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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 04 2013

JOHN A. CLARKE, DEPUTY CLERK
BY [Signature] Deputy
Gina Grider

AL0028

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES
14 CENTRAL DISTRICT

15 BC 499537

16 DONALD J. TRUMP,
17 Plaintiff,

18 v.

19 WILLIAM MAHER,
20 Defendant.

Case No.

PLAINTIFF DONALD J. TRUMP'S
COMPLAINT FOR:

(1) BREACH OF CONTRACT

DEMAND FOR JURY TRIAL

CIT/CASE: BC499537
LEA/DEF#:

RECEIPT #: CCHS07417021
DATE PAID: 02/04/13 02:08 PM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHARGE: \$0.00
CARD: \$0.00

02/04/13

1 Plaintiff DONALD J. TRUMP ("Mr. Trump"), an individual, hereby files this Complaint
2 for Damages against Defendant WILLIAM MAHER, A/K/A BILL MAHER ("Maher"), an
3 individual. This is an action by Mr. Trump, a highly successful businessman, investor, and
4 television personality, against Maher, a talk show host and television commentator.

5 INTRODUCTION

6 1. This action arises from Defendant Maher's refusal to honor the terms of a public
7 offer which he made to Mr. Trump. Maher offered to pay Mr. Trump \$5 million, to be donated
8 by Mr. Trump to charitable organizations of Mr. Trump's choosing, if Mr. Trump provided
9 Maher with proof of Mr. Trump's parentage. Mr. Trump accepted Maher's offer in writing, and
10 has provided the documentation demanded by Maher, but Maher has failed and refused to
11 perform his obligation to make payment in accordance with the terms of his offer. Maher's
12 refusal to make payment pursuant to the offer he made has deprived five worthy charities – a
13 Hurricane Sandy relief organization, the Police Athletic League, the American Cancer Society,
14 the March of Dimes, and the Dana-Farber Cancer Institute – of much-needed funds. Mr. Trump
15 brings this action to compel Maher to carry out his promise.

16 THE PARTIES

17 2. Mr. Trump is a citizen of New York and resides in New York City.

18 3. Mr. Trump is a prominent businessman, political commentator, popular television
19 personality, number one best-selling author, and well-known philanthropist. He has been
20 responsible for the development of myriad large-scale real estate projects around the world,
21 including the Trump World Tower, the Trump International Hotel and Tower, various residential
22 apartment towers in cities such as Chicago, Las Vegas, and New York, and numerous luxury
23 resorts and golf courses.

24 4. Plaintiff is informed and believes and based thereon alleges that Maher is a citizen
25 of California and resides in Beverly Hills, California.

26 5. Plaintiff is informed and believes and based thereon alleges that Maher is a highly-
27 compensated television personality, reputed to have a net worth in the tens of millions of dollars.

28 6. Between 1993 and 2002, Maher was the host of *Politically Incorrect with Bill*

1 *MaHer*, a political talk show. The show featured a panel of guests, including, *inter alia*, political
2 consultants, political commentators, prominent authors, United States Senators, Congressmen and
3 other public officials, and candidates for public office.

4 7. In 2003, MaHer became the host of *Real Time with Bill MaHer*, a political talk
5 show on the HBO cable network. *Real Time with Bill MaHer* has featured as guests prominent
6 journalists, United States Senators, government officials, and other figures, who engage in
7 discussion of political, social and policy issues. The show is not considered a "comedy"
8 broadcast.

9 8. MaHer has regularly appeared as a commentator in news broadcasts on networks
10 such as CNN and MSNBC.

11 JURISDICTION AND VENUE

12 9. Jurisdiction is based upon the California Constitution Article 6, Section 10.

13 10. Venue is proper in this Court pursuant to Section 395(A) of the California Code of
14 Civil Procedure because Plaintiff is informed and believes, and based thereon alleges, that the
15 Defendant resides in Los Angeles County.

