

OFFICE OF INSPECTOR GENERAL
UNITED STATES GENERAL SERVICES ADMINISTRATION

IN THE MATTER OF:)
)
DONALD J. TRUMP, INDIVIDUALLY) COMPLAINT
AND AS PRESIDENT OF THE UNITED)
STATES.)
_____)

INTRODUCTION

1. This complaint concerns President Donald Trump’s violation of the Constitution and laws of the United States prohibiting certain conflicts of interest and other corrupt acts and practices. The complaint arises from his company’s use and occupation of the Old Post Office building in Washington, D.C. where the Trump International Hotel is located. This complaint is effective January 20, 2017 when President Trump takes office.
2. The Old Post Office Building is owned by the United States and is leased by the General Services Administration of United States (“GSA”) to companies owned by President Trump, and three of his children, for use as the Trump International Hotel.
3. President Trump is violating a provision of the lease with the GSA that explicitly prohibits elected officials of the United States Government from having a share in the lease or benefitting from the lease. The purpose of this provision, freely agreed to by President Trump, is to prevent conflicts of interest and to maintain the integrity of the GSA’s contracting system as required by regulations.
4. Article II, § 1, clause 7 of the Constitution of the United States provides: “The President shall, at stated Times, receive for his Services, a Compensation, which shall neither be increased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from the United States, or any of them.” This clause is referred to as the “Presidential Compensation Clause” in this complaint.
5. The compensation for the President’s services, as set forth in 3 U.S.C. § 102, provides:

“[t]he President shall receive in full for his services during the term for which he shall have been elected compensation in the aggregate amount of \$400,000 a year, to be paid monthly, and in addition an expense allowance of \$50,000 to assist in defraying expenses relating to or resulting from the discharge of his official duties. Any unused amount of such expense allowance shall revert to the Treasury pursuant to section 1552 of title 31, United States Code. No amount of such expense allowance shall be included in the

gross income of the President. He shall be entitled also to the use of the furniture and other effects belonging to the United States and kept in the Executive Residence at the White House.”

6. The profits, benefits and other emoluments that President Trump is taking from the United States by illegally using and occupying the Old Post Office building in violation of the lease are in addition to the compensation provided for in 3 U.S.C. § 102 with the result that President Trump is violating the Presidential Compensation Clause.
7. The profits, benefits and other emoluments received by President Trump from States and from the United States when state and federal employees stay in the Trump International Hotel or use its facilities are resulting and will result in President Trump’s violation of the Presidential Compensation Clause.
8. Article I, § 9, clause 8 of the Constitution of the United States provides: “no Person holding any Office of Profit or Trust under [the United States], shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.” This clause is referred to as the “Emoluments Clause” in this complaint.
9. As a beneficial owner of Trump Old Post Office LLC, President Trump has accepted and is accepting profit, gain, benefits, items of value and other emoluments from foreign states, including the Governments of Kuwait and Bahrain, through the Trump International Hotel in Washington, D.C..
10. By accepting profit, gain, items of value and other emoluments from Kuwait and many other foreign states, without the consent of Congress, President Trump is violating the Emoluments Clause.

PARTIES

11. Complainant, J. Whitfield Larrabee (“Larrabee”), is the founder of the Presidential Law Project. Working through the legal system, the Presidential Law Project acts to ensure that the President of the United States and executive officials comply with the Constitution and laws of the United States. Larrabee, a licensed attorney who resides in Massachusetts, is admitted to the practice of law in the Commonwealth of Massachusetts, the United States District Court for Massachusetts, the United States First Circuit Court of Appeals and the Supreme Court of the United States.
12. The Respondent Donald Trump took office as President of the United States on January 20, 2016.
13. President Trump, Ivanka Trump, Eric Trump and Donald Trump, Jr. own Trump Old Post Office LLC and the Trump International Hotel in Washington D.C. through an opaque

web of limited liability companies, trusts and corporations. These entities include, but are not limited to, DJT Holdings LLC, Ivanka OPO Hotel Manager LLC, Don OPO Hotel Manager, Eric OPO Hotel Manager LLC and OPO Hotel Manager Member Corp. Through DJT Holdings LLC, President Trump owns approximately 76.725% of Trump Old Post Office LLC and the Trump International Hotel. All or almost all of the remaining interest in the hotel is owned by Ivanka Trump, Eric Trump and Donald Trump, Jr.. The GSA leased the Old Post Office building to Trump through Trump Old Post Office LLC. President Trump has at least a 76.725% interest in the GSA lease.

