And did PIC, did Rick have the authority 14:24:03
8 to bind the PIC? 14:24:07

9 A. No. 14:24:09

10 Q. So he had to get, like, with another level 14:24:11
11 of approval? 14:24:16

12 A. My recollection is he needed three levels. 14:24:19
13 He needed Sara, Heather and Gineen. And, of course, 14:24:21
14 Stephanie's ultimate authorization, on the things 14:24:29
15 that Stephanie was planning and responsible for, her 14:24:33
16 sign-off. And Jeff Larson, also. Jeff had some of 14:24:37
17 the other more public events. 14:24:46

18 Q. Did Rick have to coordinate with somebody 14:24:58
19 in the special events department? 14:25:00

20 A. I'm not -- 14:25:09

21 MR. BLALACK: Object to form and 14:25:09
22 foundation. 14:25:11

1 MS. MIRANDA: I'm sorry, can you repeat 14:25:11

2 that? It broke up a little bit. 14:25:12

3 MR. BLALACK: I'm -- I'm not sure what the 14:25:19

4 "special event department" meant. 14:25:19

5 BY MS. MIRANDA: 14:25:19

6 Q. Well, you mentioned that Jeff Larson was 14:25:21

7 involved with mainly, like, the public events. Were 14:25:23

8 there non-public events held by the PIC? 14:25:25

9 A. No. I'd say more public events. For 14:25:28

10 instance, the mall concert was terribly complicated, 14:25:32

11 open to the general public. You had millions of 14:25:37

12 people in the city. So there were, there were 14:25:42

13 paid-for events, there were non-paid-for events, 14:25:46

14 there were expensive events, there were inexpensive 14:25:50

15 events, and these events were all divided between a 14:25:53

16 multitude of people. 14:25:56

17 Q. Did Rick have any role in approving or 14:26:06

18 rejecting PIC budgets? 14:26:09

19 A. No. No authoritative role in approving or 14:26:12

20 reject. 14:26:15

21 Q. Did he have any role in PIC contract 14:26:17

22 negotiations? 14:26:20

1 Q. Did any of the Trump family members make 14:29:43
2 recommendations regarding hiring the people for the 14:29:46
3 PIC? 14:29:49

4 A. I -- I -- I don't recall. It wouldn't 14:29:51
5 have been to me. They were all, of course, involved 14:29:56
6 in the campaign, but not, not to me directly as I 14:30:03
7 recall. 14:30:08

8 Q. Did Then-President-Elect Donald Trump ever 14:30:10
9 make any recommendations to you about particular 14:30:16
10 individuals being hired by the PIC? 14:30:20

11 A. No. 14:30:21

12 Q. And did Stephanie have, did she have a 14:30:25
13 supervisor? 14:30:29

14 A. Me. 14:30:31

15 Q. Did any member of the Trump family have 14:30:35
16 a -- an official role within the PIC? 14:30:53

17 A. No. No, I don't believe any of them did. 14:30:56

18 Q. Did any member of the Trump family have an 14:31:07
19 unofficial role within the PIC? 14:31:10

20 MR. BLALACK: Object to the form, vague, 14:31:12
21 ambiguous. 14:31:14

22 THE WITNESS: I'm -- I'm not sure I'm -- 14:31:18

1 I'm not sure, only because I don't -- I don't know if 14:31:21

2 Donny was ever involved on the fundraising side 14:31:24

3 directly or not. But they weren't involved in the 14:31:27

4 operational side. 14:31:30

5 BY MS. MIRANDA: 14:31:33

6 Q. And when you say "Donny," who are you 14:31:33

7 referring to specifically? 14:31:35

8 **A. Junior.** 14:31:36

9 Q. Did you have any meetings with Trump 14:31:38

10 family members relating to the PIC? 14:31:47

11 **A. I did not directly. As best I recall, no.** 14:31:53

12 **Stephanie had meetings with the family, I didn't.** 14:32:11

13 Q. Did you have any conversations with any 14:32:16

14 member of the Trump family relating to the PIC? 14:32:18

15 **A. Very few. Really very few. At the very** 14:32:23

16 **beginning, the president said he wanted it to be the** 14:32:39

17 **best tribute to the American people, that it was** 14:32:43

18 **about this seamless and peaceful process of the** 14:32:47

19 **transfer of the power of one president to the other,** 14:32:51

20 **that he wanted it to be refined, elegant, available** 14:32:55

21 **to as many people as possible, and he wanted to stay** 14:32:59

22 **out of it. I think that was the last conversation I** 14:33:02

1 **had with him directly about the PIC itself.** 14:33:05

2 Q. So you didn't have any other conversations 14:33:10

3 with Then-President-Elect Donald Trump about the PIC? 14:33:12

4 **A. Not about the PIC in general, no.** 14:33:16

5 Q. So you didn't have any conversations with 14:33:20

6 Then-President-Elect Trump relating to any specific 14:33:34

7 inaugural event? 14:33:38

8 MR. BLALACK: Object to the form, asked 14:33:42

9 and answered. 14:33:43

10 Go ahead. 14:33:43

11 THE WITNESS: Not that I recall. 14:33:45

12 BY MS. MIRANDA: 14:33:48

13 Q. Any other -- did you have any other types 14:34:01

14 of discussions with any member of the Trump family 14:34:03

15 regarding, relating to the PIC? 14:34:07

16 **A. I don't -- you know, we may, I may have** 14:34:13

17 **had discussions at some points about -- about venue** 14:34:18

18 **or what they needed to attend or what they didn't** 14:34:24

19 **need to attend. But for the most part, once we got** 14:34:27

20 **going, Stephanie really filled that role in kind of** 14:34:32

21 **bridging the requirements and mostly just as to** 14:34:40

22 **schedule. That's the things that they were concerned** 14:34:42

1 **with. So I had, I had very few discussions with them** 14:34:45

2 **about substantive items of the PIC.** 14:34:49

3 Q. Besides the conversation that you 14:34:54

4 described that you had with Then-President-Elect 14:35:17

5 Donald Trump, did he have, did he give you any other 14:35:18

6 directives regarding inaugural events? 14:35:21

7 A. His direct, his directive, as I, as I've 14:35:25

8 said, was he wanted it to be as broadly diverse as it 14:35:30

9 could be, available to as many aspects of the global 14:35:34

10 public as possible, to be representative in elegance 14:35:37

11 and class and presentation to the stature of the 14:35:44

12 president of the United States, and that he gave me 14:35:49

13 the responsibility and accountability for getting it 14:35:53

14 done safely, securely and efficiently, that was it. 14:35:56

15 Q. Did you receive any phone calls from -- or 14:36:04

16 e-mails from Then-President-Elect Trump relating to 14:36:08

17 any -- any decorations that were -- that were part of 14:36:12

18 an inaugural event? 14:36:20

19 A. Yeah. I -- I may, I may have. There 14:36:29

20 were, there were, I think there were a couple of 14:36:38

21 instances in which -- Stephanie had a tough job. As 14:36:40

22 I said, she -- she was the best of the best. I hold 14:36:55

1 her in high regard. I admired her then, I'm thankful 14:36:58
2 and admire her now. But it was a tough job because 14:37:01
3 it was under way, in process, when we were fortunate 14:37:04
4 enough to have her come on board. So when, when she 14:37:07
5 came on board -- and she had an existing relationship 14:37:11
6 with Melania. So I think there may have been a 14:37:14
7 time -- and I don't remember whether it was, whether 14:37:22
8 it was the president or Melania or -- and I think 14:37:27
9 Stephanie tried to shelter me from a lot of this, 14:37:31
10 that they may not have been happy with the core 14:37:35
11 choices on something. I don't, I don't exactly 14:37:38
12 remember what it was. 14:37:43

13 But anyway, it got, it got -- it got, it 14:37:47
14 got straightened away, but very rarely did that come 14:37:50
15 to me. 14:37:54

16 Q. Did the PIC have a special events 14:38:18
17 department? 14:38:25

18 A. Well, it had, it had a multiplicity of 14:38:28
19 events departments. I don't recall. I don't have 14:38:31
20 the table of organization in front of me and I 14:38:34
21 haven't refreshed my memory with it. So there were, 14:38:36
22 there were lots of events and lots of delegation of 14:38:42

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CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

I, Donna A. Peterson, the officer before whom the foregoing proceedings were taken, do hereby certify that the foregoing transcript is a true and correct record of the proceedings; that said proceedings were taken by me stenographically and therefore reduced to typewriting under my supervision; and that I am neither counsel for, related to nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

District of Columbia

Signed and sworn to and affirmed, by Donna A. Peterson, I have hereunto set my hand and affixed my notarial seal this 3rd day of December, 2020.

My Commission Expires: January 14, 2025

Donna A. Peterson

NOTARY PUBLIC IN AND FOR THE
DISTRICT OF COLUMBIA

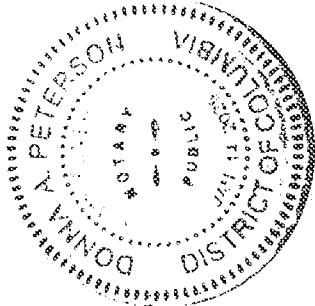


Exhibit 10

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,	:	
	:	
Plaintiff,	:	
	:	Civil Action No:
v.	:	2020 CA 000488 B
	:	Judge Jose M. Lopez
58th PRESIDENTIAL	:	
INAUGURAL COMMITTEE,	:	
et al.,	:	
	:	
Defendants.	:	

Videotaped Video Teleconference
 Deposition of RICHARD W. GATES, III
 Thursday, December 17, 2020
 9:18 a.m.

Job No. 49553

Reported by: Donna A. Peterson, Notary Public for
 the District of Columbia

1 other than understanding, at no time did the 11:04:31

2 president, you know, or president-elect ask me about 11:04:33

3 any specific company or individual making a donation. 11:04:36

4 Q. And who -- so I want to understand your 11:04:40

5 testimony about Mr. Barrack. 11:04:43

6 You were aware of situations where donors 11:04:45

7 asked him to relay on the fact that they were 11:04:48

8 donating to the PIC? 11:04:50

9 A. Yes. They -- 11:04:52

10 Q. And would he -- 11:04:55

11 A. No, he didn't go through names. But it 11:04:58

12 was just a, you know, people wanted to, you know, 11:05:00

13 like in any political fundraiser contribution, wanted 11:05:02

14 them to know that they had contributed. Whether 11:05:08

15 Mr. Barrack relayed those, I don't think he did. I 11:05:11

16 had no knowledge that he did. But it was simple 11:05:13

17 statements made by, you know, potential donors that 11:05:16

18 wanted their presence to be known. Very common in 11:05:19

19 any political fundraising type of apparatus. 11:05:21

20 MR. ROCK: I'm gonna share my screen here 11:05:39

21 for a moment, Mr. Gates, and this is from Chapter 12 11:05:41

22 of your book. Are you able to see this? 11:05:44

1	THE WITNESS: Yes.	11:05:48
2	MR. ROCK: And if we could get the	11:05:51
3	videographer to screen shot this and it will be	11:05:52
4	Plaintiff's 67.	11:05:57
5	THE VIDEOGRAPHER: Yes.	11:06:03
6	(Plaintiff deposition Exhibit Number 67	11:06:04
7	was marked for identification and attached to the	11:06:04
8	transcript.)	11:06:05
9	BY MR. ROCK:	11:06:05
10	Q. And one of the things you wrote in Chapter	11:06:06
11	12 of your book was that Trump wanted to know who was	
12	donating. He didn't ask how much any individual or	11:06:10
13	company donated, he just wanted to know that he had	11:06:13
14	support. And when we told him we were raising a lot	11:06:17
15	of money, he was happy. Do you remember writing	11:06:20
16	that?	11:06:24
17	A. I do.	11:06:25
18	Q. Yeah. And so you, your understanding,	11:06:25
19	your recollection in writing this book was that	11:06:29
20	Trump, the president-elect, wanted to know who was	11:06:33
21	donating?	11:06:37
22	MR. BLALACK: Objection, asked and	11:06:38

1 answered. 11:06:40

2 You can answer again. 11:06:40

3 THE WITNESS: Yeah. And with respect to 11:06:41

4 that specific text is exactly what I just said a 11:06:43

5 minute ago, it was more are individuals contributing, 11:06:46

6 are individuals or PACs? Who is contributing? 11:06:50

7 And now you can see, as I just, you know, testified 11:06:53

8 now and supported by my book, he didn't ask about 11:06:55

9 individual amounts or specific names. He wanted to 11:06:57

10 know in general and it was a condition from the 11:07:00

11 campaign, very bluntly, that we didn't raise a lot of 11:07:03

12 money during the campaign. 11:07:07

13 You know, as I said earlier, we, you know, 11:07:10

14 we won the election with, you know, nickels and 11:07:12

15 dimes, compared to other political races. And so it 11:07:15

16 was important for the president to understand that 11:07:18

17 people were supporting him and his presidency, but 11:07:21

18 not with any specific amount or a specific name or, 11:07:25

19 you know, individual. He just wanted to know overall 11:07:28

20 that, you know, he had support. 11:07:31

21 BY MR. ROCK: 11:07:33

22 Q. And were these questions from the 11:07:33

1 president about who was donating directed to you? 11:07:39

2 **A. They were not. They were directed to** 11:07:42

3 **Mr. Barrack and one other specific individual I know** 11:07:46

4 **of, but they were, you know, not directed to me.** 11:07:48

5 Q. Who was the other individual? 11:07:53

6 **A. Anthony Scaramucci.** 11:07:55

7 Q. And how do you know that the president was 11:07:57

8 asking Mr. Barrack about who was donating? 11:08:01

9 **A. Again, it wasn't specific names or** 11:08:05

10 **individuals of who was donating, it was just in** 11:08:08

11 **general in terms of corporations or different types** 11:08:11

12 **of groups and, more specifically wanted the amount,** 11:08:13

13 **how much we were raising, and that was per** 11:08:18

14 **Mr. Barrack directly.** 11:08:21

15 Q. So -- so Mr. Barrack told you, The 11:08:22

16 president asked me for this information? 11:08:25

17 **A. Well, and it, just to be clear, it arose** 11:08:27

18 **from briefings that Mr. Barrack would typically give** 11:08:32

19 **to, you know, the president-elect on, you know,** 11:08:34

20 **inaugural activities just in general. It was very,** 11:08:39

21 **you know, brief updates, not very many, but Tom would** 11:08:43

22 **provide an overall framework of how much, you know,** 11:08:48

1 But there were certainly, you know, phone 11:10:10
2 conversations with people around the president and 11:10:12
3 Tom, you know, on updates about specific things. 11:10:14
4 Like, again, the transition, for example, had a 11:10:17
5 significant impact on parts of the inauguration that 11:10:21
6 we had to coordinate with the transition team on. So 11:10:25
7 there were a whole host of logistical issues that, 11:10:27
8 you know, Mr. Barrack would take up to people in New 11:10:31
9 York where they were running the transition and, you 11:10:34
10 know, help us get answers. And then occasionally, as 11:10:37
11 I said infrequently, he would brief the president on 11:10:40
12 a couple of key issues with respect to the 11:10:43
13 inauguration. 11:10:45
14 Q. And what other key issues -- 11:10:46
15 Well, it sounds like one of the key issues 11:10:51
16 he would brief him on is his donations. 11:10:53
17 A. Yeah. Again, from -- 11:10:56
18 MR. BLALACK: Objection -- just a second. 11:10:57
19 Objection, asked and answered. 11:11:00
20 Go ahead. 11:11:01
21 THE WITNESS: Yeah, so again, from a 11:11:02
22 holistic aspect, yes. Scheduling was a big one, the 11:11:03

1 president wanted to know, for example, as well as the 11:11:07
2 family and others, when they had to be in Washington, 11:11:09
3 what events. We had, you know, official PIC events 11:11:11
4 and non-official events going on at that time. So 11:11:14
5 there were logistical pieces that we had to discuss 11:11:18
6 and update with various people, not just the 11:11:23
7 president-elect, but also, you know, family members 11:11:26
8 and the vice president, his family, and incoming 11:11:28
9 cabinet secretaries on a series of different things. 11:11:32

10 BY MR. ROCK: 11:11:36

11 Q. Other than the president-elect, were there 11:11:44
12 other members of the Trump family that were 11:11:48
13 interested in knowing who was donating to the PIC? 11:11:50

14 **A. To my recollection, no. Most of the 11:11:53**
15 **conversations with any of the family mainly pertained 11:11:59**
16 **to schedules and logistics and events. 11:12:03**

17 Q. And you mentioned Mr. Scaramucci, that you 11:12:08
18 were -- he was the other person that you were aware 11:12:14
19 of the president-elect asking about PIC donations. 11:12:16
20 Did I get that right? 11:12:21

21 **A. That Mr. Scaramucci was the other 11:12:24**
22 **individual that communicated to me that the president 11:12:27**

1 **was interested in knowing that big, yeah, like are we** 11:12:29
2 **doing well in fundraising? And, again, it was never** 11:12:33
3 **specifics or individuals, but it was just how are** 11:12:37
4 **things going?** 11:12:39

5 Q. And when did that conversation happen? 11:12:40

6 MR. BLALACK: You're talking about the 11:12:49
7 conversation between Mr. Gates and Mr. Scaramucci? 11:12:50

8 MR. ROCK: Correct. 11:12:52

9 THE WITNESS: That would be probably some 11:12:53
10 time in late December. 11:12:54

11 BY MR. ROCK: 11:12:56

12 Q. And do you have any better time frame than 11:12:57
13 late December? 11:13:04

14 **A. No. I'm sorry, I don't. Every day was** 11:13:06
15 **like a hundred days, so --** 11:13:10

16 Q. And what was the context of that 11:13:12
17 conversation? Like when did that come up? 11:13:16

18 **A. That was in relation to a finance** 11:13:17
19 **committee meeting, a vice finance chair committee** 11:13:19
20 **meeting that we were having at that time, and so it** 11:13:23
21 **was in the context of Mr. Scaramucci coming down for** 11:13:27
22 **that meeting, from New York.** 11:13:30

1 THE WITNESS: Yeah, we had already talked 12:27:33
2 conceptually about doing an event at the Trump Hotel, 12:27:35
3 as we talked about doing other events at the Library 12:27:38
4 of Congress and, you know, other ideas. This is 12:27:41
5 where I was saying that we had put an entire list 12:27:44
6 together of different venues. We had not confirmed 12:27:47
7 at the point of the date of the e-mail any, honestly, 12:27:52
8 venues, to my recollection, including the Trump 12:27:56
9 Hotel. 12:27:59

10 BY MR. ROCK: 12:27:59

11 Q. And the Union Station that would 12:28:00
12 eventually be the site of the Candlelight Dinner, 12:28:02
13 right? 12:28:05

14 A. That is correct. 12:28:05

15 Q. And do you recall the context of why you 12:28:07
16 were sending this text message to Ms. Wolkoff and 12:28:10
17 Mr. Barrack on November 29th? 12:28:14

18 A. Not with -- I don't recall the specific 12:28:17
19 context, there's not enough information. If there 12:28:20
20 was more after chain or something. Again, we were 12:28:25
21 looking at a host of venues. I know Stephanie was 12:28:27
22 going over to Union Station at some point, she was 12:28:29

1 **also looking at others. I don't have a specific** 12:28:32
2 **reference to what, you know, instigated this text** 12:28:36
3 **versus, you know, one from Stephanie or one from Tom.** 12:28:41
4 **There's not enough there for me to place it.** 12:28:45

5 Q. Okay. And when you wrote "As long as we 12:28:47
6 do some sort of event at Trump Hotel we will be 12:28:52
7 good," that reflected that you felt some pressure for 12:28:57
8 there to be at least one event at the Trump Hotel, 12:29:03
9 correct? 12:29:07

10 MR. BLALACK: Object to form. 12:29:08

11 You may answer. 12:29:09

12 THE WITNESS: Yeah, I think the word 12:29:10
13 "pressure" was incorrect. I think there were 12:29:13
14 opportunities to do events at other places. There 12:29:15
15 was certainly the interest, given the unique nature 12:29:17
16 of the Trump Hotel, that it had just opened, a number 12:29:21
17 of logistical reasons we had, you know, considered it 12:29:25
18 given the number of cabinet appointees that were 12:29:29
19 there and donors and other people. So there was 12:29:32
20 absolutely interest. 12:29:36

21 It was the most beautiful property in D.C. 12:29:37
22 and the newness of it was certainly an aspect, and 12:29:41

1 obviously being the Old Post Office was an incredible 12:29:43
2 building. What they did with the lobby, you know, 12:29:47
3 was -- was amazing. Even Democrats loved it. 12:29:49

4 BY MR. ROCK: 12:29:55

5 Q. And so why did you feel that you had to do 12:29:56
6 some sort of event, at least some -- at least one 12:29:57
7 event at the Trump Hotel, as of November 29? 12:30:01

8 A. Sure. I mean in that case, we didn't have 12:30:05
9 to do any event at the Trump Hotel, in the end, and 12:30:07
10 we actually went through a number of discussions, not 12:30:10
11 just with the Trump Hotel but other hotels, as well, 12:30:13
12 that we may not be able to do. And it was a 12:30:17
13 consideration of logistics, it could have been 12:30:19
14 timing. We had originally looked at doing three or 12:30:21
15 four events at the Trump Hotel, but because of the 12:30:23
16 spacing and the staggering of production, we had to 12:30:27
17 eliminate some of them because we couldn't do kind of 12:30:30
18 events back-to-back. 12:30:32

19 So, you know, it's -- for me, there is a 12:30:34
20 universe of information that occurred over kind of 12:30:39
21 that 60 days, where it is all over the place in terms 12:30:42
22 of what we considered, what we thought. I mean, we 12:30:46

1 **made decisions on venues that we later cancelled. So** 12:30:48
2 **in the context of that, yes, there was significant** 12:30:51
3 **interest in doing an event at the hotel, but in no** 12:30:54
4 **way did I feel that pressure or pressured to do any** 12:30:57
5 **event there, you know, for that matter.** 12:31:02

6 Q. Yeah. So I mean the text of the message 12:31:04
7 says "As long as we do some sort of event at Trump 12:31:07
8 Hotel we will be good." 12:31:10

9 What did you mean by "good"? 12:31:12

10 A. Oh, I think again, like everybody was 12:31:15
11 **interest -- I say everybody. A lot of people were** 12:31:17
12 **interested in whether or not we might do something** 12:31:20
13 **there because of the aesthetics, the uniqueness,** 12:31:22
14 **there were, again, logistics. A lot of people were** 12:31:26
15 **staying there. So the idea that we would do** 12:31:30
16 **something there would be good. But it didn't confirm** 12:31:32
17 **or mean that we were absolutely going to do something** 12:31:34
18 **there. At that point in time, we had not confirmed** 12:31:37
19 **anything at the Trump Hotel.** 12:31:42

20 Q. Well, who was staying there as of November 12:31:43
21 29th, if that's a factor? 12:31:46

22 MR. BLALACK: Object to form. 12:31:48

1 on on November 29th? 12:38:50

2 **A. Yes. At the end of November, we were** 12:38:51

3 **looking at a multitude of venue space.** 12:38:52

4 Q. And Trump Hotel was the only hotel that 12:38:55

5 was being looked at as event space, right? 12:38:58

6 MR. BLALACK: Object to form, mistakes the 12:39:02

7 witness's testimony. 12:39:05

8 THE WITNESS: It was the only one on the 12:39:06

9 list. We had already looked at other hotels because 12:39:07

10 the RNC had already done some of this homework, and 12:39:09

11 if you keep in mind, the Trump Hotel didn't open 12:39:13

12 until the latter part of September, so there was no 12:39:15

13 way to even gauge what had been booked or what we 12:39:18

14 could book until we got to that period of time. So 12:39:21

15 the reason it was on the list of different venues and 12:39:25

16 kind of outlined as a hotel is because we already had 12:39:29

17 all the information on all the other hotels, rooms, 12:39:33

18 venue space, F and B, or food and beverage. What we 12:39:36

19 didn't have was that information ton Trump Hotel 12:39:40

20 because it had not even opened up until near the end 12:39:42

21 of September. 12:39:45

22 BY MR. ROCK: 12:39:48

1 Q. And what were the uses that the Trump 12:39:48

2 Hotel was being considered for as of November 29th? 12:39:51

3 A. At what -- again, as of November 29th, it 12:39:56

4 was conceptual, and part of one of the conversations 12:39:59

5 I had with the Trump Hotel staff is to see what was 12:40:04

6 available. And I take that back, the actual initial 12:40:08

7 information was given to Ramsey. Ramsey Ratcliffe 12:40:13

8 actually found out what was available at the Trump 12:40:16

9 Hotel. 12:40:19

10 But we looked at it from a perspective of 12:40:19

11 the ballroom, then -- initially, and then the atrium 12:40:21

12 to possibly do like a dinner or a luncheon there. 12:40:28

13 And then as time progressed, we considered it for 12:40:31

14 other things, including some of the offices, an 12:40:34

15 office space above the ballroom. And then late in 12:40:40

16 the game, we decided to use the townhouse, which was 12:40:44

17 kind of like an attached piece, dedicated piece to 12:40:48

18 the hotel, where we ran our ticketing and other 12:40:53

19 distribution of materials to various individuals, you 12:40:58

20 know, that were in and around that area. We had 12:41:04

21 multiple locations for that, the Trump Hotel was one. 12:41:05

22 BY MR. ROCK: 12:41:10

1 Q. So I hear you say it was being considered 12:41:11

2 for event space, also for office space? 12:41:13

3 A. Meeting, meeting space, yes. Now, 12:41:18

4 "office" is the wrong word. We had offices over on 12:41:21

5 7th Street, Southwest. So as an example, we did a 12:41:27

6 finance committee board meeting, you know, at the 12:41:30

7 Trump Hotel because, again, a number of the finance 12:41:34

8 committee were already staying there, it was 12:41:37

9 convenient for other people flying in, and there was 12:41:39

10 not enough space over at the GSA facilities, in 12:41:41

11 addition to all of the security requirements that 12:41:44

12 were needed to get into GSA at that time. 12:41:47

13 Q. And then the other thing I heard you say 12:41:51

14 it was being considered for use is for the ball -- 12:41:53

15 the Trump townhouse space? And what was that -- 12:41:58

16 A. Yes. 12:42:01

17 Q. What was that going to be used for? 12:42:03

18 A. Yeah. So the Trump townhouse space was 12:42:05

19 being considered as a distribution point, and we had 12:42:09

20 to find distribution points in D.C. where donors and 12:42:12

21 participants could come and collect their 12:42:17

22 credentials, hotel information, scheduling, whatever 12:42:23

1 it might be, it was used as, for that purpose. And 12:42:25
2 the reason it was selected later in the game is 12:42:31
3 because as we started understanding the security 12:42:33
4 perimeters around the city, we needed something kind 12:42:38
5 of inside the perimeter, if you will, for people to 12:42:41
6 come and pick up stuff, you know, during Inaugural 12:42:45
7 Week. 12:42:49

8 Because as we got closer to the 12:42:50
9 inauguration, the city was becoming more and more 12:42:51
10 locked down, and there was a difficulty in only 12:42:54
11 having the location of the Fairmont Hotel and I 12:42:58
12 believe there was a property that the RNC used for 12:43:03
13 its donors. Not the Blair House, but there's another 12:43:08
14 house in that vicinity that they used as a 12:43:11
15 distribution point. So those were the three 12:43:14
16 distribution points, from my recollection, and that's 12:43:16
17 why we used the Trump townhouse. 12:43:18

18 Q. And your understanding was that the 12:43:21
19 Fairmont was inside or outside of that perimeter? 12:43:23

20 A. My understanding is the Fairmont was 12:43:27
21 outside of that perimeter. It was closer to 12:43:29
22 Georgetown, which enabled people, you know, kind of 12:43:31

1 **because we didn't have the specific information about** 12:54:31
2 **what was available and how much it was gonna cost,** 12:54:34
3 **and this was the first instance I recall where Ramsey** 12:54:37
4 **had reached out to get that information for the** 12:54:39
5 **private-events group.** 12:54:42

6 Q. And so at this point in time, as far as 12:54:47
7 you know, the PIC was not committed to using the 12:54:48
8 Trump Hotel space one way or the other? 12:54:51

9 **A. As of the date of this e-mail, that's** 12:54:55
10 **correct.** 12:54:58

11 Q. And so they, the PIC would have been 12:54:58
12 reaching out to try and get, among one piece of 12:55:00
13 information, pricing information, is that correct? 12:55:04

14 **A. It would've been pricing, availability,** 12:55:06
15 **terms, conditions. There was a whole set of criteria** 12:55:09
16 **that I believe were used by the private-events group** 12:55:12
17 **to look at different event, you know, venue spaces.** 12:55:16

18 MR. BLALACK: This is actually a response 12:55:20
19 to another e-mail [inaudible] -- 12:55:22

20 THE WITNESS: Oh, this is? 12:55:26

21 MR. BLALACK: I don't think it's attached 12:55:29
22 to the exhibit [inaudible] -- 12:55:29

1 THE WITNESS: Ah, okay. 12:55:34

2 BY MR. ROCK: 12:55:34

3 Q. And you don't see there on the December 12:55:34

4 10th e-mail exchange that Patty Tang quotes a price 12:55:39

5 of 3.6 million for eight days of space, including 12:55:42

6 rental and minimum for food and beverage? 12:55:46

7 **A. Yes. Right.** 12:55:49

8 Q. And then if you'll go up two chains, on 12:55:49

9 December 12th, you e-mailed Ivanka Trump -- 12:55:53

10 **A. Yes.** 12:55:53

11 Q. -- do you see that exchange? 12:55:59

12 **A. I do.** 12:56:02

13 Q. And one of the things you e-mailed Ivanka 12:56:03

14 Trump about, if you look in the third line is, 12:56:08

15 "First, the cost itself seems quite high compared to 12:56:11

16 other property buyouts for the week," do you see 12:56:13

17 that? 12:56:17

18 **A. I do.** 12:56:17

19 Q. And did you agree with that sentence when 12:56:18

20 you wrote it, that this cost seemed quite high? 12:56:22

21 **A. Yeah. At that time and based on the** 12:56:26

22 **information we had received from our internal** 12:56:27

1 private-events group and other individuals, it was 12:56:32
2 absolutely agreed across the board that it was quite 12:56:35
3 high. 12:56:39

4 Q. And -- and who was, what was your source 12:56:39
5 of information for this cost seeming quite high? 12:56:42

6 A. Well, there are several sources, Ramsey, 12:56:46
7 Lindsay Reynolds, Heather Martin. Those were the 12:56:49
8 three primary sources that came back that this was 12:56:55
9 a -- a high price. I don't recall if Sara had 12:56:57
10 commented, but I think she and I had received the 12:57:03
11 information, you know, around relatively at the same 12:57:08
12 time and both agreed that the costs were high. So 12:57:11
13 the answer is yes, it was high. 12:57:15

14 Q. And -- and what other property buyouts for 12:57:18
15 the week were you referring to? 12:57:22

16 A. So we looked at a multitude of -- and when 12:57:24
17 I say properties, it could have been the Mellon 12:57:29
18 Center, it could have been the Fairmont. We had 12:57:33
19 looked at, you know, obviously using additional venue 12:57:36
20 space there. The Willard was a big one that we were 12:57:39
21 trying to look at potentially using some stuff, but 12:57:43
22 most of that space had already been committed to the 12:57:46

1 **RNC. So those are the properties that came to mind** 12:57:49

2 **when I referenced that.** 12:57:52

3 Q. Okay. And at this point in time, is your 12:57:53

4 understanding the purpose of reaching out to the 12:58:01

5 Trump Hotel for event space is to actually have it 12:58:03

6 for official PIC events or for some other purpose? 12:58:07

7 **A. Official PIC events.** 12:58:10

8 Q. And then you wrote, "Second, I'm a bit 12:58:12

9 worried about the optics of PIC paying Trump Hotel a 12:58:19

10 high fee and the media making a big story out of it." 12:58:22

11 Do you see that? 12:58:25

12 **A. I do.** 12:58:26

13 Q. And why was that a concern? 12:58:27

14 **A. Well, for me personally it was a concern** 12:58:31

15 **because I had worked on the campaign and I had seen** 12:58:34

16 **the unbelievable countless times that the media** 12:58:38

17 **wanted to pick apart anything associated with then,** 12:58:42

18 **you know, Mr. Trump as a candidate, and then** 12:58:47

19 **certainly after he's elected, you know, it spiraled** 12:58:49

20 **even, you know, more aggressively where the media was** 12:58:53

21 **looking for anything and everything to attack him on.** 12:58:55

22 **Given my experience in the PR industry, of** 12:58:59

1 course, I mean, the number could've been, you know, 12:59:02
2 minimal and I still would've been concerned from a PR 12:59:05
3 perspective because I had watched, you know, for 12:59:08
4 months as the media had created, you know, false 12:59:10
5 stories and attacks on, you know, the candidate and 12:59:14
6 then, you know, when he was elected president. 12:59:17

7 Q. Beyond those two concerns that you put in 12:59:20
8 this e-mail to Ivanka Trump, did you have any other 12:59:24
9 concerns about the quote of 3.6 million dollars? 12:59:26

10 A. I mean not other than being high. I mean, 12:59:31
11 at this point, you know, again, we're not -- we need 12:59:33
12 to kind of look at nailing down event space, you 12:59:37
13 know, and Stephanie was very aggressive, you know, 12:59:43
14 with the teams to make sure that that happened 12:59:45
15 because she was worried about the timing of the 12:59:48
16 events and -- and how much preparation was going to 12:59:52
17 be needed. So the cost and availability for the -- 12:59:55
18 for -- for all the properties were the most important 13:00:00
19 elements. And then obviously as I looked at the 13:00:03
20 Trump price, again, because of my campaign role, I 13:00:07
21 was very cognizant of the media trying to use it as a 13:00:11
22 tool to attack the president. 13:00:15

1 Q. And so why were you reaching out to Ivanka 13:00:18

2 Trump in connection with this quoted price? 13:00:21

3 A. So, again, in my capacity of serving in 13:00:26

4 the campaign, I was responsible for the convention, 13:00:30

5 for example. We had always attempted to get lower or 13:00:35

6 discounted prices from using people that we knew 13:00:40

7 within the Trump Organization to -- to help us reduce 13:00:45

8 costs. So in this case -- and this is very similar 13:00:50

9 to what I did when I was working on the convention, I 13:00:55

10 reached out to Ivanka in particular because she had 13:00:58

11 put me with Eric Danziger in July -- actually it 13:01:03

12 might have been June, to talk about hotel and venue 13:01:08

13 pricing in Cleveland, Ohio. So this was a natural, 13:01:12

14 you know, experience from that where, when the PIC 13:01:18

15 agreed that 3.6 was high, I said let me reach out to 13:01:23

16 Ivanka, see who she can put us with, in contact with, 13:01:26

17 to get a reduced amount and -- and get some savings. 13:01:30

18 Q. And you wrote in the next to last 13:01:34

19 sentence, "Let me know if you have any thoughts and 13:01:41

20 if we can discuss the best path forward." 13:01:43

21 Did you have any discussions with Ivanka 13:01:48

22 Trump about the subject matter of this e-mail? 13:01:49

1 **A. I did not. Only by e-mail correspondence.** 13:01:52

2 Q. And is that the top chain in this 13:01:58

3 document, the e-mail from Ivanka back to you, cc'ing 13:02:00

4 Mr. Damelin court? 13:02:05

5 **A. Yes --** 13:02:06

6 MR. BLALACK: Are -- wait. 13:02:06

7 THE WITNESS: Oh, sorry. 13:02:08

8 MR. BLALACK: Are you asking is that an 13:02:09

9 example of that or are you asking him about this 13:02:10

10 [inaudible] -- 13:02:15

11 MR. ROCK: Mr. Blalack, I can't hear you. 13:02:15

12 MR. BLALACK: My question was, Jimmy, are 13:02:18

13 you asking if this e-mail communication is his only 13:02:19

14 written communication on this topic with Ivanka Trump 13:02:23

15 or an example? I couldn't tell whether you -- from 13:02:26

16 the form of your question what you're asking. 13:02:29

17 BY MR. ROCK: 13:02:29

18 Q. Yeah. So I -- well, one, I want to know 13:02:32

19 first, Mr. Gates, is -- is the communication you had 13:02:35

20 with her by e-mail the one that appears at the top of 13:02:38

21 this document? 13:02:43

22 **A. This is the e-mail in connection with my** 13:02:45

1 **again, treated as a contribution in kind.** 14:16:22

2 Q. And so -- all right. 14:16:31

3 And then Ms. Wolkoff writes, "In my 14:16:34

4 opinion, the max rental fee" -- sorry, I've got a 14:16:36

5 cold, excuse me. 14:16:41

6 She writes, "In my opinion, the max rental 14:16:44

7 fee should be 85,000 per day," do you see that? 14:16:46

8 **A. I do.** 14:16:52

9 Q. Do you disagree with that statement by 14:16:53

10 Ms. Wolkoff? 14:16:56

11 **A. At the time of reading it, I didn't agree** 14:16:59

12 **or disagree because I didn't think Ms. Wolkoff, based** 14:17:01

13 **on conversations with her, had any indication of what** 14:17:06

14 **the rental fee should be for any venue across** 14:17:11

15 **Washington, D.C.?** 14:17:16

16 Q. And why was that? 14:17:17

17 **A. Because she had little experience in doing** 14:17:21

18 **events in Washington, particularly during** 14:17:23

19 **inaugurations. In fact, she indicated in prior** 14:17:27

20 **conversation that she knew little about D.C., had** 14:17:29

21 **spent very little time here, and certainly didn't** 14:17:34

22 **have a good command of venue space, hotels,** 14:17:36

1 monuments, for that matter. 14:17:42

2 A lot of the initial work that Ms. Wolkoff 14:17:44

3 did was try to go back and get a lot of detailed 14:17:46

4 information from previous inaugurations to help with 14:17:51

5 her learning curve in terms of not only events 14:17:54

6 themselves, the spacing, but also pricing because she 14:17:59

7 didn't have a good command of that, either. 14:18:03

8 Q. Did you respond in any way to Ms. Wolkoff 14:18:15

9 in this e-mail? 14:18:17

10 A. I did. I spoke to her about several 14:18:19

11 topics, this being one of them, in a phone 14:18:24

12 conversation following this e-mail exchange. 14:18:26

13 Q. And tell me about that phone conversation. 14:18:30

14 A. Sure. My recollection is that we were 14:18:33

15 being pressed to confirm another, a number of venue 14:18:37

16 locations. The events at the Trump Hotel, you know, 14:18:41

17 were some of those that we needed to confirm. 14:18:46

18 I asked her if she had any other 14:18:50

19 alternatives that we could use for potential, you 14:18:52

20 know, venue spaces and, at the time, she had 14:18:56

21 indicated that she did not. 14:18:59

22 There were -- there was a discussion about 14:19:02

1 the amount and that she didn't seem to have a 14:19:07
2 complete understanding. She reiterated some of her 14:19:11
3 points about "I don't know D.C., I don't know 14:19:13
4 politics." So based on that conversation and other 14:19:16
5 information from people within PIC about the reduced 14:19:28
6 cost, Ms. Wolkoff was the only one that was in 14:19:31
7 opposition, but she couldn't defend her opposition 14:19:33
8 about the \$85,000 per day. 14:19:37

9 She had no basis or analysis, and she 14:19:39
10 indicated to me in that conversation that she kind of 14:19:41
11 ballparked it based on her knowledge of New York. 14:19:43

12 Q. And you mentioned that based on other 14:19:47
13 information. It sounds like you also discussed the 14:19:50
14 85,000 per day with some other folks?