16 SUBSTANTIVE ALLEGATIONS

17 **Trump offered to donate \$5 million to a number of charities as consideration for President 18 Obama to release his college transcripts**

19 11. In 2010, Mr. Trump indicated his potential interest in becoming a candidate for the
20 Presidency of the United States in the 2012 elections. A Wall Street Journal/NBC news poll
21 conducted in March 2011 found that Mr. Trump enjoyed a higher public approval rating than any
22 other potential candidate for the Republican Presidential nomination. A Newsweek poll
23 conducted in February of 2011 showed Mr. Trump would enjoy the support of 41% of voters in a
24 hypothetical race against President Obama, as against 43% support for the President.

25 12. While Mr. Trump ultimately decided not to become a Presidential candidate, he
26 continued to play a prominent role in the 2012 Presidential election, ultimately endorsing
27 Republican candidate Mitt Romney and making numerous public and media appearances in
28 support of Mr. Romney's candidacy.

1 13. On October 24, 2012, Mr. Trump released a web video that was broadcast by
2 multiple media outlets.

3 14. The video followed Mr. Trump's successful request that President Obama make
4 public his long-form birth certificate.

5 15. In the video, Mr. Trump made an offer to pay \$5 million to a charity of the
6 President's choice as consideration for the President's publication of his college and passport
7 applications and records. Mr. Trump reinforced the seriousness of his offer by listing the
8 potential recipients of the funds, including "inner city children in Chicago, AIDS research, or the
9 American Cancer Society."

10 16. Mr. Trump's goal in making the offer was to secure the release of the President's
11 college and passport records in the public interest.

12 17. Mr. Trump explained that he would transmit the \$5 million check within one hour
13 of President Obama releasing the records.

14 18. Mr. Trump's offer, which was of limited duration, terminated at 5:00 p.m. on
15 October 31, 2012. Because President Obama did not release the requested records, Mr. Trump's
16 offer expired and was not accepted.

17 19. Mr. Trump made his offer with the full intention of performing and making the
18 promised payment immediately upon acceptance of his offer by President Obama and the release
19 of the records in question.

20 20. Plaintiff is informed and believes and based thereon alleges that Mr. Trump's offer
21 was understood by the public as a genuine offer of payment.

22
23 **In response to Trump's \$5 million offer to President Obama, Maher made an offer to pay
Trump \$5 million to offer proof of his parentage**

24 21. On January 7, 2013, Maher appeared on the Tonight Show with Jay Leno. Maher
25 was asked by Mr. Leno to explain his "beef" with Mr. Trump.

26 22. In response, Maher accused Mr. Trump of having "lied" regarding a potential
27 appearance on Maher's television talk show, and falsely stated that Mr. Trump was "first of all, a
28

1 terrible racist, so I don't feel bad about anything I say about him."

2 23. Having recklessly and baselessly accused Mr. Trump of racism, Maher then
3 engaged in base insults, stating that Mr. Trump's postings on the Twitter social networking
4 service are the work of a "syphilitic monkey."

5 24. Maher then stated that "suppose that perhaps Donald Trump had been the spawn of
6 his mother having sex with an orangutan . . . I hope it's not true . . . but, *unless, he comes up with*
7 *proof, I'm willing to offer 5 million dollars to Donald Trump* . . . that he can donate to a charity
8 of his choice . . . whatever charity!" (Emphasis added.) A transcription of the relevant portion of
9 Maher's appearance on the *Tonight Show with Jay Leno* is attached as Exhibit A hereto and
10 incorporated by reference herein as though set forth in full.

11 25. Demonstrating that he understood Maher's offer to be genuine, Mr. Leno
12 responded to Maher's statement by commenting on the substantial sum at issue, stating "wow,
13 wow, 5 million dollars!"

14 26. While perhaps motivated by his evident malice towards Mr. Trump, Maher's offer,
15 much like Mr. Trump's offer to President Obama, was, and would have been understood by an
16 objective observer to be, a genuine offer to make the promised payment if Mr. Trump provided
17 proof of his birth and parentage.

18 27. The next day, on January 8, 2013, Mr. Trump's counsel wrote to Maher, formally
19 accepting Maher's offer and attaching a copy of Mr. Trump's birth certificate, demonstrating that
20 "he is the son of Fred Trump . . ." The letter demanded that the promised \$5 million be paid to
21 Mr. Trump immediately, and specified the five charities to whom Mr. Trump would distribute the
22 money: a charity assisting the Hurricane Sandy victims, the Police Athletic League, the American
23 Cancer Society, the March of Dimes, and the Dana-Farber Cancer Institute. A copy of the
24 January 8, 2013 letter from Mr. Trump's counsel to Maher (the "Acceptance Letter") is attached
25 as Exhibit B hereto and incorporated by reference herein as though set forth in full.