JURISDICTION

14. The Administrator of the GSA is responsible for the maintenance and operation of federal buildings throughout the United States as provided by 40 U.S.C. § 301, et. seq. The duties of the Administrator include protecting the property under his or her control and ensuring that the real property of the United States is subject to proper management in compliance with the laws of the United States.
15. The Office of the Inspector General of the GSA is responsible for detecting and preventing fraud, waste, abuse and mismanagement in the GSA's programs and operations. The Office of the Inspector General ("OIG") is responsible for maintaining the accountability and integrity of GSA programs and operations by performing criminal and civil investigations and by providing other services to senior GSA and law enforcement officials.
16. This complaint falls within the jurisdiction and purview of OIG because it relates to the integrity of the GSA's leasing of a building owned by the United States, and it is based upon the mismanagement, illegal use and conversion of federal property, under the control of the GSA, by the highest ranking official in the Government of the United States.

COUNT 1

VIOLATION OF THE LEASE WITH THE GSA

17. The allegations in the preceding paragraphs are incorporated by reference as if fully set forth.
18. Section 37.19 of the lease between Trump Old Post Office LLC and the GSA provides:

No member or delegate to Congress, or elected official of the Government of the United States or the Government of the District of Columbia, shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; provided, however, that

this provision shall not be construed as extending to any Person who may be a shareholder or other beneficial owner of any publicly held corporation or other entity, if this Lease is for the general benefit of such corporation or other entity.

19. As “an elected official of the Government of the United States,” President Trump is subject to Section 37.19.
20. By the terms of the safe harbor provision in Section 37.19, the conflict of interest provisions do not extend to shareholders in “any publicly held corporation or other entity” that generally benefits from the lease.
21. President Trump does not fall within this safe harbor because Trump Old Post Office LLC is privately, not publicly held, and President Trump enjoys particular benefits, not general benefits, under the lease. The greater the percentage of ownership held by an individual in an entity, the more particularly the individual benefits from a lease. As the owner of a 76.725% share of Trump Old Post Office LLC, President Trump receives a more particular benefit of the lease with the GSA than does any person in the world.
22. Section 37.19. is consistent with a longstanding prohibition on contracts with federal employees that is intended to avoid conflicts of interest. Under Federal regulations: “a contracting officer shall not knowingly award a contract to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees. This policy is intended to avoid any conflict of interest that might arise between the employees' interests and their Government duties, and to avoid the appearance of favoritism or preferential treatment by the Government toward its employees.” 48 C.F.R. § 3.601.
23. 48 C.F.R. § 3.101-1 provides: “Government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships.”
24. Donald Trump became the President-elect on November 8, 2016 and took office as President on January 20, 2017.
25. Upon becoming an elected official of the Government of the United States, President Trump knowingly and intentionally violated Section 37.19 of the lease with the GSA by failing to divest all interest in Trump Old Post Office LLC and in his ownership of Trump International Hotel in Washington, D.C. prior to taking office.

26. On January 13, 2017, President Trump falsely stated in a news conference that "I have a no conflict of interest provision as President." Both President Trump, and his attorney repeatedly and falsely claimed in the news conference that the President is not subject to any laws prohibiting conflicts of interest. The President is excluded from some, but not all, laws prohibiting conflicts of interest. As is demonstrated by the provisions of the lease set forth in this complaint, and as set forth in the Presidential Compensation Clause and the Emoluments Clause, President Trump is undoubtedly subject to these and other laws prohibiting conflicts of interest.
27. In 1882, the Supreme Court of the United States held: "No man in this country is so high that he is above the law. No officer of the law may set that law at defiance with impunity. All the officers of the government, from the highest to the lowest, are creatures of the law, and are bound to obey it." *United States v. Lee*, 106 US 196, 220 (1882).
28. At the January 13, 2017 news conference, President Trump announced, through his attorney, that he did not intend to divest his business holdings. Instead, his attorney indicated that he will withdraw from the leadership and management of his businesses, but will retain his ownership interest. President Trump's interest will be protected by a trustee and by some of his children in their capacities as business managers.
29. So long as President Trump fails to fully divests his interest in the lease, in Trump Old Post Office LLC and in the Trump International Hotel in Washington, D.C., he will continued to benefit from the lease in violation of Section 37.19 and contrary to ethical standards for government contracting and integrity required by 48 C.F.R. § 3.601 and § 3.101-1.
30. So long as President Trump continues to violate Section 37.19 of the lease, he is violating the law that he is sworn to faithfully execute and he is using the office of President to benefit himself and his children who are part owners of Trump Old Post Office LLC and the Trump International Hotel. This self dealing and nepotism is nakedly corrupt. In order to preserve integrity in the administration of the GSA, the GSA must take the necessary steps to terminate the lease and halt President Trump's corrupt activities.
31. President Trump's conflict of interest amounts to a brazen violation of the lease and creates an ethical crisis in the administration and functioning of the GSA.
32. In light of President Trump's clearly expressed intention to retain ownership of his businesses and therefore violate the lease, the GSA must immediately revoke the lease, move to evict the Trump International Hotel from the Old Post Office Building, and initiate legal processes, including litigation if necessary, to obtain compensation from the Trump Organization and its associated entities for the losses suffered by the American people resulting from President Trump's violation of the lease.