15 A. Sorry, not 85,000. The reduction from 3.6 14:19:57
16 million to 700,000 for the Trump venue space. 14:20:00

17 Q. Okay. So -- so let's go back to your 14:20:05
18 conversation with Ms. Winston Wolkoff. Is there 14:20:07
19 anything else that the two of you discussed on that 14:20:10
20 conversation? 14:20:12

21 A. Yeah, there were other venues, there were 14:20:14
22 other items that we discussed. To my recollection, 14:20:17

1 **Hargrove, it was a catch-up call just to go over, you** 14:20:25
2 **know, several issues. But the main impetus of the** 14:20:28
3 **call is that we were running out of time to lock down** 14:20:31
4 **venues, so we needed to, you know, get a resolution** 14:20:34
5 **on several venue locations that we were looking at.** 14:20:40

6 Q. Now, on December 17th, had the final 14:20:43
7 decision been made to have the Leadership Luncheon? 14:20:47

8 A. **I don't recall. Again, there was too many** 14:20:54
9 **back and forths. I don't know when the exact date** 14:20:57
10 **that we confirmed the Leadership Luncheon. You'd** 14:21:03
11 **have to -- I'd have to go back and look at other** 14:21:07
12 **e-mails.** 14:21:09

13 Q. And do you recall when this conversation, 14:21:09
14 this telephone conversation with Ms. Winston Wolkoff 14:21:17
15 happened? Was it this evening or the -- was it 14:21:20
16 December 17th? 14:21:23

17 A. **Yeah, my recollection it was December** 14:21:25
18 **17th, very late in the evening, which is typically** 14:21:27
19 **when we had an opportunity to catch up on, kind of en** 14:21:30
20 **masse on several issues.** 14:21:35

21 Q. And had there been a final decision as of 14:21:43
22 December 17th to have the family and friend reception 14:21:46

1 on the evening of January 20th, 2017? 14:21:51

2 **A. There had not been a completely final 14:21:55**

3 **decision, to my recollection. We were still working 14:21:59**

4 **out other issues. There was some scheduling issues 14:22:02**

5 **with the convention balls that evening. So it was 14:22:07**

6 **not finalized, to answer your question. 14:22:16**

7 Q. And on December 17th, did -- the PIC had 14:22:18

8 office space available from the GSA to it, correct? 14:22:24

9 **A. We had office space available, from the 14:22:33**

10 **time that we took possession in November through, I 14:22:35**

11 **think, some point in January. 14:22:38**

12 Q. And on December 17th, the PIC had 14:22:39

13 contracts in place with other hotels where there were 14:22:42

14 hotel room blocks and also event space that had been 14:22:48

15 provided, correct? 14:22:51

16 MR. BLALACK: As of what date? 14:22:53

17 MR. ROCK: December 17th, 2016. 14:22:56

18 MR. BLALACK: No objection. 14:22:58

19 Go ahead. 14:22:59

20 THE WITNESS: The short answer is yes. I 14:22:59

21 don't recall which ones we had contracts with. We 14:23:02

22 certainly had the room block contracts. But with 14:23:04

1 hotels, outside of the Fairmont and I think the 14:23:08

2 Willard, which had already been pre-established by 14:23:13

3 the RNC, their majority of venue spaces were -- were 14:23:15

4 confirmed and we were trying to work out the last 14:23:25

5 remaining few, but I don't have a specific 14:23:28

6 recollection on which ones those might be. 14:23:31

7 BY MR. ROCK: 14:23:36

8 Q. So you had a conversation with Ms. 14:23:36

9 Winston Wolkoff about the e-mail or her 85,000 dollar 14:23:39

10 opinion. Did you have a conversation with Ivanka 14:23:41

11 Trump about, about that? 14:23:46

12 A. About the 85,000? 14:23:50

13 Q. Yes. 14:23:52

14 A. No, I don't recall a conversation with 14:23:53

15 Ms. Trump at all. In fact, as I referenced earlier, 14:23:56

16 I believe it was only e-mail communication and there 14:24:02

17 were never any e-mail communications about an 14:24:05

18 85,000-dollar fee specifically. 14:24:07

19 Q. You were also talking by phone with Ivanka 14:24:11

20 Trump around December 17th in this time, general time 14:24:16

21 period? 14:24:21

22 A. I could have. Do you have an e-mail or -- 14:24:26

1 Q. I'm just asking for your recollection, 14:24:30

2 Mr. Gates. 14:24:33

3 A. My recollection is I talked to her in 14:24:34

4 regards to a -- a bigger, broader meeting to go 14:24:36

5 through different events and logistics on when they 14:24:43

6 would need to be down in D.C. I don't recall having 14:24:47

7 any specific conversation with her individually. 14:24:53

8 Q. And you don't recall her responding to 14:24:56

9 this e-mail, the one from Ms. Winston Wolkoff? 14:25:00

10 A. I don't recall -- I'm trying to remember 14:25:05

11 if it was in the context of another e-mail. To my 14:25:14

12 recollection, I don't. If you have it, I'm happy 14:25:18

13 look at it and refresh my memory. 14:25:21

14 Q. And Sara Armstrong, did you have any 14:25:23

15 conversations with Ms. Armstrong about Ms. Winston 14:25:26

16 Wolkoff's opinion that 85,000 should be the -- the 14:25:29

17 max rental fee? 14:25:32

18 A. Yes. I recall having, again, not 14:25:33

19 specifically the 85,000, but it was the reduction 14:25:36

20 from 3.6 million to 700,000. 14:25:40

21 Based on a host of conversations with 14:25:45

22 individuals inside PIC that had been on the original 14:25:49

1 correspondence about the 3.6 million number, the 14:25:52
2 collective opinion was that the 3.6 to 700,000 was a 14:25:57
3 substantial savings of about 60 percent. And I 14:26:04
4 recall Mrs. Martin indicating that was much more in 14:26:08
5 line with some of the other venue spaces, and the one 14:26:12
6 I recollect is the Willard, where the PIC was 14:26:15
7 actually paying more than it would've at the Trump 14:26:17
8 Hotel. 14:26:23

9 Q. And is the -- Ms. Martin, that's Heather 14:26:24
10 Martin? 14:26:28

11 A. It is, yes. 14:26:29

12 Q. And did she express that opinion to you by 14:26:30
13 e-mail, telephone? 14:26:35

14 A. Oh, no, my recollection, it was a 14:26:38
15 conversation in the context of also looking at other 14:26:40
16 budget numbers. That e-mail came through from 14:26:45
17 Mr. Damelin court and it was circulated to other 14:26:51
18 people that were aware that the significant reduction 14:26:53
19 had been offered, so we had to discuss it to 14:26:57
20 determine whether or not we were going to move 14:26:59
21 forward with a venue contract for the Trump Hotel. 14:27:03

22 Q. So it sounds like there were some 14:27:06

1 discussions about, that you were involved with with 14:27:09

2 other PIC employees about the -- Mr. Damelincourt's 14:27:13

3 lowered number. Do you recall when those happened? 14:27:21

4 **A. I mean, it was very shortly after the 14:27:27**

5 **e-mail from Mr. Damelincourt came through because the 14:27:29**

6 **people that were involved in that original e-mail 14:27:35**

7 **chain were now made aware that the price was reduced 14:27:38**

8 **from 3.6 to \$700,000. 14:27:43**

9 **Q. And were -- were any of those 14:27:47**

10 communications -- well, let me start that question 14:27:48

11 over. 14:27:52

12 Were any of those discussions in writing? 14:27:52

13 **A. To my recollection, I don't know. If 14:27:57**

14 **somebody has an e-mail, that's -- and you can refresh 14:28:03**

15 **my memory. But I don't recall them necessarily being 14:28:07**

16 **in writing because Mr. Damelincourt had already put 14:28:10**

17 **it in writing. 14:28:13**

18 **Q. And is what you're remembering, the 14:28:15**

19 discussion with other PIC employees, was this like a 14:28:19

20 group meeting or was this sort of more ad hoc, people 14:28:22

21 are, people are calling each other? 14:28:25

22 **A. My recollection, it was ad hoc because, 14:28:27**

1 again, these are conversations that multiple people 14:28:29
2 are having at different phases. In my case and 14:28:32
3 specific to the ones that I had, it was in relation 14:28:35
4 to different venues. This was one and, you know, 14:28:37
5 specifically Ms. Armstrong, because I worked closely 14:28:42
6 with her, Ms. Martin because of budget, were the two 14:28:45
7 that I recall having conversations with about the 14:28:48
8 substantial savings that we were able to get by, you 14:28:52
9 know, negotiating with Mr. Damelin court. 14:28:56

10 Q. And you said that there was a need around 14:29:03
11 this time period, December 17th, to lock down event 14:29:06
12 space. And what do you mean by "lockdown"? 14:29:10

13 A. Sure. Confirming the space. So up to 14:29:16
14 this point, we had a number of venues that we had had 14:29:19
15 discussions with, but until a contract is finalized, 14:29:22
16 then we didn't actually have that event space 14:29:27
17 confirmed and, again, there were so many logistical 14:29:30
18 issues, just with the idea of confirming a space. So 14:29:34
19 you had to print invitations, we had to get the right 14:29:38
20 wording, so, of course, location was obviously a key 14:29:41
21 factor in being able to get those. 14:29:44

22 So the idea of locking down a space, you 14:29:48

1 **have to think of it, it wasn't just about that** 14:29:51
2 **single, you know, event occurring. You had to think** 14:29:54
3 **about everything that went into that event because** 14:29:56
4 **everything hinged on when the venue was actually** 14:29:59
5 **confirmed. And the closer we got to January, that** 14:30:04
6 **meant the less time that we had to accomplish** 14:30:06
7 **everything else that was associated with a particular** 14:30:08
8 **event.** 14:30:11

9 Q. And by "locked down," you mean sign a 14:30:11
10 contract for the space? 14:30:17

11 **A. Yes. Confirmed contract.** 14:30:18

12 Q. Okay. Mr. Gates, I'm gonna share with you 14:30:21
13 what has been marked as Plaintiff's 52 in these 14:30:57
14 depositions. And this is a two-page e-mail exchange. 14:31:05
15 So if you can take a moment to read it and I'm gonna 14:31:19
16 start. So Plaintiff's 52 is Bates numbered PIC-DCAG 14:31:24
17 6701 and 6702. I'm going to actually start talking
18 to you about the e-mail exchange on the bottom of the 14:31:33
19 second page and then we're gonna walk through this. 14:31:36
20 So if you could just read the whole thing and let me 14:31:40
21 know when you're ready. 14:31:42

22 **A. Okay.** 14:32:27

1 event-space rental? 14:42:58

2 **A. That is correct, except for one exception.** 14:43:02

3 **And I recall this because at the time, we were still** 14:43:06

4 **going back and forth on the reception on inauguration** 14:43:10

5 **night, and so that was not included in this e-mail** 14:43:16

6 **but it will be included as we move forward. He had** 14:43:20

7 **just forgotten to put it on there.** 14:43:23

8 **Oh, sorry, it's --** 14:43:34

9 MR. BLALACK: Go ahead, Jimmy. 14:43:34

10 BY MR. ROCK: 14:43:37

11 Q. Yeah. So let's now go to, you have to go 14:43:37

12 back now to the second page of Plaintiff's 52 and 14:43:40

13 let's look at the bottom half of Mr. Damelincourt's 14:43:43

14 e-mail. 14:43:45

15 **A. Oh, sorry, it was cut off from the e-mail,** 14:43:56

16 **so it is on the -- it is on the e-mail from** 14:43:59

17 **Mr. Damelincourt.** 14:44:02

18 Q. Yeah. 14:44:04

19 **A. Okay.** 14:44:05

20 Q. So it looks like that Mr. Damelincourt 14:44:06

21 still has the correct understanding of what you and 14:44:07

22 he agreed on as to the financial terms for the event 14:44:12

1 space, right? 14:44:16

2 **A. Yes. This looks accurate on the venue 14:44:18**

3 **space, that's correct. 14:44:21**

4 Q. And then Mr. Damelin court writes under the 14:44:24

5 financial terms for the event space, "Patricia...Rick 14:44:28

6 and his team have enough demand for all the guest 14:44:33

7 rooms," do you see that? 14:44:36

8 **A. I do. 14:44:38**

9 Q. And that's because you and 14:44:39

10 Mr. Damelin court that discussed the fact that the PIC 14:44:46

11 had enough demand for all the guest rooms, right? 14:44:48

12 **A. My recollection is that we had a number of 14:44:52**

13 **individuals that had approached PIC expressing 14:44:57**

14 **interest in those rooms. So we didn't know at this 14:45:05**

15 **stage whether or not the family was still gonna stay 14:45:08**

16 **there. But there was a -- the idea that if the 14:45:10**

17 **family were to vacate the hotel that the Trump Hotel 14:45:15**

18 **was very interested in finding individuals to secure 14:45:23**

19 **those rooms. I had indicated at different points to 14:45:26**

20 **Mickael that we had donors and other people that had 14:45:31**

21 **requested rooms, some we had passed on to the hotel 14:45:36**

22 **already, some, you know, as I said earlier, Ms. Wood 14:45:40**

1 **Organization.** 14:46:57

2 **But remember, at this stage, no rooms are** 14:46:57

3 **being blocked because they don't -- we don't know and** 14:46:59

4 **the hotel does not know whether or not the family is** 14:47:01

5 **going to remain at the hotel or move to the Blair** 14:47:04

6 **House.** 14:47:09

7 Q. So the president and his family ended up 14:47:09

8 staying at Blair House, right? 14:47:13

9 A. **Again, yes and no. For the night before** 14:47:16

10 **the inauguration day, the president-elect and his** 14:47:21

11 **family stayed at the house. Members of the family** 14:47:26

12 **came down and stayed at different intervals in the** 14:47:29

13 **Trump Hotel prior to inauguration eve.** 14:47:33

14 Q. And you say they stayed at the Trump 14:47:40

15 Hotel. Did members of the Trump family stay at any 14:47:43

16 other hotels in that time period -- 14:47:45

17 MR. BLALACK: Object to the foundation. 14:47:47

18 MR. ROCK: -- that you're aware of? 14:47:50

19 THE WITNESS: Not that I'm aware of, but I 14:47:52

20 don't know for certain. 14:47:53

21 BY MR. ROCK: 14:47:55

22 Q. Okay. And did Mr. Damelincourt, on 14:47:56

1 December 23rd, December 22nd, ask you on behalf of 14:48:00
2 the PIC to agree to a formal contract to fill guest 14:48:08
3 rooms? 14:48:16

4 **A. No. To my recollection, there was never 14:48:18**
5 **any agreement, any contract or anything of that 14:48:21**
6 **nature that would commit the inaugural committee to 14:48:24**
7 **any block of rooms. In fact, we already had blocks 14:48:28**
8 **of rooms, you know, based in other hotels. But what 14:48:32**
9 **we did have and what I communicated to 14:48:37**
10 **Mr. Damelin court is that, you know, beginning in 14:48:40**
11 **November, we had individuals that reached out to us 14:48:42**
12 **and individuals that reached out to the RNC directly, 14:48:45**
13 **requesting to stay at the Trump Hotel but they had no 14:48:49**
14 **ability to access the hotel. I indicated to, you 14:48:53**
15 **know, our team, the PIC team, that we didn't have 14:48:57**
16 **access to the -- the rooms but that we would 14:49:01**
17 **certainly submit their names to the hotel for 14:49:04**
18 **consideration, you know, at various points throughout 14:49:07**
19 **the entire inauguration. 14:49:09**

20 **Q. And -- and so let me, let me try my 14:49:12**
21 **question again, which is on December 22nd or 23rd, 14:49:16**
22 **did Mr. Damelin court ask you on behalf of the PIC to 14:49:21**

1 marked before as Plaintiff's 49. 15:23:40

2 And so, Mr. Gates, Plaintiff's 49 is a 15:24:08

3 two-page e-mail. The second page is just the end of 15:24:10

4 a signature block, so I'm going to ask you about the 15:24:18

5 two exchanges on the first page of this. 15:24:21

6 MR. BLALACK: Go down to the bottom 15:24:34

7 [inaudible] -- this is it. 15:24:34

8 THE WITNESS: Sorry, Jimmy, it's one page? 15:24:37

9 MR. ROCK: It's -- it's -- there is a 15:24:39

10 second page. There's nothing of substance. There's 15:24:40

11 a couple of carets and a line about the Trump Hotel 15:24:45

12 Forbes ranking. 15:24:49

13 THE WITNESS: Okay. 15:24:53

14 BY MR. ROCK: 15:24:59

15 Q. So the lower chain on this -- a January 15:24:59

16 3rd, 2017 e-mail, 3:34 p.m., from you to Mickael 15:25:04

17 Damelincourt. 15:25:11

18 I'm sorry. The lower chain is a January 15:25:11

19 3rd, 3:18 p.m. e-mail from Mickael Damelincourt to 15:25:18

20 you, where he writes, "Rick, just heard that the 15:25:22

21 Friday night reception's been cancelled. Is it 15:25:25

22 accurate? Tough on us if it is as it was a lot of 15:25:28

1 revenue for 1250 people." 15:25:32

2 Do you see that? 15:25:35

3 **A. I do.** 15:25:36

4 **Q.** And I mean is this, is this accurate that 15:25:39

5 as of January 3rd that event had been cancelled? 15:25:41

6 **A. At that point in time, based on this, it** 15:25:44

7 **appears so. But as I said earlier, it flip-flopped a** 15:25:48

8 **number of times and ultimately took place.** 15:25:53

9 **Q.** And do you recall why it was cancelled -- 15:26:00

10 **A. Yeah.** 15:26:05

11 **Q.** -- around January 3rd? 15:26:06

12 **A. Again, initially based on the logistics of** 15:26:09

13 **the convention balls. And my recollection at this** 15:26:12

14 **time is we were looking at multiple balls in** 15:26:17

15 **different parts of the city. And so the event was** 15:26:19

16 **going to be with the president and the -- the number** 15:26:24

17 **of balls that we were looking at at that point in** 15:26:30

18 **time was expanding, so he was not going to be able to** 15:26:33

19 **make this event, he was going to have to go to the** 15:26:37

20 **balls, instead, which we felt were a greater** 15:26:39

21 **priority, and so we were going to have to cancel this** 15:26:42

22 **event.** 15:26:45

1 Q. Now, it sounds like that there's some 15:26:47
2 uncertainty on the PIC's part as of January 3rd 15:26:51
3 whether the president-elect is going to be staying at 15:26:55
4 Blair House the night -- is he going to be staying at 15:26:57
5 the hotel during the inauguration or at Blair House, 15:27:02
6 is that right? 15:27:06

7 A. Yeah, January 3rd, I believe we still had 15:27:06
8 not made a decision on the Blair House, that's 15:27:10
9 correct. 15:27:13

10 Q. Okay. And was there ever an expectation 15:27:13
11 that the president-elect was going to be at the hotel 15:27:17
12 the night of January 20th? 15:27:20

13 A. Well, yeah, at that time he was president. 15:27:22
14 But yes, there was an expectation and it had been 15:27:25
15 planned in his honor. 15:27:28

16 Q. Okay. But eventually it was clear that 15:27:29
17 wasn't going to happen, since he wasn't going to be 15:27:33
18 there on January 20th, right? 15:27:35

19 A. Again, on January 3rd at that point, based 15:27:37
20 on the scheduling conflicts, we had made a decision 15:27:40
21 that he was not going to be able to be there for that 15:27:43
22 reception event at the hotel. 15:27:49

1 Q. Was the vice president-elect at the 15:30:11

2 Leadership Luncheon? 15:30:14

3 **A. I don't recall.** 15:30:15

4 Q. And Melania Trump would have an official 15:30:26

5 position in the government after January 20th, right, 15:30:29

6 she'd be First Lady? 15:30:31

7 **A. After January 20th --** 15:30:33

8 MR. BLALACK: Wait one second. 15:30:36

9 Object to the form of the question. 15:30:38

10 Go ahead. 15:30:40

11 THE WITNESS: After January 20th, she had 15:30:41

12 a role. Up until then, she did not. 15:30:42

13 BY MR. ROCK: 15:30:42

14 Q. The same thing with the president. Before 15:30:49

15 January 20th, he's the president-elect, becomes 15:30:50

16 president on January 20th. Is that right? 15:30:54

17 **A. In terms of when he becomes president?** 15:30:59

18 **Yes, he became president on January 20th.** 15:31:01

19 Q. Okay. So -- and then you write to 15:31:03

20 Mr. Damelincourt, "If not an actual inaugural event, 15:31:06

21 we're looking at some sort of small event for the 15:31:09

22 hotel guests." 15:31:11

1 Do you see that? 15:31:13

2 **A. I do.** 15:31:13

3 Q. And then you say, "We can discuss further 15:31:15
4 this evening. Thanks." 15:31:20

5 **A. Yes.** 15:31:22

6 Q. Did you have it in your mind that there 15:31:22
7 could be some sort of small event for the hotel 15:31:27
8 guests and the PIC would pay for it? 15:31:29

9 **A. What we had discussed is an alternative if 15:31:33
10 the president, at that time, was not going to attend 15:31:38
11 to continue doing the event because we had advertised 15:31:42
12 it as part of the high-level donor packages and it 15:31:47
13 was a -- it was already in, to some extent, a small 15:31:51
14 event, you know, it was going to be between a 15:31:58
15 thousand, 1200 people. So the idea behind it was to 15:32:00
16 do, you know, based on Mrs. Wolkoff's recommendation, 15:32:03
17 a honor tribute to the president's inauguration that 15:32:07
18 day and to have close family, friends of the 15:32:13
19 president, the vice president, their families and 15:32:18
20 other donors at the event. 15:32:21**

21 **So if the president were not able to 15:32:24
22 attend, the hope was that we could attempt to have 15:32:25**

1 **some sort of event for all of those people that had** 15:32:30

2 **already been planned as part of it.** 15:32:33

3 Q. And so when you wrote "some sort of small 15:32:37

4 event for the hotel guests," were you trying to 15:32:40

5 express there that those were high-end donors? I'm 15:32:46

6 just, I'm confused by your last response. 15:32:50

7 A. **Sure. In terms of the hotel guests, it** 15:32:53

8 **was more broad. It was more for people that were** 15:32:55

9 **associated with what we called the friends and family** 15:32:59

10 **silos. And that is something that has been used, you** 15:33:04

11 **know, in various inaugurations, we used it at the** 15:33:09

12 **convention.** 15:33:12

13 **It's more of close friends and family of** 15:33:12

14 **the principals and individuals, extended family** 15:33:14

15 **members and donors, as well.** 15:33:20

16 Q. Okay. And -- and you characterized a 15:33:22

17 small event for the hotel guests. What did you have 15:33:38

18 in mind when you said a "small event"? 15:33:40

19 MR. BLALACK: Object to form, asked and 15:33:43

20 answered. 15:33:44

21 THE WITNESS: In terms of the event that 15:33:45

22 Ms. Wolkoff recommended, we had initially discussed 15:33:48

1 two options, one was actually doing something in the 15:33:50
2 ballroom, which would have enabled us to expand 15:33:53
3 capacity. But the thinking was that we would do it 15:33:57
4 in the lobby or atrium because of, you know, its 15:34:01
5 uniqueness, its beauty, the newness and everything 15:34:05
6 that we've talked about before. And so as a result 15:34:09
7 of that the number had to be significantly reduced. 15:34:13

8 So we were able to kind of look at the 15:34:16
9 friends and family circle and high-donor level and 15:34:18
10 make that, you know, to some extent for some of those 15:34:22
11 donors an added benefit, but also to include the 15:34:25
12 president's and the vice president's family and 15:34:30
13 extended family and friends. 15:34:32

14 BY MR. ROCK: 15:34:35

15 Q. And you said that the -- this event had 15:34:35
16 already been advertised on -- to the high-donor 15:34:37
17 package, is that right? 15:34:41

18 **A. It's my recollection that we certainly 15:34:42**
19 **advertised it. I don't recall specifically if it's 15:34:46**
20 **on the form, I'd have to go back and look at the 15:34:50**
21 **donor packages. But it was part of the idea to 15:34:52**
22 **encourage, you know, people to participate in that 15:34:58**

1 As I said earlier, we passed names on to 15:41:59
2 the hotel people who were interested in staying at 15:42:02
3 the hotel, but I had no visibility into understanding 15:42:06
4 whether the individuals that stayed at the hotel were 15:42:08
5 friends, family or another category. That wasn't our 15:42:10
6 responsibility at that stage. 15:42:13

7 Q. Was it your understanding it was in the 15:42:15
8 Trump Organization's responsibility to designate who 15:42:19
9 was on that list? 15:42:22

10 MR. BLALACK: Wait, wait a minute. Which 15:42:23
11 list are we talking about? We have several lists 15:42:25
12 we've been referring to. 15:42:27

13 BY MR. ROCK: 15:42:27

14 Q. So Mr. Gates, I've only heard you talk 15:42:28
15 about a friends and family list, so -- 15:42:30

16 MR. BLALACK: Well -- 15:42:32

17 MR. ROCK: -- is it your understanding 15:42:33
18 that the Trump Organization had an ability to 15:42:34
19 designate who was on the friends and family list? 15:42:36

20 MR. BLALACK: If we're referring to -- are 15:42:41
21 you referring to the friends and family list that the 15:42:43
22 PIC maintained as a -- an official friends and family 15:42:45

1 list, or are you referring to something else? 15:42:49

2 MR. ROCK: Mr. Gates, you can answer my 15:42:55

3 question, if you understand it. 15:42:57

4 THE WITNESS: Yes. 15:42:57

5 MR. BLALACK: If you know what he's 15:42:59

6 talking about. 15:43:00

7 THE WITNESS: So there was no friends and 15:43:01

8 family list to the hotel, is my understanding. They 15:43:02

9 had a hotel list. The friends and family list was 15:43:05

10 specific to the inaugural committee based on all of 15:43:08

11 the events across inaugural week. 15:43:11

12 BY MR. ROCK: 15:43:15

13 Q. And who was able to tell the PIC "put this 15:43:16

14 person on the friends and family list"? 15:43:21

15 **A. Several people. Either of the principals'** 15:43:26

16 **staff. So president-elect, vice president-elect,** 15:43:33

17 **their spouses, their family members, certain people** 15:43:37

18 **at the RNC. The Trump Org could identify people.** 15:43:41

19 **But those, those were usually included by the** 15:43:48

20 **president, vice president's, you know, team. So** 15:43:51

21 **outside of kind of the key principals there,** 15:43:54

22 **Mr. Barrack could have put people on that list. I** 15:43:58

1 was able to put people on that list. Sara Armstrong 15:44:01

2 was able to put people on that list. 15:44:05

3 So, again, it related to kind of that 15:44:07

4 inner group, if you will, of friends and family and 15:44:10

5 kind of extended donors. And that's why I said the 15:44:14

6 RNC could put people on that list, as well, based on 15:44:18

7 how we had identified that event. But it had to be 15:44:22

8 capped, I think at in the end 12 -- no more than 15:44:26

9 1200, might have been a little less.

10 Q. Did you go to the event the night of 15:44:33

11 January 20th? 15:44:36

12 A. I did. 15:44:38

13 Q. And do you recall if you got an invitation 15:44:39

14 for the event? 15:44:43

15 A. Well, given my role, I didn't get an 15:44:46

16 invitation for anything because I think I had every 15:44:50

17 credential in the world that was known to man, so I 15:44:52

18 didn't need a ticket. I do know a credential was 15:44:55

19 made, but I don't know the distribution process for 15:44:57

20 that in its entirety, but there was a credential for 15:45:05

21 it. 15:45:10

22 Q. And when you say there was a credential, 15:45:12

1 you mean like plastic lanyard, something else? 15:45:14

2 **A. No, it was -- to my recollection, it was a** 15:45:19

3 **circle, a laminated circular credential with a** 15:45:21

4 **lanyard on it.** 15:45:27

5 MR. ROCK: I think I'm -- give me one 15:45:50

6 second here. 15:45:52

7 So I'm gonna show you what we're going to 15:46:12

8 mark as Plaintiff's 72. This is a two-page document, 15:46:21

9 Bates number DCAG 419 to 420. 15:46:54

10 (Plaintiff deposition Exhibit Number 72 15:46:54

11 was marked for identification and attached to the 15:46:54

12 transcript.) 15:46:54

13 BY MR. ROCK: 15:46:54

14 Q. Mr. Gates, if you would take a look at it. 15:47:06

15 This is not a great image because of how it was 15:47:07

16 produced to us, so you're not going to be able to see 15:47:09

17 what, if there's an image that's missing. I was 15:47:12

18 going to ask you about the text on the bottom of the 15:47:15

19 first page. And then there is a second page that's a 15:47:17

20 black box, it's difficult to read, so let me know 15:47:23

21 when you've had a chance to review that. 15:47:26

22 **A. So the text you're referring to starts** 15:47:28

1 **A. I don't remember the specific amount, but** 16:38:49
2 **yes, I remember a contract. But I believe it was** 16:38:53
3 **forwarded to me by Mrs. Martin and I forwarded it on** 16:38:56
4 **to Mr. Ammerman.** 16:39:01

5 Q. Okay. And did you -- do you know anything 16:39:03
6 about who was staying at the Loew's Madison under 16:39:11
7 that contract? 16:39:14

8 **A. At the time of the collection notice, No,** 16:39:19
9 **I did not have any knowledge of who was at the Loew's** 16:39:24
10 **Hotel or the property itself in terms of the** 16:39:28
11 **contract.** 16:39:33

12 Q. As you're sitting here today, do you know 16:39:36
13 who was staying in those hotel rooms? 16:39:37

14 MR. BLALACK: You mean did he subsequently 16:39:40
15 learn information about that? 16:39:43

16 MR. ROCK: Yes. 16:39:44

17 THE WITNESS: Yes. As part of the effort 16:39:45
18 to obtain information since our inaugural committee 16:39:47
19 did not have knowledge of this, I reached out to the 16:39:51
20 hotel, spoke with an individual in the reservations 16:39:57
21 department, and she provided me with some background 16:40:02
22 information on the hotel contract and who was staying 16:40:06

1 there. 16:40:11

2 BY MR. ROCK: 16:40:13

3 Q. And what, what were you told by the hotel? 16:40:13

4 **A. I was told that there was an outstanding** 16:40:17

5 **invoice that needed to be paid, it was for a number** 16:40:21

6 **of rooms that I don't specifically recall, but it was** 16:40:27

7 **in the ballpark, I think, of eight to 12 rooms for** 16:40:29

8 **the duration of the inauguration, meaning all the** 16:40:33

9 **hotels at that time had, I think, a four-night** 16:40:38

10 **minimum. So it was that number of rooms times the** 16:40:41

11 **four nights for each room.** 16:40:44

12 **And then I was told that the individuals** 16:40:45

13 **in the room -- I think I had asked for a confirmation** 16:40:52

14 **of the individuals and, if I recall, I think** 16:40:56

15 **something was either sent or e-mailed to me that kind** 16:40:58

16 **of reflected both the -- another copy of the invoice** 16:41:03

17 **and a summary of who stayed in the individual rooms.** 16:41:06

18 Q. And do you recall who actually was staying 16:41:14

19 in those rooms? 16:41:15

20 **A. I don't recall precisely. I know that** 16:41:27

21 **there were individuals associated with PIC, PIC** 16:41:30

22 **donations, but I don't know the individuals, you** 16:41:32

1 **know, personally.** 16:41:34

2 Q. And as you're sitting here today, do you 16:41:35

3 actually know who was staying in those rooms? 16:41:36

4 **A. I do not, not by name.** 16:41:38

5 Q. Do you know if they were employees of the 16:41:41

6 PIC? 16:41:47

7 MR. BLALACK: Object to form, asked and 16:41:51

8 answered. 16:41:52

9 THE WITNESS: My belief is that they were 16:41:53

10 not members of the PIC, simply because we had 16:41:54

11 allocated the hotels to PIC staff through our hotels 16:42:02

12 department, and this, again, came in and nobody had 16:42:06

13 any knowledge of the -- the contract or who was 16:42:10

14 staying in the rooms. 16:42:13

15 BY MR. ROCK: 16:42:16

16 Q. The PIC ended up paying that invoice, 16:42:16

17 right? 16:42:19

18 **A. Yes, correct. In the end, the PIC paid** 16:42:19

19 **the invoice.** 16:42:22

20 Q. Do you know why the PIC paid that invoice? 16:42:23

21 **A. It was my understanding and recollection** 16:42:26

22 **that it was because the individual who I learned that** 16:42:29

1 **booked the rooms was in fact on the PIC vice finance** 16:42:34
2 **committee and it was determined to go ahead and make** 16:42:41
3 **that payment because we didn't want the information** 16:42:45
4 **to hit a collection agency, so we wanted to take care** 16:42:49
5 **of the issue right away.** 16:42:52

6 Q. And was -- who was that individual that 16:42:56
7 made the reservation? 16:42:58

8 A. **I don't know who made the hotel** 16:43:01
9 **reservations. The point of contact on that contract** 16:43:04
10 **was a gentleman by the name of Gentry Beach.** 16:43:09

11 Q. And who's Mr. Beach? 16:43:13

12 A. **Mr. Beach is an individual I had** 16:43:15
13 **encountered at the tail end of the campaign in 2016.** 16:43:19
14 **It was my understanding at that time that he was the** 16:43:22
15 **chief of staff for Donald Trump, Jr.** 16:43:26

16 Q. And was he also -- I mean, do you know one 16:43:30
17 way or another, is he also a friend of Donald Trump, 16:43:37
18 Jr.? 16:43:40

19 MR. BLALACK: Objection, foundation. 16:43:41

20 Go ahead. 16:43:43

21 THE WITNESS: It was my understanding that 16:43:43
22 he was a friend of Donald Trump, Jr.'s, prior to the 16:43:45

1 campaign, I believe they had gone to school together 16:43:50

2 at some point. 16:43:53

3 BY MR. ROCK: 16:43:55

4 Q. And did you ever -- it sounds like he was 16:43:55

5 at some point affiliated with the PIC, I think you 16:44:00

6 said he had a title. What was that title? 16:44:04

7 **A. Well, he was on the finance committee. So** 16:44:06

8 **he was one of the vice chairs, along with Roy Bailey.** 16:44:10

9 Q. And did you reach out to Mr. Beach and -- 16:44:18

10 when you became aware of this issue and ask him 16:44:22

11 what's going on with this? 16:44:24

12 **A. Yes. After contacting the hotel, I called** 16:44:25

13 **and asked Mr. Beach for additional information and** 16:44:28

14 **context on that specific contract.** 16:44:33

15 Q. And what did Mr. Beach tell you? 16:44:36

16 **A. Mr. Beach indicated that the rooms were** 16:44:38

17 **for individuals that had been donors to PIC and the** 16:44:42

18 **PIC celebration.** 16:44:48

19 Q. Did he say what donors? 16:44:51

20 **A. He did not give me a list or indicate by** 16:44:54

21 **name the names of the donors.** 16:44:56

22 Q. And did you ask Mr. Beach why he made this 16:44:59

1 reservation for these individuals? 16:45:04

2 **A. I did, I asked him why this had not gone** 16:45:07

3 **through our hotel department. He indicated to me at** 16:45:11

4 **the time, as I recall, that he was unaware of that** 16:45:14

5 **process and had apologized for not following or** 16:45:17

6 **providing information to PIC on that issue.** 16:45:23

7 Q. And did he explain why he thought the PIC 16:45:28

8 should be paying for these particular hotel rooms? 16:45:30

9 **A. He did.** 16:45:35

10 Q. And -- and what was his explanation? 16:45:36

11 **A. His explanation was that they were donors** 16:45:39

12 **to PIC and that they should, therefore, you know, the** 16:45:42

13 **hotel bill should be paid by PIC.** 16:45:46

14 Q. And did that seem right to you? 16:45:50

15 MR. BLALACK: Objection, foundation, form. 16:45:53

16 THE WITNESS: I wasn't tasked with 16:45:55

17 deciding whether it was right or not. My job was to 16:45:57

18 get the background information and provide as much of 16:46:00

19 that detail to individuals within PIC, including, you 16:46:03

20 know, Ms. Martin, Ms. Armstrong and Mr. Ammerman. 16:46:09

21 BY MR. ROCK: 16:46:12

22 Q. And did you provide whatever information 16:46:12

1 Mr. Beach told you to Ms. Martin, Mr. Ammerman and 16:46:18

2 Ms. Armstrong? 16:46:23

3 **A. Yeah. Specifically I recall providing it 16:46:25**

4 **to Ms. Martin and Mr. Ammerman. I did so verbally, I 16:46:29**

5 **believe, to Mrs. Armstrong at some point, near or 16:46:33**

6 **shortly thereafter communicating it to Mr. Ammerman 16:46:36**

7 **and Ms. Martin. 16:46:40**

8 Q. So you didn't send them an e-mail with any 16:46:42

9 of this information? 16:46:46

10 **A. Not to my recollection. 16:46:47**

11 Q. And did -- did you take any notes when you 16:46:50

12 were talking to Mr. -- Mr. Beach? 16:46:53

13 **A. I did not take any notes with Mr. Beach. 16:46:56**

14 **I do recall sending the information from the hotel on 16:47:02**

15 **to Mrs. Martin and Ms. -- Mr. Ammerman, I believe. 16:47:04**

16 Q. Okay. Did Mr. Beach tell you anything 16:47:10

17 else during this phone call that you haven't 16:47:14

18 mentioned to me? 16:47:17

19 **A. I mean, not that I recall. If you have 16:47:22**

20 **additional information to refresh my memory, that 16:47:25**

21 **would be fine. 16:47:27**

22 Q. Yeah, I don't. I'm just wondering if 16:47:28

1 there's anything I haven't, have not asked you about 16:47:30

2 that Mr. Beach told you -- 16:47:35

3 **A. I might --** 16:47:35

4 **Q. -- that you remember.** 16:47:37

5 **A. No. My outreach to Mr. Beach was to get** 16:47:38

6 **as much background information from him and to** 16:47:43

7 **compare it with the information I had received from** 16:47:45

8 **the hotel so that I could give Mr. Ammerman and** 16:47:47

9 **Ms. Martin a kind of complete report.** 16:47:51

10 **Q. And are you aware of other instances where** 16:47:54

11 **the PIC was paying for donors' hotel rooms?** 16:47:58

12 **A. PIC was paying for donor -- well, to some** 16:48:06

13 **extent, there were multiple donors where PIC had paid** 16:48:10

14 **for the rooms because it was part of their donor** 16:48:15

15 **package. I don't have the complete list, but there** 16:48:18

16 **were almost instances where if you donated at a** 16:48:22

17 **certain level that, you know, hotel rooms were** 16:48:28

18 **included.** 16:48:32

19 **Again, I don't know how many or which, but** 16:48:34

20 **it was, it was across the hotels that we had, you** 16:48:36

21 **know, throughout the city.** 16:48:41

22 **Q. The Loews Madison wasn't one of those** 16:48:45

1 hotels? 16:48:47

2 **A. To my recollection, it was not.** 16:48:48

3 Q. And do you know, did Mr. Beach tell you if 16:48:52
4 these particular donors had that type of package? 16:48:57

5 **A. He did not, and so I passed the** 16:49:00
6 **information on. I don't recall if Ms. Martin looked** 16:49:02
7 **at the individual names of those donors. But I did** 16:49:06
8 **not. Just in receiving the information from the** 16:49:10
9 **hotel, I did not recognize the names of the donors,** 16:49:14
10 **but I didn't recognize the names of lots of donors.** 16:49:17

11 Q. It sounds like you actually got the 16:49:21
12 invoice from the Loews for the stays, right? 16:49:25

13 **A. Correct. It was the invoice and then also** 16:49:30
14 **kind of the listing of the individuals' names that** 16:49:33
15 **were staying at the hotel.** 16:49:38

16 Q. And Lindsay Santoro was Donald Trump, 16:49:42
17 Jr.'s executive assistant at the Trump Organization? 16:49:48

18 **A. At that time, yes.** 16:49:52

19 Q. At that time, meaning December 2016 that 16:49:53
20 was her, her role? 16:49:58

21 **A. December -- yeah, December 2016** 16:50:01
22 **definitely. She left at some point in 2017, I don't** 16:50:04

1	president to pardon you?	16:53:07
2	A. Not to my knowledge.	16:53:08
3	MR. ROCK: I don't, I don't have any	16:53:13
4	further questions.	16:53:14
5	Thank you, Mr. Gates.	16:53:14
6	THE WITNESS: Thanks very much.	16:53:17
7	MR. BLALACK: Wait one second, you're not	16:53:18
8	done.	16:53:20
9	Rebecca, do you have any questions for the	16:53:21
10	witness?	16:53:23
11	MS. WOODS: I do not have any questions.	16:53:24
12	MR. BLALACK: Okay. I have just a few	16:53:28
13	follow-ups for you, Mr. Gates, just because I want to	16:53:29
14	clarify the record.	16:53:33
15	EXAMINATION BY COUNSEL FOR	16:53:33
16	THE PRESIDENTIAL INAUGURAL COMMITTEE	16:53:33
17	and THE WITNESS	16:53:34
18	BY MR. BLALACK:	16:53:34
19	Q. First of all for the record, my name is	16:53:35
20	Lee Blalack, I am a lawyer representing the	16:53:37
21	Defendants, the Presidential Inaugural Committee.	16:53:42
22	I'm also representing you in your individual	16:53:45

1 capacity, is that correct? 16:53:48

2 **A. That is correct.** 16:53:49

3 Q. So you were asked a number of questions 16:53:49

4 regarding something called the friends and family 16:53:51

5 list. Do you recall questions about that topic? 16:53:53

6 **A. I do.** 16:53:57

7 Q. What is the friends and family list, 16:53:58

8 again? 16:54:00

9 **A. The friends and family list is, it's a** 16:54:00

10 **list that's political in nature. It's through** 16:54:04

11 **different inaugurations, political events, and it** 16:54:06

12 **typically represents those people that are closest to** 16:54:09

13 **the principals, the family and extended family,** 16:54:12

14 **and -- and typically includes, you know, close** 16:54:15

15 **friends.** 16:54:18

16 Q. When you were on the campaign, President 16:54:20

17 Trump's campaign, was there a friends and family list 16:54:24

18 associated with the campaign? 16:54:26

19 **A. There was.** 16:54:28

20 Q. When you were a member participating as a 16:54:29

21 deputy chair for the PIC, were you aware of a friends 16:54:33

22 and family department of the PIC? 16:54:37

1 **A. It was a -- given the number of people** 16:55:33

2 **involved in creating the list, it was, I would** 16:55:37

3 **venture to guess, around a thousand, 1500.** 16:55:39

4 Q. Now, you were questioned about that list 16:55:42

5 in connection with the January 20th inaugural evening 16:55:46

6 event. Do you recall that? 16:55:53

7 **A. I do.** 16:55:54

8 Q. And at the end of the day for this event, 16:55:54

9 what was the relationship between the friends and 16:56:00

10 family department or list and that event, if any? 16:56:01

11 **A. So the friends and family department was** 16:56:07

12 **the, one of the key coordinating groups from an** 16:56:09

13 **attendance point of view because they were, in** 16:56:13

14 **essence, the keeper of the friends and family list** 16:56:16

15 **and knew who they individually were.** 16:56:18

16 Q. So for purposes of invitations for this 16:56:20

17 event, for credentials for the event on the night of 16:56:23

18 the inauguration at the Trump Hotel, were those 16:56:26

19 invitations sent to people off the friends and family 16:56:30

20 department or list? 16:56:34

21 **A. Correct, as well as other credentials for** 16:56:34

22 **other events.** 16:56:37

1 MR. BLALACK: Now, I want to ask you about 16:56:39
2 some, a document that you were shown. I'm going to 16:56:41
3 ask my colleague, Alex Reed, to publish to the 16:56:45
4 counsel and to the court the exhibit. I don't have 16:56:50
5 the exhibit number, Alex, for the text message. I 16:56:54
6 guess this would be text message from Ms. -- from you 16:56:58
7 to Ms. Wolkoff that is Bates stamped that ends in 16:57:03
8 19456. So Alex, if you could publish that for us to
9 see. 16:57:18

10 And just for the record so I remember, 16:57:21
11 Alex, can you remind me what exhibit number this was. 16:57:23
12 Or Jimmy, you may know. 16:57:30

13 MR. ROCK: Yeah. It should be 69. DC 16:57:32
14 Exhibit 69. 16:57:35

15 MR. BLALACK: Okay. So this will be 16:57:37
16 Exhibit 69 to your deposition. 16:57:38

17 And Alex, if you will bring that back up. 16:57:40

18 BY MR. BLALACK: 16:57:40

19 Q. Will you look at that exhibit and do you 16:57:43
20 recall being shown that exhibit by Mr. Rock? 16:57:45

21 A. Yes, I do. 16:57:47

22 Q. And just to kind of reorient you, this was 16:57:48

1 CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

2 I, Donna A. Peterson, the officer before
3 whom the foregoing proceedings were taken, do hereby
4 certify that the foregoing transcript is a true and
5 correct record of the proceedings; that said
6 proceedings were taken by me stenographically and
7 therefore reduced to typewriting under my
8 supervision; and that I am neither counsel for,
9 related to nor employed by any of the parties to this
10 case and have no interest, financial or otherwise, in
11 its outcome.

12 District of Columbia

13 Signed and sworn to and affirmed, by Donna

14 **A. Peterson, I have hereunto set my hand and affixed**
15 **my notarial seal this _____ day of**

16 _____, ____.

17 **My Commission Expires: January 14, 2025**

18

19

20

21 _____
21 NOTARY PUBLIC IN AND FOR THE

22 DISTRICT OF COLUMBIA

Exhibit 11

From: Gineen Bresso </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=1DEDFE42365543379512E3DA477B52BD-GBRESSO>
To: [REDACTED]
CC: Steve Roberts; Sara Armstrong; [REDACTED]
Sent: 12/2/2016 5:42:50 PM
Subject: 58 PIC Organizational Meeting and Documents
Attachments: Bylaws of 58PIC - 12.2.2016.doc; Corporate Governance Policies.docx; 58PIC Organizational Meeting.docx

Dear Chairman Barrack and Members of the Board,

In order to fulfill its legal obligations, the 58th Presidential Inaugural Committee is required to hold its initial organizational meeting of the Board of Directors pursuant to Article II, Section 8 of the Bylaws. These actions can be taken by unanimous written consent, pursuant to Article II, Section 15 of the Bylaws.

Attached are the organization's Bylaws, Corporate Governance Policies, and Resolutions which serve as written consent for this organizational meeting. There are four resolutions for your approval:

1. Adoption of Bylaws;
2. Adoption of Corporate Governance Policies;
3. Authorization of the CEO and Director of Administration to enter into contracts and vesting other financial authority on CEO and Director of Administration;
4. Authorizing proper officers to execute necessary and proper actions to effectuate the Board's resolutions.

Once you have reviewed the attached documents, please reply to this email, copying the Board Members, indicating your approval of the resolutions using the following language:

Through this email, I agree to the Board Action and Resolutions 1-4 contained in the Unanimous Consent sent to me by Ms. Gineen Bresso on December 2, 2016, and do hereby intend that this email serve as my electronic signature to that Unanimous Consent. I further agree to a Unanimous Consent in lieu of an organizational board meeting as described in the Articles and Bylaws of the 58th Presidential Inaugural Committee.

Upon receipt of each Director's approval, this organizational meeting of the Board will be concluded. Please let me know if you have any questions.

Thank you,

Gineen Bresso
General Counsel
58th Presidential Inaugural Committee

Exhibit 12

Bylaws
of
58th Presidential Inaugural Committee

ARTICLE I
OFFICES

SECTION 1. PRINCIPAL OFFICE. The initial principal office of the corporation shall be located at 675 N. Washington Street, Suite 400, Alexandria, VA 22314. The Corporation may have such other offices, either within or without the Commonwealth of Virginia, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

SECTION 2. REGISTERED OFFICE. The registered office of the Corporation is: National Corporate Research, Ltd., 250 Browns Hill Court, Midlothian, Virginia 23114.

ARTICLE II
BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The business, property and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER. The number of directors of the Corporation shall be fixed by the Board of Directors, but in no event shall be less than three (3). The number of Directors may be increased or decreased from time to time by an amendment to these Bylaws. Any increase in the number of Directors shall be considered a vacancy to be filled by the remaining Directors.

SECTION 3. TENURE. Each Director shall serve a one-year term, unless specified otherwise in the Articles of Incorporation, or shall serve until he or she resigns, is incapable of serving, or is removed pursuant to these Bylaws.

SECTION 4. REMOVAL. At a special meeting of the Directors of this Corporation called for the purpose of removing any Director, such Director may be removed by a majority vote of all Directors entitled to vote. When any Director is removed, such unexpired term shall be considered a vacancy on the Board of Directors to be filled by the remaining Directors.

SECTION 5. RESIGNATION. Any Director may resign at any time with the assent of a majority of the remaining members of the Board of Directors.

SECTION 6. QUALIFICATIONS. Directors need not be residents of the Commonwealth of Virginia.

Bylaws of 58th Presidential Inaugural Committee

SECTION 7. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the Directors.