26 28. A contract was formed between Maher and Mr. Trump as of the moment the
27 Acceptance Letter was sent. Mr. Trump accepted Maher's offer in writing, the offer had not
28 previously been revoked, and Mr. Trump fully performed his contractual obligations pursuant to

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1 the terms of Maher's offer.

2 29. Maher provided no response to the Acceptance Letter. Consequently, on
3 January 16, 2013, Mr. Trump's counsel wrote again to Maher, noting that Mr. Trump had
4 accepted Maher's offer, that Mr. Trump had performed his contractual obligations, and that
5 Maher had not honored his contractual obligation to make payment. The letter demanded
6 payment of \$5 million within five business days, and stated that Mr. Trump would provide
7 appropriate wire transfer details in the event that Maher wished to make payment by wire
8 transfer. A copy of the January 16, 2013 letter from Mr. Trump's counsel to Maher (the
9 "Demand Letter") is attached as Exhibit C hereto and incorporated by reference herein as though
10 set forth in full.

11 30. Maher has not responded to the Acceptance Letter or to the Demand Letter, and
12 has never denied the legitimacy of his offer, but has made no payments pursuant to his contract
13 with Mr. Trump. It should be noted that Maher did not mention this very public event on his next
14 live episode of *Real Time with Bill Maher*, which aired on January 18, 2013.

15 31. As a consequence of Maher's disregard of his obligations, Mr. Trump has been
16 injured by not receiving payment of the promised sum. In addition, the five worthy charities
17 identified by Mr. Trump have been deprived of millions of dollars in donations, which they have
18 not been able to utilize for the benefit of their constituents.

19 **CAUSE OF ACTION**

20 **FOR BREACH OF CONTRACT AGAINST MAHER**

21 32. Plaintiff repeats and re-alleges each of the allegations of paragraphs 1 through 31
22 above, as though fully set forth herein.

23 33. Maher's January 7, 2013 offer was a valid offer to enter into a contract, to be
24 accepted either in writing or by performance, pursuant to which Maher was obligated to pay Mr.
25 Trump \$5 million upon proof of Mr. Trump's parentage.

26 34. On January 8, 2013, both by communicating his written acceptance and by fully
27 performing his contractual obligations to Maher, Mr. Trump accepted Maher's offer, which
28 remained outstanding and had not been revoked as of that time.

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1 35. A valid contract exists between Maher and Mr. Trump, pursuant to which Maher is
2 obligated to pay Mr. Trump \$5 million, Mr. Trump having provided the proof of his parentage
3 contemplated by his contract with Maher.

4 36. Following written demand, Maher has failed to make any payment pursuant to his
5 contract with Mr. Trump.

6 37. Maher's failure to make payment constitutes a breach of contract.

7 38. Mr. Trump is therefore entitled to damages for breach of contract in the full
8 amount of the \$5 million contemplated by the terms of the contract.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, the Plaintiff prays for judgment as follows:

- 12 A. An award of \$5 million in compensatory damages;
13 B. An award of prejudgment interest, costs and attorneys' fees; and
14 C. An award of such other and further relief as may be appropriate.

15
16 **JURY DEMAND**

17 D. Plaintiff hereby demands a trial by jury on all matters so triable.
18
19
20

21 Dated: February 4, 2013

COOLEY LLP

22
23 By Scott S. Balber /w/ permission
24 Scott S. Balber (*pro hac vice* application
25 forthcoming)

26 Attorneys for PLAINTIFF
27 DONALD J. TRUMP
28

02/04/2013

TRANSCRIPT OF JAY LENO 1/7/13 INTERVIEW WITH BILL MAHER

BM: It doesn't and it's not supposed to. And that's not how government works.

JL: Now what's going on with you and Trump? You and Trump have some kind of beef going.

BM: Oh.