COUNT 2

VIOLATION OF THE PRESIDENTIAL COMPENSATION CLAUSE

33. The allegations in the preceding paragraphs are incorporated by reference as if fully set forth.
34. The Presidential Compensation Clause establishes that the President is to receive a "Compensation" that is unalterable during the period "for which he shall have been elected;" and it prohibits him within that period from receiving "any other Emolument" from either the federal government or the states.
35. The word "emolument" is an archaic term. The word comes from the Latin word *emolumentum*, which means "profit" or "gain". The Oxford English Dictionary defines it as "profit or gain arising from station, office, or employment: reward, remuneration, salary." It also gives the older meanings of "advantage, benefit, comfort." Webster's Dictionary has defined it as "the returns arising from office or employment usually in the form of compensation or perquisites." "Perquisite" is defined in Webster's as "casual income or profits; a privilege, gain, or profit incidental to an employment in addition to regular salary or wages; a gratuity or tip; something held or claimed as an exclusive right or possession."
36. In addressing whether President Reagan could receive his pension from the state of California after becoming President consistently with the Presidential Compensation Clause in 1981, the Justice Department relied on the definitions of emoluments found in the Webster's Dictionary and the Oxford English Dictionary.
37. By continuing to benefit and profit from the GSA lease and from the use and occupation of the Old Post Office building now that he has taken office, President Trump is unavoidably receiving emoluments from the United States in violation of the Presidential Compensation Clause.
38. Before taking office, President Trump entered into the lease with the GSA where he agreed that: "No ... elected official of the Government of the United States ... shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom..."
39. As long as President Trump's companies continue to use and occupy the Old Post Office building in violation of the lease, he is taking, accepting and receiving an emolument, and obtaining a benefit from the United States, to which he has no lawful claim, in excess of the amounts permitted by the Presidential Compensation Clause.

40. As long as the GSA permits President Trump to violate the conflict of interest provision of the lease, the GSA is providing profit and gain to President Trump that arises from his office and employment in violation of the Presidential Compensation Clause. The compensation provided for the President under 3 U.S.C. § 102 does not include the privilege to ignore the conflict of interest provisions of the GSA lease.
41. Another unconstitutional emolument that necessarily arises from President Trump's lease, use and occupation of the Old Post Office Building is that Administrator of the GSA who is ultimately responsible for reviewing President Trump's compliance with the terms of the lease and enforcing the lease serves at the pleasure of the President and is appointed by the President. The inherent advantage of having a decision-maker, who depends upon the President for his or her job, is a benefit, emolument and perquisite arising from Donald Trump's occupation of the Office of the President. It is not provided for in 3 U.S.C. § 102.
42. Given its location in the heart of Washington, D.C., the clientele in the bars, restaurants, retail outlets, hotel rooms, function rooms and other facilities of the Trump International Hotel are often state and federal officials and employees working in or visiting Washington D.C.. To the extent that any payments are made on behalf of state or federal officials or employees to President Trump's companies by the governments of the United States or any State in connection with using the Trump International Hotel, these payments violate the Presidential Compensation Clause.
43. On November 14, 2016, when he was already President-Elect, President Trump's company filed an amended complaint in the Superior Court for the District of Columbia challenging the property taxes levied against it based on its possession of the Old Post Office building. The District of Columbia was created by Congress and is a part of the Government of the United States. It is dependent upon Congress and the President for the approval of its budget request. If President Trump obtains a tax abatement from the District of Columbia, he will receive an emolument from United States in addition to the compensation provided and he will also likely receive it during the term of his Presidency in violation of the Presidential Compensation Clause.
44. By leasing the Old Post Office building to President Trump when it is used by the President to obtain emoluments from the federal government and governments of the states in violation of the Constitution, the GSA provides emoluments to the President through its complicity in this arrangement. By aiding and abetting President Trump in violating the Constitution, the GSA is itself violating the Constitution.
45. The GSA cannot allow President Trump to continue leasing the Old Post Office Building without giving emoluments to the President in violation of the Presidential Compensation Clause. Unless the GSA terminates the lease, evicts the Trump International Hotel from the property of the United States, and obtains compensation for the losses to the Treasury brought about by President Trump's failure to divest, it will participate with President Trump in violating the United States Constitution, federal regulations, and the ethical standards under which the GSA is required to operate.