SECTION 8. ANNUAL MEETINGS. The Board of Directors shall meet at least annually at such a time and place as shall be designated by the Board for the purpose of conducting such business as may be necessary.

SECTION 9. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at the time and place as determined by resolution of the Board without other notice than such resolution.

SECTION 10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

SECTION 11. NOTICE. Notice of any special meeting shall be given at least one (1) day previous thereto by written notice delivered personally or mailed to each director at his business address, or by any means delivered by commonly-used electronic or Internet-based methods as described in Va. Code § 13.1-180. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by electronic or Internet-based methods as described in Va. Code § 13.1-180, such notice shall be deemed to be delivered when the electronic or Internet notice is delivered to the service provider.

SECTION 12. WAIVER OF NOTICE. The attendance of a Director at a Board meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The Director may also submit a signed waiver of notice.

SECTION 13. QUORUM. A majority of the Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board of Directors.

SECTION 14. MANNER OF ACTING. The act of the majority of directors present at a meeting at which a quorum exists shall be an authorized action of the Board of Directors.

Bylaws of 58th Presidential Inaugural Committee

SECTION 15. ACTION WITHOUT A MEETING. Pursuant to the Articles of Incorporation and Va. Code § 13.1-841, any action required or permitted to be taken pursuant to authorization voted at a meeting of the board of directors or a committee thereof may be taken without a meeting if, before or after the action, a sufficient number of members of the board or of the committee consent thereto in writing, including by any electronic means. The written consents shall be filed with the minutes of the proceedings of the board or committee. The consent has the same effect as a vote of the board of committee for all purposes.

SECTION 16. MEETINGS HELD VIA CONFERENCE CALL. A member of the board or of a committee designated by the board may participate in a meeting by means of conference telephone or similar electronic means by means of which all participants in the meeting can simultaneously hear each other. Participation in a meeting pursuant to this provision constitutes presence in person at the meeting.

SECTION 17. COMPENSATION. By resolution of the Board of Directors, each director may be paid his or her reasonable expenses incurred in connection with the discharge of his or her duties. Directors shall not receive a salary or other compensation.

SECTION 18. PRESUMPTION OF ASSENT. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE III OFFICERS

SECTION 1. NUMBER. The officers of the Corporation shall be a President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Treasurer, which may not be held by the same person. Such a person holding two offices shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or by the President or by the Board to be executed, acknowledged, or verified by two or more officers.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected by the Board of Directors at a meeting of the Board of Directors. Each officer shall hold office for a term to be specified by the Board of Directors, or until a successor is elected and qualified, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Bylaws of 58th Presidential Inaugural Committee

SECTION 3. REMOVAL. An officer, agent, or director may be removed by a majority vote of the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer, agent, or director shall not of itself create contract rights, and such appointment shall be terminable at will. An officer's authority to act may be suspended by vote of a majority of the Board of Directors.

SECTION 4. VACANCIES. A vacancy in any office due to death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. COMPENSATION. Any salaries of officers shall be reasonable and shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

SECTION 6. PRESIDENT. The President shall designate the chief executive officer of the Corporation and, subject to any limitations imposed by the Board of Directors, shall have authority over the general control and management of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board of Directors. The President shall have power to appoint or discharge employees, agents, or independent contractors, and to determine their duties and compensation, if any, which shall be reasonable. The President shall sign all corporate documents and agreements on behalf of the Corporation, unless the President or the Board of Directors expressly instructs that the signing be done with or by another officer, agent or employee, or shall be required by law to be otherwise signed or executed. The President shall see that all actions directed by the Board of Directors are executed and shall perform all other duties incident to the office; subject, however, to the President's right and the right of the Board to delegate any specific power to any other officer of the Corporation.

SECTION 7. SECRETARY. The Secretary shall: (a) keep minutes of the meetings of the Board of Directors; (b) be responsible for providing notice to each Director as required by law, the Articles of Incorporation, or by the Bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and Director; and (e) perform all duties incident to the office and other duties assigned by the President or the Board of Directors.

SECTION 8. TREASURER. The Treasurer shall: (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation at such depositories in the Corporation's name as may be designated by the Board of Directors; and (d) perform all duties incident to the office and other duties assigned by the President and by the Board.

ARTICLE IV

Bylaws of 58th Presidential Inaugural Committee

CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE. The purpose of this conflict of interest policy is to protect the Corporation's interests when the Corporation contemplates entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SECTION 2. DEFINITIONS.

1. *Interested Person:* Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. *Financial Interest:* A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
 - b. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.
3. *Compensation* includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

SECTION 3. PROCEDURES.

1. *Duty to Disclose.* In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. *Determining Whether a Conflict of Interest Exists.* A person who has a financial interest has a conflict of interest only if the appropriate governing board or committee determines that a conflict of interest exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon.
3. *Procedures for Addressing a Potential Conflict of Interest.*

Bylaws of 58th Presidential Inaugural Committee

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the governing board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. Violations of the Conflicts of Interest Policy
- a. If the governing board or committee has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

SECTION 4. RECORDS OF PROCEEDINGS. The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the

Bylaws of 58th Presidential Inaugural Committee

proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

SECTION 5. COMPENSATION.

1. A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

SECTION 6. ANNUAL STATEMENTS. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the conflicts of interest policy,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

SECTION 7. PERIODIC REVIEW. To ensure the Corporation operates in a manner consistent with its social welfare purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. An independent audit of the Corporation shall satisfy the requirements of this Section.

ARTICLE V INDEMNITY

The Corporation shall indemnify its directors, officers and employees as follows:

- (a) Every director, officer, or employee of the Corporation, or any person acting on behalf of or as an agent of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or

Bylaws of 58th Presidential Inaugural Committee

imposed upon him in connection with any proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the Corporation or on behalf of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof; whether or not he is a director, officer, employee or agent or acting on its behalf at the time such expenses are incurred, except in such cases wherein the director, officer, or employee or agent is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation.

(b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was acting on behalf of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

(c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article V.

ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 5. CORPORATE DOCUMENT PROCEDURE. No corporate

Bylaws of 58th Presidential Inaugural Committee

documents, including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations, shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the Board or these Bylaws.

ARTICLE VII MEMBERS

There shall be no members of the Corporation.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of November and end on the last day of October each year, unless otherwise determined by the Board of Directors.

ARTICLE IX CORPORATE SEAL

The Board of Directors may at its discretion provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Corporation and the State of incorporation and the words "Corporate Seal".

ARTICLE X WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

Exhibit 13

**BY UNANIMOUS WRITTEN CONSENT IN LIEU OF AN
ORGANIZATIONAL MEETING OF THE
BOARD OF DIRECTORS**

OF

58TH PRESIDENTIAL INAUGURAL COMMITTEE

Dated: December 2, 2016

The undersigned, being all of the directors (the "Board") of 58th Presidential Inaugural Committee, a Virginia nonprofit corporation (the "Corporation"), hereby take the following action and consent to the adoption of the following resolution by unanimous written consent in lieu of a meeting of the Board of Directors of the Corporation:

BOARD ACTION

The Board of Trustees does hereby elect Mr. Tom Barrack to serve as President of the Corporation, Mr. Ron Sanders to serve as Secretary of the Corporation, and Mr. Doug Ammerman to serve as Treasurer of the Corporation. The foregoing officers shall serve for a period of one year, or until such time as their successors are duly elected.

RESOLUTION NO. 1

BE IT RESOLVED, that the Board of Directors of the Corporation does hereby adopt in their entirety the Bylaws of 58th Presidential Inaugural Committee.

RESOLUTION NO. 2

WHEREAS, the Corporation desires to protect its written records;

WHEREAS, the Corporation desires to adopt policies relating to employment and good business practices;

NOW THEREFORE,

BE IT RESOLVED, that the Board hereby adopts in their entirety the attached Internal Corporate Governance Policies of 58th Presidential Inaugural Committee.

RESOLUTION NO. 3

WHEREAS, the Corporation must enter into certain contracts with other entities and individuals, and issue payment in order to achieve its purposes and objectives,

NOW, THEREFORE,

BE IT RESOLVED, that the Chief Executive Officer and Director of Budget of the Corporation shall be vested with financial authority with respect to the business activity of the Corporation, and shall be authorized to enter into contracts for services, good, and products, and expend funds in furtherance of the business of the Corporation; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer and Director of Budget, or their designates, shall be and hereby are authorized to open a depository account and/or such other accounts with Chain Bridge Bank, located in McLean, Virginia, as shall be appropriate within the purposes of the Corporation and name Sara Armstrong and Heather Martin as the authorized signatories on such accounts.

RESOLUTION NO. 4

BE IT RESOLVED, the proper officers of the Corporation or their designate shall be and hereby are authorized and directed to take all actions and to execute all documents as shall be necessary and proper to effectuate the foregoing resolutions, to cause the Corporation to qualify as an organization exempt from Federal income taxes under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, including, without limitation, obtaining an employer identification number for the Corporation.

This Unanimous Consent may be executed in one or more counterparts, each of which shall be deemed an original hereof and all of which shall be considered one and the same instrument. This Unanimous Consent may be executed via electronic signature or by facsimile, which signatures shall be deemed legal and binding as an original signature hereto.

IN WITNESS WHEREOF, for the undersigned have hereunto set their hands as of this 2nd day of December, 2016.

.....
Tom Barrack

.....
Ron Sanders

.....
Doug Ammerman

Approved by unanimous written consent via electronic mail.

Exhibit 14

IN THE SUPERIOR COURT OF
THE DISTRICT OF COLUMBIA
Civil Division

+ + + + +

IN THE MATTER OF:	:
	:
DISTRICT OF COLUMBIA,	:
	:
Plaintiff,	:
	:
v.	: Civil Action No.
	: 2020 CA 000488 B
58th PRESIDENTIAL INAUGURAL	:
COMMITTEE, et al,	:
	:
Defendants.	:
	:
	:

Tuesday,
October 20, 2020

DEPOSITION OF:

HEATHER MARTIN

called for examination by Counsel for the
Plaintiff, pursuant to Notice of Deposition, via
Videoconference, when were present on behalf of
the respective parties:

1 MS. MIRANDA: Did those type of
2 meetings occur with contracts for event space?

3 MR. LEVISS: Object to form and
4 foundation. Answer if you know.

5 THE WITNESS: I don't recall if it's
6 -- I don't recall about event space.

7 MS. MIRANDA: Did you do any type of
8 assessment or analysis as to the fair market
9 value of a contract?

10 MR. LEVISS: Objection, vague and
11 ambiguous. Which contract are you asking about?

12 MS. MIRANDA: Like a vendor contract,
13 for example.

14 MR. LEVISS: Same objection. You can
15 answer.

16 THE WITNESS: So as part of our
17 process and as I mentioned before, the division
18 directors are the subject matter experts on their
19 particular needs and their requirements. So
20 they're the wheelhouse to understand the market
21 and their particular needs.

22 So that was the collaboration that we

1 understood. That's why they were in the position
2 as a division director to know what they needed
3 and the best value for what they were expecting
4 to commit to in conjunction with the legal
5 office.

6 MS. MIRANDA: So those -- if any of
7 that type of assessment took place, it took place
8 with the directors of the divisions and your
9 legal, but it wasn't an assessment that was done
10 within your division. Correct?

11 THE WITNESS: That's correct.

12 MR. LEVISS: Object to form. You can
13 answer.

14 MS. MIRANDA: And when -- did the
15 directors submit any documents or reports
16 reflecting that an assessment or analysis was
17 made into the fair market value of a contract.

18 MR. LEVISS: Object to form. Which
19 directors? You can answer.

20 THE WITNESS: The division directors
21 -- I myself was a division director, so I knew
22 that it was my responsibility when I needed a

1 particular outside source to support us, I knew
2 that was part of my role.

3 I knew it was my responsibility to
4 ensure what I was asking for, the product, the
5 service that I was asking for, was within the
6 market range and fair and reasonable. So once I
7 submitted in collaboration with the general
8 counsel's office, the vendor that I was
9 requesting or proposing, there would be a
10 conversation about what I believed, why I wanted
11 to go with this vendor. And by virtue of me
12 signing the form, I was attesting to that, to the
13 fact that I believed it to be fair and
14 reasonable.

15 MS. MIRANDA: Did the PIC budget have
16 any limitations on expenditures?

17 MR. LEVISS: Objection, vague.

18 THE WITNESS: We obviously only could
19 spend so much money, so that was a limitation.
20 We weren't going to engage with any nefarious
21 organizations. I don't, without specifics, I'm
22 not really sure how to answer that question.

1 BY MS. MIRANDA:

2 Q Sure, so for example, let's take one
3 of the balls, one of the inaugural balls, for
4 example. Was there ever a maximum budget number
5 that PIC would not go above in the event and
6 planning and execution of that event?

7 A No. So it was based on every, nearly
8 every single vendor that we did business with we
9 had an actual contract in place with and there
10 was -- for the individual vendors there would be
11 a not to exceed ceiling.

12 But, for one of the balls, you know,
13 the ball held at the National Building Museum, if
14 next week they decided they wanted more elaborate
15 floral arrangements then if that's what ended up
16 becoming the requirement and the need and
17 executive signed off on that, we would put a
18 contract in place and that would be added to that
19 particular merchant.

20 Q And who was involved in the PIC budget
21 approval process?

22 A That would be, yes, like I said

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■ [REDACTED]

Q And did you create that personal account because you no longer had access to the PIC professional account?

A Correct.

Q Did you transfer any documents from your PIC official account over to this new personal email address?

A No, I did not.

Q How long after the -- when did you stop working for the PIC?

MR. LEVISS: Objection. Vague. You can answer.

THE WITNESS: I was no longer on payroll as of the summer of 2017 when I got my new position. But as, you know, even three years later, I am still, you know, in my personal capacity and my personal time working on them until we can completely close the organization there's always going to be reports that have to be filed and bank reconciliations, ex cetera.

So I still continue to do that in my

1 personal capacity.

2 BY MS. MIRANDA:

3 Q And when you're doing those things in
4 your personal capacity, work for the PIC, are you
5 using that new email address that you created?

6 A That's correct.

7 Q I have a few questions about the Trump
8 family. Did any member of the Trump family have
9 a role within the PIC?

10 A No, not to my knowledge.

11 Q Did you have any meetings with Trump
12 family members related to the PIC?

13 A I did not. No.

14 Q Any conversations or discussions with
15 Trump family members relating to the PIC?

16 A No.

17 Q Do you know of anyone within the PIC
18 was having meetings or discussions with Trump
19 family members relating to the PIC?

20 MR. LEVISS: I object to form. You
21 can answer.

22 THE WITNESS: I don't know

1 specifically. I know that there were, you know,
2 a run of the show meetings, but I don't know who
3 would've been involved to say, you know, here's a
4 line-up of events that are happening. I don't
5 know who would've hosted that meeting and who
6 they were -- might have been speaking to. So I
7 can't answer that question.

8 BY MS. MIRANDA:

9 Q Did anyone tell you that they were
10 meeting with a Trump family member to discuss
11 something relating to the PIC?

12 A The only meeting I specifically know
13 about took place at the beginning of January, and
14 a number of staff were going up to New York to
15 run through the line-up of events and, you know,
16 show some papers and what's going to happen. But
17 I don't know, I don't know specifically who was
18 in attendance, and I do not know who they were
19 briefing.

20 Q You didn't attend that New York
21 meeting?

22 A That's correct.

1 MR. LEVISS: You know, we're about an
2 hour and a half in. Are you anywhere close to a
3 good break point?

4 MS. MIRANDA: Yes, I think I have
5 maybe about 15 minutes and then we might be able
6 to sort of break for lunch. If that works?

7 MS. MARTIN: Sounds good to me.

8 MR. LEVISS: Sure.

9 BY MS. MIRANDA:

10 Q The PIC had several -- did the PIC
11 have room blocks at hotels in the District?

12 A Yes.

13 Q Can you tell me a little bit more
14 about those room blocks?

15 MR. LEVISS: Object to form. You can
16 answer.

17 THE WITNESS: We had about ten
18 different hotels that had room blocks for VIPs,
19 and guests, and ball attendees.

20 BY MS. MIRANDA:

21 Q And how exactly is it that these --
22 how did these room blocks work?

1 MR. LEVISS: Object to form. Vague
2 and ambiguous. You can answer.

3 THE WITNESS: You mean as an attendee,
4 how would I secure a room block, or how did they
5 come to be?

6 BY MS. MIRANDA:

7 Q I think we can start with how they
8 came to be and then we'll move into, you know,
9 the PICs role in possibly distributing or opening
10 room blocks?

11 A After the President was elected but
12 prior to PIC formation, the RNC secured room
13 blocks with ten area hotels in anticipation of,
14 you know, the inauguration coming up. And then
15 we took over, we the PIC took over those blocks
16 from the RNC.

17 Q And what exactly did the PIC do with
18 these room blocks? With the rooms that were part
19 of the room blocks?

20 MR. LEVISS: Object to form.

21 THE WITNESS: So within the PIC,
22 within our, I believe operations division we had

1 an individual who was responsible for lodging,
2 housing. And I believe we contracted with
3 another vendor that created kind of a central
4 portal.

5 I never tested it or accessed it, but
6 as I understood it, it was a central portal
7 whereby, if I was coming in from California and I
8 was going be a ball attendee, I believe how it
9 worked was such that the individual would get
10 this link and it would say, here's, you know, ten
11 different options of hotels and the rates and the
12 availability for you to choose from.

13 Q And then those individuals, they would
14 be responsible for payment for their stays at the
15 hotels?

16 A That's correct.

17 Q And do you know how the RNC determined
18 what hotels they would contract for, for room
19 blocks?

20 A I do not know exactly what, no.

21 Q Do you know how they determine how
22 many -- how big the room block was going to be at

1 a particular hotel?

2 A I do not know.

3 Q Were you provided any information
4 relating to how the pricing was determined for
5 the particular rooms that were part of the room
6 block?

7 A I do not know. No.

8 Q Did the PIC ever consider holding an
9 inaugural event at any of those hotels where the
10 PIC had a room block?

11 MR. LEVISS: Objection. Foundation.
12 You can answer if you know.

13 THE WITNESS: I don't know if there
14 was any consideration of that. I do know that we
15 did secure space for distribution at one of the
16 ones that was contracted. I believe it was the
17 Fairmont.

18 BY MS. MIRANDA:

19 Q Do you have former experience booking
20 room blocks or event space at hotels?

21 A Yes.

22 Q Can you walk me through some of the

1 to formally file.

2 Q And what was that accounting firm?

3 A Lockhart, actually, and Associates.

4 Q Did the PIC have a room block at the
5 Loews Madison Hotel?

6 A No, not as part of one of our
7 contracted hotels.

8 Q Was the PIC ever invoiced for a room
9 block at the Loews Madison Hotel?

10 A Yes.

11 Q Can you explain what that room block
12 was and why the PIC was invoiced?

13 MR. LEVISS: Object to the form.
14 Compound. Ambiguous.

15 You can answer.

16 THE WITNESS: It was, I believe, the
17 summer of 2017 -- late spring, early summer, that
18 the invoice came my way. I don't know too many
19 details of the background.

20 What I recall was that it was a room
21 block that was secured either by the campaign or
22 the Trump Org. I'm not sure. I just remember

1 the name Gentry Beach.

2 And we received the invoice that was
3 -- it was a PIC expense and it was directed to us
4 to pay.

5 BY MS. MIRANDA:

6 Q And was this the first time that the
7 PIC became aware of this room block at the Loews
8 Madison Hotel, was in July of 2017?

9 MR. LEVISS: Objection. Foundation.

10 You can answer.

11 THE WITNESS: That is the time that I
12 became aware of it, yes.

13 BY MS. MIRANDA:

14 Q And how did you find out about the PIC
15 being invoiced for that particular room block?

16 A I feel like it was Rick, maybe, that
17 forwarded me the invoice. It was either Rick or
18 Sara -- I don't think it was Sara, but it was
19 forwarded to me probably by Rick or somebody
20 else.

21 At which point, I forwarded it on, I
22 believe, to Sara and probably Jeff Larson and/or

1 Doug, or somehow in those circles.

2 Either I got it from Rick or Doug and
3 then it was basically the five of us who were
4 collaborating on it.

5 I was minimally involved. So, I don't
6 know the details of what was going on or why we
7 eventually agreed to pay for it, but we deemed it
8 to be an appropriate expense.

9 Q So, the PIC did pay for that?

10 A That's correct.

11 Q Do you know if Sara was aware of that
12 Loews hotel room block prior to July 2017?

13 A I am not aware if she knew.

14 Q Did she tell you that she was aware of
15 the Loews Madison Hotel room block?

16 A I don't recall her telling me one way
17 or another.

18 Q Did you have any discussions with Rick
19 or Sara or Doug -- let me rephrase that.

20 Did you have any discussions with Rick
21 about the room block at the Loews Madison Hotel?

22 A Based on an eval that I saw, you know,

1 when we were looking through things yesterday, I
2 believe I had an email conversation with Rick
3 whereby I believe I communicated with Jeff that
4 the bit that I knew was that this was billed to
5 us from the campaign.

6 But I honestly -- without even looking
7 at those email exchanges again, I don't -- I
8 don't recall what was going on at that time. I
9 just remember the invoice and we eventually paid
10 it.

11 Q And did the PIC pay any other invoices
12 pursuant to contracts the Trump Organization
13 entered into?

14 MR. LEVISS: Objection. Foundation.
15 You can answer.

16 THE WITNESS: Any other contracts that
17 the Trump Organization entered into directly, I
18 don't recall any.

19 BY MS. MIRANDA:

20 Q You said you weren't sure if that was
21 somebody from the Trump Organization or the
22 campaign that entered into the Loews Madison

1 Hotel contract; is that right?

2 A Correct. I'm not sure if it was the
3 Trump Org or the campaign.

4 Q Did the PIC pay any invoices pursuant
5 to any contracts that the Trump Organization
6 entered into directly -- or, sorry, the Trump
7 Campaign entered into?

8 A I'm not aware of any. Again, off the
9 top of my head, I'm not aware of any.

10 MS. MIRANDA: All right. If we could
11 just take a ten-minute break, I think I might be
12 close to wrapping this up. So, I just want to
13 make sure I don't have any additional questions.

14 So, I just want to review and come
15 back in ten minutes.

16 MR. LEVISS: Sure.

17 COURT REPORTER: Off the record.

18 (Whereupon, the above-entitled matter
19 went off the record at 2:32 p.m. and resumed at
20 2:46 p.m.)

21 BY MS. MIRANDA:

22 Q All right. I have a few additional

1 questions, Heather. We were just talking about
2 the Loews Madison Hotel room block.

3 I want to direct you to Tab No. 40.

4 MS. MIRANDA: And I believe that
5 should be District Exhibit No. 29. And that has
6 a Bates number of PIC DCAG 00010303.

7 (Whereupon, the above-referred to
8 document was marked as Exhibit No. 29 for
9 identification.)

10 BY MS. MIRANDA:

11 Q Just let me know when you've had some
12 time to review the document.

13 A I'm ready.

14 Q I'll share my screen here.

15 A I switched computers. So, I can see
16 it on a different computer now.

17 Q Okay. Is this the Loews Madison Hotel
18 contract that the PIC was invoiced for in July of
19 2017?

20 A That's correct.

21 Q And this is the contract that the PIC
22 -- and the PIC paid this invoice, correct?

1 A Yes.

2 Q And who was actually staying at, like,
3 in those rooms at the Loews Madison Hotel?

4 MR. LEVISS: Objection. Foundation.

5 THE WITNESS: I don't know other than
6 what's listed on the invoice.

7 BY MS. MIRANDA:

8 Q And then earlier you mentioned that
9 there were, you know, discussions and it was
10 decided that the PIC would pay the invoice.

11 Do you know who participated in those
12 discussions?

13 A Based on my recollection from the
14 email exchanges and who was involved at that
15 time, you know, I know Rick, Jeff, Sara and Doug
16 were involved. I don't know if anybody beyond
17 the email exchanges was involved.

18 Q And were you directed by anybody in
19 particular to pay the invoice?

20 A I don't know specifically who. I
21 would think it was Sara. It might have been
22 Doug.

1 I don't recall specifically who said
2 to go ahead and pay it, but all of those
3 individuals were involved in the discussions to
4 make sure it was paid.

5 Q And do you remember how they
6 communicated to you that the PIC would be paying
7 that invoice?

8 MR. LEVISS: Object to form.

9 You can answer.

10 THE WITNESS: I don't recall.

11 BY MS. MIRANDA:

12 Q All right. I'm going to direct you to
13 Tab No. 39.

14 MS. MIRANDA: This would be the
15 District's Exhibit No. 30.

16 (Whereupon, the above-referred to
17 document was marked as Exhibit No. 30 for
18 identification.)

19 BY MS. MIRANDA:

20 Q This is a two-page document. It's an
21 email thread that starts with Bates number PIC
22 DCAG 00010301.

1 Is this that email communication that
2 you were referencing earlier today?

3 A That's correct. And now looking at it
4 I see our -- I also included our general counsel
5 on it, Gineen.

6 Q Okay. And then scrolling to that line
7 on the first page, there's an email from Rick
8 Gates to Douglas Ammerman --

9 A Mm-hmm.

10 Q -- dated July 12, 2017.

11 And Doug was the treasurer for the
12 PIC, correct?

13 A That's correct.

14 Q And Rick's, you know, informing Doug
15 here, you know, this is something new. It was
16 brought to our attention this week. He's
17 referencing that invoice. And right above that
18 email there is an email from Doug to -- addressed
19 to you.

20 Is that your PIC email address, that
21 hmartin@58PIC2017.org?

22 A That's correct.

1 Q And in that email he's asking you a
2 few questions relating to a particular invoice
3 that Rick forwarded to him. And, at that time,
4 he asked you, do you know anything about this
5 bill?

6 Earlier you said, at that time, you
7 didn't know about the bill, correct?

8 A Correct.

9 Q Do you know why the Loews Madison
10 Hotel was sending that invoice to the PIC so
11 late?

12 MR. LEVISS: Objection. Object to the
13 form.

14 You can answer.

15 THE WITNESS: I do not know.

16 BY MS. MIRANDA:

17 Q And Doug's asking -- there's four --
18 there's, like, four numbers right there. He's
19 asking four questions and the first one is, is it
20 correct?

21 Do you know if the bill -- the invoice
22 that the PIC received, if that was correct?

1 A I did not know if it was correct.

2 Q And Question No. 3 says: Does Melinda
3 agree?

4 Who is Melinda?

5 A Melinda was the person who was in
6 charge of housing accommodations.

7 Q And she works for the PIC?

8 A That's correct.

9 Q Do you know if Melinda agreed?

10 MR. LEVISS: Objection. Foundation.

11 THE WITNESS: Based on, you know, just
12 reading what I wrote at the time, I would --
13 based on my words there, I clearly reached out to
14 both Melinda and I clearly -- and I took it a
15 step further and asked Alden as well.

16 And that was, you know, why I
17 responded that it wasn't known to them.

18 BY MS. MIRANDA:

19 Q And that detail, did you -- he's
20 asking, what is the detail of the 49,000?

21 Do you know what he's referring to
22 there?

1 MR. LEVISS: Objection. Foundation.

2 THE WITNESS: I attached the detail
3 that he was asking for. I suspect that
4 attachment was the invoice that we were just
5 looking at.

6 BY MS. MIRANDA:

7 Q And you said to follow up on this.
8 You followed up with Melinda and -- who else did
9 you follow up with?

10 A Alden. Alden Wood.

11 Q And Alden, he was the CFO for the PIC?

12 A No. She was the finance director.

13 Q She was the financial director?

14 A Correct.

15 Q And what were your discussions with
16 Alden about?

17 MR. LEVISS: Objection.

18 Answer if you know.

19 THE WITNESS: I don't recall, but my
20 interaction with Alden, at the time, I -- and I
21 still don't know who Gentry Beach is, really.

22 So, at the time, I was likely asking

1 Alden because she was in charge of all the donors
2 and the VIPs.

3 So, I was likely asking her if she
4 knew if some donor had a block of rooms there.

5 BY MS. MIRANDA:

6 Q And you don't remember what Alden's
7 response was?

8 A No, I don't other than according --
9 you know, according to my email, that she didn't
10 know anything about it.

11 Q So, you don't know who actually, you
12 know, stayed -- whose stays were actually
13 invoiced to the PIC?

14 MR. LEVISS: Objection. Asked and
15 answered.

16 THE WITNESS: Whose stays, no. Other
17 than what's on the invoice, I have -- I have no
18 idea.

19 BY MS. MIRANDA:

20 Q Earlier you mentioned there was, you
21 know, a discussion. You mentioned Sara, I
22 believe it was Rick and Jeff.

1 There was discussions and ultimately
2 there was a decision that was made that it was a
3 -- did you say it was a proper PIC expenditure:
4 is that correct?

5 A Yes.

6 Q Is that a correct sort of rephrasing
7 of what your earlier testimony was?

8 MR. LEVISS: Object to form.

9 You can answer.

10 THE WITNESS: Yes. Based on our --
11 well, first I would like to correct when I said
12 Jeff, just looking at this email chain -- I knew
13 somebody else was on the email chain. So,
14 clearly, based on looking at it again, it's
15 Gineen.

16 So, I knew there was another person.
17 I don't recall if Jeff was involved in the
18 discussion specifically; but now seeing that
19 Gineen is on it, I was just thinking of a third
20 person.

21 With regards to why it was eventually
22 expensed, again, you know, there were multiple

1 people involved in discussing whether or not we
2 should take this on as an expenditure.

3 And ultimately we were given, you know
4 -- the powers that be decided it was an expense
5 that we should take on and we went ahead and paid
6 it.

7 BY MS. MIRANDA:

8 Q And did you agree with that decision?

9 A I didn't have an opinion one way or
10 another other than that I did know about it at
11 the time, but it's not -- with a large-scale
12 event like this, it's not completely out of the
13 realm of possibilities that an expense will show
14 up that, you know, somebody didn't know about and
15 is evaluated in the same fashion that earlier
16 expenses were deliberated.

17 Q And who were the powers that be?

18 A So, I'm sorry. In this scenario,
19 Doug, Sara, Gineen and whoever else -- I just
20 can't remember who else there was and whether
21 there were more emails or discussions about this.

22 Q And was it your role to issue, you

1 know, the check or the direct billing that
2 ultimately paid this invoice?

3 MR. LEVISS: I'm sorry. Could you
4 repeat that?

5 MS. MIRANDA: Sure.

6 BY MS. MIRANDA:

7 Q Was it your role to issue the check or
8 sort of the direct billing that ultimately paid
9 this invoice?

10 A Yes. Yes.

11 Q Did you authorize the invoice?

12 MR. LEVISS: Objection. Ambiguous.

13 You can answer.

14 THE WITNESS: Yes, I paid the invoice.

15 BY MS. MIRANDA:

16 Q Okay. And then just that top email,
17 that second-to-last message that's, you know,
18 from you and it's addressed to Doug with Sara and
19 Gineen cc'd, it says: this arrangement was not
20 known to anyone at the PIC, including Melinda or
21 Alden.

22 And you know that because you had some

1 form of discussions with both Melinda and Alden
2 to make -- to come to this conclusion?

3 MR. LEVISS: Objection to the
4 characterization of the email.

5 You can answer.

6 THE WITNESS: Based on my discussions
7 with Melinda and Alden at the time, they were not
8 aware of the expense and it would have been
9 Melinda's purview to be responsible for housing
10 arrangements.

11 So, in the sentence I might have been
12 more broadly stating that, but what I was
13 referring to is going to the finance team and the
14 housing team. They weren't aware of it.

15 MS. MIRANDA: Okay. That actually
16 concludes the questions that I had for you today,
17 Ms. Martin. So, thank you.

18 THE WITNESS: Thank you.

19 MS. MIRANDA: So, the District
20 concludes its questioning for the day.

21 MR. LEVISS: Can you elaborate?

22 When you say for the day, is there --

1 MS. MIRANDA: Oh, I'm sorry. I'm just
2 concluding the deposition.

3 MR. LEVISS: All right. We have no
4 questions for her.

5 MS. WOODS: And I have no questions.

6 (Whereupon, the taking of deposition
7 in the above-entitled matter was concluded at
8 3:01 p.m., signature having NOT been waived.)

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C E R T I F I C A T E

This is to certify that the foregoing transcript

Deposition of: Heather Martin

In the matter of: DC v Presidential Inauguration

Before: DC Superior Court

Date: 10-20-20

Place: teleconference

were duly recorded and accurately transcribed under my direction; further, that said transcript is a true and accurate record of the proceedings; and that I am neither counsel for, related to, nor employed by any of the parties to this action in which this deposition was taken; and further that I am not a relative nor an employee of any of the parties nor counsel employed by the parties, and I am not financially or otherwise interested in the outcome of the action.



Court Reporter

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS

1323 RHODE ISLAND AVE., N.W.

WASHINGTON, D.C. 20005-3701

Exhibit 15

develop organizational policies, procedures, and department structures; hire and train staff; raise funds; develop a budget and schedule of events; scout and reserve event space; execute contracts with numerous vendors; coordinate with a variety of local and federal government agencies; and ultimately execute more than 15 events for thousands of inaugural attendees. In short, the PIC's mission was a massive undertaking in a very short period of time.

4. During this period, the PIC instituted a policy requiring all proposed contracts to be approved by the Director of Budget & Treasury, by legal counsel, and ultimately by me as Chief Executive Officer. No individual employee had the power to bind the PIC to contracts. I did not execute any contracts without first obtaining approval from legal counsel.

5. Neither President-elect Trump nor any member of his family had the power to bind the PIC to contracts or expenditures. Similarly, neither President-elect Trump nor any member of his family directed me or encouraged me to authorize the execution of any particular contract or expenditure.

6. In December 2016, the PIC assumed ten contracts for guaranteed room blocks at Washington, D.C. hotels that had been executed by the Republican National Committee. Each of these room blocks guaranteed the respective hotel a certain amount of revenue from guest room rentals. The PIC prepaid the guarantees to those hotels by deposit, and then received refunds following inauguration from those hotels based on the actual fulfillment of rooms by paying guests.

7. In January 2017, the PIC executed a contract with the Trump International Hotel Washington, D.C. ("Trump Hotel"), to reserve certain event space from January 17-20, 2017. I have reviewed the document bearing the bates label DCOAG-PIC_00023240, which includes a copy of that contract, The first page of the document is a copy of the contract approval form that

was submitted by PIC Deputy Chairman Rick Gates. The contract approval form reflects that the contract was approved by PIC Director of Budget & Treasury Heather Martin, by legal counsel, and by me.

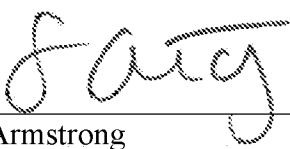
8. I did not discuss the negotiation or execution of the PIC's contract with the Trump Hotel with then President-elect Trump. I understand that Mr. Gates negotiated directly with the Trump Hotel's Managing Director on pricing for that contract.

9. Gentry Beach held a volunteer position with the PIC as a Finance Vice Chair. He was not an employee of the PIC or otherwise compensated by the PIC.

10. The PIC had approximately twenty Finance Vice Chairs, all of whom served the PIC as unpaid volunteers. The individuals in this role were involved in facilitating PIC fundraising efforts through the identification of, and coordination with, potential PIC donors.

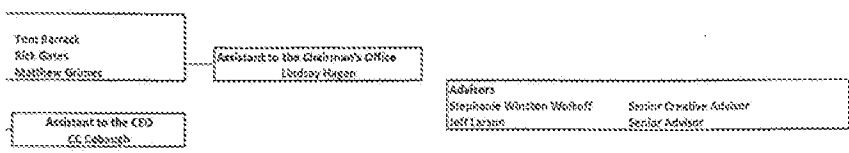
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 8th day of April, 2021 at Lusby, Maryland.

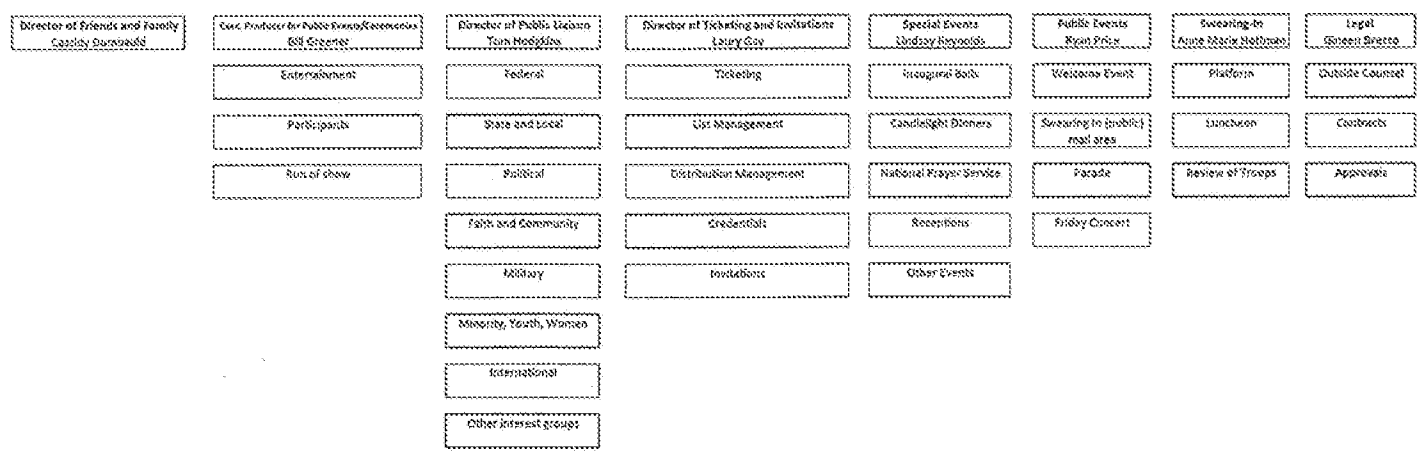


Sara Armstrong

Exhibit 16



Advisors
Stephanie Winston Wehoff
Jeff Lucas
Senior Creative Advisor
Senior Advisor



PIC Officers 2017 (S&A (4) Organization)
 President: Tom Baerick
 Secretary: Ann Sanders
 Treasurer: Doug Zimmerman

Chairman
 Deputy to the Chairman
 Special Assistant to the Chairman

Chief Executive Office
 Sara Armstrong

Deputy CEO, VP Liaison & Finance
 Mary Obit

Director of Special Services
 Bob

Director of Administration
 Joe Sumrell

Director of Budget and Treasury
 Heather Martin

Director of Communications
 Barb Spahr

Director of Operations
 Jennifer Sisk

Finance Director
 Adam Wood

Director of Digital and Social Media
 Brad Perreault

Personnel

Disbursements

Press Secretary

Transportation

Finance Committee

Marketing/Creative

CEO/CFO

Revenue Management

Media Affairs

Hotels

Fundraising Teams

Video Production

Office Management

PEC/Compliance/Audit

Media Logistics

Travel

Online Fundraising/Online Store

Destructor

Strategic Operations

Video/Docs

Online Marketing

Media Credentialing

Security

ADA

Exhibit 17

**EXPERT REPORT OF
EDMUND J. BURNS, JR.**

12/23/2020

Personal Background:

I am the founder of The Burns Group Inc., a New York City based company which provides management, investment, and advisory expertise to the hotel industry. I have 38 years of diversified, high-profile hospitality industry experience. A copy of my Professional Summary is attached hereto as Exhibit 1. In relevant part, as set forth in my Professional Summary, during my career, I was responsible for the operation of Doral Arrowwood Resort and Conference Center located in Rye Brook, New York, holding several management positions and was appointed General Manager in 1994. I also served as an advisor to its Board of Directors through 2015. I was instrumental in the conceptualization, design, opening and performance underwriting of several luxury hotels including, among others, The Ritz Carlton, Washington D.C. and The Ritz Carlton, Georgetown. I also held the position as the Managing Director/Owners Representative for Elbow Beach, Bermuda, and I asset managed the largest privately-held Ritz Carlton hotel portfolio in the world. Due to my extensive professional experience managing hotel operations as well as acting as a representative of ownership, I am very familiar industry standards, practices, and the revenue dynamics of high-profile luxury hotels. I have also personally negotiated several group usage contracts. My experience has also familiarized me with the Washington DC luxury hotel marketplace.

My Expert Retention:

I have been retained by Trump Old Post Office, LLC to formulate an opinion regarding an accusation contained in a Civil Action filed by District of Columbia against Trump Old Post Office, LLC, regarding a function space contract between the 58th Presidential Inauguration

Committee (the "PIC") and the Trump International Hotel, Washington D.C. (the "Hotel"). My opinion is to specifically address the pricing contained in that contract and its reasonableness in the marketplace. I have not testified as an Expert Witness at trial or by deposition in the past for years.

My hourly rate is \$375.00. My compensation is not contingent on the outcome of my opinion or of this matter.

I reviewed documents that contained e mails, depositions, reports, competitive hotel contracts and the contracts in question. See Exhibit 2. I also met in person with the Managing Director and the Sales and Marketing Director at the Hotel on December 8th 2020.

Opinion:

It is my professional opinion that the pricing of the function space at \$175,000 per day and Banquet Event Order Pricing represents fair market pricing in a Washington DC marketplace compressed by a Presidential Inauguration. It is also my opinion based on my review of communications between the parties during their negotiations as well as testimony in this case that there is no evidence that would suggest that any processes or efforts by the parties through the negotiation period were anything other than fair and consistent with industry practices.

It is fair to say that the opening quote for the exclusive use of the annex space at the Hotel presented by the general manager was a bit high, but it was a starting point for the negotiation of the exclusive use of the finest function/event space in the District of Columbia during a market compression event. I view this opening proposal as a normal business practice and professional conduct that I would expect from a general manager, so long as an open dialogue is maintained and negotiations pursued. The testimony in this case shows the dialogue was active, there were pricing adjustments, and the parties were efficient in negotiating a price agreement and finalizing a contract for exclusive use of the space.

The Hotel is positioned at the top of the luxury hotel marketplace in the District of Columbia. Factors that contribute to this status include the building's historical importance, meticulous renovation, world class design, luxurious interior spaces, large well-appointed guestrooms, world-class amenities, food and beverage offerings with meeting/function/pre-function facilities that are unrivaled in the District in terms of the quality and functionality, and anchored by the largest, most elegant ballroom in the Washington DC marketplace. As further evidence of the Hotel's quality and position in the marketplace, it received the coveted 5 Star Award from Forbes Travel Guide in 2018, 2019 and 2020, the Four Diamond Award from AAA in 2018, 2019, 2020, it was Ranked #2 in the top 25 luxury hotels in the United States by Trip Advisor in 2020, it was a Gold winner of the best hotels in the United States 2018, 2019, 2020 by US News and World Travel, and it was an Award of Excellence winner in 2019 by Corporate & Incentive Travel, to name a few of the Hotel's accolades. The Hotel is further uniquely positioned for Inaugural activities by the fact that it was brand new, and it is located on Pennsylvania Avenue, along the parade route, within the Secret Service perimeter, and close in proximity to locations and venues that typically host Inaugural events

The management of a hotel is a complicated endeavor due to the fact that a hotel is meant to be efficient from an operating perspective, while at the same time responsive to a daily changing marketplace and its guests. Pricing strategies for luxury hotels are further complicated (especially during periods of market compression) by the fact that hotels contained in a competitive set typically differ from each other significantly in the quality of facilities, locations and the business activities they attract. These factors directly affect a hotel's performance within the marketplace. Therefore, it is imperative that the pricing decisions made by hotel management maintain market positioning and capture fair market share, while maximizing revenue.

There are ebbs and flows of demand in every marketplace. The Washington DC marketplace is particularly subject to compression periods due to the fact the city routinely draws tens if not hundreds of thousands of visitors into the marketplace at the same time. Market compression represents an important opportunity for a hotel to maximize revenue, and it is essential that rates adjust up to both capture the demand and achieve high occupancy. These same dynamics are applicable to pricing for room rentals as well as to pricing for function spaces (meetings) and banqueting events. It is standard operating procedure for all hotels to maximize revenues in compressed markets.

With respect to the contract negotiated by the PIC, the pricing reflects a market in compression resulting from inauguration. I note that guestroom rates in the competitive set tripled (and sometimes more than tripled) during the inauguration, reflecting a market in significant compression.