JL: What happened? It seems like you two should be good friends. I can't imagine...what happened?

BM: Why should WE be good friends?

JL: I'm just teasing. Have you had him, you ever had him on your show?

BM: Of course not!

JL: No.

BM: I mean, I asked for years. And, they always lied and said: "Oh, I'll be there." And, he never showed up. I'm glad he didn't because, you know, he turned out to be such a, first of all, a terrible racist. So don't feel bad about anything I say about him. He's the one who's been tweeting mean things about me! And, you know, look, I'm not looking for a feud with Donald Trump; and I certainly only wish the best for the syphilitic monkey who does his twitter feed. But...

JL: A syphilitic monkey! Which is even worse!

BM: Well, the monkey thing, that see, I think that's what got him so mad is that we did a new rule one week that...supposed that perhaps Donald Trump had been the spawn of his mother having sex with an orangutan, because, well - I didn't just make this up - the color of his hair...and the color of an orange orangutan is the only two things in nature of the same color. So...

JL: Is that what this picture is for?

BM: Oh, there you go! I mean... Jay...

JL: I wondered what that was for today!

BM: I'm not saying it's true...

JL: Right.

BM: I hope it's not true.

JL: Right.

BM: But, unless he comes up with proof, I'm willing to...I'm willing to offer 5 million dollars to Donald Trump...

JL: Wow, wow, 5 million dollars!...

BM: If he will come...that he can donate to a charity of his choice.

JL: Charity of his choice.

BM: Hair Club for Men; The Institute for Incurable Douche-bag-ery. Whatever charity!

JL: We'll take a break. More with Bill right after this when we come back..

Cooley
LLP

Scott S. Balber
[REDACTED]

HAND DELIVERY

January 8, 2013

Mr. Bill Maher
Real Time with Bill Maher
CBS Studios
7800 Beverly Boulevard
Los Angeles, CA 90036

RE: Mr. Donald J. Trump

Dear Mr. Maher:

I represent Mr. Donald J. Trump. I write on his behalf to accept your offer (made during the Jay Leno Show on January 7, 2013) that Mr. Trump prove he is not the "spawn of his mother having sex with an orangutan."

Attached hereto is a copy of Mr. Trump's birth certificate, demonstrating that he is the son of Fred Trump, not an orangutan. Please remit the \$5 million to Mr. Trump immediately and he will ensure that the money be donated to the following five charities in equal amounts: Hurricane Sandy Victims, The Police Athletic League, The American Cancer Society, The March of Dimes, and The Dana-Farber Cancer Institute.

Regards,



Scott S. Balber

Enclosure

02/04/2013

THE CITY OF NEW YORK
VITAL RECORDS CERTIFICATE

CERTIFICATION OF BIRTH

This is a certification of name and birth facts on file in the Office of Vital Records, Department of Health and Mental Hygiene, City of New York.

DATE OF BIRTH: JUNE 14, 1946
CERTIFICATE No. 07624
BOROUGH: QUEENS
DATE FILED: 06-17-46
DATE ISSUED: 05-22-12

NAME: DONALD JOHN TRUMP ***

SEX: MALE

MOTHER/PARENT'S NAME: MARY MAC LEOD

FATHER/PARENT'S NAME: FRED C. TRUMP

Steven P. Schwartz
Steven P. Schwartz, P.H.D.
City Registrar



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ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

02/04/2013



Scott S. Balber
[REDACTED]

HAND DELIVERY

January 16, 2013

Mr. Bill Maher
Real Time with Bill Maher
CBS Studios
7800 Beverly Boulevard
Los Angeles, CA 90036

RE: Mr. Donald J. Trump

Dear Mr. Maher:

I write to follow up on my letter to you dated January 8, 2013 sent on behalf of Mr. Donald Trump, to which you have not responded.

As you know, on January 7, 2013, you made Mr. Trump a \$5 million offer during an appearance on the Jay Leno Show. Mr. Trump accepted your offer, provided the necessary documentation and demanded payment. You have not honored your obligation.

Please ensure that payment is made within 5 business days. In the event that you wish to make payment by wire transfer, please contact me and we will provide appropriate wire transfer details.

Regards,

Scott S. Balber

02/04/2013