COUNT 3

VIOLATION OF THE EMOLUMENTS CLAUSE

46. The allegations in the preceding paragraphs are incorporated by reference as if fully set forth.
47. Again, the Emoluments Clause provides: “no Person holding any Office of Profit or Trust under [the United States], shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.”
48. By using the words, “of any kind whatever,” the founders indicated their intention that the Clause should apply broadly to anything that could be considered an emolument. For this reason, “ the Clause unquestionably reaches any situation in which a federal officeholder receives money, items of value, or services from a foreign state.” Norman Eisen, Richard Painter, Laurence Tribe, Brookings Institution, *The Emoluments Clause: its Text, Meaning, and Application to Donald J. Trump*, p. 11 (2016).
49. The founders prohibited officials of the United States government from accepting emoluments in order to protect against foreign corruption. Alexander Hamilton wrote at the time, "One of the weak sides of republics, among their numerous advantages, is that they afford too easy an inlet to foreign corruption." The Federalist No. 22.
50. Attempts by foreign governments to corrupt President Trump by staying in his hotels are real. An Asian diplomat recently told the Washington Post, “Why wouldn’t I stay at his hotel blocks from the White House, so I can tell the new president, ‘I love your new hotel!’ Isn’t it rude to come to his city and say, ‘I am staying at your competitor?’”
51. President Trump has hired a “director of diplomatic sales” in order to promote the Hotel with foreign officials and foreign governments. Through his companies that own and operate the Trump International Hotel in Washington, D.C., the President is actively promoting, soliciting and accepting emoluments from foreign states.
52. After President Trump won the election, the Kuwaiti Embassy cancelled it plans with the Four Seasons Hotel and agreed to hold its National Day celebration, on February 25, 2017, for about 600 guests at the Trump International Hotel in Washington, D.C.. By accepting compensation and other emoluments for this event from the Government of Kuwait, President Trump has violated the Emoluments Clause.
53. On January 13, 2017, President Trump’s attorney Sherri Dillon claimed: "[President Trump] is going to voluntarily donate all profits from foreign government payments made to his hotels to the United States Treasury. This way it is the American people who will profit."

54. In order to donate the payments to the Treasury, Trump will first need to accept the payments from foreign states. However, the Emoluments Clause specifically states that “no Person holding any office of profit or trust under the [United States], shall, without the Consent of Congress, accept of anyEmolument...of any kind whatever from any King, Prince or foreign State.” (emphasis added). President Trump is violating the Constitution each time he accepts an emolument from a foreign state without the consent of Congress. The President cannot correct his violations of the Constitution by donating illegal profits to the Treasury any more than a bank robber can avoid prosecution by donating stolen money to a charity.
55. By gaining profits from foreign governments that President Trump promises to “donate” to the United States Treasury, President Trump is obtaining the benefit of appearing to be a benefactor of the American people. Furthermore, emoluments are not only limited to profits, but include all “items of value” from foreign states that benefit the President. President Trump’s plan to keep revenue from foreign states violates the Emoluments Clause whether or not he donates his “profits” to the Treasury.
56. By continuing to lease the Old Post Office building to President Trump, the GSA is aiding and abetting the President in violating the Emoluments Clause.
57. Many of the same regulatory, Constitutional and ethical barriers raised by President Trump’s violations of the lease and his violations of the Presidential Compensation Clause are implicated by his violations of the Emoluments Clause.
58. Because of President Trump’s violations of the Emoluments Clause, the GSA must terminate the lease, evict the Trump International Hotel from the Old Post Office building, and take legal action to obtain compensation from the President’s companies and business enterprises for losses suffered by the people of the United States.

WHEREFORE, the complainant respectfully requests the Office of the Inspector General to fully investigate the violations alleged in this complaint and to institute and civil and criminal proceedings that are appropriate to correct these violations of the Constitution and laws of the United States.

DATED: January 19, 2017

Respectfully submitted,



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