In addition to compression, two other factors drove the Hotel pricing strategy. First, the PIC would not commit to food and beverage minimums or a guestroom block in the contract, and second, the PIC insisted on the exclusive use of the Annex space. From a revenue generating perspective, committing the entirety of the hotels meeting space without a commitment of guestrooms or food and beverage minimums, The Hotel would eliminate the possibility of booking any other group business that could commit to guestrooms and food and beverage minimums. The Hotel would therefore have to rely solely on the transient market to drive rooms revenue and food and beverage outlets to drive food and beverage revenue. The Hotel would have no assurances that business is going to materialize.

Therefore, from a pricing perspective the Hotel would have to price the exclusive use of the annex space at a premium to mitigate lost revenues. It was reasonable for Mr. Damelin court

to quote the Annex rental pricing accordingly and particularly in the context of a compressed market.

I have reviewed the documents and the deposition testimony, and it is my opinion that the hotels price for the PIC buyout was reasonable under the circumstances. My review of the evidence also confirmed that there is not a shred of indication that the negotiations were anything other than at arm's length and based on the PIC's desire to secure access to hotel space that was incomparable to any other hotel space in that vicinity.

I would also like to comment on the Prayer Breakfast that took place in the Presidential Ballroom on January 20, 2017. I understand that the DC Attorney General is making a comparison between the room rental fee charged for the Prayer Breakfast and the fee charged in the PIC contract. This Prayer event was contracted on September 9, 2016, prior to the hotel opening. It only encumbers the Presidential Ballroom up to 11:00 AM on January 20, 2017, therefore making the room available again to rent by 1:00 PM that day. Income from the event was roughly \$77,000, with appealing breakfast margins. Looking out from September 2016 to a potentially compressed market in January, I believe the booking was important as an unencumbering profitable piece of base business. Its pricing is reflective of the fact that it was secured prior to the opening of the hotel, it occupied space during a time it was likely going to be unused regardless, it yielded significant revenue above the base rental amounts, and it was for the ballroom space only, not the entire Annex. Therefore, I do not believe that the pricing for the two contracts is fairly comparable, or that the pricing for the Prayer Breakfast is a benchmark for what the PIC should have been charged.

CONFIDENTIAL

I hereby certify that this report is a complete and accurate statement of my opinions and the basis and reasons for them, to which I will testify under oath.

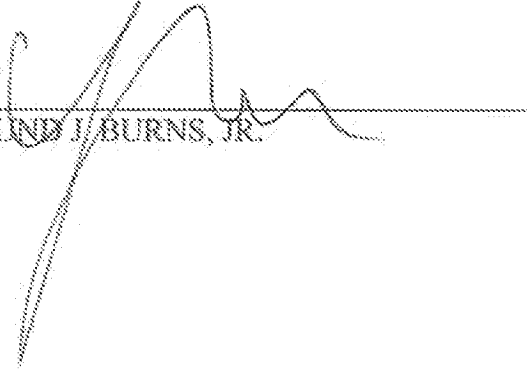

EDMUND J. BURNS, JR.

Exhibit 18

EXPERT REPORT OF MARCUS S. OWENS, ESQ.

District of Columbia, Plaintiff

v.

58th Presidential Inaugural Committee, Trump Organization LLC, and Trump Old Post Office LLC d/b/a Trump International Hotel Washington, D.C., Defendants

I. INTRODUCTION AND SCOPE OF TESTIMONY

1. My name is Marcus S. Owens. I am an attorney licensed to practice law in the District of Columbia and the State of Florida. I am a partner in the law firm of Loeb & Loeb, LLP, located in their Washington, D.C. office. Prior to entering private practice, for 25 years, I was employed by the Internal Revenue Service (“IRS”) in the Exempt Organizations Division. I served as the Director of the Division for the last ten years of my tenure there. In that capacity, I was the chief decision maker regarding the design and implementation of federal tax rulings and enforcement programs for tax-exempt organizations. I also served as the IRS’s chief liaison with other federal agencies, Congress, and state regulators on tax-exempt organizations issues.

2. I have been retained by the Office of the Attorney General for the District of Columbia (“Attorney General” or “OAG”) to provide my expert opinion on certain matters in conjunction with litigation in the Superior Court for the District of Columbia Civil Division involving the 58th Presidential Inaugural Committee (“PIC”), the Trump Organization LLC (“Trump Org”) and the Trump Old Post Office LLC d/b/a Trump International Hotel Washington, D.C. (“Trump Hotel”). Specifically, I have been asked to address whether certain related-party financial transactions constitute, in my opinion, inurement of the net earnings of PIC to private individuals or excessive private benefit, specifically

to Donald J. Trump and three of his children, Donald J. Trump, Jr., Ivanka Trump and Eric Trump (“Trump family”). I have not been asked to address whether organizing inaugural events for supporters of the President-elect constitutes a private benefit to the Republican National Committee or related organizations.

3. For purposes of my analysis, I have been asked to assume that President Donald J. Trump and the Trump family, are the beneficial owners of the Trump Organization and the Trump Hotel.

II. QUALIFICATIONS

1. I have significant experience in federal tax matters involving tax-exempt organizations. As Director of the Exempt Organizations Division, I was the highest-ranking IRS executive with sole responsibility for administration of the federal tax provisions related to tax-exempt organizations. The Division was responsible for federal tax administration matters relating to charities, private foundations, social welfare organizations, labor unions, trade associations, social clubs, unrelated business income tax, political organizations, and other related issues, including self-dealing and excess benefit excise taxes. The Division’s responsibilities also included the development of regulations, revenue rulings, revenue procedures, and the Internal Revenue Manual¹ insofar as the guidance applied to tax-exempt organizations. The Division also was responsible for the design and maintenance of the IRS Form 990 series of returns, including the nature of the questions and the language of the instructions for completing the returns. My duties included overseeing approximately 100

¹ IRM 1.11.2.1.2 (04-22-2020). The Internal Revenue Manual is the official compilation of the policies, authorities, procedures and organizational operations of the IRS. It is a publicly-available document pursuant to 5 USC 552(a)(2)(c).

employees in the Exempt Organizations Division as well as technical tax responsibilities that included overseeing the IRS's efforts relating to the design and implementation of federal tax rulings and enforcement programs for tax-exempt organizations.

2. Before becoming Director of the Division in 1990, I held a variety of positions within the Exempt Organizations Division, including Tax Law Specialist, Technical Advisor to the Director, and Executive Assistant (second in charge of the Division after the Director). In those capacities, I was involved in the analysis of applications for tax-exempt status and the resolution of IRS audits involving tax-exempt organizations where issues of significant importance for tax administration had been identified. I also participated in the review of work involving the processing of applications and the handling of audits of tax-exempt organizations by IRS field offices. I conservatively estimate that I reviewed over 5,000 applications, ruling requests and audits of tax-exempt organizations during my tenure at the IRS.

3. I also served as the primary IRS liaison with other federal agencies, Congress, and state regulators on tax-exempt organizations matters and personally participated in the most significant cases and matters pending in the Division, including testifying at Congressional hearings and briefing members of Congress and staff. During my tenure as Division Director, I held a top secret security clearance.

4. My practice of law since leaving the IRS involves a wide range of tax-exempt organizations, including charities, private foundations, and social welfare organizations. My practice includes providing tax advice on the implications of particular transactions and representing tax-exempt organizations before the IRS and State Attorneys General in the context of applications for exemption, proposed transaction ruling requests, closing agreement

negotiations, and audits. I am a frequent speaker at conferences and seminars on tax-exempt organizations topics.

5. A copy of my curriculum vitae (“CV”) is attached as Exhibit A to this report.

III. PRIOR EXPERT TESTIMONY

I have been engaged as an expert witness in approximately 24 cases, disputes, or arbitrations. In about 20 of the cases, I either provided a written opinion, was deposed, or provided testimony at trial; the remainder of the cases were settled before I had the opportunity to provide my testimony or are still in litigation. In all of the matters, my testimony related to the interpretation of federal tax law and IRS procedures applicable to tax-exempt organizations. A representative list of the matters for which I have been engaged since 2000 is attached as Exhibit B to this report. Within the last four years, I have only testified in a deposition or at trial in one case. In that case, I testified at trial. The case was:

Susan Koret v. Thaddeus N. Taube, Richard Greene, Richard Atkinson, Michael J. Boskin, Anita Friedman, and Abraham D. Sofaer, individually, and in their capacities as Directors of the Koret Foundation, Case No. CGC 14-542069, (Superior Court of the State of California, County of San Francisco, 2016).

IV. MATERIALS REVIEWED

A list of the materials reviewed is attached as Exhibit C to this report.

V. STATEMENT OF COMPENSATION

I am being compensated for my work on this engagement at the rate of \$795 per hour for my time. The payment of my fees is not contingent on the opinions I express in connection with this engagement.

VI. SUMMARY OF CONCLUSIONS

As part of its activities for the 2017 Presidential Inauguration, PIC engaged in negotiations to secure celebratory event space at the Trump Hotel that resulted in benefit to the beneficial owners of the Trump Hotel, beyond what customary business practices would have provided. The facts reflect that the Trump Hotel disregarded its own policies and industry custom regarding pricing for its goods and services and to overcharge PIC for those goods and services. In addition, PIC funds were used for the private benefit of the Trump family, friends and personal staff of Trump family members. As a result, in my opinion, PIC's net income inured to the benefit of the Trump family, and the financial relationship constituted a private benefit to them, as well.

VII. LEGAL AND FACTUAL CONTEXT

1. PIC was incorporated on November 21, 2016 under the Virginia Nonstock Corporation Act to “primarily further the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential inauguration.”²

2. On November 23, 2016, in accordance with Federal Election Commission (“FEC”) rules for inaugural committees,³ PIC's Chief Executive Officer, Sara Armstrong, made an initial filing with the FEC agreeing to comply with the requirements of paragraphs (c) and (d) of 11

² Article Second, Articles of Incorporation of 58th Presidential Inaugural Committee.

³ 11 CFR §104.21.

CFR §104.21 and 11 CFR §110.20(j).⁴ The FEC regulations relating to inaugural committees to which Sara Armstrong referred define an inaugural committee as “the committee appointed by the President-elect to be in charge of the Presidential inaugural ceremony and functions and activities connected with the inaugural ceremony.”⁵

3. In addition to filing with the FEC as an inaugural committee, PIC filed Form 990 returns, the information return required to be annually filed by an organization exempt from federal income tax under section 501(c)(4) of the Internal Revenue Code (“Code”),⁶ for fiscal years ending October 31, 2017 and October 31, 2018. On each of the Form 990 returns filed by PIC, the organization indicated that its tax-exempt status is as an organization described in section 501(c)(4) of the Code.⁷ A Form 990 return is signed under a jurat attesting to the fact that the document and accompanying schedules and statements are “true, correct, and complete.”⁸ As a result, it is appropriate to evaluate PIC’s operations using the standards for inurement and private benefit found in federal tax law applicable to organizations exempt from federal income tax under section 501(c)(4) of the Code.

4. Organizations exempt from federal income tax under section 501(c)(4) of the Code must be operated exclusively for the promotion of social welfare. Tax-exempt status under that

⁴ Letter of November 23, 2016 from Sara Armstrong, Chief Executive Officer, to The Honorable Matthew S. Petersen, Chairman of the FEC.

⁵ 11 CFR §104.21(a)(1).

⁶ Unless otherwise noted, all section references contained herein are to the Internal Revenue Code of 1986, as amended (the “Code”) and all regulatory references are to the Treasury Regulations currently in effect under the Code.

⁷ Form 990, page 1, line I.

⁸ Form 990, Part II.

section of federal tax law is conditioned on the requirement that “no part of the net earnings of such entity inures to the benefit of any private shareholder or individual.”⁹ Treas. Reg.

§1.501(c)(4)-1(a)(2)(i) provides that an organization is operated exclusively for the promotion of social welfare if it is primarily engaged in promoting in some way the common good and general welfare of the people of the community.

5. Treas. Reg. §1.501(c)(4)-1(a)(2)(ii) sets forth several examples of activities that do not provide a community benefit, but rather provide benefits to an individual or to a limited group of people, and thus do not promote the social welfare of the community. The examples provided are: 1) electioneering on behalf of or in opposition to a candidate for public office, 2) the operation of a social club for the benefit, pleasure or recreation of its members, and 3) the operation of a business with the public in a manner similar to organizations operated for profit.

6. The reference to organizations operated for profit is echoed by the language of Treas. Reg. §1.501(c)(4)(B) which precludes tax-exempt status under section 501(c)(4) of the Code if any part of the organization’s “net earnings inure to the benefit of any private shareholder or individual,” that is, “to persons having a personal and private interest in the activities of the organization,”¹⁰ or commonly, “insiders.”¹¹ Identical language appears in section 501(c)(3) of the Code relating to organizations exempt from federal income tax as charities. The IRS takes the position that the phrase “net earnings” is not interpreted in a strict accounting sense to mean

⁹ Section 501(c)(4)(B).

¹⁰ Treas. Reg. §1.501(a)-1(c).

¹¹ Joint Committee on Taxation, *Historical Development and Present Law of the Federal Tax Exemption for Charities and Other Tax-Exempt Organizations*, April 19, 2005, p. 38.

the remainder after expenses are subtracted from gross earnings.¹² Rather, any unjust enrichment, whether out of gross or net earnings, may constitute inurement.¹³ Even a small amount of inurement is significant and is fatal to tax exempt status. In *Spokane Motorcycle Club v. United States*,¹⁴ the District Court stated:

Counsel for plaintiff argues that the amount involved [\$825, representing approximately 8% of gross revenues] is de minimis and no other cases with such a small amount involved have reached the courts. This may be true but it does not change the principle involved Refreshments, goods and services furnished to the members of an exempt corporation from the net profits of the business enterprise are benefits inuring to the individual members.

7. Both the IRS and courts have interpreted the references in section 501(c)(4) of the Code and related Treasury regulations to the “common good and general welfare of the people of the community” and “community benefit” as drawing a distinction between an organization that provides benefits to a particular person or group, i.e. restricted to insiders or particular groups, and an organization whose benefits are available to all persons in the community served.¹⁵

8. It should be noted that the “promotion of social welfare” is also a charitable purpose under the Internal Revenue Code and related Treasury regulations, that is, an appropriate purpose for an organization qualifying as a charity under section 501(c)(3) of the Code.¹⁶ The concept

¹² *Topic C: Overview of Inurement/Private Benefit Issues in IRC 501(c)(3)*, IRS Exempt Organizations Continuing Professional Education Training Text for Fiscal Year 1990.

¹³ *People of God Community v. Commissioner*, 75 TC 127 (1980).

¹⁴ *Spokane Motorcycle Club v. United States*, 222 F. Supp. 151 (E. D. WA 1963).

¹⁵ Compare, for example, *Contracting Plumbers Cooperative Restoration Corp. v. U.S.*, 488 F.2d 684 (2nd Cir. 1973), *cert. denied* 419 U.S. 827 (1974), in which benefits were limited to members of a particular group and Revenue Ruling 79-316, 1979-2 CB 228, in which benefits are provided equally to both members and nonmembers of a group.

¹⁶ Treas. Reg. §1.501(c)(3)-1(d)(2)

of the promotion of social welfare, as in the promotion of the common good and general welfare of the people of the community, has long been a charitable purpose in the common law from which the notion of charity as it is used in the Internal Revenue Code is based, as well as the notion of social welfare within the meaning of section 501(c)(4) of the Code.

9. The common law origins of the concept of charity were noted by the Supreme Court in *Bob Jones University v. United States*.¹⁷ In its decision, the Supreme Court referenced the landmark 1891 decision by the British House of Lords in *Commissioners v. Pemsel*, which found that charity in a legal sense comprised four principal divisions: “trusts for the relief of poverty; trusts for the advancement of education; trusts for the advancement of religion; and trusts for other purposes beneficial to the community, not falling under any of the preceding heads”¹⁸

10. In a reflection of the shared historical roots of the notions of charity, community benefit and the promotion of social welfare, it is not surprising that the concepts used in the Internal Revenue Code and related Treasury regulations to distinguish appropriate from inappropriate behavior for a charity described in section 501(c)(3) of the Code and a social welfare organization described in section 501(c)(4) of the Code are identical: private v. public benefit and a proscription on inurement of net income.¹⁹

¹⁷ *Bob Jones University v. United States*, 461 U.S. 574 (1983); *see also*, *Ould v. Washington Hospital for Foundlings*, 95 U.S. 303 (1877).

¹⁸ *Commissioners v. Pemsel*, [1891] A.C. 531.

¹⁹ Treas. Reg. 1.501(c)(4)-1(a)(2)(i) states: “A ‘social welfare’ organization will qualify for exemption as a charitable organization if it falls within the definition of ‘charitable’ set forth in paragraph (d)(2) of §1.501(c)(3)-1 and is not an ‘action’ organization as set forth in paragraph (c)(3) of §1.501(c)(3)-1.”

11. Transactions between related parties, one of which is a section 501(c)(3) charity or a section 501(c)(4) social welfare organization do not automatically result in inappropriate private benefit or inurement of income, but do so if the transactions are on terms and conditions that provide no more than a fair market value return to the party that is not exempt from federal income tax. If the terms and conditions provide a benefit to the non-exempt party that is greater than the benefit derived by the tax-exempt party, the transaction has the characteristics of an inappropriate private benefit or inurement of income.²⁰

12. While the application of the excise taxes under section 4958 of the Code are not within the jurisdiction of the Attorney General and thus are not the direct issue in this case, the facts giving rise to the excise tax are a concern for that Office. The nature and structure of the excise taxes helps clarify why certain transactions constitute inurement, a subset of private benefit, and others do not. As previously noted, there is no *de minimis* exception under the inurement prohibition in sections 501(c)(3) or 501(c)(4) of the Code and an organization that engages in an inurement transaction may face revocation of tax-exempt status regardless of the amount involved in the event. Until 1996, there was no sanction short of revocation of tax-exempt status in the event of an inurement transaction. In 1996, Congress enacted new “intermediate sanctions,” that is, an alternative to revocation of tax-exempt status based on an inurement transaction, in the form of excise taxes on “excess benefit transactions” between covered tax-exempt organizations and an insider of the organization.²¹ Organizations exempt under either section 501(c)(3) or section 501(c)(4) of the Code are subject to the excess benefits

²⁰ *Church by Mail, Inc. v. Commissioner*, T.C.M. 1984-349, *aff'd* 765 F.2d 1387 (9th Cir. 1985); *est of Hawaii v. Commissioner*, 71 T.C. 1067 (1979), *aff'd* 647 F.2d 170 (9th Cir. 1981).

²¹ *Supra* at Note 11, p. 96.

excise tax in section 4958 of the Code. The excise tax applies to any “excess benefit transaction,” which is defined as any transaction in which an economic benefit is provided by the section 501(c)(3) or section 501(c)(4) organization directly or indirectly to or for the use of any disqualified person, if the value of the economic benefit exceeds the value of the consideration received for providing such benefit. “Disqualified persons” are defined in section 4958(f)(1) of the Code as those persons able to exercise substantial influence over the affairs of the relevant tax-exempt organization. The statute extends the definition of “person” to include a member of the family of the person able to exercise substantial influence.²² The excise tax is paid by the disqualified person receiving the excess benefit. The standards for determining whether transactions involving organizations exempt under section 501(c)(3) or section 501(c)(4) of the Code are excess benefit transactions are identical -- no differentiation is provided in either the Code or the related Treasury regulations. As a result, it is appropriate to look to the guidance provided by Congress in section 4958 of the Code to evaluate whether particular transactions provide an inappropriate benefit to those in a position to exercise substantial influence over the affairs of an organization, such as PIC, that is exempt from federal income tax under section 501(c)(4) of the Code.

13. On each of the Form 990 returns filed by PIC, the organization answered “no” in response to Part IV, line 25a. Line 25a asks “did the organization engage in an excess benefit transaction with a disqualified person during the year.”

14. Treas. Reg. §53.4958-3(a)(1) defines a disqualified person as any person who was in a position to exercise substantial influence over the affairs of an applicable tax-exempt

²² Section 4958(f)(1)(B) of the Code.

organization. Treas. Reg. §53.4958-3(e)(2)(i) identifies the founder of an organization as a person who tends to have substantial influence over an organization. An additional fact indicative of a person having substantial influence is that the person has, or shares, authority to control or determine a substantial portion of the organization's capital expenditures or operating budget.²³ Treas. Reg. §53.4958-3(b) provides that disqualified person status includes the lineal descendants of the disqualified person.

15. Assuming that the assertions made in the FEC filing on November 23, 2016 are correct, it is my opinion that the IRS would consider Donald J. Trump, as President-elect, to be PIC's founder, and thus a disqualified person or "insider" for purposes of the proscription against inurement and for section 4958 of the Code. As a disqualified person, the members of Donald J. Trump's family, including siblings and children, are also disqualified persons or "insiders" for purposes of the proscription against inurement and for section 4958 of the Code.

16. Treas. Reg. §53.4958-4 defines an excess benefit transaction as any transaction in which an economic benefit is provided by an applicable tax-exempt organization directly or indirectly to or for the use of any disqualified person, and the value of the economic benefit provided exceeds the value of the consideration for providing the benefit. Treas. Reg. §53.4958-4(b)(1)(i) provides that the value of property, including the right to use property, for purposes of section 4958 is the fair market value (i.e. the price at which property or the right to use property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy, sell or transfer property or the right to use property, and both having reasonable knowledge of relevant facts).

²³ Treas. Reg. §53.4958-3(e)(2)(iv).

17. The Joint Committee on Taxation observed that both private inurement and private benefit may occur in many different forms, including, for example, excessive compensation, payment of excessive rent, receipt of less than fair market value in sales or exchanges of property, inadequately secured loans, other questionable loans, joint venture activities or conversion transactions.²⁴

18. A corollary to the restrictions on private inurement and private benefit is found in the use of assets for purposes that are not related to accomplishment of an appropriate purpose of the nonprofit organization. For example, the IRS has distinguished between an organization that uses its assets to acquire and preserve ecologically significant land and thus qualifies for tax-exempt status as a charity and an organization that acquires and preserves land that has no ecological significance or otherwise serves a charitable purpose, and thus does not qualify for tax-exemption as a charity.²⁵ As a result, the deployment of assets for uses that do not accomplish an exempt purpose, that is, neither furthering charitable purposes nor advancing social welfare, are not serving a public purpose, but rather a private purpose.

VIII SPECIFIC EVENTS FOR EVALUATION

1. Shortly after its formation, PIC began planning for the inaugural events to occur in January 2017. On November 25, 2017, two days after Sara Armstrong notified the FEC that PIC met the requirements for an inaugural committee under FEC regulations, that is, that the President-elect, Donald J. Trump, had appointed the committee members, Rick Gates, the

²⁴ *Supra* at Note 11, p. 53.

²⁵ Revenue Ruling 78-384, 1978-2 CB 174, distinguishing Revenue Ruling 76-204, 1976-1 CB 152.

Deputy Chairman of PIC, contacted the Trump Hotel on behalf of “the Trump campaign and Inaugural Committee” regarding ballroom space,²⁶ beginning a consistent effort to utilize the Trump Hotel for inaugural events, including “dealing” with a group that had already reserved space in the Hotel.²⁷

2. On November 29, 2016, Ramsey Ratcliffe, PIC’s Deputy Director of Special Events, contacted nine event sites in Washington, DC via electronic mail to inquire about hosting an official PIC event.²⁸ The nine sites were the National Museum of African American History & Culture, the Library of Congress, the National Archives, the National Building Museum, the Andrew W. Mellon Auditorium, the National Gallery of Art, Union Station, the Walter E. Washington Convention Center and the Trump Hotel, the only privately operated hotel on the list of sites initially contacted. Within days of PIC’s commencement of operations, it is clear that PIC contemplated contracting with the Trump Hotel, of which Donald J. Trump and the Trump family are the beneficial owners.²⁹

3. In early December, discussions with the Trump Hotel commenced. The Trump Hotel provided an initial quote of \$3,600,000 for event space rental and minimum food and beverage

²⁶ November 25, 2016 email message between Patricia Tang, Director of Sales and Marketing at the Trump Hotel and Rick Gates, PIC-DCAG00010279.

²⁷ November 29, 2016 email message from Rick Gates to Stephanie Winston Wolkoff: “Stephanie - I will deal with the prayer breakfast people. Let’s talk tomorrow once you settle on what we are doing with Hotel. Thanks.” Plaintiff’s Deposition Exhibit 15, DCAG-00000024-26.

²⁸ November 29, 2016 email between Ramsey Ratcliffe, Stephanie Winston Wolkoff and others, DCAG-00000020-21.

²⁹ District of Columbia’s Opposition to Defendant Trump Organization LLC’s Motion to Dismiss, p. 1. Deposition of Ivanka Trump, December 1, 2020, pages 52- 53.

charges for eight days, or \$450,000 per day.³⁰ PIC's staff, including Rick Gates, immediately raised concerns about the amount of the quote compared to "other property buyouts for the week," as well as the public perception of "PIC paying Trump Hotel a high fee."³¹ Additional discussions ensued regarding pricing of the event space at the Trump Hotel, including a meeting on December 16 between Stephanie Winston Wolkoff, an event planner working with PIC, Ivanka Trump and Donald J. Trump.³² The fact that the meeting included both Donald J. Trump and Ivanka Trump to discuss pricing of the Trump Hotel facilities, in my opinion, aptly demonstrates the level of personal involvement by Donald J. Trump and his family members in PIC's operational decision making, all of whom are disqualified persons for purposes of the excess benefit excise tax and inurement of income.

4. Additional discussions ensued between PIC and the Trump Hotel, eventually leading to an agreement signed on January 10, 2017 under which PIC would pay \$1,033,757 for event space for four days, beginning on January 17 and ending on January 20, 2017. The agreement contained an element of double-booking as it required PIC to pay for the same space, the Presidential Ballroom, that had already been reserved by another organization, the Presidential Inaugural Prayer Breakfast, Inc., of Roanoke, VA ("Prayer Breakfast"), for the morning of

³⁰ December 10, 2016 email between Patricia Tang and Ramsey Ratcliffe, PIC-DCAG00006718-6719.

³¹ December 12, 2016 email between Rick Gates and Ivanka Trump, PIC-DCAG00006718.

³² December 16, 2016 email between Stephanie Winston Wolkoff and Rick Gates, DCAG-00000106-110. Deposition of Stephanie Winston Wolkoff, December 9, 2020, p. 181.

January 20, 2017 for \$5,000. Based on its Form 990 returns, the Prayer Breakfast organization is not controlled by President-elect Donald J. Trump or the Trump family.³³

5. PIC's contract with the Trump Hotel required that PIC pay \$175,000, the equivalent of what would be the rental fee for a full day, for use of the room for only a portion of the day. In other words, PIC would be effectively paying the same amount it would if it had access to the room for a full day, including the period of time that the Prayer Breakfast event was scheduled to occur in the same room under that group's preexisting contract. When the contract with PIC was initially approved by David Anderson, Director of Catering at the Trump Hotel, the price for the rental of the room on January 20 was \$105,000 because of the limited use.³⁴ However, on January 10, Anderson was informed that Mickael Damelin court and Rick Gates had negotiated a rate of \$175,000 and that the initial contract should be changed to reflect the higher rate.³⁵ In my opinion, the substantially greater price charged PIC and the fact that PIC paid for space it could not use because of a prior commitment by the Trump Hotel (space for which PIC could have received free use at one of the other hotel venues under contract to PIC) resulted in private benefit and inurement of PIC's income to President-elect Trump and the Trump family as beneficial owners of the Trump Hotel.

³³ Available at:

https://apps.irs.gov/pub/epostcard/oor/814878899_201709_990EZ_2018080115279394.pdf

³⁴ Declaration of David Anderson, December 18, 2020, p. 2.

³⁵ *Id.*

6. Initially, PIC planned to hold a formal inaugural event on the evening of January 20, 2017 at the Trump Hotel.³⁶ The event was described as an “Inaugural Celebration Toast” in the Trump Hotel ballroom hosted by the Trump children for “friends and family.”³⁷ However, it was eventually decided that the event would not be held. The Trump Hotel, concerned about the loss of revenue if the event was cancelled, raised concerns with PIC about the financial impact on the Trump Hotel.³⁸ In response, PIC agreed to hold a smaller event in its place, essentially a private reception for the Trump family, rather than an inaugural event. Rick Gates described the planned event in an email message to Ivanka Trump on January 11, 2017, as “there will be an after party at the OPO [Trump Hotel] following the inaugural balls on Friday [January 20, 2017]. DJT is not expected to attend but was more for you, Don and Eric.”³⁹ The agreement between PIC and the Trump Hotel provided that PIC would pay for the food and beverages for the event. Rather than an event for a relatively small family group as referenced by Rick Gates, however, the Trump Hotel structured the replacement event for all guests staying in rooms at the Trump Hotel.⁴⁰ The import of PIC paying the Trump Hotel for food and beverages for all guests at the Hotel was to manufacture a large event in the Trump Hotel to enhance the Trump Hotel’s

³⁶ November 29, 2016 email exchange between Ramsey Ratcliffe and Stephanie Winston Wolkoff, PIC –DCAAG00006800-6801; November 30, 2016 email exchange between Rick Gates, Stephanie Winston Wolkoff, Matthew Grimes and Tom Barrack, DCAG-00000034, January 3, 2017 email exchange between Mickael Damelinourt and Rick Gates, TRUMPORG_000148-149.

³⁷ PIC KICK-OFF MEETING AND SITE VISITS DEBRIEF NOVEMBER 28TH – 29TH, DCAG-00000554.

³⁸ January 3, 2017 email exchange between Mickael Damelinourt and Rick Gates, TRUMPORG-000148-149.

³⁹ January 11, 2017, email message between Rick Gates and Ivanka Trump, DCAG-00017364-17365.

⁴⁰ Deposition of Richard W. Gates, III, December 17, 2020, pages 292-293.

revenue and offset the loss in income from cancellation of the originally planned inaugural event. PIC's funds were thus wasted for purposes that did not further PIC's mission, thus resulting in a private benefit and inurement of income to Donald J. Trump and the Trump family, as the beneficial owners of the Trump Hotel, to the extent of the cost to PIC of the event.

7. The Trump Hotel's customary policy, in accord with industry practice in Washington, DC at the time, was to provide event space at a negotiated rate, depending on the amount of revenue anticipated for an event, which could include free meeting space when a group agreed to rent a large block of hotel rooms.⁴¹ While PIC, specifically Rick Gates, did not commit to a block of rooms at the Trump Hotel, he created an arrangement under which significant donors to PIC could have access to rooms at the Hotel through PIC.^{42,43} Confirming industry practice, another hotel in Washington, DC, the Fairmont Hotel, provided PIC with free event space based on a reservation of a block of rooms during the inauguration.⁴⁴

8. As a result, PIC paid for event space that would have been provided on a negotiated reduced rate or on a potentially complimentary basis under the Trump Hotel's own policy at the time, and under industry practice, given the amount of revenue PIC was bringing to the Trump

⁴¹ Deposition of Mikael Damelin court, November 16, 2020, pages 130-131.

⁴² Deposition of Patricia Tang, December 3, 2020, pp. 193-196. Exhibit 50, email exchanges between Patricia Tang and Seth Kaplan, December 6, 2016 – December 13, 2016.

⁴³ While PIC did not have a fully executed contract for a block of rooms at the Trump Hotel, the Trump Hotel held its rooms off the market as if an executed contract was in place and allowed PIC to give donors access to these rooms. *See* Deposition of Richard W. Gates, III, December 17, 2020, pages 257-259.

⁴⁴ Contract between PIC and Fairmont Washington, DC, dated December 30, 2016, p. 3, Plaintiff's Deposition Exhibit 2, PIC-DCAG00001742-1769, at PIC-DCAG00001745.

Hotel through room rental to significant donors to PIC, rental of meeting space and catering revenue PIC.

9. In my opinion, as a result of the Trump Hotel charging PIC for space that the Trump Hotel would have provided on a complementary basis to other customers under its policy at the time, based on the number of hotel rooms reserved by PIC, PIC permitted its funds to inure to the benefit of Donald J. Trump and the Trump family, as the beneficial owners of the Trump Hotel.

10. Despite its success in negotiating significantly more favorable terms for event space at the Fairmont Washington, DC Hotel, PIC did not seek competing offers from other sites for the events held at the Trump Hotel. PIC paid the Trump Hotel a total of \$1,033,757 for services related to the two inauguration events it held at the Trump Hotel, including venue rental costs and associated food charges.⁴⁵

11. In a final misuse of PIC's funds, in July 2017, fully six months after the inauguration, the PIC was notified by the Trump campaign of an unpaid invoice for the Loews Madison Hotel, a hotel in Washington, DC, with which PIC had not entered into an agreement for meeting space or hotel rooms.⁴⁶ The invoice forwarded to PIC was for \$49,358.92 for rooms that had been reserved and rented during inauguration week by personal staff of Donald J. Trump, Jr., but for which the charges had not been paid.⁴⁷ PIC only became aware of the

⁴⁵ .PIC-DCAG00007767-68 (excerpt of document Bates-stamped PIC-DCAG00007724)

⁴⁶ Plaintiff's Deposition Exhibit 30, PIC-DCAG00010301; Deposition of Richard W. Gates, III, December 17, 2020, pages 307-319.

⁴⁷ Plaintiff's Deposition Exhibit 29, PIC-DCAG00010303.

arrangement with Loews Madison Hotel when PIC was contacted by the Trump campaign, yet PIC paid the delinquent invoice.⁴⁸

12. The preceding transactions, in my opinion, are related party transactions as President-elect Trump is a PIC insider who clearly had a significant ability to influence PIC's decision-making, and he is the beneficial owner of the Trump Hotel. He was involved in decisions regarding PIC and the Trump Hotel and those decisions resulted in the Trump Hotel, and ultimately, its owner, benefiting to a greater degree than otherwise would have occurred.

13. The use of PIC's assets to provide inappropriate private benefit to President Donald J. Trump through related party transactions involving the 2017 Presidential Inauguration also resulted in PIC's income inuring to his benefit as the ultimate owner of the Trump Hotel. Such an exploitation of a tax-exempt social welfare organization corresponds to a pattern of using a charity for personal private benefit reflected in seven related party transactions between 2007 and 2016 involving Donald J. Trump and the Donald J. Trump Foundation, Inc., ("Trump Foundation"), a private foundation exempt from federal income tax under section 501(c)(3),⁴⁹ including having the Trump Foundation pay for advertising for the Trump Hotel in 2013, an expenditure that did not serve any purpose related to the Trump Foundation, but did constitute a private benefit to the Trump Hotel and its beneficial owners, Donald J. Trump and the Trump

⁴⁸ Deposition of Heather Martin, October 20, 2020, pages 157-160.

⁴⁹ The Trump Foundation was ordered dissolved in *The People of the State of New York, by Letitia James, Attorney General of the State of New York v. Donald J. Trump, Donald J. Trump, Jr., Eric F. Trump and the Donald J. Trump Foundation*, Supreme Court of the State of New York, County of New York, Index No. 451130/2018, November 7, 2019.

family.⁵⁰ The seven transactions were the subject of an investigation by the New York Attorney General which resulted in a Stipulation of Final Settlement signed on November 7, 2019 in which Donald J. Trump, through his attorneys, agreed that the seven transactions constituted acts of self-dealing and misuse of Trump Foundation funds through related party transactions.⁵¹

14. As an observation on how inappropriate private benefit can occur, the Association of Certified Fraud Examiners (“ACFE”) in its *Report to the Nations – 2020 Global Survey on Occupational Fraud and Abuse*, which includes both for-profit and nonprofit organizations, classifies occupational fraud and abuse as including corruption, asset misappropriation and financial statement fraud.⁵² The ACFE defines “occupational fraud” as the use of one’s occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization’s resources or assets. The ACFE also observes in its Report that “within the broad category of asset misappropriation, fraudsters use several methods to steal funds and other resources from their employers,” including the most common of which in the ACFE survey were billing schemes involving, for example, inflated invoices and billing for services not actually rendered. The ACFE concluded that owners/executives are generally in a better position to override controls than their lower-level counterparts, and they often have greater access to an organization’s assets,⁵³ a fact demonstrated by the relationship between PIC and the Trump Hotel, as well as the prior relationship between the Trump Foundation and the Trump Hotel.

⁵⁰ *Id.*, at p. 7.

⁵¹ *Id.*

⁵² *Report to the Nations – 2020 Global Survey on Occupational Fraud and Abuse*, Association of Certified Fraud Examiners, available at: <https://www.acfe.com/report-to-the-nations/2020/>.

⁵³ *Id.* at p. 38.

15. The record is clear that PIC intentionally expended funds at a comparatively small number of events at the Trump Hotel during four days of inaugural activities. Even if PIC ultimately obtained goods and services at fair market value, the very decision to undertake events at the Trump Hotel resulted in a private benefit to the Trump Hotel and, accordingly, its beneficial owners, Donald J. Trump and the Trump family. While goods and services may have been provided at fair market rates, the record, as discussed in my report, reflects payments for space that was unavailable as it was already reserved by a separate organization and space, food and beverages for a post-inaugural event that was significantly greater than PIC intended. As noted by Mickael Damelin court in his deposition, the Trump Hotel “had a very good week” with “high occupancy and a very good rate,” which was the inevitable result of the operational philosophy of the Trump Hotel — “We are going to try whenever we can to maximize revenue.”⁵⁴ The unstated result was private benefit to the beneficial owners of the enterprise, Donald J. Trump and the Trump family.

IX. Conclusions

In my opinion, the facts surrounding the negotiation and eventual use of the Trump Hotel by PIC resulted in private benefit and inurement of PIC’s income to the benefit of the Trump Hotel, and, ultimately, Donald J. Trump and the Trump family as the beneficial owners of the Trump Hotel, by virtue of: 1) entering into a business relationship with the Trump Hotel in the first instance, 2) charging PIC excessive fees, in excess of what would have been charged under the Trump Hotel’s own policy and customary business practice, 3) having PIC pay for facilities that could not be used as they had already been rented at a lower fee to another organization and

⁵⁴ Deposition of Mickael Damelin court, November 16, 2020, p. 271.

4) having PIC pay for facilities for a private Trump family event not part of the inauguration and in an amount far greater than PIC planned. In total, the Attorney General asserts that \$1,033,757 million was paid to the Trump Hotel for the ultimate benefit of President Donald J. Trump and the Trump family,⁵⁵ with an additional \$49,358.92 in payments to the Loew's Madison Hotel for unpaid expenses incurred by Trump family acquaintances.

I reserve the right to update this report if additional documents or information becomes available to me.

I hereby certify that this report is a complete and accurate statement of all of my opinions, and the basis and reasons for them, to which I will testify under oath.

Respectively submitted,

Marcus S. Owens



Date

1/5/2021

⁵⁵ *Supra* at note 37.

EXHIBIT A
MARCUS S. OWENS

Current Position

Partner

Loeb & Loeb, LLP

901 New York Avenue, NW, Suite 300 East

Washington, DC 20001

Education

Bachelor of Arts, Florida State University, 1971

Juris Doctor, Duke University, 1974

Professional Licenses

Member, Florida Bar

Member, District of Columbia Bar

U.S. Supreme Court -- Admitted to Practice

U.S. District Court of Appeals for the District of Columbia Circuit -- Admitted to Practice

U.S. Tax Court -- Admitted to Practice

Professional and Business History

Partner, Loeb & Loeb, LLP, 2015 - Present

Member, Caplin & Drysdale, Chartered, 2000 -- 2015

Director, Exempt Organizations Division, Internal Revenue Service ("IRS"), 1990 -- 2000

Executive Assistant, Exempt Organizations Division, IRS, 1988 -- 1990

Technical Advisor to the Director, Exempt Organizations Division, IRS, 1984 -- 1988

Tax Law Specialist, Exempt Organizations Division, IRS, 1975 -- 1984

Professional and Business Affiliations

American Bar Association, Section on Taxation, Co-Chair of Subcommittee on Exempt Organizations Audits and Appeals

Director, The Pemsel Case Foundation, Edmonton, Alberta, Canada

Awards and Commendations

Listed in *The Best Lawyers in America* in the categories of Nonprofit/Charities Law (2018-2020), Tax Law (2018-2020) and Trusts and Estates (2008 – 2017)

Named “Washington DC Super Lawyer” in Nonprofit Organizations by Thomson Reuters (2012 -2018)

Highest “AV Preeminent (5 out of 5)” Professional Rating, *Martindale-Hubbell Law Directory*

Recognized as a leading lawyer in Domestic Tax: East Coast in *The Legal 500 US* (2011, 2013 – 2014 and 2016 - 2018)

Chambers USA “Leading Lawyer” (2009 – 2012)

Nonprofit Times Top 50 Most Influential People in Nonprofit Sector (1998, 1999 and 2001)

IRS Assistant Commissioner’s Award (2000)

IRS Commissioner’s Award (1992)

Professional and Business Experience

Significant private practice experience in federal tax matters involving tax-exempt organizations. Practice at Loeb & Loeb and at Caplin & Drysdale has involved a wide range of tax-exempt organizations, including charities, private foundations, social welfare organizations, trade associations and political organizations. Advice has involved the tax implications of particular transactions and the representation of tax-exempt organizations before the IRS in both applications for exemption, private letter ruling requests and audits. Represents tax-exempt organizations in matters involving state attorneys general. Frequent speaker on tax-exempt organizations topics.

Prior to entering private practice, was the highest ranking IRS executive with sole responsibility for tax-exempt organizations. Responsibilities included the design and implementation of federal tax rulings and enforcement programs for tax-exempt organizations, including charities, social welfare organizations, labor unions, trade associations, social clubs, political organizations, unrelated business income tax and tax-exempt bonds. Served as the primary IRS liaison with other federal agencies, Congress and state regulators on tax-exempt organizations issues. Top secret security clearance.

Professional Publications

- “Challenged Regulators,” *Regulating Charities: The Inside Story*, McGregor-Lowndes, Myles & Wyatt, Bob (Eds.) Routledge Studies in the Management of Voluntary and Non-Profit Organizations. Routledge Taylor & Francis Group, New York, NY (2017)
- “Exile to Main Street: The I.R.S.’s Diminished Role in Overseeing Tax-Exempt Organizations,” *91 Chi.-Kent Law Review* 859 (2016)
- “Zuckerberg’s Delight,” *Taxation of Exempts*, May/June 2016
- “Obergefell, Bob Jones, and the IRS,” *AHLA Connections*, March 2016
- “International Grantmaking by US Foundations,” *The Philanthropist*, April 14, 2015
- “Litigation as a Tool for Achieving Public Policy Goals: The US Experience,” *The Philanthropist*, May 19, 2014
- “Preparing for and Navigating Complex IRS Examinations,” *Taxation of Exempts*, May 31, 2013
- “Keep Those Tweets: An Overlooked Social Media Message,” *The Exempt Organizations Tax Review*, August 1, 2012
- “Private Foundations and the Protection of Assets,” *Tax Analysts, Special Report*, June 1, 2009
- “Charities and Governance: Is the IRS Subject to Challenge?” *Tax Analysts*, November 18, 2008
- “Penalizing Instigators of Political Campaign Intervention,” *Tax Notes*, October 30, 2006
- “New Tax Sanctions for Canadian Charities: Learning from the US Experience,” *Canadian Tax Journal*, 2006, Vol. 54, No. 1
- “Legal Framework of International Philanthropy: The Potential for Change,” *Pace Law Review*, Spring, 2005
- “IRS Form 990 Donor Disclosure,” *The Exempt Organizations Tax Review*, March 1, 2002
- “Politicians, Nonprofits, and Opportunities for Personal Enrichment,” *Exploring Organizations and Advocacy*, August 2001
- “Congress Requires Disclosure by Section 527 Organizations,” *Journal of Taxation of Exempt Organizations*, November/December 2000
- “UBIT and Links to Corporate Sponsors,” *Business Officer*, September 2000
- Editor, *IRS Exempt Organizations Continuing Professional Education Technical Instruction Program for Fiscal Years 2000, 1999, 1997, 1996, 1995, 1994, 1993, 1992*

EXHIBIT B

MARCUS S. OWENS

Representative Prior Expert Witness Engagements

1. *Process Specialties, Inc. v. SEMATECH, Inc.*, 2001 W.L. 36105562 (E.D. Ca. 2001)
2. *Gerold Garrett, M.D.; Dorothy Laidig, Personal Representative o the Estate of Clair E. Laidig, M.D.; Michael Goodwin, M.D.; Ronald G. Neuberger; Paul Paulson, M.D., and MRI, Inc. v. Swedish Health Services; Puget Sound Radiology/Radial; and James Rogers, M.D.*
3. *Downey Regional Medical Center, Inc. and Downey Regional Medical Center Hospital, Inc. v. Travelers Casualty and Surety Company of America.*
4. *Linda V. Urdu v. Buchingham, Doolittle & Burroughs*, No. CV 2002 11 6553 (Ct Comm. Pl., County of Summit, Ohio, 2005).
5. *Vision Service Plan v. United States*, 96 A.F.T.R. 2d 2005-7440 (E. D. Cal. 2005).
6. *The Waterhouse Charitable Trust*, Case No. 04-1-0013 (Cir. Ct, First Cir., Hawaii, 2006).
7. *United States of America v. Muhamed Mubayyid, Emadeddin Z. Muntasser and Samir Al-Monla a/k/a Samir Almonla*, Crim. No. 05-40026-FDS, (US D.C., D. Mass. 2007).
8. *CSAHS/UHHS-Canton, Inc. v. Aultman Health Foundation*, No. 2007-CV-05277 (Ohio Ct. Comm. Pl. 2007).
9. *In re: The Clarence T.C. Ching Foundation Trust Agreement*, No. 06-1-0114 (Haw. Ct. App. 2007).
10. *United States v. Muhammad Tariq Randhawa* (D.C. N. D. Fla 2008).
11. *Robertson v. Princeton University*, Dkt. No. C-99-02, (Sup. Ct. NJ, Chancery Div., 2008).
12. *United States v. Pirouz Sedaghaty*, No. CR 05-60008HO (U.S. D.C., Dist. Ore., 2011)
13. *In re: Southern Africa Enterprise Development Fund*, No. 50 148 T 0055212 (Arbitration) (2013)
14. *Institute for Justice, Robin Farris, Recall Dale Washam, and Oldfield & Helsdon, PLLC v. State of Washington, Washington State Public Disclosure Commission*,

Amit Ranade, Barry Sehlin, Grant Degginger, Kathy Turner and Andrea McNamera Doyle, No. 13-2-10152-7 (Superior Court of the State of Washington in and for Pierce County 2014).

