These comments are from Ross Guberman. The president of Legal Writing Pro, Ross is the author of *Point Made: How to Write Like the Nation’s Top Advocates*, *Point Taken: How to Write Like the World’s Best Judges*, and *Deal Struck: The World’s Best Drafting Tips*.

You can access the original letter here: https://assets.documentcloud.org/documents/2428982/trump-letter.pdf

**CEASE & DESIST DEMAND**

September 21, 2015

By Federal Express

David McIntosh
The Club for Growth
2001 L Street, NW, Suite 600
Washington, D.C.  20036

Re:  *Your Defamatory Attack Ad*

Dear Mr. McIntosh:

I am General Counsel to Donald J. Trump. We recently had the opportunity to view your television commercial entitled "Politician" together with your accompanying

Comment [Ross1]: Either quotation marks or italics, but not both.
statements in the media concerning my client’s views (collectively, your “Attack Ad”) and, quite frankly, are dismayed by the depths special interest groups like yours will go to in an attempt to materially mislead the public for the personal benefit of you and your financial backers.

Simply stated, your Attack Ad is not only completely disingenuous, but replete with outright lies, false, defamatory and destructive statements and downright fabrications which you fully know to be untrue, thereby exposing you and your so-called “club” to liability for damages and other tortious harm. For example, while your Attack Ad blatantly misrepresents to the public that Mr. Trump “supports higher taxes”, nothing could be further from the truth. To be clear, Mr. Trump’s tax plan, which is scheduled to be released later this week, supports a lowering of taxes.

Not surprisingly, a closer look at your Attack Ad reveals that your supposed “source” for this statement is
-- according to the small print on your website -- nothing more than a single article published in the Advocate on February 15, 2000 which quoted Mr. Trump as supposedly saying he would “impose a one-time net worth tax of 14.25% on the superwealthy ... to pay off the national debt.” That’s it. While a reputable organization would have at least had the decency to disclose its source — and the fact that the source article is more than 15 years old — your pitiful little group conveniently chose to leave that information out in a deliberate attempt to mislead the public into believing that it is reflective of Mr. Trump’s current position — when unquestionably, it is not. Making matters worse, you then chose to appear on several talk shows, including, MSNBC’s Morning Joe, in which you furthered the erroneous notion that Mr. Trump “supports higher taxes” even though you have absolutely no factual support for that statement. In other words, you lied. Mr. Trump does not support higher taxes. This is the very definition of libel.
Sadly, the deplorable actions of your organization are not the least bit surprising. As I am sure you recall, it was only a few short months ago that you very openly and shamelessly attempted to **extort** Mr. Trump to the tune of $1 million in exchange for your political support. Indeed, you were not even the least bit discreet about your motives after meeting with Mr. Trump, you immediately followed up with a June 2, 2015 letter requesting a “contribution of $1 million” in exchange for an endorsement by your organization’s political action committee. **“This contribution,”** you proclaimed, **“would have a dramatically positive impact on the Club’s ability to identify future free-enterprise champions.”** When Mr. Trump, however, presumably unlike many of the other candidates, refused to succumb to your extortionist demands, your only response was to oppose his inclusion in the August 6, 2015 Fox News Republican Presidential Debate, launch a series of misleading Attack Ads targeting Mr. Trump and, ultimately, endorse certain

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**Comment [Ross20]:** I'm not sure that "extort" is apt here. It seems closer to a classic quid pro quo. Strong language like "extort" can work, but only if you can back it up. The suggestion of a federal crime is particularly risky in a letter accusing the recipient of defamation.

**Comment [Ross21]:** A colon might have been a nice replacement for "in that."

**Comment [Ross22]:** This language is a good example of how a skilled advocate can use a quotation as a weapon. At face value, the quotation could simply suggest that the Club for Growth uses donations to support like-minded candidates, but in context, the language now suggests some sort of nefarious quid pro quo. Although the recipient will likely argue that the quotation has been taken out of context, it does help bolster Trump’s case.

**Comment [Ross23]:** The “however, presumably” is a bit heavy and confusing, especially because it splits the "unlike many of the other candidates" from Trump himself. Perhaps "But when Trump, presumably unlike many . . . ."
other candidates. Though your website states that donations to “Club for Growth [..., are NOT publicly disclosed”, one can only assume that the candidates you are endorsing paid handsomely for your support. American politics at its worst. If that is not a ‘shake-down’, I do not know what is.

Rest assured, however, we will not sit idly by and allow special interest groups and political action committees like yours to defame Mr. Trump and cause damage to his reputation and business interests by intentionally disseminating libelous statements you fully know to be untrue and, even worse, continue to purposely mislead the American people for your own financial gain. Toward that end, Mr. Trump has authorized our legal team to take all necessary and appropriate actions to bring an immediate halt to your defamatory Attack Ads. In the interest of avoiding what will certainly be a costly litigation process, we are prepared to offer you the one-time opportunity to rectify this matter by providing us with
your prompt written assurances that (i) you have stopped running the Attack Ads; and (ii) you will not generate or disseminate any misleading or inaccurate information or make any factually baseless accusations you know to be untrue with respect to my client at any point in the future. In the event, however, we do not promptly receive these assurances, please be advised that we will commence a multi-million dollar lawsuit against you personally and your organization for your false and defamatory statements and the damage you have intentionally caused to my client’s interests as well as pursue all other remedies available to us at law or in equity.

Please be guided accordingly.

Very truly yours,

Alan Garten

cc: Donald Trump
Mark E. Kasowicz, Esq.

Comment [Ross31]: One problem with including related statements in the defined term "Attack Ads" is that both of the demands appear to merge here.

Comment [Ross32]: "Factually" is inherent in "baseless accusations," and "in the future" is inherent in "at any point."

Comment [Ross33]: Untrue "with respect to my client" or accusation "with respect to my client"? This is one of many reasons I’m not a fan of "with respect to." How about "... accusations about my client that you know to be untrue"? And perhaps cut "at any point in the future" and just add "more" before "misleading" and "factually." One final point: Is the "misleading information" really distinct from the "factually baseless accusations"?

Comment [Ross34]: The choices are "in the event that" (wordy), "if," or, before a noun like "termination," "in the event of." So you would need to add a "that" somewhere if you really want "in the event" and not just "if."

Comment [Ross35]: Did the lawyer made a conscious decision to avoid giving a deadline?

Comment [Ross36]: Need to hyphenate "dollar" as well to complete this compound modifier: "multi-million-dollar lawsuit."

Comment [Ross37]: "As well as" appears to attach itself to "the damage." It’s probably better to repeat the real subject, as in "client’s interests, and we will pursue . . . ."

Comment [Ross38]: Some online commentators have mocked this final sentence, but such sentences ("Govern yourself accordingly" is another) are common, even customary, in demand letters.