15. *In re: Jean Stalder Charitable Trust*, No. 02-13-01250 (Pa. Ct. Comm. Pl. 2015)
16. *United States v. Tyrone Brooks, Sr.*, Criminal Indictment No. 1:13CR206, (U. S. D. C., N. D. Georgia, Atlanta Division, 2015)
17. *Susan Koret v. Thaddeus N. Taube, Richard Greene, Richard Atkinson, Michael J. Boskin, Anita Friedman, and Abraham D. Sofaer, individually, and in their capacities as Directors of the Koret Foundation*, Case No. CGC 14-542069, (Superior Court of the State of California, County of San Francisco, 2016).
18. *Marguerite A. Walk Private Foundation Corporation and Maurice Walk Fine Arts Foundation v. Grand Teton Music Festival, Inc., and GTMF Support Facilities, Inc.*, Civil Action No. 1:16-cv-00155-NDF, (U.S. Dist. Ct. D. WY).
19. *Commonwealth of Pennsylvania v. New Foundations Inc.; Firetree, LTD; Orange Stones Co.; Allen E. Ertel, Catherine Ertel, Edward Ertel, Amy Ertel, and William C. Brown*, No. 36 MD 2014 (Ref. No. 457 MD 2013), (Commonwealth Court of Pennsylvania).
20. *Seal Cove Auto Museum v. Spinnaker Trust, John Higgins, and John Sanford and her capacity as Attorney General*, Civil Action Docket No. CV-2016-333, (Superior Court, Cumberland County, State of Maine).
21. *PATH (Program for Appropriate Technology in Health, Request for Evidence, United States Citizenship and Immigration Services proceeding on Petition for Nonimmigrant Worker Form I-129 (H-1B visa)*, June 6, 2019.
22. *In the matter of the application of Boca Raton Regional Hospital, Inc. for a determination as to the construction and effect of a disposition of property in the Richard Blackman Revocable Trust, as referred to in, and funded by, Article Second of the last will and testament of Richard Blackman, Deceased, Surrogate's Court of the State of New York, County of Nassau*, File No. 2012-371737, June 9, 2020.
23. *The University of Texas Health Science Center at Houston, Nicholas Bell, M.D., Andrew Casas, and Kevin Dillon, Plaintiffs v. Hermann Eye Fund, Alfred W. Lasher, III, Morris Gelb, William M. Hitchcock, and Alfred J. Moran, Defendants*, Cause No. 2019-32924, District Court of Harris County, Texas, 152nd Judicial District, July 3, 2020.

24. *In the Matter of: The Estate of Roy E. Mevers, Jr., South Carolina Attorney General, Plaintiff/Counter-Claim Defendant, v. Minnie Lee Newman Mevers, Defendant/Counter-Claim, Plaintiff/Cross-Claim, Plaintiff/Third-Party Plaintiff v. J. James Duggan, as Special Administrator of the Estate of Roy E. Mevers, Jr., Cross-Claim Defendant/Third-Party Defendant, Case No.: 2020-CP-10-04089, Court of Common Pleas, County of Charleston, State of South Carolina, September 21, 2020.*

EXHIBIT C
MATERIALS REVIEWED

In addition to the materials referenced in my expert report, I was provided with, and reviewed, the following materials by the Office of the Attorney General for the District of Columbia:

- All Deposition Transcripts and Exhibits Thereto:
 - Ramsey Stewart (Ratcliffe)
 - Sara Armstrong
 - Heather Martin
 - Eric Danziger
 - Patricia Tang
 - Mickael Damelincourt
 - Tom Barrack
 - Ivanka Trump
 - Stephanie Winston Wolkoff
 - Richard Gates

- Selection of Documents Produced by Defendants:
 - PIC-DCAG00003714-15
 - PIC-DCAG00003716-17
 - PIC-DCAG00004163-64
 - PIC-DCAG00004165-73
 - PIC-DCAG00004174-75
 - PIC-DCAG00004176-81
 - PIC-DCAG00004249-4365
 - PIC-DCAG00004739-4856
 - PIC-DCAG00004863-71
 - PIC-DCAG00005709-11
 - PIC-DCAG00006129-35
 - PIC-DCAG00006207-08
 - PIC-DCAG00006718-19
 - PIC-DCAG00007803-47
 - PIC-DCAG00008219
 - PIC-DCAG00008614-16

- PIC-DCAG00009798-9830
- PIC-DCAG00010727
- PIC-DCAG00010983-85
- TRUMPORG_001492
- PIC-DCAG00006691-6700
- TRUMPORG_001517-1519
- PIC-DCAG00006720-21
- PIC-DCAG00006718-19
- PIC-DCAG00006797-98
- PIC-DCAG00006207-6208
- PIC-DCAG00006707-6709
- TRUMPORG_001420
- TRUMPORG_001477
- PIC-DCAG00007782-7788
- TRUMPORG_000808-811
- TRUMPORG_000783-797
- PIC-DCAG00008586-8592
- PIC-DCAG00005709-5711
- TRUMPORG_000758-768
- PIC-DCAG00003917-3926
- TRUMPORG_000757
- TRUMPORG_001764
- PIC-DCAG00006643-6656
- PIC-DCAG00006129-6192
- PIC-DCAG00006556-6574
- PIC-DCAG00000417-492
- PIC-DCAG00002343-54
- PIC-DCAG00006393-6410
- PIC-DCAG00006411-22
- PIC-DCAG00009981-88
- PIC-DCAG00010001-14
- PIC-DCAG00010301-02
- PIC-DCAG00010061-72
- PIC-DCAG00010073-85
- PIC-DCAG00010086-99
- PIC-DCAG00010100-10
- PIC-DCAG00007724-7768
- TRUMPORG_004026
- TRUMPORG_004033
- PIC-DCAG00007630
- PIC-DCAG00007715
- PIC-DCAG00007578
- PIC-DCAG00007324

- PIC-DCAG00007653
- PIC-DCAG00007692
- PIC-DCAG00007201
- PIC-DCAG00007456
- PIC-DCAG00007463
- PIC-DCAG00007462
- PIC-DCAG00007315
- PIC-DCAG00007320
- PIC-DCAG00007197
- TRUMPORG_002203
- TRUMPORG_006331
- TRUMPORG_001115
- TRUMPORG_002714
- PIC-DCAG00007648
- TRUMPORG_001693
- TRUMPORG_001204
- TRUMPORG_002153
- TRUMPORG_002202
- TRUMPORG_001114
- TRUMPORG_001255
- TRUMPORG_005373
- TRUMPORG_005380
- PIC-DCAG00003001
- TRUMPORG_005376
- TRUMPORG_001203
- TRUMPORG_001911
- TRUMPORG_001910
- TRUMPORG_000709
- TRUMPORG_000681
- PIC-DCAG00006581
- TRUMPORG_001909
- TRUMPORG_001881
- PIC-DCAG00006148
- TRUMPORG_001880
- TRUMPORG_000679
- TRUMPORG_004795
- TRUMPORG_004798
- PIC-DCAG00006543
- TRUMPORG_000312
- PIC-DCAG00006564
- PIC-DCAG00006193
- PIC-DCAG00006575
- PIC-DCAG00006136

- PIC-DCAG00006145
- PIC-DCAG00006550
- TRUMPORG_004930
- TRUMPORG_004928
- TRUMPORG_004818
- TRUMPORG_004808
- TRUMPORG_000508
- TRUMPORG_004829
- TRUMPORG_004999
- TRUMPORG_004993
- PIC-DCAG00006646
- TRUMPORG_004650
- TRUMPORG_004724
- TRUMPORG_004722
- PIC-DCAG00006774
- PIC-DCAG00006657
- PIC-DCAG00006773
- PIC-DCAG00006660
- TRUMPORG_001765
- TRUMPORG_000754
- TRUMPORG_001867
- PIC-DCAG00005712
- PIC-DCAG00006787
- TRUMPORG_000769
- PIC-DCAG00006196
- TRUMPORG_000858
- TRUMPORG_000788
- TRUMPORG_000798
- TRUMPORG_006377
- TRUMPORG_001732
- TRUMPORG_005102
- TRUMPORG_006379
- TRUMPORG_001806
- TRUMPORG_001809
- TRUMPORG_000877
- TRUMPORG_001814
- TRUMPORG_000868
- PIC-DCAG00010284
- PIC-DCAG00007173
- PIC-DCAG00010281
- TRUMPORG_001485
- TRUMPORG_001392
- TRUMPORG_001398

- PIC-DCAG00007645
- PIC-DCAG00007170
- PIC-DCAG00007159
- PIC-DCAG00006816
- PIC-DCAG00006794
- TRUMPORG_002463
- TRUMPORG_001512
- TRUMPORG_002489
- TRUMPORG_002488
- TRUMPORG_002486
- PIC-DCAG00003914
- PIC-DCAG00008215
- PIC-DCAG00007683
- TRUMPORG_003365
- TRUMPORG_002650
- TRUMPORG_003366
- PIC-DCAG00010279
- TRUMPORG_002390

- Selection of Documents Produced by Third Parties:

- DCAG-00000554-62
- DCAG-00009496
- DCAG-00009705
- DCAG-00009707
- DCAG-00009709
- DCAG-00018926
- DCAG-00000408
- DCAG-00000402
- DCAG-00000300
- DCAG-00000234
- DCAG-00000435
- DCAG-00000437
- DCAG-00000432
- DCAG-00000434
- DCAG-00000433
- DCAG-00009711
- DCAG-00009710
- DCAG-00009704
- DCAG-00009706

- Detail of Transactions with Trump Hotel
- Summary of Preliminary Observations re Transactions with Trump Hotel
- David Anderson Declaration
- PowerPoint with Investigation Documents – Overview of Negotiations between PIC and Trump Hotel
- Summary of Factual Allegations
- Overview of PIC Negotiations with Trump Hotel and Comparison with Other Hotel Contracts
- Deposition Transcript of Mai-Lan Smith
- Pleadings:
 - PIC Motion to Dismiss
 - Trump Hotel Motion to Dismiss
 - Trump Org Motion to Dismiss
 - District’s Combined Opposition to PIC’s and Trump Hotel’s Motions to Dismiss
 - District’s Opposition to Trump Org’s Motion to Dismiss
 - PIC Reply
 - Trump Hotel Reply
 - Trump Org Reply

Exhibit 19



Deposition of:
Marcus S. Owens

March 1, 2021

In the Matter of:

**District of Columbia v. 58th
Presidential Inaugural Committee, 2002**

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1 an accounting firm to complete and file their
2 required financial filings, is that a private
3 benefit to the -- the financial firm?

4 A Yes.

5 Q And would that be a permissible private
6 benefit?

7 A Yes.

8 Q Even though it doesn't go to the broad
9 class that the tax-exempt organization is
10 serving?

11 A It is a necessary expense of operating
12 the organization, same as salaries and other
13 payments that are necessary to actually undertake
14 the activities of the organization. So the
15 private benefit that's accrued from paying the
16 expense of the accounting firm is actually
17 necessary as part of the industry of the
18 tax-exempt services, whatever those may be.

19 Q So contracts with outside parties in
20 general are going to convey a private benefit to
21 somebody; is that correct?

22 A Yes.

1 Q But in the case of inurement, somebody
2 within that outside entity contracting with the
3 tax-exempt organization is considered an insider
4 to the tax-exempt organization. That's what
5 makes it inurement. Do I have that right?

6 A Generally, yes.

7 Q And is inurement ever permitted for a
8 tax-exempt organization?

9 A For a tax-exempt organization who's
10 exempt under Section 501(c)(3) and 501(c)(4), the
11 answer is no.

12 Q Not under any circumstances?

13 A Not under any circumstances. Even one
14 dollar of inurement will jeopardize tax-exempt
15 status of the organization.

16 Q Does it matter whether the value
17 provided to the tax-exempt organization in that
18 transaction was consistent with fair market
19 value?

20 A The issue is whether inurement will
21 jeopardize tax-exempt status. Fair market value
22 transactions do not constitute inurement.

1 Q Even if it's a fair market value
2 transaction with an insider to the tax-exempt
3 organization?

4 A That is correct.

5 Q Before we leave behind your prior work
6 as an expert, have we discussed all the matters
7 where you were testifying or consulting on behalf
8 of a state or federal enforcement authority?

9 A Yes.

10 Q Let's -- I'm going to show you a
11 document. It should be familiar to you.

12 MR. LEVISS: Go to tab 1.

13 MR. BASHOUR: Yeah.

14 MR. LEVISS: Do you have access to the
15 exhibit folder on screen?

16 THE WITNESS: Let me see.

17 MR. LEVISS: This is where it gets
18 tricky.

19 THE WITNESS: Yes. Yes, I -- I do have
20 that.

21 MR. LEVISS: Okay. George is going to
22 try to populate that.

1 MR. BASHOUR: It should be
2 distributing.

3 (Owens Exhibit Number 1
4 was marked for identification.)

5 BY MR. LEVISS

6 Q If there's no exhibit in the folder
7 right now, you may need to refresh your -- your
8 browser.

9 A How do I do this in this software
10 system? Oh, wait a minute. Here it is. I see
11 it. Exhibit 1.

12 Q Okay. Do you recognize this document?

13 A Yes.

14 Q It's your subpoena in this case?

15 A Correct.

16 Q Do you understand that you're
17 testifying here today pursuant to this subpoena?

18 A Yes, I do.

19 Q And I'm going to ask you to look at a
20 second document. It should be --

21 MR. LEVISS: Erick, what exhibit number
22 is the subpoena? Is that going to be Exhibit 1?

1 BY MR. LEVISS

2 Q Are there any -- I'm not interested
3 in -- in, you know, happy to glad type of -- of
4 typos, but are there substantive corrections that
5 you can call to our attention?

6 A No.

7 Q I'm going to ask you to turn to page 10
8 of this report, your opening report. I believe
9 it's 14 on the PDF screen. Tell me if you're
10 there.

11 A I'm on page 10 now.

12 Q Okay. So paragraph 11 at the top of
13 page 10, it reads: "Transactions between related
14 parties, one of which is a section 501(c)(3)
15 charity or a section 501(c)(4) social welfare
16 organization do not automatically result in
17 inappropriate private benefit or inurement of
18 income, but do so if the transactions are on
19 terms and conditions that provide no more than a
20 fair market value return to the party that is not
21 exempt from federal income tax."

22 Did you see the line I just read?

1 A Yes.

2 Q Are you saying in this sentence that I
3 just read that a transaction between a 501(c)
4 organization and another entity results in
5 inappropriate private benefit or inurement if the
6 transaction provides compensation to the
7 non-tax-exempt organization that is equal to the
8 fair market value of the goods and services
9 provided?

10 A No. This was, I think, one of the
11 typographical errors. I think the word -- I left
12 out a word here. This -- my verbiage was not --
13 not the clearest.

14 Q So -- and what's missing and what --
15 what -- what should this --

16 A Well, as I -- as I testified earlier
17 this morning, transactions that are on fair
18 market value -- that are fair market -- fair
19 market value terms do not result in inurement.

20 And private benefit, it's private
21 benefit that would be inappropriate. Private
22 benefit occurs in any transaction where there's

1 an exchange of money or something of value. The
2 question is whether it's inappropriate.

3 Q But I'm wondering about the phrase that
4 they do so if the transactions are in terms and
5 conditions that provide no more than a fair
6 market value return to the party that is not
7 exempt from federal income tax. That -- that
8 sentence seems reversed from the explanation you
9 provided about private benefit.

10 A Well, that -- that -- that is correct.
11 That sentence was miscast. It should have
12 said -- it should not have said but do so, but
13 don't do so. You'll see this following sentence,
14 which was an accurate description of the
15 standard. So the --

16 Q Okay.

17 A -- typographical error is in the first
18 sentence.

19 Q Okay. So it --

20 A The first paragraph --

21 Q -- should be --

22 A -- first sentence.

1 Q So it should be something to the effect
2 of, but do not if the transaction, rather than do
3 so if the transaction; is that right?

4 A If -- if the transactions are at fair
5 market value, they do not result in inurement or
6 inappropriate private benefit.

7 Q I'm going to refer to this report as
8 your opening report or the opening report.
9 You'll understand what I'm referring to?

10 A Yes.

11 Q Let's look at your updated opening
12 report.

13 MR. LEVISS: So, George, please add
14 that to the Exhibit Share. That's Exhibit 3.

15 (Owens Exhibit Number 3
16 was marked for identification.)

17 BY MR. LEVISS

18 Q Do you see the document?

19 A Yes, I do.

20 Q Do you recognize it?

21 A Yes, I do.

22 Q Did you submit this expert report in

1 the District of Columbia versus 58th Presidential
2 Inaugural Committee litigation?

3 A Yes, I did.

4 Q Did you draft this document?

5 A Yes, I did.

6 Q Is there anything in this version of
7 your expert report that you would amend today to
8 make it consistent with your opinions?

9 A I would amend that same garbled
10 sentence on page -- page 10, I think it was.

11 Q And I imagine you would amend it
12 consistent with the answer you gave me previously
13 about the opening report; is that correct?

14 A Correct, and consistent with the second
15 sentence in that same paragraph.

16 Q Are there any other changes that you
17 would make today to this second report?

18 A No.

19 Q Did anyone help or draft -- help you
20 draft or prepare this document?

21 A I drafted it.

22 Q Next I'm going to have you take a look

1 at Exhibit 4.

2 (Owens Exhibit Number 4
3 was marked for identification.)

4 BY MR. LEVISS

5 Q Just tell me when you've been able to
6 pull that up.

7 A Okay. I have it.

8 Q Do you recognize this document?

9 A Yes, I do.

10 Q And what is it?

11 A It's another copy of my report, dated
12 January 28th. It's my supplemental report --
13 excuse me -- dated January 28th.

14 Q And did you submit this report in this
15 litigation?

16 A Yes, I did.

17 Q Did you draft it?

18 A Yes, I did.

19 Q Did anyone help you draft it?

20 A No.

21 Q Is there anything within this
22 supplemental report that you would amend today to

1 make consistent with your opinions?

2 A No.

3 Q Will you understand what I'm referring
4 to if I refer to this document as your
5 supplemental report or the supplemental report?

6 A Yes.

7 Q At times I may refer to your reports,
8 in which case I'm referring to all three of these
9 reports that I've shown you and marked as
10 exhibits. Will you understand that?

11 A Yes, I will.

12 Q Do your three reports collectively
13 contain all of the opinions that you intend to
14 offer in testimony in this action?

15 A Yes.

16 Q Do you intend to supplement them again?

17 A I don't intend to at this moment.

18 Q Okay. Do you intend to offer any
19 additional opinions in this action that are not
20 contained in -- in your reports?

21 A I don't intend to at this moment.

22 Q Is there anything that you're aware of

1 that could change your intention and -- and make
2 you offer an additional opinion that's not
3 contained in your reports?

4 A Not that I'm aware of at the moment.

5 MR. LEVISS: Well, we're at the end of
6 the beginning, so this is a decent time to take a
7 break if you'd like one, but I'm happy to keep
8 going if that's your preference.

9 THE WITNESS: Why don't we take a short
10 break.

11 MR. LEVISS: Okay. Let's go off the
12 record.

13 (Recess 9:57 a.m. to 10:04 a.m.)

14 BY MR. LEVISS

15 Q Mr. Owens, what did you do to prepare
16 for your deposition today?

17 A I reviewed my depositions -- my -- my
18 opinions, and I reviewed a number of the
19 documents in -- in the case, various records.

20 Q Which -- which documents in the case
21 did you review?

22 A I reviewed the interviews of Richard

1 persons with substantial influence over a charity
2 or over a tax-exempt organization, rather, and
3 the tax-exempt organization itself and billing
4 for something that was not provided and, in
5 effect, could not be provided as a classic
6 example of inurement, of misuse of assets and of
7 inappropriate private benefit. And that seems --

8 Q Did you --

9 A -- facially inconsistent with any
10 reasonable business practice in any industry.

11 Q Did you conduct any analysis of customs
12 in the hotel industry in order to prepare your
13 opinion?

14 A No.

15 Q Did you conduct any analysis of the
16 customs of D.C. hotels in order to prepare your
17 opinions?

18 A I simply read the testimony and
19 statements of the various individuals that have
20 been interviewed or submitted depositions --
21 submitted expert opinions in the case. I did not
22 conduct independent research.

1 Q Did you conduct any analysis regarding
2 hotel industry customs during inaugural periods?

3 A Again, other than reading the various
4 statements, no, I did not.

5 Q How about industry customs among luxury
6 hotels in D.C. during inaugural periods?

7 A No, I did not.

8 Q When you say that the Trump Hotel
9 overcharged the PIC for goods and services, what
10 is your basis for concluding what the fair market
11 value should have been for those goods and
12 services?

13 A What similarly-situated organizations
14 would pay for similar services under similar
15 circumstances.

16 MR. LEVISS: Erick, can you read back
17 that back answer for me, please?

18 (Whereupon, the reporter read the
19 record as requested.)

20 MR. LEVISS: Thank you.

21 BY MR. LEVISS

22 Q Did you conduct an analysis to conclude

1 what the fair market value should have been for
2 the goods and services that the PIC paid the
3 Trump Hotel to provide?

4 A No.

5 Q Why not?

6 A Because I relied on the testimony of
7 various experts and statements by various
8 experts, including the hotel's expert witness.

9 Q Did any of the statements you relied on
10 include an analysis of what the fair market value
11 should have been for the goods and services that
12 the PIC provided -- that the PIC paid the Trump
13 Hotel to provide?

14 A Only that it was customary to charge
15 what particular circumstances would permit, such
16 as inaugural events, the presidential
17 inauguration, other -- other major events. In
18 other words, the prices fluctuate depending on
19 demand for the goods and services.

20 Q But none of the statements you relied
21 on included an actual valuation of what the fair
22 market value should have been for the goods and

1 services that PIC paid the Trump Hotel to
2 provide; is that correct?

3 A Well, not precisely, because I did see
4 some indications that, for example, meeting space
5 was provided without charge in places like Union
6 Station. So I did see evidence of alternative
7 sources of the same services. I did not see any
8 other than the Trump Hotel's purposes for which
9 there appeared to be double billing.

10 Q So does the amount paid for event space
11 at Union Station provide you with an answer to
12 the fair market value for what the PIC should
13 have paid the Trump Hotel for event space?

14 A It is my understanding that that space
15 was provided without charge, so that suggests
16 what similar -- similarly-situated organizations
17 providing similar services would charge under
18 similar circumstances, nothing, as opposed to
19 twice, billing twice, which is what the Trump
20 Hotel did for that morning.

21 The Trump Hotel did not double bill for
22 other space on other days, but for that morning,

1 it billed double for meeting space. And PIC was
2 able to obtain other event space at no charge
3 within the city of Washington, D.C. during
4 inaugural week.

5 Q How much did the PIC pay Union Station
6 for food and beverage and setup and audio-visual
7 supplies to rent event space there?

8 A I don't recall that dollar amount.

9 Q Is Union Station a luxury hotel?

10 A No.

11 Q Is it a hotel at all?

12 A No.

13 Q What makes it a similarly-situated
14 location to the Trump Hotel?

15 A Well, PIC was looking for meeting
16 space, not hotel rooms in which people stay. So
17 Union Station had meeting space. A number of the
18 other venues had meeting space. And as I recall,
19 at least one hotel made its meeting space
20 available without additional charge.

21 Q So I guess going back to my original
22 question, did any of the statements that you

1 relied on provide an answer to the question of
2 what the fair market value should have been for
3 the goods and services that the PIC paid the
4 Trump Hotel to provide?

5 A What I saw were the range of charges.
6 As I've indicated, the charges that were of
7 concern to me was for double billing for the same
8 space, and as I said, not the fact that other
9 space was made available and indeed was used by
10 PIC, as far as I can tell from the records.

11 It's with regard to the space that --
12 for which there were two payors that leads me to
13 believe that there was an overcharging event,
14 because PIC paid and it did not receive the
15 services in return.

16 Q Mr. Owens, if you keep repeating your
17 opinion without actually answering my questions,
18 we're going to be here for a long time. My
19 question was --

20 MR. LEVISS: Erick, why don't you read
21 back my question?

22 (Whereupon, the reporter read the

1 record as requested.)

2 BY MR. LEVISS

3 Q Can you please answer that question?

4 A The answer is no.

5 Q And are you offering an opinion on what
6 the fair market value should have been for the
7 goods and services that the PIC hotel -- the PIC
8 paid the Trump Hotel to provide?

9 A I am not -- excuse me. I'm not
10 offering an opinion on what the Trump Hotel
11 should have charged. My analysis, as I
12 indicated, is what's -- is from the -- the same
13 analysis that the Internal Revenue Service would
14 apply to related party transactions, and that is
15 what similarly-situated organizations would pay
16 for similar goods and services under similar
17 circumstances.

18 It's not an analysis of what Trump --
19 what the Trump Hotel should have paid or could
20 have paid. It's what had been an appropriate fee
21 based on what other organizations were offering
22 the same services for.

1 Q But you're not offering an opinion on
2 what -- what that appropriate fee should have
3 been; is that correct?

4 A That's correct. I'm not saying that
5 the fee -- the 175,000, for example, was correct
6 or incorrect. It is what it is.

7 Q Moving on in your summary of
8 conclusions paragraph, again on page 5 of Exhibit
9 3, you say, "In addition, PIC funds were used for
10 the private benefit of the Trump family, friends
11 and personal staff of Trump family members."

12 Do you see where I've read?

13 A Yes.

14 Q What do you mean in that statement by
15 private benefit?

16 A That is, funds were -- PIC funds were
17 used to provide benefits, hotel rooms, food and
18 beverage, to comp family members, friends and
19 personal staff, as I understand it.

20 Q What -- what is your basis for that
21 opinion?

22 A My basis is looking at the names of the

1 individuals who received benefits from the Trump
2 Hotel in terms of rooms -- rooms and food and
3 beverage and the invoices and -- around the --
4 surrounding the Madison Hotel charge that PIC
5 paid about six months after the inauguration was
6 over, which was a debt owed by the Trump
7 Organization.

8 Q So for the hotel rooms and food and
9 beverage you're referring to at the Trump Hotel,
10 whose rooms and whose food and beverage bills are
11 you referring to as a private benefit?

12 A All -- if you recall my definition of
13 private benefit and -- and yours as well, it is
14 when something of value is received. In this
15 case, there were names that did not appear to
16 have any relationship with -- with PIC that were
17 receiving benefits.

18 Brad Parscale, for example, I don't
19 believe had any role in PIC, yet he shows up as
20 someone who received benefits that PIC paid for.

21 Q So if Brad Parscale, by your example,
22 had a role in support of the PIC, would your

1 Excuse me. (c) (3) and (c) (4), as I indicated,
2 and --

3 Q The PIC was -- the PIC was incorporated
4 under 501(c) (4); isn't that right?

5 A PIC was incorporated under the laws of
6 the state of Virginia. Section 501(c) (4) is the
7 federal tax status that PIC identified with and
8 filed its tax returns as.

9 Q Fair correction. On page 12, if you
10 would turn to paragraph 15, let me know when
11 you're there.

12 A Okay. I'm there.

13 Q You say in the middle of that first
14 sentence, "It is my opinion that the IRS would
15 consider Donald J. Trump, as President-elect, to
16 be PIC's founder, and thus a disqualified person
17 or insider for purposes of the proscription
18 against inurement and for section 4958 of the
19 Code."

20 Do you see where I've read?

21 A Yes, I do.

22 Q What's your -- what's your basis for

1 that opinion?

2 A The regulations issued under section
3 4958 of the code. I think it's specifically
4 section 53.4958-3 of the -- of the regulations
5 issued under that section of the code, section
6 4958.

7 Q And what -- what does that specific
8 section address?

9 A Who is a disqualified person for
10 purposes of section 4958, and it would be the
11 same group for which inurement of income would
12 apply.

13 Q Does it define a founder?

14 A It sets out the types of people who are
15 considered to have significant influence over the
16 organization and thus qualify as insiders. And
17 it includes the person founding the organization
18 as such a person. I used --

19 Q How do you --

20 A -- the term founder as shorthand for
21 the person founding the organization.

22 Q How do you decide who founded the

1 organization?

2 A I relied on documents provided that
3 demonstrated that the chief executive of PIC
4 filed a statement with the Federal Election
5 Commission stating that Donald Trump had created
6 the -- had authorized the creation of the
7 inaugural committee, and I equate that with the
8 person founding the organization.

9 Q And where are you getting your
10 understanding of founder for those purposes?

11 A It's based on my understanding of the
12 intention behind that particular portion of the
13 regulations under section 4958.

14 Q So do the Internal Revenue Code and --
15 and related regulations set forth how to
16 determine if someone is a founder?

17 A The code and regulations don't specify
18 how someone is a founder. They simply use the
19 word the -- the -- the organization was founded
20 by a person, and that person would be deemed to
21 have -- likely to have substantial influence and
22 thereby become a disqualified person for section

1 transaction.

2 Q And why would it be private benefit
3 under that circumstance?

4 A Because the PIC would be paying for
5 somebody's hotel rooms, a private benefit,
6 whoever the --

7 Q Okay.

8 A -- parties are.

9 Q Okay. Assuming -- that's assuming that
10 the bill was for individuals who stayed at the
11 hotel? I -- okay. I understand what you're
12 saying. Is that -- that's correct?

13 That's what you're saying, if the PIC
14 had picked up the hotel's tab of individuals who
15 were strangers to the PIC, that that could be a
16 private benefit transaction?

17 A Correct.

18 Q Okay. So we've now gone through many
19 of your -- I'll call them sub opinions of the two
20 primary opinions you summarized for us.

21 Sitting here today, do you think any of
22 the opinions expressed in your report or your

1 reports collectively are inaccurate?

2 A I think my overall conclusions are
3 accurate, and I stand by them.

4 Q Are there any opinions that you intend
5 to offer at trial in this case that are -- have
6 not yet been disclosed and described in your
7 reports?

8 A No.

9 MR. LEVISS: Why don't we take a
10 five-minute break, if that's okay. Off the
11 record.

12 THE WITNESS: Fine with me.

13 MR. ROCK: That's fine with me.

14 (Recess 2:10 p.m. to 2:20 p.m.)

15 BY MR. LEVISS

16 Q Mr. Owens, in your reports, you state
17 that fair market value -- and I'm on page 12.
18 You said that fair market value --

19 MR. ROCK: Mr. -- I'm sorry,
20 Mr. Leviss. We're -- we're on Exhibit 3? I
21 thought you had said reports, but you really just
22 mean Exhibit 3?

1 MR. LEVISS: Yes, I do mean Exhibit

2 3 --

3 MR. ROCK: Okay. Great. Thank you.

4 MR. LEVISS: -- for clarification.

5 BY MR. LEVISS

6 Q Page 12, paragraph 16. Are you there,
7 Mr. Owens?

8 A Yes, I am.

9 Q So you state that fair market value is
10 "the price at which property or the right to use
11 property would change hands between a willing
12 buyer and a willing seller, neither being under
13 any compulsion to buy, sell or transfer property
14 or the right to use property, and both having
15 reasonable knowledge of the facts," correct?

16 A Correct.

17 Q So am I understanding correctly that
18 for purposes of your opinion, the fair market
19 value inquiry turns on the price negotiated for
20 the right to use the property?

21 A That certainly is the case, yes.

22 Q Whether that price agreed to was the

1 Q I understand that you have concerns
2 about other aspects of the contract that have
3 been presented to you that you have not
4 independently investigated, but I've asked you
5 whether you reached a conclusion about whether
6 the amount that the PIC paid to the Trump Hotel
7 under its contract to rent event space during
8 inauguration week in 2017, whether that was fair
9 market value for the access that the PIC received
10 to that event space.

11 A I have done that analysis, yes.

12 Q You have done that analysis?

13 A Yes, with regard -- with regard to the
14 space on the morning of January --

15 Q No --

16 A -- 20th --

17 Q -- I'm -- you've got to -- you have to
18 answer my question, not -- you can't rewrite the
19 question.

20 My question is whether you analyzed if
21 the PIC -- if the amount that the PIC paid for
22 the Trump Hotel for the totality of event space

1 that it rented during inauguration week 2017,
2 whether that was fair market value for the access
3 that the PIC received to that event space during
4 that week.

5 So I'm not just -- I'm not asking you
6 about just January 20th. I'm asking about the
7 entire contract and the amount that the PIC paid
8 to the Trump Hotel under that contract, whether
9 you analyzed if that was -- how that compared to
10 fair market value for the access to the event
11 space that the PIC received at the Trump Hotel
12 during that week.

13 A I have not done a specific analysis of
14 the other days where there were no material
15 events scheduled for which the Trump -- the PIC
16 was paying \$175,000 a day. I do not know the
17 extent to which that was reasonable or not. I
18 have not done that analysis.

19 Q So you're not offering an opinion about
20 whether the overall price the PIC paid to the
21 Trump Hotel under its contract was fair market
22 value for the access it received to event space

1 at the Trump Hotel that week? That's not an
2 opinion you're offering?

3 A I'm not offering an opinion on the
4 overall contract. I'm -- but I am pointing out
5 aspects of the contract that I believe are --
6 violate section 4958 of the Internal Revenue
7 Code, thus resulting in inurement or excess
8 benefit. To that extent, I have done an
9 analysis.

10 Q And to the extent that you have
11 concerns about aspects of the contract, it's
12 based on allegations about the contract that have
13 been provided to you. You have done no
14 independent investigation to confirm that those
15 allegations are true. That --

16 A Correct.

17 Q -- is correct?

18 A Correct.

19 Q And because you've referred a number of
20 times to, I believe, double billing for food and
21 beverage, am I correct in understanding from
22 earlier that you don't know the total amount that

1 the PIC was ultimately charged for the
2 consumption of food and beverage by guests to its
3 events at the Trump Hotel during inauguration
4 week 2017; is that correct?

5 A Correct.

6 Q And without knowing the total amount
7 that the Trump -- I'm sorry.

8 Without knowing the total amount that
9 the Trump Hotel billed the PIC for food and
10 beverage consumed by PIC event guests at the
11 Trump Hotel, you can't conclude whether the
12 guaranteed food and beverage minimums exceeded
13 that total; isn't that correct?

14 A That is correct.

15 Q Rick Gates was not a director or
16 employee of the Trump Hotel, was he?

17 A I do not believe he was.

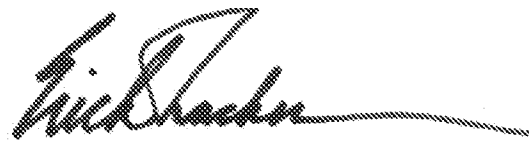
18 Q And he wasn't a director or employee of
19 the Trump Organization; is that correct?

20 A That's my understanding.

21 Q Now, Mickael Damelincourt, he was not a
22 director or employee of the PIC; is that correct?

CERTIFICATE OF NOTARY PUBLIC

I, ERICK M. THACKER, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me in stenotype and thereafter reduced to typewriting under my direction; that said deposition is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



ERICK M. THACKER

Notary Public in and for the
Commonwealth of Virginia

My commission expires:

August 31, 2024

Notary Registration No.: 7184488

Exhibit 20



Deposition of:
David Anderson

February 25, 2021

In the Matter of:

**District of Columbia v. 58th
Presidential Inaugural Committee, 2002**

Veritext Legal Solutions
800-734-5292 | calendar-dmv@veritext.com |

1 Q And when did you graduate?

2 A 2005.

3 Q Do you have any post-graduate degrees?

4 A I don't have any post-graduate degrees,
5 no.

6 Q Do you have any professional licenses
7 or certifications of any sort?

8 A I do not.

9 Q And I want to go over your employment
10 background starting after you graduated college.

11 Where did you first begin working?

12 A I was currently working for the same
13 employer I had worked with in high school, Four
14 Seasons Hotels, through college and after
15 college.

16 Q And where was that located?

17 A Precollege, I started at San Diego.
18 And while in college, I was at the property, the
19 Four Seasons Hotel Las Vegas, and then upon
20 graduation, I moved to the Four Seasons Hotel in
21 Washington, D.C.

22 Q And it looks like you were at the Four

1 Seasons in Washington, D.C. for about ten years;
2 is that right?

3 A Yes, that sounds about right.

4 Q And did you start working the catering
5 group around January 2008?

6 A Yes, that's correct.

7 Q And eventually you left the catering
8 group and became a group sales manager from
9 October 2012 to April 2014?

10 A That's correct. I transferred from
11 catering sales to group sales at the same hotel.

12 Q And then in April 2014, you became --
13 you went back to catering and became assistant
14 director of catering sales; is that correct?

15 A That's correct. I moved back to
16 catering for a promotion, Four Seasons director
17 of catering.

18 Q And after the Four Seasons D.C., you
19 transitioned to the Trump Hotel?

20 A Yes, that's correct. After -- after my
21 position as assistant director of catering, I
22 then moved to the Trump Hotel in D.C. as director

1 of catering.

2 Q And how long did you work there?

3 A For about a year and a half.

4 Q And you were in that position, director
5 of catering, the entire time?

6 A I was in that position the entire time,
7 yes.

8 Q Eventually you left the Trump Hotel for
9 the Four Seasons in Baltimore; is that right?

10 A That's correct. I left Trump Hotel
11 to -- for another promotional position back with
12 the Four Seasons in Baltimore.

13 Q And what was that position?

14 A Director of sales.

15 Q And that's -- you said that was a
16 promotional position. What -- what do you mean
17 by that?

18 A Sure. In the -- in the hierarchy of
19 sales and marketing for -- for hotels, the
20 sales -- director of sales is in charge of
21 overall sales for the hotel; whereas, a director
22 of catering is really just responsible for the

1 catering revenue for the hotel.

2 So it's more responsibility. It's
3 considered an assistant division head position
4 instead of just a department head position, and
5 it's one step closer to a full division head
6 position, which is the director of marketing.

7 Q Okay. And you worked there for almost
8 two years; is that right?

9 A That sounds correct, yes.

10 Q And you eventually transitioned to the
11 Four Seasons in Los Angeles in 2019?

12 A That's correct. I transferred to the
13 Four Seasons Los Angeles at Beverly Hills in, I
14 believe, January of '19.

15 Q And what was your position there?

16 A My position is director of sales.

17 Q You're still in that position?

18 A I'm still in that position.

19 Q Was that a promotion as well?

20 A No. It was lateral move. It's a --
21 it's a different market compared to Baltimore, so
22 it's -- it's something -- I considered it a

1 certainly respected him and I would hope the
2 same, vice versa.

3 Q I want to look back at your LinkedIn
4 profile, which is DA Exhibit 2. Under the Trump
5 Hotel section, which is on page 2 of that
6 document, you describe the hotel as a Forbes
7 five-star luxury hotel with 38,000 square feet of
8 function space.

9 Do you see that?

10 A Yes, I see it.

11 Q What does it mean to be a Forbes
12 five-star luxury hotel?

13 A It's a designation that is given by the
14 Forbes organization to a very select number of
15 hotels internationally. It's the highest
16 designation that they can give on a
17 one-to-five-star scale. And that's reflective of
18 the level of service the hotel provides and the
19 physical product and the service experience.

20 Q Your profile also describes the Four
21 Seasons in D.C. as a Forbes five-star hotel; is
22 that right?

1 A Yes, that's correct, the Four Seasons
2 as being a AAA five-diamond and Forbes five-star
3 hotel.

4 Q Is a Forbes five-star hotel the same as
5 Forbes five-star luxury hotel or --

6 A Yes, I would consider that the same.

7 Q Are there any other hotels that you
8 know of in D.C. that have a Forbes five-star
9 luxury hotel rating?

10 A The only hotels that I know of as of my
11 period working in Washington, D.C. were the Trump
12 Hotel and the Four Seasons.

13 Q And just back at the Trump Hotel
14 section of your LinkedIn profile on page 2, what
15 did you intend to convey by noting that there was
16 38,000 square feet of function space here? Is
17 that a lot of space?

18 A That is -- my intention wasn't to
19 convey that it was a lot of space, although,
20 certainly, I think that's up to interpretation.
21 We have the largest ballroom in a luxury -- in a
22 hotel that's considered a luxury property in

1 Washington, D.C., and that was certainly a
2 selling point for us. But many times, potential
3 clients, meeting planners that are looking to
4 book large conferences at a hotel, that's one of
5 the key numbers or metrics they -- they want to
6 know before even digging deeper to consider a
7 hotel.

8 Q You state under the Trump Hotel section
9 that you successfully met team pre-opening OTB
10 sales goal. What does OTB stand for?

11 A OTB stands for on the books, so
12 anything that we had sold that is considered
13 definite via a contract signature and/or deposit
14 provided.

15 Q And what was the -- do you remember
16 what the sales goal was in this case, the OTB
17 sales goal?

18 A I don't remember what the sales goal
19 was, no.

20 Q Do you remember who established the
21 goal?

22 A I don't recall who established the

1 Q So the hotel was fairly new during
2 inauguration?

3 A The hotel was still considered new
4 during the inauguration, yes.

5 Q The 2017 inauguration wasn't the first
6 inauguration you worked as a hotel employee in
7 D.C., right?

8 A No, it wasn't my first.

9 Q Which other inaugurations did you work
10 as a hotel employee in D.C.?

11 A I worked -- in a sales capacity
12 especially -- Obama's first inauguration and
13 second inauguration.

14 Q And for the 2005 inauguration, I
15 believe you were still in Las Vegas; is that
16 right?

17 A I believe so. I can't -- I can't
18 recall if I was in D.C. for 2005's inauguration.
19 If I was, I was in the operations. It certainly
20 is busy for -- a busy time for operations as well
21 as at the front desk, but less impactful from a
22 sales perspective.

1 Q And I believe you've already testified
2 to this, but I want to make sure nothing is lost
3 in translation.

4 Is it your testimony that a
5 presidential inauguration that occurs once every
6 four years increases demand for hotel space in
7 D.C.?

8 A In my experience at the hotels that
9 I've worked at, it's increased demand during
10 that -- during the inauguration week, the week
11 that you referred to, kind of the 17th through
12 the 20th, that kind of date period, yes.

13 Q And is that an important time for
14 hotels in D.C. to bring in revenues?

15 A Yes, it's an important time for hotels
16 to bring in revenues. The owners of those
17 properties typically have high expectations on a
18 revenue standpoint for that week.

19 Q Are those expectations higher than a
20 non-inauguration January?

21 A They are -- in my experience, they are
22 higher than a non-inaugural week, yes, in

1 January.

2 Q Mr. Anderson, the date and geography --
3 the date and location being equal, how does the
4 pricing for a luxury hotel usually compare to the
5 pricing for a non-luxury hotel?

6 A I -- I couldn't say. I don't have
7 enough knowledge of a non-luxury property pricing
8 to compare the two.

9 Q Do you believe that a non-luxury hotel
10 located in the same location at the same date as
11 a luxury hotel could charge as much for sleeping
12 rooms as a luxury hotel?

13 A I would hope not. I wouldn't be doing
14 my job if that was the case.

15 I do feel that a luxury hotel in that
16 question could charge more than a non-luxury
17 hotel in the same location.

18 Q And do you believe a non-luxury hotel
19 in the same location on the same date as a luxury
20 hotel could charge as much for event space as a
21 luxury hotel?

22 A In my experience working in luxury

1 hotels, no.

2 Q I'm not sure if you need a break. I
3 think we've been going for almost an hour. I'm
4 happy to continue, but I'm also happy to take a
5 quick five or ten if you'd like.

6 A I'm -- I'm okay if everyone else is.

7 Q Great. So, Mr. Anderson, I believe you
8 mentioned one of the events during inauguration
9 week involved the National Prayer Breakfast.

10 Does that sound right?

11 A Yes.

12 Q And what do you know about the National
13 Prayer Breakfast?

14 A Could you be more specific in that --
15 in that question?

16 Q Do you know what the purpose of that
17 organization is or what the organization does?

18 A I believe -- I have a general
19 understanding of what that organization was, yes,
20 and did.

21 Q And what was that?

22 A From what I recall, every four years,

1 at least, they had an event that they billed as a
2 nonpartisan breakfast event, breakfast honoring
3 the president, that included prayer and religious
4 worship.

5 Q And the Prayer Breakfast contracted to
6 do an event at the Trump Hotel during
7 inauguration week; is that right?

8 A Yes, that's correct.

9 Q Do you remember how that contract came
10 into place?

11 A I do, yes.

12 Q And how's that?

13 A The -- inquiring about the availability
14 of the space, and this was sometime in the summer
15 leading up to inauguration, so 2016.

16 Before though, how it was opened, the
17 contact toured the space, again, in its
18 preopening state. I met with Mrs. Tang -- I
19 don't recall if Mr. Damelincourt was -- was
20 involved in those conversations -- but about what
21 kind of pricing we would offer during
22 inauguration week.

1 case, 900 people -- tax, service charge, any
2 other labor fees that the hotel might think would
3 be relevant or included in the final bill. So
4 it's 35 percent of what the hotel's estimating
5 the final bill will be.

6 Q In this case, the Prayer Breakfast
7 guaranteed \$44,000 in payment; is that correct?

8 A They guaranteed a \$39,000 food and
9 beverage minimum, plus a \$5,000 room rental
10 and -- yes, that -- that's correct.

11 Q So I'm -- I'm trying to understand --
12 maybe I'm missing it -- why does the deposit
13 schedule exceed that value? They're paying --
14 they're guaranteeing \$44,000, but they're paying
15 over \$58,000 before the event. Can you explain
16 that?

17 A Typically, in a deposit schedule, you
18 also have to include -- in addition to the food
19 and beverage revenue and the room rental, you
20 have to include taxes, service charge -- which I
21 can't recall what the service charge was at Trump
22 Hotel at that time; usually it's in the -- in the

1 mid to low 20 percent range -- any kind of
2 estimated labor fees that -- that the hotel is
3 predicting will be incurred.

4 I -- I can't recall how exactly the
5 number was -- how that -- how this deposit
6 schedule, these figures were decided on, but
7 that's general practice to include all of the
8 miscellaneous charges, taxes, service charges.

9 Q I want to move on to -- I'm going to
10 introduce another document. This has been
11 previously introduced as Plaintiff's Exhibit 33,
12 and it should be in your folder now. Yeah,
13 06_Plaintiff's Exhibit 33.

14 A Yes, I see that.

15 Q Okay. And have you seen this document
16 before?

17 A I have seen this document before.

18 Q What is it?

19 A This is a pricing guideline spreadsheet
20 that was provided to the sales and catering team
21 as guidelines of what to quote prospective
22 clients when they've inquired about function

1 space. It's broken down by specific function
2 room, high season, low season, seasonality, time
3 of day, weekday, weekend, and split up between a
4 separate column of room rental and food and
5 beverage minimum.

6 Q You said that it was provided to the
7 sales and catering team. Who provided it to the
8 sales and catering team?

9 A I created the document and was approved
10 by Mrs. Tang, and then I distributed it to the
11 sales and catering team.

12 Q There are initials at the bottom left.
13 There's a date of 7/7/2016 and then DA. Is the
14 DA -- are those your initials?

15 A Those are my initials, yes.

16 Q How did you develop the guidelines in
17 this document?

18 A Based on my experience at Four Seasons
19 Hotel in Washington, D.C., the price points that
20 we were able to garner and collect there and just
21 based on general knowledge of other luxury hotels
22 in the D.C. area and talking to my counterparts

1 at those properties as a general sense of pricing
2 estimates.

3 Q And so this is dated July 7, 2016. Do
4 you know how long these guidelines were in
5 effect?

6 A I don't know, no. We were still
7 utilizing this sheet at that time that I had
8 left.

9 Q So they were in effect until at least
10 March 2017?

11 A That's correct.

12 Q Was there a -- was there any other
13 guidelines sheet that was also being used for
14 event space pricing during your tenure?

15 A I don't recall if there was. It
16 wouldn't be -- I don't believe we had revised
17 this spreadsheet, but, again, this was a -- these
18 were guidelines. These weren't set rules. So if
19 there was a fluctuation or a change or a
20 different price point quoted to a client or that
21 we were pricing at, that wouldn't be unusual,
22 either. This is merely just a guideline.

1 Q So you could adjust pricing upwards or
2 downwards depending on circumstances?

3 A Yes. Yes, you could.

4 Q And these are just suggestions,
5 basically a baseline for sales staff to start
6 with; is that right?

7 A That's correct. Right. Right.
8 Oftentimes, for example, a room rental rate would
9 be negotiated down based on a contract's hotel
10 room revenue. If they were -- if a client were
11 spending a substantial amount in hotel rooms,
12 meeting planners would typically ask to negotiate
13 down the room rental that they were being quoted
14 for the function space, and that's not an unusual
15 practice for a hotel to agree to a lower rate in
16 that case.

17 Q And in that case are you referring to
18 when a person or entity contracts for like a room
19 lock with a guaranteed minimum rate?

20 A Correct. Right. And that's one
21 example. Certainly, a negotiation could take
22 place for -- for any reason, not just a contract

1 that has hotel rooms. It could -- can you hear
2 me?

3 MR. REED: Sorry. I'm going to ask --
4 Erick, did you catch all that, or did he cut out
5 for you as well?

6 THE REPORTER: It's like he cuts out,
7 but the speech comes through. It just comes
8 through later.

9 (Whereupon, the reporter read the
10 record as requested.)

11 BY MR. REED

12 Q Is that correct, Mr. Anderson?

13 A That's correct.

14 Q Okay. And I cut you off, so please
15 continue if you had more to say.

16 A No, I'm sorry. So a negotiation of
17 this -- these guidelines or a differing -- or a
18 number different than what is on this guideline
19 could be agreed to for multiple reasons. The
20 reason that I gave is -- is a common reason.
21 But, also, if a client were to book just an event
22 itself and the hotel felt there was -- that they

1 could collect a higher or lower rate than what's
2 being quoted, it wouldn't be an unusual -- it
3 wouldn't be unusual for the hotel to do that.

4 Q Okay. Looking at these guidelines, I'm
5 looking at the right side, where there's a room
6 rental column, three columns under room rental.

7 Would you agree that the room rental
8 rates are higher without food and beverage than
9 they are with food and beverage?

10 A I would agree to that, yes.

11 Q With respect to the Prayer Breakfast,
12 can you point me to where in the guidelines you
13 might have referred to in order to come up with a
14 pricing structure?

15 A I don't believe that this spreadsheet
16 was used for that event or during inauguration
17 week. This was more of a spreadsheet for a
18 non-special event date year round, as a low -- I
19 see the \$5,000 -- I see a \$5,000 room rental
20 recommendation for the Presidential Ballroom
21 during a low season with food and beverage, but I
22 don't know if that was -- if that's a coincidence

1 or if we based that price quote on that.

2 Q Would you consider a January -- an
3 inauguration January low season or high season?

4 A I would consider that high season plus,
5 meaning not even relevant to this.

6 Q So it's your view that this chart
7 doesn't apply to inauguration season pricing?

8 A That is correct, in a typical luxury
9 hotel in D.C.

10 I'd say that there was a concern at
11 that time that the Prayer Breakfast was booked
12 that we might not be able to sell our function
13 space during inauguration week dependent on the
14 results of the election, and so that had to be
15 taken into account when quoting a price to an
16 event that was inquiring as early as that summer.
17 The -- I think the -- our pricing strategy
18 certainly changed after the results of the
19 election due to an increase in perceived demand.

20 MR. REED: I think -- I think now's a
21 good time to break. We've been going for over an
22 hour. Everyone want to take ten? Is ten good?

1 We can -- maybe we return here at 11:10. Does
2 that sound good?

3 MR. HANUSIK: That works for us.

4 MR. REED: Great.

5 MR. BURNS: That works for me. Is that
6 okay with you, Dave?

7 THE WITNESS: Yeah, that works. Thank
8 you.

9 MR. REED: Let's go off the record.

10 (Recess 10:57 a.m. to 11:11 a.m.)

11 BY MR. REED

12 Q I want to talk about the PIC, Mr.
13 Anderson. Were you involved in developing and
14 executing contracts with PIC at the Trump Hotel
15 during inauguration week?

16 A Yes, I was involved.

17 Q The PIC executed an event space
18 contract with the Trump Hotel during inauguration
19 week, right?

20 A Yes, they executed an event space
21 contract.

22 Q Are you familiar with that contract?

1 She says she's pulling up to the hotel now and
2 would love to touch base with you.

3 Do you see that?

4 A Yes, I do see that.

5 Q And then a few -- it looks like a few
6 minutes later, at the very top, the last message
7 in this thread, you say, yes, call me at -- and
8 you provide your number -- when in the lobby.

9 Do you see that?

10 A I do see that, yeah.

11 Q Did you have any reason to believe that
12 the January 20 evening event at the Trump Hotel
13 was canceled at this point in time?

14 A I don't -- I don't recall if I had that
15 concern at that time. It appears that based on
16 the e-mail chain, Lindsey was still -- as of
17 earlier that day was still engaged in planning
18 it. So signs were leading to the fact that it
19 was still going to happen.

20 Q And a contract was executed for that
21 event at that time, right?

22 A From the documents that -- that you

1 showed, yes. I don't remember seeing the
2 countersigned document back, but she had signed
3 it after the hotel signed it. She could have
4 sent it back. I just don't recall.

5 Q I want to turn to -- back to your
6 declaration, which is DA Exhibit 5, if you want
7 to pull that up in your folder.

8 A Okay.

9 Q Do you have it ready?

10 A Yes, I do.

11 Q Great. I want to look at paragraph 16,
12 which is on page 4.

13 A Okay.

14 Q The first sentence, you write or you
15 stated, "As of the morning of January 20, 2017, I
16 believed that the January 20, 2017 reception had
17 been canceled."

18 Do you see that?

19 A I do see that.

20 Q Why did you think that?

21 A I thought that now because the planning
22 for the event had stopped by the time that I

1 received a phone call later that day. If the
2 event were still to be taking place, the
3 planning, the setup, the room arrangements would
4 have continued to proceed, but being that that
5 wasn't the case and we had to scramble at the
6 last second, that, from my recollection, meant
7 that at some point between the 19th and the 20th,
8 the morning of the 20th, the event was not going
9 to happen, and then we had to make it happen at
10 the last moment.

11 Q You said "I thought that now." I'm
12 trying to understand what you mean by that.

13 A No, I understand. I don't recall
14 exactly when the reception on the evening of the
15 20th was canceled or who told me that. The
16 reason that I know it was canceled is because we
17 had stopped planning the event.

18 Q The reason you know it was canceled,
19 you said?

20 A The reason that I know the event had
21 been canceled at some point is because we ceased
22 planning the event. The event wasn't -- we

1 weren't working on the event anymore, and it's
2 the reason why at the last second we had to
3 scramble and put the event together.

4 If the event had always been planned to
5 take place, at least from January 19th all the
6 way up to the time of the event, the planning,
7 the preparations, the arrangements would have
8 continued to move forward. But that didn't
9 happen. It stopped at some point, and then it
10 restarted once we were told it was going to
11 happen.

12 Q So as of 7:30 p.m. the night before,
13 the event was still taking place as far as you
14 knew, right?

15 A I don't recall as of 7:30 the night
16 before if I knew the event was going to take
17 place or not.

18 Q Well, we just looked at e-mails between
19 you and Lindsey Hagan and among your colleague,
20 Leeanne Parnell, discussing details at length
21 about the event, did we not?

22 A Sure. We did -- from -- and I'd maybe

1 go back to that, but I think those e-mails were
2 in the morning. Lindsey did refer to coming to
3 the hotel to meet. I don't recall what that
4 meeting was about or what her role was, if we
5 were meeting about other elements of the next day
6 or if this was specifically about that reception.
7 She could have been the one to say at 7:30, when
8 she met up, saying it doesn't look like it's
9 going to happen. I don't recall.

10 Q You don't recall if she told you that
11 that event was canceled at that meeting on the
12 evening of January 19th?

13 A I don't -- I don't recall meeting with
14 her. From the e-mails, it's -- it looks like I
15 did meet with her, but I don't remember the --
16 the context of that meeting or what we spoke
17 about specifically because I don't remember who
18 canceled the event. She could have been the one
19 to let us know.

20 Q You don't remember anyone else letting
21 you know that the event was canceled?

22 A I don't recall how I was told the event

1 was canceled or who told me.

2 Q Had the contract been voided at that
3 point?

4 A The contract for the event for Friday
5 night? I don't -- I don't know if the contract
6 had been voided. I -- I don't remember seeing
7 the contract come back fully executed. It could
8 have happened. I just don't recall.

9 It looks like we had signed -- the
10 hotel had signed the contract prior to the
11 patron, Sara Armstrong, which is actually not
12 typical, but she could -- she could have signed
13 it and not returned it. She could have signed it
14 and returned it. I don't recall exactly.

15 Q You mentioned that you believe the
16 event was canceled because setup for that event
17 had not been occurring on the morning of the
18 20th; is that correct?

19 A Setup and arrangements, I believe,
20 through preparation, staffing, yes, that's
21 correct.

22 Q And this event was going to occur in

1 the ballroom?

2 A Yes, in the ballroom.

3 Q Wasn't the ballroom occupied that
4 morning?

5 A The ballroom was occupied that morning.
6 Yes, it was.

7 Q So during the morning, how could setup
8 have been occurring for this evening event?

9 A Setup wouldn't have -- wouldn't have
10 started until after the morning event had
11 concluded, but the planning -- but there had to
12 have been planning involved in the setup for
13 that.

14 In other words, round tables would have
15 been rolled up and stationed and ready to go.
16 Banquet housemen would have had to have been
17 staffed and started to what we call flip the
18 room, turn the room over to the new event and
19 start setting up.

20 Food would have been -- had to have
21 been prepared and arranged. Entertainment would
22 have had to have been organized. Decor,

1 Q Sure.

2 A -- exhibit was it?

3 Q Ten.

4 MR. BURNS: And, Mr. Reed, we're --
5 we're going over the -- going over the same issue
6 again and again and again here. I think we don't
7 really -- I mean, it sounds more like you're
8 trying to intimidate or abuse the witness rather
9 than to get at additional facts.

10 I mean, we have discussed that there
11 was planning going on up and until the evening
12 of -- of the night before. So, I mean, he's --
13 he said that was the case. The e-mails show that
14 was the case. I don't know why we need to keep
15 going over that.

16 MS. WOODS: I object to the speaking
17 objection. Please forbear from that, Clif.

18 MR. REED: And it's certainly not my
19 intention to intimidate or anything. I'm trying
20 to get a clear answer, and if you have an
21 objection, I'd appreciate lodging a proper
22 objection. I'm just trying to get an answer to

1 my question as to why there are all these
2 planning discussions the evening before and the
3 week before, and then the morning of the event,
4 all of a sudden, it had been canceled without any
5 sort of instruction or guidance from anyone that
6 he can recall.

7 BY MR. REED

8 Q And so I present that question to you,
9 Mr. Anderson. What is the basis for your belief
10 on the morning of January 19th -- of January
11 20th, in 2017, in light of everything we've just
12 looked at that the event was canceled?

13 A So my belief that the event was
14 canceled is based on the fact that the planning
15 for the event had stopped until later that
16 afternoon when we were told it was back on, and
17 we had to scramble at the last minute to put
18 everything together.

19 Q And the planning was stopped by you and
20 your staff?

21 A The planning would have been -- my
22 staff, my team, the hotel stopped the planning,

1 right, correct. They stopped the process of
2 setting up and planning for the event.

3 Q So your staff's actions is what made
4 you believe that this event was canceled?

5 A That's -- that's correct.

6 Q I want to turn back to your
7 declaration. This is Exhibit 5. Let me know
8 when you're -- we'll be looking at paragraph 16
9 again. That's on page 4.

10 A Okay.

11 Q So, you know, we just went over the
12 first sentence. In the rest of the declaration
13 paragraph, you state: "However, in the afternoon
14 of January 20, 2017, I received a phone call from
15 Tommy Hicks, Jr., who represented that he was
16 standing with Donald Trump, Jr. The background
17 noise on the call gave me the impression that the
18 two were standing outside at the Inaugural
19 Parade. During the phone call with Mr. Hicks, it
20 was made clear to me that the reception that
21 night at the Trump Hotel would now occur. It
22 would be a reception for Donald Trump, Jr. and

1 his selected guests."

2 Mr. Anderson, who's Tommy Hicks, Jr.?

3 A He was someone who said he was standing
4 with Donald Trump, Jr., a friend.

5 Q Had you ever spoken with him before
6 January 20th --

7 A No, I --

8 Q -- 2017?

9 A No, I hadn't spoken to him before. In
10 fact, I -- I only remember the name because I
11 thought it was interesting that two juniors were
12 friends with each other.

13 Q Did he call you directly?

14 A I don't recall if he called me directly
15 or I don't know if he had my -- I don't know how
16 he would have my cell phone, my work cell phone,
17 but he could have called me in the office. I
18 remember taking a call in my office, so it could
19 have been on my office line. I'm not sure.

20 Q And can you share any details about
21 that conversation, what did he say, how did he --
22 well, can you share any details about that

1 conversation?

2 A Sure. It was, you know, several years
3 ago. But from what I recall, it was -- it was
4 outside. There was noise going on, so it
5 wasn't -- at times it seemed distracting, but he
6 said he was calling asking about the event. He
7 said his name. It didn't really register with me
8 who that was, but -- and he was asking about the
9 event. And I had answered something like the
10 event's been canceled or, actually, it's not
11 happening, and he expressed surprise. And then
12 he was talking to somebody else, which to me
13 sounded like Don, Jr., who was the person he was
14 talking to, just by the voice.

15 And he might have said, I'm with Don,
16 Jr. or Don, Jr. says or I'm his best friend. I
17 can't remember exactly what the connection was,
18 but I left the conversation believing that he had
19 a connection, that he was with Don, Jr. And he
20 said, no, no, no, the event's happening, it's
21 going to happen. And I was like, oh, my gosh,
22 okay, well -- and I can't remember what time it

1 was, but it was -- it was late enough that I knew
2 that we had to scramble.

3 So I got off the phone -- and I don't
4 recall this, but I would have had to have
5 permission -- or approval or run this by one of
6 my supervisors, either Mickael Damelincourt or
7 Patricia Tang, who would have been -- just going
8 by procedure, would have then said, yeah, just do
9 it. And then we were off to the races, and it
10 was -- it was stressful.

11 We -- we had to -- I was -- I
12 was personally schlepping furniture and tables
13 and furniture from the lobby and the prefunction
14 area, trying to set up this last-minute event.
15 The surrounding streets were blocked off just for
16 security reasons anyway, so we couldn't get
17 anything in.

18 I ended up having to -- we knew that
19 Don, Jr. liked country music, or we thought that
20 he did, so one of my sales managers knows more
21 about that than I do, and he actually planned --
22 I gave him my cell phone. I said, just put some

1 music on the Spotify, sit in the ballroom and
2 just keep that playlist going. We just need some
3 entertainment.

4 We took flowers from the morning's
5 Prayer Breakfast bar of the -- took those
6 leftover flowers that were left, used that as
7 decor. And I think there was food, but there
8 wasn't a lot. It's -- I'm sure it's whatever the
9 chef had stored in the freezer and -- but a lot
10 of liquor. We certainly had a lot of liquor at
11 the bar and storage, so that wasn't an issue.
12 And then we found a few extra staff to man the
13 bar, and that was -- that was it.

14 Q So I want to ask about that phone call.
15 I mean, you said it sounded like he was with
16 Donald Trump, Jr., right?

17 A It -- yes. It sounded like --

18 Q Did he --

19 A -- he was --

20 Q Did he state expressly that he was with
21 Donald Trump, Jr.?

22 A I don't recall if he stated that. The

1 only thing I can say confidently right now is I
2 left that conversation believing that this person
3 had some credibility of association with Don, Jr.
4 and that I picked up on a possibility that maybe
5 this was Don, Jr. that he was talking to in the
6 background when he said something like the hotel
7 said the event's off, and presumably Don, Jr. or
8 whoever was saying, no, no, no, or something
9 about, no, I want it back on.

10 And I left going to either Patricia
11 Tang or Mickael saying, this gentleman, Tommy
12 Hicks, Jr., I think he's with Don, Jr., says the
13 event's back on.

14 Q So you thought he was with Donald
15 Trump, Jr., right?

16 A Yes. I didn't know for sure that he
17 was with Don, Jr. I wasn't -- I didn't see that.

18 Q But he didn't represent that he was
19 with Donald Trump, Jr. to you?

20 A I don't recall if he did or not.

21 Q So that part of your declaration may
22 not be accurate; is that -- is that correct? You

1 may not remember?

2 A He represented that he was standing
3 with Donald Trump, Jr. I -- I interpreted that
4 sentence as the sentiment that I came away with
5 believing that he was representing or standing
6 with -- sorry -- that he was standing with Don,
7 Jr.

8 Q So you believed he was with Donald
9 Trump, Jr., but he did not represent to you that
10 he was with Donald Trump, Jr.; is that --

11 A Not that I recall.

12 Q Okay. Was Mr. Hicks, to your
13 knowledge, an employee of the PIC?

14 A I -- I don't know the answer to that
15 question. I didn't know -- I don't really know
16 who Tommy Hicks, Jr. is.

17 Q Did he play any role in the contracting
18 process for this event?

19 A He didn't play a role with me, no.

20 Q And did anything Mr. Hicks said to you
21 affect the existing contract between the PIC and
22 Trump Hotel for this event?

1 A What -- in what sense?

2 Q Did it change the obligations of the
3 parties to the contract?

4 A I didn't perceive his conversation to
5 change elements of the contract, no. I perceived
6 it as a directive or an instruction given by --
7 via a senior level of management in the Trump
8 Organization, Donald Trump, Jr., which at that
9 point to me kind of just meant we just have to
10 make it happen.

11 Q At the end of this paragraph, you
12 said -- you state, "It would be a reception for
13 Donald Trump, Jr. and his selected guests."

14 Do you see that?

15 A Yes.

16 Q Is that something that Mr. Hicks
17 represented to you, or is that -- are you stating
18 that based on some other source of knowledge?

19 A I recall that there was -- I don't
20 remember exact wording, but Don wants the party
21 to move forward or he wants it to happen. So it
22 was a party for him.

CERTIFICATE OF NOTARY PUBLIC

1
2 I, ERICK M. THACKER, the officer before whom
3 the foregoing deposition was taken, do hereby
4 certify that the witness whose testimony appears
5 in the foregoing deposition was duly sworn by me;
6 that the testimony of said witness was taken by
7 me in stenotype and thereafter reduced to
8 typewriting under my direction; that said
9 deposition is a true record of the testimony
10 given by said witness; that I am neither counsel
11 for, related to, nor employed by any of the
12 parties to the action in which this deposition
13 was taken; and, further, that I am not a relative
14 or employee of any counsel or attorney employed
15 by the parties hereto, nor financially or
16 otherwise interested in the outcome of this
17 action.

18 ERICK M. THACKER

Notary Public in and for the
19 Commonwealth of Virginia
20

My Commission Expires:

21 August 31, 2024

22 Notary Registration No.: 7184488

Exhibit 21

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,

Plaintiff,

v.

58TH PRESIDENTIAL
INAUGURAL COMMITTEE,
et al.,

Defendants.

Civil Action
No.: 2020 CA 000488 B

CONFIDENTIAL

VIDEOTAPED DEPOSITION OF MICKAEL DAMELINCOURT,
a witness herein, called by the Plaintiff for
examination, taken by and before Ann Medis,
Registered Professional Reporter and Notary
Public, at the Office of the Attorney General for
the District of Columbia, 400 6th Street, NW,
Washington, DC 20001, on Monday, November 16,
2020, commencing at 9:21 a.m.

1 P R O C E E D I N G S

2 - - - -

3 THE VIDEOGRAPHER: Here begins Volume 1,
4 Disc 1 in the video deposition of Mickael
5 Damelincourt taken in the matter of the District
6 of Columbia versus 58th Presidential Inaugural
7 Committee, in the Superior Court of the District
8 of Columbia, Civil Division, Case No. 2020 CA
9 000488 B.

10 Today's date is November 16, 2020, and
11 the time on the video monitor is 9:21 a.m. This
12 deposition is being held at the Office of the
13 Attorney General for the District of Columbia, 400
14 6th Street, Northwest, Washington, D.C.

15 The court reporter is Ann Medis on
16 behalf of Henderson Legal Services. The video
17 camera operator is Malcolm Peplow on behalf of
18 Henderson Legal Services.

19 Will counsel and others please introduce
20 themselves and state whom they represent beginning
21 with the party noticing the deposition.

22 MS. JONES: Good morning. I'm Jennifer

1 Jones. I'm here with Leonor Miranda. We
2 represent the Office of the Attorney General for
3 the District of Columbia.

4 MS. WOODS: I am Rebecca Woods. I
5 represent the Trump Organization and the Trump
6 International Hotel.

7 THE WITNESS: Michael Damelincourt. I'm
8 the managing director of the Trump International
9 Hotel.

10 THE VIDEOGRAPHER: Will the participants
11 on the remote connection please identify
12 themselves.

13 MR. LEVISS: Sure. Can you hear me?

14 THE VIDEOGRAPHER: Yes.

15 MR. LEVISS: I'm David Leviss of
16 O'Melveny & Myers. I represent the 58th
17 Presidential Inaugural Committee. I'm obviously
18 joining the deposition remotely.

19 With the parties' consent, we will join
20 Ms. Woods' objections on behalf of the Trump
21 organization so that we don't clutter the record
22 with extra duplicative objections.

1 MS. WOODS: That's fine with us.

2 MR. LEVISS: Thank you.

3 MR. REED: I'm Alexander Reed joining
4 David, also from O'Melveny & Myers, representing
5 the 58th Presidential Inaugural Committee.

6 THE VIDEOGRAPHER: Will the court
7 reporter -- go ahead.

8 MS. HILL: My name is Nicole Hill. I'm
9 appearing remotely on behalf of the District of
10 Columbia, and so is my colleague, Matthew James.

11 THE VIDEOGRAPHER: Will the court
12 reporter please swear in the witness.

13 MICKAEL DAMELINCOURT,
14 having been first duly sworn, was examined
15 and testified as follows:

16 THE VIDEOGRAPHER: Please proceed.

17 EXAMINATION

18 BY MS. JONES:

19 Q. Good morning, Mr. Damelincourt.

20 A. **Good morning.**

21 Q. So as I just said, I'm Jennifer Jones.
22 I represent the District of Columbia in this

1 **A. I was a managing director. Actually, I**
2 **was the general manager.**

3 Q. And what is general manager?

4 **A. You're in charge similar to what I have,**
5 **the rest of the responsibility that I have right**
6 **now.**

7 Q. And so with all three of these hotels,
8 was there anything -- we just kind of walked
9 through in depth about what you do to try and
10 advertise.

11 Was there anything else different about
12 the Toronto hotel or the D.C. hotel?

13 **A. No, no.**

14 Q. Same things?

15 **A. Same concept.**

16 Q. As you were a general manager in
17 Toronto, what's your title here in D.C.?

18 **A. Managing director.**

19 Q. Managing director. And that's the top
20 guy at the hotel; is that right?

21 **A. Yes.**

22 Q. Can you walk me through opening the

1 hotel here in D.C.? When did you get here?

2 **A. So I moved in July 2015.**

3 Q. And when did it actually open?

4 **A. We opened in September 2016. We had a**
5 **soft opening September 12, 2016.**

6 Q. So you were here for a full year prior
7 to the actual opening date?

8 **A. Yes.**

9 Q. And in that time, I mean, is it all the
10 same stuff that you just said, it just takes a
11 full year to get there?

12 **A. So I came. I was by myself. There was**
13 **a construction team, and I was by myself. The**
14 **first person I hired was Patricia Tang, director**
15 **of sales and marketing. I didn't know Washington,**
16 **D.C. I had never been in Washington, D.C., as I**
17 **mentioned.**

18 **So I was looking for someone very senior**
19 **in sales and marketing. And then I hired an**
20 **assistant, an executive assistant. Like we did in**
21 **Chicago and Toronto, we started building the team.**

22 Q. Was Ms. Tang familiar with the D.C.

1 market?

2 **A. She was in the D.C. market, yes.**

3 Q. And is that one of the reasons that you
4 hired her?

5 **A. Absolutely.**

6 Q. Did you know her before?

7 **A. No, no. I met her through a recruiter.**
8 **We used a recruiting firm. I met many people.**
9 **And I guess I was pleased with her interview, so**
10 **she was hired.**

11 Q. Do you remember when you hired her?

12 **A. In August 2015.**

13 Q. So about a month after you got here?

14 **A. (Nodding.)**

15 Q. And she was in charge of marketing and
16 advertising?

17 **A. Sales and marketing, her accreditation,**
18 **everything associated with her sales and marketing**
19 **duties.**

20 Q. So all the things we just talked about
21 with going out and trying to get people to sign
22 contracts for events and things, was that what she

1 may negotiate on the room, but don't mind spending
2 a fortune on food and beverage because it comes
3 from a different bucket.

4 When I deal with corporate accounts --

5 [REDACTED] [REDACTED]
6 we're going to commit to a thousand rooms for the
7 year with individuals and we want that price per
8 room. That's a base. So you know you're going to
9 get a thousand rooms. You don't know when, but
10 you know they're going to come.

11 But then you tell them, okay, my rate
12 will be higher because the hotel you're using
13 right now is much further from your office. So
14 people have to use a taxi to go there, which is
15 going to cost money. They say, oh, but that's a
16 different budget. It does not really matter.

17 So a lot of company it seems -- it
18 doesn't make any sense to me, but for a lot of
19 company, some can afford more on the room, less on
20 the food and beverage. So you look at the
21 package. What does the package look like? You
22 try to get better profitability.

1 Q. Including the clients that would be
2 attending the event, do you look at that, too?

3 **A. Yeah.**

4 Q. Like you said before, if it's a bunch of
5 executives --

6 **A. That's right. You look at the marketing
7 appeal of it. Does it make sense for them.**

8 Q. Look back at Exhibit 33. Can you just
9 walk me through a few things.

10 **A. Yes.**

11 Q. Let's take that top line there where it
12 says Presidential Ballroom. It says high season
13 and low season. And I see down at the bottom it
14 says what the months are for high and low season.

15 But how are those determined? What's
16 high and what's low?

17 **A. Well, again, it's what your sales team
18 knew of the market. That's what you see with the
19 intelligence report you get, the STR Report, when
20 you see in January the average rate in the city
21 for a luxury hotel is, let's say, \$350.**

22 **You look at the STR Report and you see**

1 that in January, the rate may be only \$350, if you
2 go back to the last three or four years, but you
3 see it's in \$600 in April during cherry blossom.
4 Even during a month which may be low season. Like
5 if you're in January, it's in low season. But
6 every four years there's an event happening.
7 Suddenly that week become extremely high season.

8 But this is, I guess, a general
9 guideline. And that was preopening. Something we
10 put together trying to give something to the team.
11 Then you have blackout dates. So they may try to
12 get in the system, and they're going to see the
13 space is not available. So it may be available
14 three weeks of the month. And they can use a low
15 season, but there is one week they cannot see
16 anything because it's blocked. Because we do know
17 cherry blossom, inauguration, or other event, that
18 the city is going to be filled.

19 Q. In those blackout dates, let's say
20 during cherry blossom, does this guideline go out
21 the window, or is there a separate guideline?

22 A. You try to stick with some guidelines,

1 **but the team knows when it's high compression,**
2 **that they're going to go to Patricia before giving**
3 **any kind of number because she may have some intel**
4 **that they don't have.**

5 Q. When you're talking about some of these
6 high event times, regardless of high or low
7 season, I imagine -- is it fair that while the
8 compression would happen with the guest rooms,
9 maybe not every hotel will have events; is that
10 right?

11 A. **It could happen. It depends on what the**
12 **convention or the event will be. But a lot of**
13 **times when there is high compression in the city,**
14 **you also see some compression in the food and**
15 **beverage in the meeting space.**

16 Q. So let's take inaugural -- and we're
17 going obviously get deep into this inaugural week
18 that we're talking about. But just in general,
19 let's take an inauguration week. There are
20 several events that happen across the city related
21 to that; right?

22 A. **A lot.**

1 Q. But not every single hotel will get to
2 host some of those events; is that accurate?

3 A. Well, I think there is two kinds of
4 events. You have the official event with PIC, the
5 inaugural event. And then you have all the other
6 events. You have the state society. Each state
7 is going to do some event. Then you have a
8 private company who they know there's a lot of
9 people coming in town. So they think that may be
10 good for them to host lunch or dinner, nothing to
11 do with the inaugural committee.

12 I think if you look at inauguration
13 week, the city is packed, meeting space and guest
14 rooms.

15 Q. Competition-wise with your competitors,
16 is there a benefit to getting like the official
17 inaugural event or an event, one or two? Is there
18 a benefit to your hotel to get that in your hotel?

19 A. Well, I think you attract a crowd that
20 you're going to want to come back. The issue you
21 have with the inaugural event is the size, because
22 they want a luxury hotel because Mr. X will always

1 book a presidential suite. He's coming to your
2 lunch or dinner. You don't want to put them in a
3 two-star or three-star hotel.

4 And because of the size of the event,
5 there's a huge limitation. They cannot do certain
6 events at the Four Seasons. They can do it with
7 us. They cannot do it at the Ritz-Carlton. They
8 can do it with us. They definitely cannot do it
9 at The Hay-Adams. They can do it with us.

10 So that's what you consider when you
11 negotiate a deal, is what are the options for
12 someone who is looking at the luxury product.

13 Q. So some of the events during inaugural
14 week are large as you say.

15 A. Yeah.

16 Q. Is it right that there are also several
17 official events that are not as big?

18 A. Most of them with the inaugural
19 committee are pretty big. They use Union Station
20 as an example. I mean, it's a beautiful space,
21 but they have a thousand people. Everything is --
22 in terms of luxury hotel, when you say big will be

1 Q. And then if they say I still don't want
2 to pay the 5,000, can I talk to your supervisor,
3 then I can go to Ms. Tang and potentially work
4 something else lower potentially, depending?

5 **A. She will look at the same criteria that**
6 **I'm looking at. Sometimes she may call me, may**
7 **give me a call. Again, I trust her on many**
8 **options, but she's very good at getting me**
9 **involved because I don't want to find out two**
10 **weeks later we turned away \$500,000 for a \$5,000**
11 **dispute.**

12 Q. So you wouldn't want to find out that we
13 lost all this potential food and beverage and
14 guest rooms because somebody --

15 **A. We were too strict.**

16 Q. Okay. Can you tell me -- so I look at
17 all these rooms here. Does the presidential
18 ballroom -- my understanding, that can be broken
19 into several different rooms.

20 **A. In three rooms.**

21 Q. Three rooms. Which three rooms on here
22 make up the presidential ballroom?

1 **A. Salon A, Salon B and Salon C. I can**
2 **pronounce salon.**

3 **Q. Perfectly. So all the other rooms**
4 **listed below, are those all individual rooms -- or**
5 **individual event spaces?**

6 **A. Yeah. So the great part of our space,**
7 **it's a miniconvention center. We call it the**
8 **Annex. It's a new structure attached to the Old**
9 **Post Office. You have these three rooms, which**
10 **form the ballroom. And then above we have**
11 **breakout rooms, a lot of smaller meeting rooms.**

12 **This is extremely important for business**
13 **because many luxury hotels just have -- The**
14 **Hay-Adams, they have a big ballroom. They call it**
15 **the Ballroom. It's like an L but on the top. But**
16 **that's all. And a lot of these organizations,**
17 **when they come, they want to do the offices. They**
18 **want to be able to break down the big function**
19 **into a smaller group. So that's what we have.**
20 **That's all the rooms that you see below there.**

21 **Q. So where it says first -- like Madison**
22 **is in there. Is that a separate room from what**

1 you're calling the Annex?

2 **A. No. It's part of the Annex. The**
3 **majority of our meeting space is in the Annex.**
4 **That's a miniconvention center term that I'm**
5 **using.**

6 Q. So some of these second floor ones, you
7 still call it the Annex?

8 **A. It's part of the building. It's part of**
9 **the Annex.**

10 Q. Is there anything in here that is not
11 part of the Annex?

12 **A. Yes, Patton at the bottom, Grant,**
13 **Lincoln Library, Franklin Study and DJT. No. I'm**
14 **sorry. DJT is part of it. So the last four are**
15 **not part of the Annex.**

16 Q. As you look at this document, is this
17 anywhere near what the pricing guidelines are
18 today?

19 **A. I don't know what it is today. I would**
20 **have look at it. I know it was a snapshot in July**
21 **when we were reaching out to groups for the**
22 **following year, the year after. It's something --**

1 it's a document we found. I don't know what it is
2 today.

3 I know that Patricia is updating because
4 when we do a budget, but I cannot tell you if it's
5 close or far from that.

6 Q. So this document here, you had talked
7 earlier about that you had a budget preopening --

8 A. Yeah.

9 Q. -- that you were aiming for. Are these
10 prices factored into that budget?

11 A. I would say in July 2017. That document
12 was printed at that time.

13 Q. 2016?

14 A. I'm sorry. 2016. I'm sure we were
15 using these guidelines to quote a piece of
16 business for '16, '17, '18. We were going to the
17 market with these numbers. If people would say,
18 okay, fine, looks good, then we would increase the
19 price after that. We may think you know what,
20 maybe the ballroom -- we see some opportunity
21 there because people don't have many options, or
22 whether if we go to another meeting room, maybe

1 two years with IMF, every four years with the
2 inauguration. We're going to look at all of this.

3 I look at a lot of data. And then I
4 make a call. I say, I may make a mistake here,
5 but let's go with it because we have nothing, or I
6 say, I'm sorry, but. Sometimes they're not happy.
7 Sometimes they leave my office. It doesn't happen
8 often because I respect what they do. But
9 sometimes I believe it just doesn't make sense to
10 me. It doesn't make sense for the business.

11 I take a chance because, trust me,
12 they're going to come back to me two months later
13 and say we should have taken it. So you don't
14 always win. But the majority of the time they
15 know. They know what they are doing.

16 MS. JONES: Why don't we take a brief
17 break so people can figure out lunch.

18 THE VIDEOGRAPHER: We are off the record
19 at 11:58 a.m.

20 (Recess from 11:58 a.m. to 1:00 p.m.)

21 THE VIDEOGRAPHER: We are back on the
22 record at 1:00 p.m.

1 BY MS. JONES:

2 Q. I believe before lunch we were talking
3 about contract negotiation for event space and
4 your role in that.

5 What's your role in contract negotiation
6 for -- let me back up. What's a room block?

7 **A. A room block, so a group wants 100 rooms**
8 **and commit to it. So if the room don't**
9 **materialize, they're going to be on the hook for**
10 **it financially. That's what it is. So we give**
11 **them 100 rooms. And then they do whatever they**
12 **want. They book whoever they want into these**
13 **rooms.**

14 Q. And then if they book the 100 rooms,
15 great. If they don't, they still pay for 100
16 rooms?

17 **A. That is what you call attrition, similar**
18 **to cancellation fee. They call it attrition fee.**
19 **So it's built in the contract that they're**
20 **responsible for that.**

21 Q. How does that work? Do you give them
22 one big price, or is it still by room?

1 **A. Usually it's per room category. So**
2 **they're going to tell you, we want two suites. We**
3 **have deluxe room, premium room, different room**
4 **category. So the prices vary based on that.**

5 **Q. And that's done in a contract?**

6 **A. Yes.**

7 **Q. So what's your role in those types of**
8 **contracts?**

9 **A. Again, it depends on the amount**
10 **involved. We have a lot of what I would call**
11 **small piece of business. They need 20 rooms, 25**
12 **rooms for two or three days. So that's a total of**
13 **60, 75 rooms. I don't get involved in that. The**
14 **sales team know the rate that they can get for the**
15 **rooms, which obviously has to be better than what**
16 **you see online. If not, they can just go online.**
17 **And then they sign the contract then.**

18 **Q. So when you say better than what's**
19 **online, meaning if they are willing to sign a**
20 **contract for a group of rooms, you give them some**
21 **sort of a discount?**

22 **A. Yeah. You negotiate. You negotiate.**

1 Q. And I think you said a small contract
2 would be 20 -- did you say 60 to 80 rooms?

3 A. No. If you have 20 rooms a night and
4 they stay three nights, that would be 60 rooms.

5 Q. Math. I'm with you.

6 How many rooms are in the Trump Hotel?

7 A. 263, two hundred sixty-three.

8 Q. In that industry is that a lot of rooms?
9 Is that considered a big hotel?

10 A. I would say it's in the luxury -- if you
11 compare it to a thousand room hotel, like the
12 Heaton or the Marriott Marquis, we're a small
13 boutique hotel. It's an average size for luxury
14 hotel, an average size.

15 Q. Do you, by chance, know how many rooms
16 the Four Seasons has?

17 A. They have 222, I believe.

18 Q. And is The Hay-Adams the same size?

19 A. Smaller. Hay-Adams is 140 rooms, 140,
20 142 rooms.

21 Q. Now I just want to know. The Willard?

22 A. Over 300.

1 **A. You can reduce the food and beverage**
2 **minimum as an example. We tell them it's 50,000.**
3 **We'll say, okay, fine. We'll give it to you for**
4 **40,000. So the financial liability for them is**
5 **not as high if they don't achieve these numbers.**

6 **Q. So when you're negotiating things like**
7 **that, is part of what goes into it -- with your**
8 **experience in the industry, can you look at it**
9 **sometimes and say they're going to spend way more**
10 **than 40,000 on food and beverage. This is just**
11 **limiting their liability, so it makes it worth it**
12 **to --**

13 **A. I may. Again, I need to anticipate what**
14 **the end game is going to be. So sometimes I have**
15 **to say no, I can't do it. But I'll try to look at**
16 **all the facts and make sure I don't say no for**
17 **something that actually could be a lot better than**
18 **it looks on paper.**

19 **Q. And is part of what goes into that**
20 **decision, like you were saying before, if you know**
21 **the party?**

22 **A. Yeah.**

1 Q. So if you know the party is good for the
2 money, let's say, does it help you in negotiating
3 the bottom line down?

4 A. There again, it's tough. Every
5 situation is really different. I think what is
6 important to consider is what's happening in the
7 city around that time. Even if it's someone I
8 have a long relationship with and they've been
9 with us ten times, if it's inauguration, or we
10 talked about cherry blossom, or IMF, I got to tell
11 them, I'm sorry, but this is the best I can do. I
12 may have given you a better deal last year. I
13 can't. I can't this year. I need to run the
14 business. And we have expenses like anyone else.

15 Q. Do you ever hold groups or blocks of
16 rooms for people without a contract?

17 A. Well, they would not be responsible for
18 it. So we want to make sure. If I'm going to
19 keep 150 rooms on a regular basis, I want to make
20 sure there's a contract for it. I don't want to
21 wake up the next day and there is no rooms.

22 Q. Have you ever agreed to that without a

1 contract, just holding --

2 **A. I think during inauguration or during**
3 **some event like this where you do know there is**
4 **compression and you do know some people are going**
5 **to come. The problem with high-end customers,**
6 **they decide last minute. So it really depends on**
7 **the event. You know that the city is going to be**
8 **sold out. The city is going to be extremely busy.**
9 **So you keep some rooms on the side.**

10 **I personally always keep some rooms in**
11 **my back pocket in case Mr. Blah Blah Blah who is**
12 **(indecipherable). It's tough to say no, I don't**
13 **have a room for you.**

14 **Q. So the 2017 inauguration aside, and**
15 **we'll talk about those rooms, other than that**
16 **event, have you ever held big blocks of rooms**
17 **aside for a group without a contract?**

18 **A. I can. On a regular basis I keep some**
19 **rooms on the side where the team knows that they**
20 **have to come to me. Basically, they may think**
21 **we're sold out. And I say, keep 30 rooms under my**
22 **name.**

1 Q. But that sounds like that's a decision
2 you're making as the general manager for a
3 contingency plan.

4 **A. Correct.**

5 Q. But has a group like Ford Motor Company,
6 have they ever come in and said, hey, I think
7 we're going to come there. Can you hold 40 rooms
8 for us?

9 **A. We would do a contract for them.**

10 Q. You would? Okay. Again, the
11 inauguration aside, you haven't ever done that for
12 any other group, to just hold them for them?

13 **A. I would not say never. I probably could
14 find a few examples. Nothing is coming to mind.
15 But this is typical in the luxury industry when
16 there is a big event.**

17 **In Toronto, there was a film festival.
18 The second biggest film festival after Cannes is
19 actually in Toronto. So you're not dealing with
20 PIC or a similar group. You're dealing with a
21 studio in LA. And it's a lot of relationship.
22 Okay, we need your hotel. We need your hotel.**

1 **Okay, we need to go to contract. Well, it's going**
2 **to come. But you know you're going to be full.**
3 **You know the stars are going to come. The**
4 **celebrities are going to come. They just don't**
5 **always know in advance.**

6 **Q. So when you're talking about the film**
7 **festival in Toronto, do you hold large groups of**
8 **rooms for studios?**

9 **A. Yeah.**

10 **Q. Without contract?**

11 **A. Yeah. For one, typically, you try to**
12 **get to contract. But when it's one of Bravo, NBC,**
13 **on the movie side, you know there's going to be**
14 **compression. You're not going to have enough**
15 **hotel rooms. They want to be next to the festival**
16 **where the place is. And when you're right there,**
17 **you know you're going to fill the hotel. It's a**
18 **unique situation depending on the city you're in**
19 **you have to deal with.**

20 **Q. But it doesn't happen often?**

21 **A. Not often.**

22

1 Q. Usually you get into a contract?

2 A. **That's right. You want to protect**
3 **yourself as a business.**

4 Q. Let's move our focus a little bit more
5 into the inauguration week in 2017. We talked
6 about people booking some space with you all
7 before you even opened.

8 A. **Yeah.**

9 Q. And do you recall -- and I don't know
10 the official group name, but the prayer breakfast
11 group?

12 A. **Yeah.**

13 Q. Do you remember how that contract came
14 into place?

15 A. **I don't remember speaking with the**
16 **person. I know the person in charge. At some**
17 **point I spoke. I don't recall when exactly it was**
18 **booked. What I do remember, it was very early in**
19 **the morning, like 6:00 a.m. And it's very rare to**
20 **book a piece of business that early in the**
21 **morning.**

22 **So probably what I would have said is**

1 **stop down. How often are we going to get that**
2 **kind of business.**

3 Q. Instead of just tasking your memory,
4 could you turn to Tab 3. So this has been
5 previously marked as Exhibit 41. I'm not sure if
6 it says that on your binders, but it has been.

7 **A. This one, the contract?**

8 Q. Um-hum. So if you want to just flip
9 through that to see what it is and refresh your
10 recollection. Then I'll point you to some places.

11 MR. LEVISS: Excuse me. What tab are we
12 on?

13 MS. JONES: Tab 3.

14 THE WITNESS: Okay.

15 BY MS. JONES:

16 Q. So we'll start actually on the first
17 page just to help refresh. You see the date on
18 that letter is September 8, 2016?

19 **A. Yeah, yeah.**

20 Q. Was that prior to the hotel opening?

21 **A. Yeah.**

22 Q. And do you remember anything about this

1 contract coming into play prior to the hotel
2 opening, any negotiations or conversations?

3 **A. I don't. I don't know when the**
4 **conversation started with these people. I don't**
5 **remember being involved in the negotiation on this**
6 **one. I'm sure I was asked can we book because of**
7 **the date, but I don't remember being involved in**
8 **the negotiation.**

9 Q. When you say because of the date, do you
10 mean that it was falling on the inauguration?

11 **A. Yeah, January 20.**

12 Q. And so you would have had to approve it
13 based on those blackout dates you were talking?

14 **A. Yeah. I'm sure it would have come to**
15 **me.**

16 Q. You say you don't really recall. Do you
17 then not recall who cleared it with you?

18 **A. I mean, it would have been Patricia. I**
19 **don't remember negotiating with this person. I'm**
20 **looking at it. I see 6:00 a.m. to 11:00. It**
21 **looks like a great piece of business because you**
22 **can resell your space for lunch and dinner. It's**

1 **option. It would have to be financially**
2 **advantageous.**

3 Q. But for the most part, someone is not
4 going to book a wedding and say, no, I want my
5 uncle Joe to come cater that.

6 **A. We would not want that.**

7 Q. So if somebody is going to have an event
8 in your space, chances are, I mean, they're using
9 your --

10 **A. Yeah. We're going to do the food.**

11 Q. Regardless of whether they contract with
12 the food and beverage minimum?

13 **A. Regardless of the fact they meet the**
14 **F & B minimum.**

15 BY MS. JONES:

16 Q. Let's skip ahead and talk about the --
17 well, let me just -- the contract for the PIC
18 where they were supposed to have the luncheon,
19 they didn't have a food and beverage minimum in
20 that contract; correct?

21 **A. No. The negotiation was here's a price.**
22 **If we (indecipherable). There's a price per day.**

1 **And then there was a lunch, and there was a**
2 **reception on the Friday night. But there was no**
3 **amount. It just was an understanding we get to**
4 **that price, but you're going to do a lunch and a**
5 **dinner, not a dinner or reception.**

6 Q. And we'll go through that contract in a
7 minute. I guess that's what I was talking about.
8 If somebody wanted to have an event there, paid
9 for the event space, but said they didn't want a
10 food and beverage minimum, they would still have
11 to use your caterer if they had any sort of food
12 and beverage?

13 A. **Yeah. They would have to use our**
14 **vendor.**

15 Q. But am I hearing that that doesn't
16 happen very often without a food and beverage
17 minimum in the contract?

18 A. **Usually you want to know because it's**
19 **all about the negotiation. If not, you're going**
20 **to have to pay. If you don't want to commit to an**
21 **F & B minimum, you're going to have to pay more**
22 **rental.**

1 Q. How often would you say that the hotel
2 does that, enters into a contract with no food and
3 beverage minimum even though they are going to
4 have some sort of food and beverage?

5 **A. We have some events where it's only a**
6 **meeting and they want to go offsite. They want to**
7 **go to a third-party venue outside. They don't**
8 **want to do a dinner.**

9 Q. Sure. But, I mean, how often does that
10 happen that someone wants to have an event in your
11 space and they do want food and beverage, but they
12 don't want a minimum, they just want to order --
13 or they want you to cater it similar to the
14 inauguration?

15 **A. Usually we want an F & B minimum.**

16 Q. You do want it?

17 **A. Usually you want it because you want to**
18 **make sure that there is some revenue attached to**
19 **it, especially when it's going to be for next**
20 **year. You want to make sure they committed to**
21 **100,000 food and beverage.**

22 Q. So it was a unique situation when the

1 Q. I see. Thank you.

2 A. **Yep.**

3 Q. So then are you aware that at some
4 point, they did make a quote to Rick Gates and the
5 PIC?

6 A. **Yes.**

7 Q. Let's turn to Tab 9. You can go to the
8 second to last page there. For the record, Tab 9
9 is Exhibit 36. The second to last page, do you
10 see the bottom email there from Patricia Tang on
11 December 10 to Ramsey Ratcliffe?

12 A. **Yes.**

13 Q. Now, here it appears that Ms. Tang sent
14 a quote of 3.6 million.

15 A. **Yes.**

16 Q. That's up a couple hundred thousand from
17 the 3.2. Do you remember why it went up?

18 A. **I don't remember. I don't remember.**

19 Q. Do you remember having conversations
20 with Ms. Tang about that the quote that she was
21 going to give the PIC?

22 A. **I'm sure she would have talked to me**

1 **before considering the amount.**

2 Q. But you just don't remember specifics?

3 **A. No.**

4 Q. So then the email immediately preceding
5 actually starts on the page before and then goes
6 on. That seems to be an email from Rick Gates.
7 Are you familiar with that email?

8 **A. The email to Ivanka?**

9 Q. Um-hum.

10 **A. Yes.**

11 Q. This is the email where Mr. Gates is
12 asking for some help because he thinks the price
13 is too high?

14 **A. Yes.**

15 Q. The email I wanted to actually talk
16 about is the one that Ivanka Trump wrote it looks
17 like to you -- it's right above that one -- on
18 December 12, 2016 at 10:13 p.m. Are you with me?

19 **A. Yes.**

20 Q. It says, "Can you confirm that this is
21 fair market price? Seems high, but if it's in
22 line with market, I will tell them."

1 Do you recall getting this email from
2 Ms. Trump?

3 **A. I do.**

4 Q. How would you -- well, first, what is
5 fair market price? What does that mean?

6 MS. WOODS: Objection to form.

7 THE WITNESS: Great question.

8 BY MS. JONES:

9 Q. Do you know what that means?

10 **A. You don't undercharge; you don't**
11 **overcharge. The normal price considering value**
12 **of the circumstance should be.**

13 Q. And how do you determine that?

14 **A. Your experience in the business, what**
15 **you hear from the team, from Patricia, what's**
16 **happening, what is the event. There's so many**
17 **circumstances around to come up with.**

18 Q. So in this circumstance, you've already
19 said nothing like this has ever happened before.

20 **A. That's right.**

21 Q. So how in a circumstance like that do
22 you determine fair market value?

1 MS. WOODS: Objection to form.

2 THE WITNESS: You try to make the best
3 estimate you can based on the intelligence that
4 you have and the conversations that you have in
5 the city with other general managers. Nobody will
6 share any details, but everybody is telling you
7 this is the best year, every four years, for any
8 hotel in the city because of one week.

9 So you do know that people are willing
10 to pay a fair amount of money for a guest room,
11 for meeting rooms, and you do know the city is
12 sold out.

13 BY MS. JONES:

14 Q. Did you do any -- you have a hotel with
15 the president elect's name on it. Is there a way
16 to compare that to other hotels?

17 **A. It's not only the name of the president.**
18 **It's also a brand new hotel with an unbeatable**
19 **location. It just opened. There's no history.**
20 **It's very difficult.**

21 Q. So how did you do it?

22 MS. WOODS: Objection to form.

1 any phone calls with Ms. Trump about this fair
2 market rate?

3 **A. Everything with Ivanka is very direct.**
4 **You can see with the email there was a phone call.**
5 **I don't know if it was a phone call, if it was a**
6 **communication through email. I see the email. I**
7 **don't recall a phone conversation.**

8 Q. Do you remember any more conversations
9 around this fair market price and what that should
10 be?

11 **A. No.**

12 Q. Do you remember, did Ms. Trump or anyone
13 else in the Trump family ever tell you why it was
14 important to get fair market rate?

15 **A. No.**

16 Q. What about -- I'll just include
17 Mr. Danziger. Did you ever have a conversation
18 with him about that?

19 **A. No. They would rely to me to decide on**
20 **that number not knowing what I knew of the market.**

21 Q. So you never had to explain how you came
22 up with fair market rate to anyone?

1 **A. I don't remember.**

2 **Q. You don't remember doing that, or you**
3 **didn't?**

4 **A. I don't remember explaining to someone**
5 **other than the guidelines and the 50 percent that**
6 **they're talking about here.**

7 **Q. So then did you reach out to Mr. Gates**
8 **and negotiate?**

9 **A. I did. I did.**

10 **Q. And tell me what you recall about that.**

11 **A. What I recall is a meeting with Rick in**
12 **my office. When I reached out, he reached out**
13 **around the same time and said let's meet. And as**
14 **we go, there is more information in terms of what**
15 **he needs. And we ended up at some point talking**
16 **about it's not eight days. It's going to be four**
17 **days, and we may have a lunch and we may have a**
18 **reception.**

19 **And we negotiate. And we agree on the**
20 **pricing based on what he knew, what he wanted to**
21 **do with this hotel. And that was 175,000.**

22 **Q. So can you talk to me a little bit more**

1 about what he wanted, what he told you he wanted?

2 **A. I don't recall specifics. Just a**
3 **negotiation between the hotel and the client and**
4 **reaching a deal, making a deal.**

5 Q. Would you agree with me that -- I think
6 you already said that 3.6 million was a big
7 number.

8 **A. It's a big number.**

9 Q. So is it fair to say that this was a
10 pretty important negotiation?

11 **A. Yes.**

12 Q. What did Mr. Gates -- can you tell me
13 how this happened? Did you go to him and say how
14 about this number, or did he come to you and ask
15 you to come down to a number? How did you start
16 the movement?

17 **A. I don't remember the details. I**
18 **remember the meeting. I don't remember the**
19 **details of the negotiation other than we agree on**
20 **a number. And I send a note to my team letting**
21 **them know this is the agreement.**

22 Q. Were there several numbers thrown out

1 before you reached one?

2 **A. I don't remember.**

3 Q. Was it a tough negotiation?

4 **A. No. He's a gentleman. I'm pretty nice,**
5 **try to be pretty nice to people, too. It was a**
6 **business negotiation like I have a lot with**
7 **customers. I give a number, and the client agree**
8 **with the number, and we move forward with**
9 **contract.**

10 Q. I just want to be clear. Do you recall
11 that happening where you gave out a different
12 number and he agreed with that number?

13 **A. I don't remember. I don't remember the**
14 **details.**

15 Q. Did Mr. Gates tell you about any of the
16 other offers he had gotten from other hotels for
17 space?

18 **A. No. I don't remember.**

19 Q. Did he tell you that other hotels had
20 offered him free space, event space?

21 **A. No. He never mentioned that to me.**

22 Q. Did he tell you what his budget was for

1 space?

2 **A. I don't recall getting that information**
3 **either.**

4 Q. At any point did he express to you that
5 he had concerns about being able to raise enough
6 money to pay for that space?

7 **A. No.**

8 Q. Do you recall, did you do anything to
9 prepare for the negotiations with Mr. Gates?

10 **A. I knew the numbers that we had given.**
11 **For me it was more a question of knowing, getting**
12 **more information in terms of what they would be**
13 **willing to spend. You give a proposal. You don't**
14 **know how the customer is going to react.**

15 Q. So when you say part of the negotiation
16 is to determine what the customer is willing to
17 spend, do you remember how that worked with
18 Mr. Gates? How did you determine --

19 **A. We went from eight days to four days to**
20 **start, so conversation about are you planning some**
21 **activity, or do you just want the space. I'm sure**
22 **there was a lot of conversation around what are**

1 the exact needs. And then it's agreeing on a
2 number, and that's a negotiation.

3 I just don't remember the details. I
4 give this and he agree or disagree. I do know
5 that we had an agreement when we finished the
6 meeting.

7 Q. At any point did Mr. Gates say that he
8 may take his business elsewhere because the price
9 was too high?

10 A. I don't recall. I don't recall him
11 saying that.

12 Q. So there's an email between Ms. Tang and
13 Mr. Gates -- you're not on it -- where she tells
14 him that we've held off on other events pending
15 PIC's decision.

16 Do you recall holding off on scheduling
17 other event space waiting for PIC?

18 A. There was some inquiries, as I
19 mentioned, after election. It's easier to work
20 with one group than 20 different groups. So we
21 wanted to make sure we were finishing the
22 conversation, whether we were booking or not,

1 **prior to engaging with another piece of business.**

2 Q. So the direction to hold off on booking
3 other people, would that have come from you or
4 higher?

5 A. **It would have come from me because what**
6 **we were in conversation with Rick about all that**
7 **space.**

8 Q. Can you talk to me a little bit about
9 the food and beverage minimum. What did you and
10 Rick -- excuse me -- Mr. Gates, what did you talk
11 about with him in regard to food and beverage?

12 A. **It was very vague, and I think it**
13 **reflects in my note to the team after the**
14 **negotiation. There was still some uncertainty**
15 **about --**

16 Q. I'm sorry?

17 A. **There was still some unknown uncertainty**
18 **about about the food and beverage. And in my**
19 **email to my team, I give the price and I say, we**
20 **also discuss a lunch and a reception on the Friday**
21 **night. That was the conversation with Rick.**
22 **There was full buyout of the space, and we will do**

1 **a lunch and a reception.**

2 Q. So can you help me understand why -- the
3 pricing I think we just talked about was with food
4 and beverage minimum when you were looking at the
5 pricing guidelines; right?

6 A. **Because of the demand at that time. If**
7 **I was going to 20 different groups and booking**
8 **each section, I would have gotten food and**
9 **beverage and rental because of the demand then.**
10 **Again, we're the only one with that kind of space.**
11 **So we would have charged this group premium on the**
12 **rental.**

13 Q. And so am I understanding correctly then
14 is it the PIC was being charged for -- is it
15 breakfast, lunch and dinner food and beverage for
16 all day?

17 A. **That was the food and beverage minimum,**
18 **so it would include.**

19 Q. So again, not the exact price, but like
20 we just looked at where it said 130,000 for all
21 day on the guideline; right?

22 A. **How much?**

1 Q. If we go back to Tab 2 again where we
2 were looking at the pricing guideline, for a
3 weekend all day, again with the caveat that I
4 understand this wasn't the exact one, but where it
5 shows 130,000, that is including food and beverage
6 minimum, or that is the food and beverage minimum?

7 **A. That's the food and beverage minimum.**

8 Q. Plus the room rental, which would be, if
9 we're looking at this, an additional 15,000?

10 **A. Yeah.**

11 Q. Essentially, the agreement you and the
12 PIC came up with was that they would pay that food
13 and beverage minimum whether or not they had food
14 and beverage?

15 **A. That's correct.**

16 Q. And the reason -- it's your
17 understanding the reason they would agree to do
18 that is because they wanted the space no matter
19 what?

20 **A. Yeah. It's to come up to a number. I**
21 **could have gotten this with someone else with the**
22 **food and beverage and with the rental. So when**

1 **we're looking at -- we're looking at the dollar**
2 **amount which makes sense for the buyout.**

3 Q. So can you turn to Tab 10. This has
4 previously been marked Exhibit 17. Are you
5 familiar with this email?

6 **A. Yes.**

7 Q. I'm trying to decide where to start. So
8 this is -- this email is dated December 16;
9 correct?

10 **A. That is correct.**

11 Q. And it's from you to Mr. Gates?

12 **A. Yes.**

13 Q. Now, it says as a follow-up to our
14 conversation earlier today. Does that indicate to
15 you that that was the day you had the meeting?

16 **A. The meeting; correct.**

17 Q. And is this the quote that you sent him
18 based on your conversation?

19 **A. That's what I remember. We agree at the**
20 **meeting, and I sent a note to him to confirm the**
21 **detail just to have something in writing.**

22 Q. We can turn to the contract if you need

1 to see this, but I think we've already discussed
2 that there was no food and beverage minimum in the
3 contract itself.

4 **A. There was not.**

5 Q. But we just discussed you took the food
6 and beverage minimum into account when pricing
7 this.

8 **A. Correct.**

9 Q. So on the day -- let's take the example
10 of the seated lunch on Thursday. Let me back up.

11 With a food and beverage minimum, let's
12 say, the food and beverage minimum is \$130,000.
13 Does that mean that if I spend \$130,000 on food
14 and beverage, then that comes out of the 130,000
15 food and beverage minimum; right?

16 **A. (Nodding.)**

17 Q. Then whatever I spend above that, I have
18 to pay more?

19 **A. Um-hum.**

20 Q. Is that right?

21 **A. You have to pay more if you spend more
22 than this, yeah.**

1 Q. And if I don't spend that much, I still
2 have to pay 130,000?

3 **A. You still have to pay the minimum.**

4 Q. But I guess -- and I may not be saying
5 this very clearly, but I guess what I'm trying to
6 to say is that \$130,000 goes to the food and
7 beverage that I order for a food and beverage
8 minimum; right?

9 **A. If in the contract there is a F & B
10 minimum, yes.**

11 Q. So here they're planning to have this
12 seated lunch on Thursday for 500 people. At least
13 that was the initial --

14 **A. Yeah.**

15 Q. And it says that there's no food and
16 beverage minimum; however...events are scheduled
17 and food and beverage pricing as per catering menu
18 will apply.

19 So on the day that they had the
20 luncheon, they would then have to pay above and
21 beyond -- they wouldn't get the benefit of that
22 130,000 toward that food; right?

1 **A. That was not part of the negotiation.**

2 Q. So they still had to pay the full amount
3 of any food and beverage they used regardless of
4 the amount they were paying for the space?

5 **A. That's right.**

6 Q. And that would be the same with the
7 reception for Friday?

8 **A. That is correct.**

9 Q. Now, in this email you say that the BTL
10 Restaurant and Benjamin Bar remain open to the
11 public.

12 **A. Um-hum.**

13 Q. So that means that wasn't part of the
14 contract?

15 **A. That is correct.**

16 Q. And did that, in fact, happen? Did they
17 remain open?

18 **A. Yes.**

19 Q. Then the next line says, Franklin Study,
20 Lincoln Library, Grant and Patton meeting rooms
21 remain open to the public.

22 Was that part of the agreement?

1 **A. That is correct.**

2 Q. And did that, in fact, happen?

3 **A. I don't remember. I know they were**
4 **used. I don't remember who used them, but it was**
5 **not part of the deal. The deal was the Annex**
6 **which is the miniconvention center that I talked**
7 **about.**

8 Q. So these other rooms may have been
9 rented by other parties. You're just not sure
10 who?

11 **A. Yeah. I don't remember.**

12 Q. When you and Mr. Gates discussed these
13 two events, the luncheon and the reception, was it
14 part of the negotiation that we'll bring you even
15 more money or more revenue with these events?

16 **A. Yeah. We went down from 409,000 to**
17 **175,000, which is a big decrease. So that was**
18 **part of the negotiation. We agree on that amount**
19 **for four days. It was kind of an overall number**
20 **just for getting the exclusivity of the space.**
21 **But then we got to that price assuming that we**
22 **would have a lunch and a reception.**

1 Q. And why did you decide not to do the
2 food and beverage minimum requirement on those two
3 events?

4 A. Because they have no -- there's nothing
5 definite. I mean, I cannot say why they would not
6 commit to it. But that was the negotiation at
7 that time. The buyout of the space was the key.

8 Q. And so because you still got the food
9 and beverage minimum that you were after in the
10 space, you felt okay with --

11 A. Yes.

12 Q. -- with not adding this as a food and
13 beverage minimum in the contract?

14 A. That's correct.

15 Q. I wanted to make sure I finished that
16 for the record.

17 I'm going to ask you -- let me tell you
18 what I'm going to ask you about, and then we'll
19 flip back to Tab 2.

20 Where it says entire Presidential
21 Ballroom space, it says 11 meeting rooms. Could
22 you flip back to Tab 2, which is Exhibit 33, and

1 Q. And that email is from David Anderson to
2 Joy Lee, and she has a PIC email address. Do you
3 know who Joy Lee is?

4 **A. No.**

5 Q. He says, "Hello Joy. I'm going to call
6 you in a moment, but I need to apologize. I
7 forgot about the agreement made with Mr. Gates and
8 our Managing Director (Mr. Damelincourt) regarding
9 the room rental for the Annex space being a
10 preagreed amount of 700,000 (see email below)."

11 And that would be 175,000 a day for the
12 room rental. Then you see it says, "However, in
13 my error, I had noted 105,000 on the date of the
14 prayer breakfast."

15 Did you direct him to go back to the PIC
16 to get the full 175?

17 **A. I don't remember ever asking this.**

18 Q. Do you remember having any conversations
19 with Ms. Tang about this issue?

20 **A. I don't remember.**

21 Q. Do you recall this issue at all?

22 **A. No.**

1 Q. When you and Mr. Gates first talked
2 about renting out all this space, did you tell him
3 about the prayer breakfast being in that space?

4 **A. Yes. He knew.**

5 Q. And did he have concern?

6 **A. No.**

7 Q. But was it your understanding he was
8 going to try and convince them to leave?

9 **A. That is correct.**

10 Q. Did you have any conversation about what
11 if they didn't leave?

12 **A. No.**

13 Q. And did you discuss the fact that he was
14 going to have to pay -- he meaning him and the
15 PIC -- the full price for that day regardless?

16 **A. Yeah. Again, it was part of the**
17 **negotiation. We knew that there was a prayer**
18 **breakfast, and we agreed on the \$700,000 knowing**
19 **these facts.**

20 Q. And Mr. Gates was okay with that?

21 **A. Yes.**

22 Q. So on that date of the prayer breakfast,

1 which was January 20, correct, the prayer
2 breakfast?

3 **A. January 20.**

4 Q. That was also the date of the reception
5 in the evening for the PIC?

6 **A. Yes, yes.**

7 Q. So on that day, the PIC would have paid
8 the 175,000 for the day plus whatever food and
9 beverage for the reception; right?

10 **A. Yeah.**

11 Q. And for half of that day, another group
12 was in there and they paid 5,000 for that space?

13 **A. Yeah.**

14 Q. And 39,000 for food and beverage?

15 **A. Yep.**

16 Q. Did Mr. Gates know how much the prayer
17 breakfast was paying for the use of this space?

18 **A. I don't remember. I don't remember. We**
19 **gave him the contact of the person. I don't**
20 **remember giving him a contract.**

21 Q. When you gave him the contact of the
22 person, did he ask for the contact information?

1 Q. Nonrefundable, same reason?

2 A. Absolutely. If it's a refundable
3 opportunity, then you fall within the 24, 48 hours
4 period, and that can be problematic if everybody
5 cancel two days before.

6 Q. I think we've already talked about the
7 five-night minimum stay.

8 A. Yes.

9 Q. This says from January 17 to January 24.
10 So it didn't matter what five nights they stayed,
11 as long as it was five nights?

12 A. That's correct.

13 Q. Do you recall if this pricing chart
14 changed, or if this was pretty -- stayed in place
15 throughout the inaugural week?

16 A. So this was a guideline at that point
17 because we had tested the market. We knew the
18 five-night minimum was possible. We were getting
19 a lot of inquires. And then there was, I'm sure,
20 some negotiation, but we got some rooms at this
21 price. If someone called, what's the price,
22 here's the price.

1 Q. Can you turn to Tab 19, Exhibit 52. Do
2 you see -- do you recognize this? Does this look
3 familiar, this email?

4 **A. This email, yes.**

5 Q. So I want to ask you about the email on
6 the bottom of this page. It's dated Friday,
7 December 23 at 11:28 a.m.

8 **A. Yeah.**

9 Q. And it looks like it's from you; is that
10 correct?

11 **A. That is correct.**

12 Q. But what I actually want to ask you
13 about is on the second page here. It's the bottom
14 of the email where it says, "Patricia...Rick and
15 his team have enough demand for all guest rooms.
16 Let's coordinate everything with him and/or his
17 representative in order to start blocking rooms."

18 What did you mean by that?

19 **A. Well, there was no block. There was no**
20 **room block. So we were keeping a lot of rooms.**
21 **We knew that there were some donors, some of the**
22 **business we wanted for the years to come, who**

1 would look for a room at some point. So I wanted
2 to make sure that we coordinate and we don't get
3 double reservations and we start booking some
4 rooms.

5 Q. So it says he had a demand, enough
6 demand for all guest rooms. Let's coordinate
7 everything with him.

8 Is that what you all did going forward,
9 was coordinate with Rick Gates on rooms?

10 A. I would not say for all of them, but
11 there was a lot of communication. Mr. Smith, as
12 an example, we knew Mr. Smith was a big player in
13 the hotel industry. We knew he had reached out to
14 us, and we wanted to coordinate to make sure that
15 we were not double booking.

16 Q. That you were not?

17 A. We were not double booking, working with
18 the assistant and Rick also working with someone
19 who want to stay here. Rick got to decide where
20 to put people among all the hotels that they had.

21 Q. He did get to decide, is that what you
22 said?

1 **A. I mean, giving some offers, I assume.**

2 Q. Can you say that again? Giving some
3 offers?

4 **A. There was different hotels involved. So**
5 **some people want to stay at the Four Seasons.**
6 **Some people want to stay at the Trump Hotel. He**
7 **was part of the process of introducing people.**

8 Q. And so for at least a chunk of your
9 hotels, he was making decisions who would go into
10 what room or take what reservation?

11 **A. Well, you didn't know if people would**
12 **want to pay for it. He couldn't make introduction**
13 **that I believe there is some rooms available. But**
14 **then we had to close because there was no room**
15 **block. They would not guarantee for 50 or 60**
16 **rooms. So then Patricia would have to speak to**
17 **each person and say here's a price, and we need**
18 **prepaid nonrefundable.**

19 Q. At the end of the day, how is the hotel
20 revenue from that week?

21 **A. It was very good.**

22 Q. Do you recall what it was?

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R E P O R T E R C E R T I F I C A T E

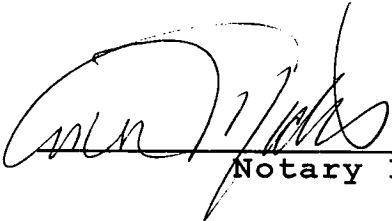
I, Ann Medis, Registered Professional Reporter, Certified Livenote Reporter and Notary Public, do hereby certify:

That MICKAEL DAMELINCOURT, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by witness.

I further certify the inspection, reading and signing of said deposition were not waived by counsel for the respective parties and by the witness.

I further certify that I am not related to any of the parties to this action by blood or marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of December, 2020.



Notary Public

Exhibit 22



Deposition of:
Mai-Lan Smith

February 18, 2021

In the Matter of:

**District of Columbia v. 58th
Presidential Inaugural Committee, 2002**

Veritext Legal Solutions
800-734-5292 | calendar-dmv@veritext.com |

1 A. In general terms, when I was at the
2 Fairmont, if you have a certain number of rooms, if you
3 need space, it means that you have a -- the group only
4 asks for space if they're using space for a meeting.
5 And with the meeting space, we ask -- they also have
6 food and beverage.

7 So based on the rooms and the space, we look
8 at how much space they use, how much food and beverage
9 contribution, and the hotel can determine -- so many
10 variables, you know, we give the meeting space for free
11 or we charge. It varies. It's so many variables that
12 it's difficult to say we always do this because as a
13 hotel, to win business, we always stay flexible.

14 Q. Okay. So if I'm understanding you
15 correctly, the decision to provide a benefit to a group
16 who's booked a room contract is -- vary case by case?

17 A. Yes. Because every group is different,
18 based on their needs.

19 Q. Okay. And just like you said, it's very
20 important to remain flexible to be competitive in the
21 market?

1 A. That's correct.

2 Q. Have you ever reached an agreement for a
3 room block without a written contract?

4 A. Without a written contract? A group?

5 Q. Yes.

6 A. It would be -- not in my -- I don't recall
7 that we do that. If it is, it would be extremely rare
8 because every group have -- have to have a contract in
9 order for us to have liquidated damages. As a lawyer,
10 I'm very sure you know you can't execute something
11 without a contract or hold anybody obligations without
12 a contract.

13 Q. Okay. That's very helpful. So I'm going to
14 move back a little bit to the Fairmont and just talk
15 about the Fairmont somewhat generally. Is the
16 inauguration, the Presidential Inauguration that
17 happens every four years, is that an important event
18 for DC hotels?

19 A. Oh, it's extremely important for the market.

20 Q. Is there a high demand for hotel rooms in
21 DC?

1 A. Yes. In history, yes.

2 Q. Is there high demand for hotel event space?

3 A. During the inauguration, most of the time,
4 it's normally rooms.

5 Q. Is there any event with higher demand for
6 hotels in downtown DC?

7 A. What do you mean by that?

8 Q. Can you think of another event that happens
9 with any kind of regularity where hotels in DC, there's
10 more demand for space, be it hotel rooms or event
11 space?

12 A. More demand for space? We don't know the
13 hotel space so how -- so I really can't answer that
14 question for you. All we know or all I know is our
15 hotels. And then of course the rooms.

16 So the demand of the rooms when we shop
17 online, we know exactly what our competitions are
18 doing. If they raise their price, then we know that
19 they already -- something is happening in the hotel,
20 that's why they increase their price. Or if it's a
21 conference. For example, there's a city-wide, then we

1 know that that is high demand, so therefore the hotels
2 do tend to increase the price -- increase the price
3 based on that demand.

4 Q. Okay. So I'll rephrase a little bit. Is
5 there any event where hotels charge more for hotel
6 rooms in DC?

7 A. Yeah. Like I say, any time they're -- like
8 just any -- just like -- of course it's all about the
9 demand. So if the city has a large event, then of
10 course we know that the demand will be there, so we
11 increase our prices. If we know that the demand is not
12 there, then we -- we -- our goal is to make sure that
13 we sell our -- we sell our room to make profit for the
14 hotel.

15 Q. Okay. Great. What kind of preparations did
16 the Fairmont undertake for the 2017 Inauguration?

17 A. The 27th?

18 Q. The 2017.

19 A. The 2017?

20 Q. Yes.

21 A. What kind of preparations? So if I recall

1 Deluxe represent 202 rooms. Correct?

2 A. Yes.

3 Q. Did the Fairmont often contract for room
4 blocks of 70 percent of the hotel?

5 A. Yes.

6 Q. How often?

7 A. I can't tell you how often, but we -- I
8 don't know percentage-wise, but we do do room block
9 over 200 rooms or even 300 rooms per night. And again,
10 it all depends on the demand of the city.

11 Q. Can you give me an estimate of the number of
12 times in a year the Fairmont would have seen let's say
13 275 room room blocks?

14 A. I don't recall that question. You need to
15 refer to them.

16 Q. Okay. Now, if you'll scroll down to 6400,
17 page eight of the PDF.

18 A. 6400 is page five of the PDF.

19 Q. Yes. Page five of the contract. Correct.

20 A. Okay. What about 6400?

21 Q. So if you look under the heading deposit

1 schedule.

2 A. Okay.

3 Q. What does this provision require?

4 A. Can you clarify? What do you mean by that?

5 Q. So what does this provision of the contract
6 require the client to do?

7 A. So you have the schedules because it's the
8 nonrefundable. We say that upon signing the contract
9 we would like that they have to give us half -- 50
10 percent of the value of the program and the
11 remainder -- and the remainder, according to here, is
12 on or before December 28th.

13 Q. Understood. So upon signing the contract,
14 50 percent of the contract was due, and 50 percent of
15 the contract is this amount in brackets. Correct?

16 A. That's correct.

17 Q. So the total value of the contract after tax
18 is this bolded number, \$897,680, times two. Correct?

19 A. The 897,680 is plus tax.

20 Q. So inclusive of tax, the total value of the
21 contract is 897,680, times two?

1 A. That's correct.

2 Q. So about \$1.8 million?

3 A. Roughly, yes.

4 Q. And the \$784,000, which is before tax,
5 that's the Fairmont's anticipated revenue. Correct?

6 A. That's correct.

7 Q. So the Fairmont's expected revenue was about
8 \$1.5 million?

9 A. Yes.

10 Q. Again, how many other contracts during a
11 given year would you expect the Fairmont to sign,
12 guaranteed \$1.5 million?

13 A. Oh, my god. No idea. You have to ask them
14 that.

15 Q. Do you recall any contracts you negotiated,
16 other than this one, the guaranteed 1.5 million in
17 revenue?

18 A. That I did? If I remember correctly, no.
19 This is the -- this is -- no, this is probably the most
20 expensive for me.

21 Q. Okay. Now, just at the top of page 6400,

1 there's a heading that says meeting and function room
2 requirements. Do you see that?

3 A. Um-hum.

4 Q. I'm going to quote for it -- from it, so if
5 you could read along with me. It says, quote, we are
6 not currently holding any meeting or function
7 facilities on your behalf, however we have enclosed
8 meeting room specifications and rental guidelines to
9 assist you with your planning and budgeting. If you
10 require any private functions or meetings, kindly
11 advise us as soon as possible so that we may endeavor
12 to protect the necessary space and advise you of the
13 associated costs, end quote. Have I read that
14 correctly?

15 A. Yes.

16 Q. So the Fairmont did not initially guarantee
17 free event space. Is that correct?

18 A. The client didn't need any space at that
19 time, so therefore that's why the contract state, we
20 are not holding any space.

21 Q. And the Fairmont was under no legal

1 obligation to provide free event space?

2 A. That's correct.

3 Q. Did the Fairmont have a written policy
4 governing when free event space would be offered?

5 A. No.

6 Q. It was just a holistic discussion between
7 you and your team?

8 A. That's correct.

9 Q. And would demand in the city affect that
10 decision?

11 A. Well, like I said, the demand in the city is
12 -- what we know of the demand is all about the rooms.
13 So it depends. Some clients just want rooms only.
14 Some client wants room with meeting space. And since
15 our hotel is over 400 rooms, we want our space to be
16 sold because our food and beverage contribution is part
17 of our budget that we need to meet.

18 Q. Sure. Why don't we take a five-minute break
19 right now, so let's go off the record.

20 (A short break was taken.)

21 BY MR. HARMAN-HEATH:

1 Q. So I want to mark Exhibit 4. You should be
2 able to see it now.

3 (Smith Exhibit 4 was marked for purposes of
4 identification.)

5 BY MR. HARMAN-HEATH:

6 A. Yes.

7 Q. If you scroll down to page 63 --

8 A. Page 63. Okay.

9 Q. Do you recognize this document?

10 A. It looks like it's our conference space
11 contract.

12 Q. And that's your conference space contract
13 with the PIC?

14 A. That's correct.

15 Q. Pages 63 to 65 lists meeting space that the
16 PIC reserved at the Fairmont?

17 A. That's correct. 63, 64 -- yup.

18 Q. So the PIC reserved -- and I'm going to run
19 through these rooms, and if you can just confirm that
20 you see all of them.

21 A. Okay.

1 State of Maryland

2 City of Baltimore, to wit:

3 I, Ahuva Goldberger, a Notary Public of the
4 State of Maryland, City of Baltimore, do hereby certify
5 that the within-named witness personally appeared
6 before me at the time and place herein set out, and
7 after having been duly sworn by me, according to law,
8 was examined by counsel.

9 I further certify that the examination was
10 recorded stenographically by me and this transcript is
11 a true record of the proceedings.

12 I further certify that I am not of counsel
13 to any of the parties, nor in any way interested in the
14 outcome of this action.

15 As witness my hand and notarial seal this
16 18th day of February,

17 

18 Ahuva Goldberger

19 Notary Public

20 My Commission Expires:

21 May 21, 2023

Exhibit 23

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

+ + + + +

IN THE MATTER OF:	:
	:
DISTRICT OF COLUMBIA,	:
	:
Plaintiff,	:
	:
v.	: Civil Action No.
	: 2020-CA-000488 B
58TH PRESIDENTIAL INAUGURAL	:
COMMITTEE, et al.,	:
	:
Defendants.	:
	:
	:

Thursday,
October 8, 2020

DEPOSITION OF:

RAMSEY STEWART

called for examination by Counsel for the
Plaintiff, pursuant to Notice of Deposition, via
Video Teleconference, when were present on
behalf of the respective parties:

1 exactly.

2 MS. HILL: So how many events do you
3 think you've worked on total since you've --
4 since you graduated from college?

5 MR. REED: Objection, vague.

6 MS. HILL: So from your time at the RNC
7 and the PIC and now planning weddings, and also
8 when you were working with the Speaker, how many
9 events have you worked on over the years?

10 THE WITNESS: I'd say probably over 200.

11 MS. HILL: When did you first become
12 involved with planning the presidential
13 inauguration?

14 MR. REED: Objection as to form.

15 THE WITNESS: Are you able to rephrase
16 the question?

17 MS. HILL: Sure. You mentioned that you
18 had worked at the RNC and then transitioned into
19 the PIC. Did you start working on the actual
20 planning of the inauguration while you were still
21 with the RNC?

22 THE WITNESS: Yes.

1 MS. HILL: And what were your
2 responsibilities while at the RNC with planning
3 the inauguration?

4 THE WITNESS: My --

5 MR. REED: Objection to form. Sorry,
6 Ramsey, just give me a few seconds --

7 THE WITNESS: I will, sorry.

8 (Simultaneous speaking)

9 MR. REED: -- objection. No worries.
10 Go ahead.

11 THE WITNESS: My responsibilities
12 included booking hotel space, rooms that were
13 going to be used or were used for our major
14 donors. And then also looking into event space
15 within the Washington, DC area. And this started
16 I'd say the day after election night. And the
17 DNC had previously reserved a lot of the spaces,
18 so felt as though we were a little bit behind.

19 MS. HILL: Who were you working with at
20 the RNC when you started planning for the
21 inauguration?

22 MR. REED: Objection, vague.

1 THE WITNESS: Specific people within the
2 RNC, I directly reported to Cara Mason, who was
3 the Director of Finance; Katie Walsh, who was the
4 Chief of Staff; Sean Cairncross, who was the COO.

5 MS. HILL: And where were your offices
6 when you were working with the RNC?

7 THE WITNESS: They were on First Street,
8 I believe Northeast. I don't remember the
9 coordinates. But on Capitol Hill.

10 BY MS. HILL:

11 Q What was the -- did you primarily have
12 like a work email address that you used while
13 working with the RNC?

14 A Yes.

15 Q Do you recall what that email address
16 is?

17 A I believe it was rratcliffe@GOP.com, or
18 something along those lines.

19 Q And did you use any other email
20 addresses to conduct business on behalf of the
21 RNC?

22 A No, I did not.

1 who would contact the hotel?

2 THE WITNESS: Yes. For the most part.

3 I was also working with a member of my team,
4 Mallory Hunter. So in tandem we were contacting
5 the hotels.

6 MS. HILL: Would you have been aware of
7 the hotels that Mallory contacted?

8 MR. REED: I'm sorry, Nicole, can you
9 repeat that?

10 MS. HILL: Sure. You said that you
11 worked in conjunction with Mallory Hunter in
12 reaching out to hotels to book room space,
13 correct?

14 THE WITNESS: Yes.

15 MS. HILL: Okay. Would you have been
16 aware of which hotels that Mallory also reached
17 out to?

18 THE WITNESS: In theory, yes, I believe
19 I should have been aware of every hotel that she
20 reached out to.

21 MS. HILL: Did you work -- was she
22 reporting to you as like a supervisor?

1 MR. REED: Objection as to form.

2 THE WITNESS: No, she also reported to
3 Cara Mason.

4 MS. HILL: Okay. So when you were
5 booking room blocks at these hotels, what were --
6 who were they intended for?

7 MR. REED: Objection, vague.

8 MS. HILL: What was the purpose of
9 booking these room blocks?

10 THE WITNESS: To have hotel rooms where
11 our major donors could stay when they were
12 traveling in for the inauguration.

13 MS. HILL: Were they intended -- so,
14 sorry. Were the room blocks only for major
15 donors? Or could anyone else book through --
16 book a hotel in that room? Or sorry, could any,
17 could other individuals book a room in that room
18 block?

19 MR. REED: Objection as to form.

20 THE WITNESS: I believe they were
21 intended for major donors or VIP guests of the
22 inaugural. I was not involved in the placing of

1 people into said rooms.

2 MS. HILL: Okay, and to clarify, what is
3 a major donor?

4 THE WITNESS: I was never in the weeds
5 on the donation amounts, I just planned the
6 events that they attended. I don't know the
7 exact number that constitutes a major donor for
8 the RNC or for the PIC.

9 MS. HILL: Do you have a, like a
10 ballpark minimum that you know about what would
11 constitute a major donor?

12 MR. REED: Objection, calls for
13 speculation.

14 THE WITNESS: I don't want to speculate
15 and give the wrong answer --

16 (Simultaneous speaking)

17 MS. HILL: More than \$10,000?

18 MR. REED: Same objection.

19 THE WITNESS: Again, I don't want to
20 speculate. I believe so, more than 10,000.

21 MS. HILL: Can you walk me through what
22 a typical negotiation would look like to try to

1 guests for the Inauguration.

2 Q Would a random member of the public be
3 able to request a room out of this room block?

4 MR. REED: Objection, vague.

5 THE WITNESS: As is standard with any
6 block of rooms that you would do for a large
7 event such as this or a wedding, the room block
8 is intended for specific parties who would have
9 the link or the point of contact to call at the
10 hotel to book a room. So they would either be
11 given a code or the booking would be handled for
12 them. A general member of the public could not
13 book a room in the RNC or the PIC's room blocks.

14 BY MS. HILL:

15 Q Okay. So it would have been limited to
16 major donors?

17 MR. REED: Objection, mischaracterizes
18 the testimony.

19 BY MS. HILL:

20 Q Who would have been able to book a room
21 through the RNC's room block?

22 A Again, I wasn't involved in the placing

1 of guests into the room blocks, so anything that
2 I would say would be speculative. My
3 understanding is that the rooms were intended for
4 major donors.

5 Q Okay. And then under hotel rooms for
6 Inauguration, it says transfer to PIC. Can you
7 explain what means?

8 A That means that the contract was
9 intended for the PIC, but I do not believe the
10 PIC had been fully operational or up and running
11 at this point. So given that we were under a
12 time crunch, we handled, being this role, reach
13 out and then transferred our contracts to the
14 PIC.

15 Q Would that mean that the PIC would be in
16 charge of paying for the room block?

17 MR. REED: Objection, calls for a legal
18 conclusion.

19 THE WITNESS: Again, I don't want to
20 speculate. It was my understanding that major
21 donors would be paying for their hotel rooms.
22 But any deposits would be covered by the PIC.

1 BY MS. HILL:

2 Q Okay.

3 MR. REED: Nicole, do you have -- I'm
4 just wondering how much more you think you have
5 on this document. If it's a lot more, maybe it's
6 a good time to break soon or if you want to
7 finish this up before we break.

8 How you doing, Ramsey? Do you need a
9 break?

10 THE WITNESS: Yes, I could take a quick
11 break.

12 MS. HILL: Would it be possible to take
13 a break after -- I don't have too many more
14 questions about this document, but can we wait to
15 take a break after we're done with this document?

16 THE WITNESS: That's okay with me.

17 Alex?

18 MR. REED: That's fine.

19 BY MS. HILL:

20 Q So I'm going to scroll down now to page
21 -- it's marked at the bottom 6396. Are you able
22 to read that on your screen?

1 right as soon as I was onboarded to the PIC.
2 They came down from New York, and we had a
3 meeting and then went to view event space that we
4 were recommending.

5 Q Do you recall what was the nature of
6 that meeting? Like do you recall the subject
7 matter of that meeting, the initial meeting with
8 the team from New York?

9 MR. REED: Objection to form.

10 THE WITNESS: It was a general meet and
11 greet. We had never met these people. Getting
12 to know each other, discussing our roles, and
13 discussing the social inaugural events.

14 BY MS. HILL:

15 Q Had you ever been aware -- I mean, were
16 you familiar with any person who was on the New
17 York team, just like did you know anything about
18 them prior to meeting them?

19 MR. REED: Objection. Vague.

20 THE WITNESS: I knew that Stephanie
21 Winston Wolkoff had been at Vogue and that she
22 had planned some Met Galas.

1 BY MS. HILL:

2 Q Were you familiar with anyone else who
3 worked on her team? Had you heard of them
4 before?

5 A No.

6 Q And who at the PIC worked on -- like how
7 did you come up -- so did you come up with the
8 list of event spaces to recommend to the New York
9 team?

10 MR. REED: Objection to form.

11 THE WITNESS: So Lindsay, I believe,
12 with I don't know whom else, came up with a draft
13 schedule of events. That draft schedule was then
14 shared with me, and then at this point I knew
15 much more about D.C. event venues and hotels than
16 Lindsay. Lindsay is from Ohio.

17 So I, based on the draft schedule,
18 recommended and set up meetings with event venues
19 that I would recommend using for the events.

20 BY MS. HILL:

21 Q And how did you decide -- I mean, what
22 factors did you consider when selecting those

1 venues?

2 A A lot of different factors -- size,
3 location, aesthetic. I'd say those are the big
4 ones.

5 Q Did potential pricing factor into it at
6 all?

7 A Not during our initial research. Most
8 of the properties that we were looking at were,
9 you know, similar levels, I'd say. So for our
10 major donors, four- or five-star hotels, there
11 aren't very many hotels -- or event spaces in
12 Washington, D.C., that are within good proximity
13 to where we wanted to be. So that was fairly
14 easy to narrow down.

15 Q You mentioned that you were more
16 familiar with the event spaces in D.C. Had you
17 held events at these venues before, the venues
18 that you recommended to the New York team?

19 A Some of them perhaps. A lot of them, I
20 had lived in D.C. for a long time, and I was just
21 familiar with the spaces and the locations.

22 Q How long did you live in D.C.?

1 A Since 2012.

2 Q So from 2012 up through the
3 inauguration?

4 A I was in D.C. from 2012 through 2019.

5 Q And so when you were interacting with
6 this team from New York and provided them
7 recommendations on event space, can you kind of
8 walk me through what happened after that, like
9 how decisions were -- were you involved in
10 decisions about which spaces to use? Like were
11 you involved in the discussions about which
12 spaces to use?

13 MR. REED: Objection to form. Compound.

14 THE WITNESS: I was involved in the
15 initial recommendations and subsequent
16 discussions about events and which event spaces
17 we thought would be best from an aesthetic, cost,
18 location, point of view. I was not the one who
19 ultimately decided where each event would take
20 place.

21 BY MS. HILL:

22 Q And remind me who -- who was the person

1 BY MS. HILL:

2 Q And were you -- did you find out -- were
3 you able to find out about how much the contract
4 between the prayer breakfast and the Trump Hotel
5 cost?

6 MR. REED: Objection. Form. Lacks
7 foundation.

8 THE WITNESS: I don't remember.

9 BY MS. HILL:

10 Q So you were not aware of the amount of
11 the contract between the prayer breakfast and the
12 Trump Hotel?

13 MR. REED: Objection. Lacks foundation.

14 THE WITNESS: I don't believe so, and I
15 don't think it would've been -- I don't know if
16 ethical is the right term for me to ask to see
17 another group's contract with the hotel. That's
18 not standard practice.

19 MS. HILL: Okay. I think this is a good
20 time to take a quick break. We can go off the
21 record.

22 (Whereupon, the above-entitled matter

1 went off the record at 5:24 p.m. and resumed at
2 5:37 p.m.)

3 MS. HILL: All right, Ms. Ratcliffe, I
4 am going to have you pull up the document marked
5 Tab 13. The bottom of the page is -- or the
6 first page is marked TRUMPORG_3348. So let me
7 know once you've had a chance to review the
8 document.

9 (Pause.)

10 MR. REED: Which exhibit will this be?

11 MS. HILL: I believe this is under 7.

12 (Pause.)

13 THE WITNESS: Okay, I've reviewed.

14 MS. HILL: All right, are you -- how
15 would you describe this document?

16 MR. REED: Objection, vague.

17 THE WITNESS: This is an email between
18 a member of my staff and the Trump Hotel that I
19 was copied on, and then replied to. Regarding
20 event space at the Trump hotel.

21 BY MS. HILL:

22 Q Okay. So if we scroll down to the

1 bottom of page 3-3-4-8, this is the email from
2 your staffer, correct?

3 A Correct.

4 Q And his name is Brian Plaut?

5 A Yes.

6 Q So the second paragraph states the 58th
7 Presidential Inaugural Committee is tentatively
8 planning to host an event at the Trump
9 International Hotel, Washington, D.C. during
10 Inaugural Week on both Thursday, January 19th,
11 2017 and Friday, January 20th, 2017. Were these
12 events the leadership luncheon and the inaugural
13 celebration you mentioned earlier?

14 A I believe so, yes.

15 Q And could you tell me the -- was the
16 Thursday event supposed to be the leadership
17 luncheon?

18 A Yes, I believe so.

19 Q And then the inaugural celebration would
20 have been Friday, January 20th?

21 A Yes.

22 Q Okay. In the third paragraph it states,

1 for this particular event we are hoping to see
2 pricing for the events in the ballroom and for
3 renting the space from Sunday, January 15th, 2017
4 through Saturday, January 21st -- January 21st,
5 2017. In addition, if you could also send a
6 pricing for renting the space Tuesday, January
7 17th, 2017 through Saturday, January 21st, 2017
8 as well, that would be much appreciated.

9 Did you tell Brian to include those two
10 ranges of dates?

11 A Yes, I believe so.

12 Q And why did you have those two different
13 ranges of dates?

14 A So I actually -- just as you were
15 reading that -- I remembered there was some
16 initial talk of potentially hosting one of the
17 inaugural balls at the Trump Hotel in the
18 ballroom. So the date ranges reflected that in
19 the additional setup that is needed for an
20 inaugural ball. It's a much larger production
21 than some of the other events. The date ranges,
22 I believe -- so it was Sunday to Saturday and

1 then Tuesday to Saturday. I think we were just
2 trying to remain flexible on time that would be
3 needed for loading, setup, and then breakdown and
4 load out. And trying to cover all bases.

5 Q Do you -- by renting out for a longer
6 period of time, would have a -- do you -- do you
7 think that would have affected the overall
8 pricing per day for renting out the Trump Hotel?

9 MR. REED: Objection to form.

10 (Pause.)

11 THE WITNESS: Could you phrase your
12 question differently?

13 MS. HILL: Sure. So when you -- in your
14 experience as an event planner, when you have
15 contracted out event spaces, does the pricing per
16 day change or does it -- does it decrease with a
17 longer period of time -- of, like, more days with
18 the event space? Is that accurate?

19 MR. REED: Objection to form.

20 THE WITNESS: I'd say that could happen.
21 It's not necessarily standard practice. I've
22 seen it happen before. But again, it varies

1 spoken at all with Patty about what the potential
2 pricing would be for the ballroom?

3 THE WITNESS: I believe I had asked
4 previously and was waiting on an answer. I don't
5 believe I was given a number before this.

6 MS. HILL: Okay. Would there have been
7 anyone else at the PIC who would have spoken with
8 a representative from the Trump Hotel about
9 pricing at this point for the ballroom?

10 MR. REED: Objection. It calls for
11 speculation.

12 THE WITNESS: Can you rephrase your
13 question?

14 MS. HILL: Sure. Were you the only
15 person at the PIC who was requesting pricing for
16 the ballroom -- for use of event space?

17 MR. REED: Same objection.

18 (Pause.)

19 THE WITNESS: I don't know. As you can
20 see from this email, Brian Plaut was the one who
21 initially reached out on my behalf. So
22 potentially others from the Events Team -- or

1 Stephanie's team, or my boss Lindsay, could have
2 also been reaching out. But I do not know
3 specifically.

4 BY MS. HILL:

5 Q And no -- so no one else at the PIC had
6 spoken to you about any contact they may have had
7 with the Trump Hotel regarding pricing in the
8 ballroom?

9 A I don't believe so. I recall kind of
10 looking to Stephanie to see if she had a contact
11 at the Trump Hotel just given, you know, her
12 connection to the family. But I don't remember
13 exactly if she said that she did, or if she had
14 spoken to anybody -- I don't remember.

15 Q And -- so you -- so you did talk to
16 Stephanie about if she had a possible contact at
17 the hotel?

18 A Again, it was so long ago. I don't
19 remember the exact discussions. But I believe it
20 did come up in a meeting -- one of our initial
21 meetings about events. Who was going to reach
22 out to the Trump Hotel? This is my contact. You

1 have another contact. You know -- things of that
2 nature as we were kind of joining teams. Nobody
3 wanted to step on anybody's toes.

4 Q Okay. Okay.

5 (Pause.)

6 Q I am going to have you look at the
7 document marked Tab number 15 -- bottom of the
8 pages marked PIC-DCAG 6718. This will be Exhibit
9 8.

10 (Whereupon, the above-referred to
11 document was marked as Exhibit No. 8 for
12 identification.)

13 Q So let me know once you've had a chance
14 to review the document.

15 (Pause.)

16 A Okay, I've reviewed.

17 Q Okay. I am going to share the document
18 now. Okay, can you tell me what this email
19 exchange is?

20 (Simultaneous speaking.)

21 MR. REED: Objection, vague.

22 THE WITNESS: Going down to the bottom,

1 there is an email from Patricia Tang to me --
2 with no email forwarded below, so somewhat out of
3 context -- giving the price of event space rental
4 Sunday through Sunday for all of the meeting
5 spaces and including beverage minimums. I
6 received the email. I forwarded it to my boss,
7 Lindsay Reynolds, and at this point, Jonathan
8 Reed, who worked under Stephanie, I said Ummmm --
9 and then my email was at some point, I guess,
10 forwarded to Rick Gates who then forwarded it to
11 Ivanka Trump.

12 Q Okay, so scrolling down to the bottom of
13 page 6-7-1-8 and understanding that Patty's
14 signature runs on to the next page, does it --
15 the first -- it's sent to you -- it's from
16 Patricia Tang at the Trump Hotel and it was sent
17 to Ramsey Ratcliffe Finance and
18 RRatcliffe@GOP.com. Is that your RNC email?

19 A Yes.

20 Q And had you used that to communicate
21 with the Trump Hotel after transitioning to the
22 PIC?

1 A I had not. I assumed that, maybe the
2 first email that came up for Patty under my name
3 and she didn't know the difference.

4 Q Is this the first -- do you recall --
5 this email is dated December 10th, 2016 --
6 correct?

7 A Correct.

8 Q Was this the first instance that you saw
9 -- is this the first price proposal that you saw
10 from the Trump Hotel for event space during the
11 inauguration?

12 A Yes, I believe so.

13 Q Okay. And what did you think about this
14 price -- the \$3.6 million when you first received
15 it?

16 A It was higher than I expected.

17 Q How much higher was it?

18 A Again, I don't really recall, like, an
19 exact price that I had in mind for reserving the
20 Trump Hotel for a week. And the Inaugural week,
21 as I've mentioned, is you know, a different ball
22 game than a standard January in D.C. I don't

C E R T I F I C A T E

This is to certify that the foregoing transcript

Deposition of: Ramsey Stewart

In the matter of: DC v 58th Presidential Committee

Before: DC Superior Court

Date: 10-08-20

Place: teleconference

were duly recorded and accurately transcribed under my direction; further, that said transcript is a true and accurate record of the proceedings; and that I am neither counsel for, related to, nor employed by any of the parties to this action in which this deposition was taken; and further that I am not a relative nor an employee of any of the parties nor counsel employed by the parties, and I am not financially or otherwise interested in the outcome of the action.



Court Reporter

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS

1323 RHODE ISLAND AVE., N.W.

WASHINGTON, D.C. 20005-3701

Exhibit 24

From: Douglas Ammerman [REDACTED]
To: tombarrackpersonal
CC: Rick Gates
Sent: 3/29/2017 6:22:49 PM
Subject: Fwd: RNC Hotels
Attachments: Fairmont Contract.pdf, Marriot Marquis DC.pdf, The Hay Adams.pdf, Ritz Carlton Georgetown.pdf, The W Hotel.pdf, Ritz Carlton DC.pdf, Willard Intercontinental.pdf, Four Seasons.pdf, The Jefferson.pdf

Tom,

This morning you asked for details on the hotel situation. I believe my attached email from February 6 (along with the actual executed contracts) paints a very clear picture of the obligation PIC inherited.

These contracts were entered into prior to the existence of PIC.

Doug

----- Forwarded message -----

From: **Douglas Ammerman** [REDACTED]
Date: Mon, Feb 6, 2017 at 5:06 PM
Subject: Fwd: RNC Hotels
To: Tom Barrack [REDACTED] [REDACTED] Sara Armstrong <sarmstrong@58pic2017.org>, Rick Gates <rgates@58pic2017.org>
Cc: Gineen Bresso <Gbresso@58pic2017.org>, Heather Martin <HMartin@58pic2017.org>

Redacted/Privileged

Doug
[REDACTED]

Begin forwarded message:

From: Gineen Bresso <Gbresso@58PIC2017.org>
Subject: **RNC Hotels**
Date: February 6, 2017 at 3:43:43 PM PST
To: Douglas Ammerman [REDACTED]
Cc: Heather Martin <HMartin@58PIC2017.org>

Doug,

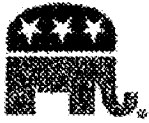
Redacted/Privileged

Redacted/Privileged

Gineen

Exhibit 25
(Filed in Camera)

Exhibit 26



**Republican
National
Committee**

Counsel's Office

*Not for
copy
Approval*

*Per Grant,
done*

No. 7054

**THIS PAGE IS FOR INTERNAL USE ONLY -
DO NOT SEND TO VENDORS.**

November 14, 2016

MEMORANDUM TO CONTRACT FILE: Agreement between the Republican National Committee and **Four Seasons, Washington DC**

The attached document sets forth in detail the agreement between the parties involved.

This memorandum, when properly dated and initialed as indicated below, will constitute approval of the agreement and must be completed before signature by the Chairman. It will then become a permanent part of the file relating to the agreement between the RNC and the above party.

PLEASE RETURN DOCUMENT TO LEGAL AFTER EACH SIGNATURE.

<u>CONTACT</u>	<u>DIVISION</u>	<u>EXT.</u>
Mallory Hunter	Finance	
<u>APPROVED</u>	<u>INITIALS</u>	<u>DATE</u>
CoS (initial)	<i>LM</i>	11/15/16
Division	<i>RR</i>	11/16/16
Legal	<i>GG</i>	11/15/16
Admin	<i>TD</i>	11/15/16
COO/COS	<i>W</i>	11/16/16



FOUR SEASONS HOTEL
Washington, DC

GROUP EVENT AGREEMENT
(Patron Agreement)

This Group Event Agreement and the attached Appendices constitute the entire agreement between Republican National Committee and DTRN Washington LLC dba Four Seasons Hotel Washington (the "Hotel") regarding arrangements for RNC Inauguration Block (the "Event") to be held over the dates of January 17, 2017 - January 21, 2017.

In consideration of the mutual obligations of the above parties, the parties agree as follows:

PART ONE - BUSINESS TERMS

SECTION 1 - ROOM BLOCK

The Hotel agrees it will provide and Republican National Committee agrees it will be responsible for a block of guest rooms, as set out below, subject to the terms and conditions set out in this Agreement.

(1) **Guest Room Block and Rates**

DATES: January 17, 2017 - January 21, 2017

	Tuesday 01/17/2017	Wednesday 01/18/2017	Thursday 01/19/2017	Friday 01/20/2017
Superior Room with King Bed	5	5	5	5
Deluxe Room with King Bed	4	4	4	4
Premier King	9	9	9	9
Premier Double Room	3	3	3	3
Grand Premier Room with King Bed	14	14	14	14
Grand Premier Room with Two Beds	1	1	1	1
Premier Suite King	1	1	1	1
Georgetown One-Bedroom Suite King	4	4	4	4
Capitol Suite King	4	4	4	4
TOTAL	45	45	45	45

Total Rooms: 180

Initial 1/13

	Best Available Rate Per Room, Per Night
Superior Room with King Bed	\$1,475.00
Deluxe Room with King Bed	\$1,495.00
Premier King	\$1,535.00
Grand Premier Room with King Bed	\$1,585.00
Premier Double Room	\$1,735.00
Grand Premier Room with Two Beds	\$1,785.00
Premier Suite King	\$2,425.00
Georgetown One-Bedroom Suite King	\$3,195.00
Capital Suite King	\$4,195.00

Printed:

Estimated revenues are set out in Appendix A attached. Rates are subject to applicable occupancy and sales tax, which are currently 14.5%, but are subject to change.

In the event the total group guestroom pick-up exceeds the originally contracted guestroom block, including pre and post guestroom nights, an addendum is required. Should Patron not wish to sign an addendum for additional guestrooms, no additional guestrooms over the 100% of the originally agreed guestroom block will be offered. This includes pre and post room nights reserved. Room and rate availability may be subject to change.

(2) **Commissions**

All Group Room Rates are non-commissionable.

(3) **Gratuities**

Group requests the following gratuities be posted to the Master Account. Hotel will distribute 100% of such gratuity payments to Hotel employees. At the time of the Event, Group retains the right to modify the below checked gratuities and may choose to change such gratuity based on the service provided or for any other reason.

For Group's convenience average gratuity amounts are listed. Please check the gratuity amount that Group would like to be posted to the Master Account.

Porterage:

- \$10.00 Round Trip Single Occupancy / \$12.00 Double Occupancy
- \$11.00 Round Trip / \$13.00 Double Occupancy
- \$12.00 Round Trip / \$14.00 Double Occupancy

Room attendant:

- \$3.00 per room, per day
- \$4.00 per room, per day
- \$5.00 per room, per day

Ballman amenity delivery gratuity:

- \$5.00
- \$6.00
- \$7.00

Initials:

11

- Spa:
- 20%
 - 21%
 - 22%

- F&B Outlets:
- 18%
 - 19%
 - 20%

Discretionary gratuities selected above are not subject to sales tax.

SECTION 2 – RESERVATION METHOD

(1) Booking

Individuals will make room reservations by calling the Hotel directly at [REDACTED] and requesting the Reservations Department or by booking at a designated on-line site. Individuals must indicate their group affiliation when making reservations or the applicable group rate may not be extended. Direct reservations must be made prior to January 17, 2017.

All Guest Rooms Pre-Paid, Non-Refundable

Individuals will be responsible for payment of all their charges. A deposit that equals full pre-payment of room and tax will be taken at the time of reservation. The individual will be responsible for their room rate plus tax for the entire duration of their stay. Patron agrees to inform attendees and prominently display this cancellation policy in all of their registration materials. The Hotel agrees to prominently display these terms concerning short-term cancellation in the confirmation notices that are sent to the individuals once their reservation has been made.

All guest rooms will be held for late arrival, if guaranteed. A guarantee on each reservation shall be in the form of an advance deposit for the payment of the first night's room and tax, either cash or a major credit card, or pre-arrangements made with the Hotel's credit department.

(2) Check In/Check Out Time

Check-in time is 3:00 p.m. Room assignments prior to this time are subject to availability. Check-out time is 12:00 p.m. If any room is not vacated by this time, Individual Guests will be charged a late charge 50% of the day's rate unless prior arrangements are made with the Hotel's management.

Initials [Signature] -13

SECTION 3 - DEPOSIT

Republican National Committee must adhere to the following Deposit schedule or all commitments may be released at the option of the Hotel. The initial deposit of \$404,574.30 is required with the signed contract. Provided Republican National Committee meets its obligations under this Agreement, the Deposit will be deducted from the final billed amount. The Deposit is non-refundable except in the case of force majeure.

Deposit Type	Due Date	Amount Due	Payment Method		
Initial Deposit	Upon Contract Signature	\$404,574.30	Credit Card <input type="checkbox"/>	Check <input type="checkbox"/>	Wire Transfer <input type="checkbox"/>
Final Payment		The balance of the final estimated invoice (to be determined), if Republican National Committee is not approved for direct billing	Credit Card <input type="checkbox"/>	Check <input type="checkbox"/>	Wire Transfer <input type="checkbox"/>

Full program value due in advance of arrival.

The Room Block and services referred to in this Agreement may be released by the Hotel, at its option, with written notice to the Planner on behalf of Patron, unless the requisite deposit ("Deposit") has been received on or by the Hotel on or before Wednesday, November 16, 2016 (the "Option Date"). In the event that another organization requests the same or similar arrangements on a definite basis on or prior to the Option Date and the Hotel cannot handle both functions, the Planner will be given written notice of such matter. Upon receipt of notice, the Patron and Planner will have two business days in which to submit the Deposit to confirm the Commitment on a definite basis or space will be released. Should the Hotel choose not to release the Room Block, the Patron will remain liable for the performance of all its obligations under this Agreement.

SECTION 4 - CANCELLATION AND OPTION DATE

(1) Cancellation Fee

If Republican National Committee cancels the entire Event, the Hotel shall have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, the catering of food and beverage, food and beverage outlets, and use of recreation facilities, commission on retail sales and ancillary payments etc. in connection with the Event. The parties acknowledge that it is difficult to quantify such damages and have agreed that the Hotel shall assess a cancellation fee, (the "Cancellation Fee") against Republican National Committee as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be based on the date written notice of cancellation is received by the Hotel, and calculated as the Estimated Room Revenue in accordance with the following scale:

Number of Days Prior to the Event	Percentage of Estimated Room Revenue
0-30 days January 17, 2017 to Contract Signature	100%

Initials LSH 13

(2) **Payment of Cancellation Fee**

In the case of cancellation, the Cancellation Fee and any related taxes are payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by Republican National Committee will be applied against the Cancellation Fee owing.

SECTION 5 - ATTRITION

(1) **Attrition Fee**

If Republican National Committee partially cancels the rooms from the Room Block or blocked rooms are not otherwise taken up by Republican National Committee ("Attrition"), the Hotel will have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, food and beverage outlets, and ancillary payments, in connection with the rooms not taken up ("Attrition Rooms"). The parties acknowledge that it is difficult to quantify damages and have agreed that the Hotel shall assess an attrition fee, (the "Attrition Fee") against Republican National Committee as liquidated damages and not as a penalty. The Attrition Fee is calculated as 100% of the contracted Room Revenue for the Attrition Rooms.

(2) **Payment of Attrition Fee**

The Attrition Fee and any related taxes will be added to the Event's final invoice. Attrition will be calculated on a cumulative basis.

SECTION 6 - PAYMENT PROCEDURE

(1) **Payment Options**

A master account will be established for Republican National Committee ("Master Account") and all items marked under "Charge to Master Account" below will be charged to the Master account, pending credit approval by Credit Manager. If credit is not approved, then all payments must be made in advance of the Event. Individual attendees will be required to establish credit by providing a credit card for authorization upon arrival, and will be responsible for all indicated charges. Any remaining charges, which are not specifically indicated, will be charged to the Master Account.

Room and Tax:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>	Phone Calls:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>
Laundry/Valet:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>	Food Outlets:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>
Mini Bar:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>	Parking Charges:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>
Transportation:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>	Room Gratuitier:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>
Miscellaneous: (please indicate)	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>	Room Attendant:	Master <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>

Initials *AB*

(2) **Account Settlement**

A final invoice (the "invoice") of all outstanding amounts will be prepared at the close of the Event. Final payment of all amounts not in dispute is due immediately upon receipt of the invoice, unless prior billing arrangements have been made with the Hotel's Credit Manager. Any invoice outstanding for more than thirty (30) days will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply.

(3) **Disputed Invoices**

In the event Republican National Committee reasonably disputes any item, Republican National Committee will pay the Invoice less the disputed amount. The parties shall negotiate in good faith to resolve the disputed amount within thirty (30) days. Payment of the resolved amount, if any, is due thirty (30) days after resolution of the dispute.

(4) **Payment by Credit Card**

The undisputed balance of the Master Account may be paid by credit card within five (5) business days of receipt of the billing statement at no additional charge, however accounts tendered to a credit card after the five (5) day grace period will be subject to a three percent (3%) convenience fee.

PART II - LEGAL TERMS

SECTION 7 - DAMAGES TO HOTEL

Republican National Committee shall be responsible for all liabilities, losses, claims, demands, damages, costs and expenses, including (without limitation) property damage and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel and arising as a direct or indirect result of the negligence or willful misconduct of Republican National Committee or its employees or any invitee of or outside contractor hired or engaged by Republican National Committee.

SECTION 8 - INDEMNITIES

Each Party agrees to indemnify, defend and hold harmless the other party and each of its directors, officers, employees, operator and agents (collectively, the "Indemnitees" and individually, an "Indemnity") from and against all liabilities, losses, claims, demands, damages, costs and expenses (including but not limited to reasonable legal fees and disbursements) suffered or incurred by an indemnity and arising as a direct result of any claim, proceeding, civil, criminal or administrative action, inquiry, suit or legal action instituted against an indemnity in respect of the Event and arising as a direct result of the negligence, fraud or willful misconduct of the Party or any of its directors, officers, employees, operator and agents. Such indemnity shall not apply to the extent that an indemnity is claiming indemnity for its own negligence, fraud or willful misconduct.

The foregoing is not intended to modify any rights or obligations of the parties as set out in the applicable innkeeper's legislation.

SECTION 9 - INSURANCE

Republican National Committee and the Hotel agree to obtain and maintain throughout the term of the Event,

Initials 13

insurance of such types and in such amounts as a reasonably prudent company in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance.

SECTION 10 - FORCE MAJEURE

If for any reason beyond the Hotel's or Republican National Committee's reasonable control (including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of terrorism; acts of war; acts of God; fires; floods or other emergency conditions; any delay in necessary and essential repairs of the Hotel, any curtailment of transportation such that at least 60% of attendees cannot arrive at the Hotel) it is impossible or illegal for the Hotel or Republican National Committee to perform its obligations under this Agreement, such non-performance is excused and such affected party may terminate this Agreement without further liability of any nature, and any Deposit shall be returned. The parties agree to negotiate in good faith to rebook any Event cancelled due to a force majeure event. Deposits may be applied to the rebooked Event.

SECTION 11 - GENERAL PROVISIONS

(1) **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of District of Columbia.

(2) **Notices**

All notices required or provided for under this Agreement shall be in writing and shall be effective immediately upon receipt by personal delivery, facsimile transmission or registered mail, return receipt requested, addressed to the other party's attention. Contact of Record is:

Patron: Republican National Committee 310 First St SE Washington, DC 20003	Hotel: Four Seasons Hotel Washington, DC 2800 Pennsylvania Avenue Washington, DC, 20007
Fax: [REDACTED]	Fax: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
Attention: Katie Walsh & Sean Cairncross COS & COO	Attention: Tori Boos

(3) **Non-Waiver of Breach**

Any failure to demand strict and full performance of any of the covenants or agreements on the part of the other party, to be observed, kept or performed, while the party is in default with respect to any such covenant or agreement, shall not be construed to be a waiver by the first party of any such default or breach of covenant.

Initials *[Handwritten Signature]* 13

(4) **Authority to Sign**

If this Agreement is signed by Republican National Committee in the name of a corporation, partnership, association, club or society, the person(s) signing represents and warrants to the Hotel that he/she has full authority to sign such agreement.

(5) **Not Transferrable**

This Agreement is for the provision of services exclusively to Republican National Committee and cannot be assigned, resold or in any way transferred to any other party. Any attempt to do so shall be considered a cancellation under this Agreement and the Cancellation Fee will apply.

(6) **Entire Agreement**

This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both parties.

(7) **Severance**

In the event that one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date last written below.

Republican National Committee

Per:

[Signature]
Katie Walsh & Sean Calmeross
COS & COO

Date:

11/16/16

DTHS Washington LLC
dba Four Seasons Hotel Washington

Per:

[Signature]
Tori Hoos
Director of Sales

Date:

11/17/16

Per:

[Signature]
Mr. Raj Sharma
Director of Finance

Date:

11/17/16

Initials *[Handwritten initials]*

APPENDIX A

Estimated Charges (including taxes):

Estimated Room Revenue	\$404,574.38
------------------------	--------------

Initials

**Republican
National
Committee**

Counsel's Office

November 15, 2016

**Addendum to the Contract Between the Republican National Committee
("RNC") and DTRS Washington LLC dba Four Seasons Hotel Washington ("Vendor")**

All addendums, non-disclosure agreements, schedules, or other exhibits attached to the Contract are incorporated into the Contract. All terms and conditions of the Contract shall remain in full force and effect, except that if there shall be any conflict between a provision in this Addendum and the Contract, the Addendum shall prevail.

Vendor agrees that, after the conclusion of the event, the RNC's deposit shall be refunded to the extent that individual guests reserve and pay for room nights from the RNC's block.

Vendor and RNC agree that the Cancellation Fee in Section 3 shall be exclusive of any taxes that would otherwise have been due by the Hotel for the provision of rooms had the RNC had not cancelled the contract.

In the Section entitled "Payment by Credit Card" strike the words "five (5) business days" and replace with the words "thirty (30) days." In that same Section, strike the words "five (5) business day" and replace with the words "thirty (30) day."

Strike the Section titled "Not Transferable" in its entirety.

ASSIGNMENT OF CONTRACT:

The RNC is permitted to assign its rights and responsibilities under this Contract to a third party. Upon its receipt of (i) notice that the RNC has exercised its assignment rights and (ii) payment in full to Vendor by the third party to which the RNC assigned the contract, Vendor will reimburse the RNC within one business day for any amounts the RNC has paid under the Contract.

CANCELLATION/ATTRITION:

Notwithstanding anything to the contrary, in the event of cancellation or attrition by the RNC, Vendor agrees to undertake reasonable sales efforts to resell the cancelled rooms. For purposes of calculating the resale of cancelled rooms, the number of rooms resold will equal the number of rooms cancelled less the number of rooms vacant in Vendor on the date of the Event. For further clarity, if the number of rooms vacant at the time of the Event exceeds the rooms cancelled, no rooms will be considered resold. In the event Vendor is sold out on the date of the Event, all rooms cancelled will be considered resold. The RNC shall not be responsible for payment of resold rooms and shall be due a refund from Hotel in the amount of revenue generated by such resale.

CONFIDENTIALITY/NON-DISCLOSURE:

Vendor understands that Vendor may come into the possession of confidential information that pertains to the RNC's business, including but not limited to, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions, samples, models, lists, strategies and procedures. Vendor acknowledges that any and all of the foregoing, along with any and all other information provided to, generated by, or otherwise becoming known to Vendor in connection with or incident to this Contract, is privileged and confidential information in any form, and Vendor further agrees not to retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose. Vendor agrees that confidential information will not be willfully or negligently divulged or made accessible to any third party. Confidential information as described above is the exclusive property of the RNC and will be immediately returned to the RNC upon the RNC's request or upon termination of this Contract.

LIABILITY:

The RNC assumes all risk and liability for personal injury, bodily injury, and property damage incurred as a direct or indirect result of the negligence of the RNC, its employees and agents. Vendor assumes all risk and liability for personal injury, bodily injury, including but not limited to sickness or injury related to the consumption of food provided by Vendor, and property damage incurred as a direct or indirect result of the negligence of Vendor, Vendor's employees and agents.

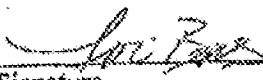
LIMITATION OF LIABILITY:

Vendor will look only to the assets of the RNC, an unincorporated association, for payment of any obligation that may become due from the RNC. No member, officer, employee, or agent of the RNC or of any committee thereof shall be liable for any such obligation.

TAX LIABILITY:

It is understood that the RNC will not be responsible for the payment or withholding of personnel-related federal, state, and/or local taxes, payroll taxes, Social Security taxes, health insurance, unemployment insurance, and/or any other similar personnel costs of Vendor arising in connection with this Contract.

For Vendor:



Signature

JOEL BOOS DIRECTOR OF SALES

Print Name and Title

11/16/12

Date

For the RNC:



Katie Walsh / Sean Cairncross
Chief of Staff / Chief Operating Officer

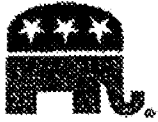
11/16/12

Date



Exhibit 27
(Filed in Camera)

Exhibit 28



Republican
National
Committee

Counsel's Office

*Needs
TONY
Approval*

No. 7052

**THIS PAGE IS FOR INTERNAL USE ONLY -
DO NOT SEND TO VENDORS.**

November 14, 2016

MEMORANDUM TO CONTRACT FILE: Agreement between the Republican National Committee and W Hotel

The attached document sets forth in detail the agreement between the parties involved.

This memorandum, when properly dated and initialed as indicated below, will constitute approval of the agreement and must be completed before signature by the Chairman. It will then become a permanent part of the file relating to the agreement between the RNC and the above party.

PLEASE RETURN DOCUMENT TO LEGAL AFTER EACH SIGNATURE.

<u>CONTACT</u>	<u>DIVISION</u>	<u>EXT.</u>
Mallory Hunter	Finance	
<u>APPROVED</u>	<u>INITIALS</u>	<u>DATE</u>
CoS (initial)	<i>GH</i>	<i>10</i>
Division		
Legal		
Admin	<i>[Signature]</i>	<i>11/14/16</i>
COO/COS	<i>[Signature]</i>	<i>11/14/16</i>

*Treasurer Approved
by email.*

Robert Owens - Administration

From: Anthony Parker [REDACTED]
Sent: Monday, November 14, 2016 3:32 PM
To: Robert Owens - Administration
Subject: Re: W Hotel

Approved
Tony parker

On Nov 14, 2016, at 3:27 PM, Robert Owens - Administration [REDACTED] wrote:

Reserve rooms at the W for inauguration week. \$1.5M due upon signing. Immediate reimbursement by hotel to RNC once PIC funds are transferred to the Hotel.

Robert G. Owens, C.P.A.
Director of Administration & Chief Financial Officer

[REDACTED]
[REDACTED]
<image001.gif>

From: [REDACTED]
Sent: Monday, November 14, 2016 4:36 PM
To: Robert Owens - Administration [REDACTED]
Subject: Message from KM_C454e

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

<SKM_C454e16111416360.pdf>

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



WASHINGTON, D.C.

Agreement between Investment Corporation of Dubai d/b/a W Washington D.C. and Republican National Committee

Customer
Republican National Committee
Katie Walsh
Chief of Staff
310 1st St Se
Washington, DC, 20003
United States
Phone: [REDACTED]
Fax : [REDACTED]
Email : [REDACTED]

Property
W Washington D.C.
Melissa Hilbeck
Sales Manager
515 15th St NW
Washington, DC, 20004
United States
Phone: [REDACTED]
Fax : [REDACTED]
Email : [REDACTED]

RE: 2017 Presidential Inauguration

This Agreement between Republican National Committee ("Customer") and Investment Corporation of Dubai d/b/a W Washington D.C. ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

Event Dates: 09-Jan-2017 to 27-Jan-2017

Sign By Date: Between now and Monday, November 14, 2016 unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, you will have one business day to confirm on a definite basis. If this agreement is not mutually executed by Monday, November 14, 2016, the room block and meeting space may be automatically released

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

	Wed, Jan 18, 2017	Thu, Jan 19, 2017	Fri, Jan 20, 2017	Sat, Jan 21, 2017	Total
Run of House - Interior	105	105	105	105	420
Run of House - Exterior	77	77	77	77	308
Fabulous (Two Beds)	30	30	30	30	120
Fantastic Suite	14	14	14	14	56
Marvelous Suite	8	8	8	8	32
Wow Suite	6	6	6	6	24
Extreme Wow	1	1	1	1	4
Attendees Room Block Total	241	241	241	241	964

Total Guest Room Night Commitment: Customer's total guest room night commitment is 964.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates"):

Attendees Room Block

Rooms	Rate
Run of House - Exterior	\$1049
Run of House - Interior	\$989
FABULOUS	\$1099
Fantastic Suite	\$4000
Marvelous Suite	\$4500
Wow Suite	\$6000
Extreme Wow	\$10000

Four night minimum length of stay required arriving on Wednesday, January 18, 2017 and departing on Sunday, January 22, 2017. Rates do not include applicable state and local taxes, currently 14.50%, or the following automatic or mandatory charges: No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly

Customer Initials: *KW* Hotel Initials: _____

Rates are non-commissionable.

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **Wednesday, December 28, 2016**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rooming List: Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual in Microsoft Excel format. The rooming list must be received no later than **Wednesday, December 28, 2016**. All reservations made by rooming list will be guaranteed for arrival to the Master Account if a credit card number is not provided.

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start - End Time	Function Space	Set Up	# PPL	Room Rental
Wed, 18-Jan-2017	Reception	7:00PM- 11:00PM	Altitude		200	\$0.00
Wed, 18-Jan-2017	Reception	7:00PM- 11:00PM	POV Lounge		150	\$0.00
Wed, 18-Jan-2017	Reception	7:00PM- 11:00PM	POV Terrace		250	\$20,000.00
Total						\$20,000.00

Rates do not include applicable state and local taxes, currently 10%.

Function Space Rental Fee: \$20,000 (excluding taxes and other charges). A service charge, currently 23% of the function space rental fee (plus all applicable taxes) will be added to the function space rental fee and is retained by Hotel to cover non-itemized costs of the event. The service charge is not a tip or gratuity for employees. See *schedule of events, if applicable*.

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 23% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 17% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$1,427,952
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	\$75,000
Estimated Other Revenue:	\$20,000
Total Minimum Revenue:	\$1,542,952

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: No attrition allowance will be given for the room block. All guest rooms are pre-paid, non-refundable.

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 18-Jan-2017 :	100% of Total Minimum Revenue = \$1,542,952
--	---

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below. Please check applicable option.

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):		X
Event Food & Beverage (including taxes, service charges, and administrative charges):	X	
Incidental charges:		X

*Guest will be responsible for room, tax & incidentals. Customer will be responsible for any room and tax for unoccupied no shows and canceled guestrooms.

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule: ~~Payment signature required~~. Hotel will refund the Group the guestroom revenue collected from attendees within the contracted room block.

Concessions: Hotel will provide the following concessions:

Concession
Complimentary Internet in the guestrooms
Complimentary Internet in the event space
Complimentary package receiving & storage

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to 09-Jan-2017, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 09-Jan-2017.

Porterage: A mandatory porterage charge of \$4.75 in / \$4.75 out per person (plus all applicable taxes) will be assessed for Customer arrivals or departures to/from Hotel's facility, at the time of check-in or departure, requiring luggage handling or requiring any form of transportation to/from convention center lobby. The mandatory porterage charge is paid in its entirety to employees providing the porterage services.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to 09-Jan-2017. A handling and storage fee of \$5 per box will be assessed. The mandatory handling and storage fee is paid in its entirety to employees providing the handling services. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to 09-Jan-2017.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids

Customer Initials bjf/forse Hotel Initials _____

in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Limitation of Liability: Hotel will look only to the assets of the Customer, an unincorporated association, for payment of any obligation that may become due from the Customer. No member, officer, employee, or agent of the Customer or of any committee thereof shall be liable for any such obligation.

Tax Liability: It is understood that the Customer will not be responsible for the payment or withholding of personnel-related federal, state, and/or local taxes, payroll taxes, Social Security taxes, health insurance, unemployment insurance, and/or any other similar personnel costs of Hotel arising in connection with this Contract.

Liability: The Customer assumes all risk and liability for personal injury, bodily injury, and property damage incurred as a direct or indirect result of the negligence of the Customer, its employees and agents. Hotel assumes all risk and liability for personal injury, bodily injury, including but not limited to sickness or injury related to the consumption of food provided by Hotel, and property damage incurred as a direct or indirect result of the negligence of Hotel, Hotel's employees and agents.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

Assignment: Customer is permitted to assign its rights and responsibilities under this Contract to a third party. Upon its receipt of notice that Customer has exercised its assignment rights and upon its receipt of payment from the assigned party, Hotel will reimburse Customer within one business day for any amounts it has paid under the Contract.

Customer Initials EBH/for Hotel Initials _____

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

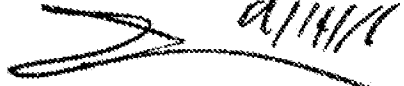
ACCEPTED AND AGREED TO:


Republican National Committee

Investment Corporation of Dubai, as owner of W Washington D.C.

By

By


Sean Cairncross


Bruce Sorensen
Director of Sales & marketing

Republican National Committee COO

Date

Date

11/14/16

11/11/16

SC

SPG PRO PROVISIONS

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("SPG"), including Starpoints and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a "Group Recipient"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions http://www.starwoodhotels.com/preferredguest/legal/spg_terms.html (the "SPG T&Cs").

Member Name	Starwood Preferred Guest Membership Number
1.	
2.	
3.	

Customer Initials 6/27/16 Hotel initials _____

Exhibit 29
(Filed in Camera)

Exhibit 30
(Filed in Camera)

Exhibit 31
(Filed in Camera)

Exhibit 32
(Filed in Camera)