

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Michael J. Avenatti, Bar No. 206929
AVENATTI & ASSOCIATES, APC
mavenatti@eoalaw.com
520 Newport Center Drive, Suite 1400
Newport Beach, CA 92660
Tel: (949) 706-7000
Fax: (949) 706-7050

Attorneys for Plaintiff Stephanie Clifford
a.k.a. Stormy Daniels a.k.a. Peggy Peterson

FILED
Superior Court of California
County of Los Angeles

MAR 06 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By Glortetta Robinson, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BC 6 9 6 5 6 8

STEPHANIE CLIFFORD a.k.a. STORMY
DANIELS a.k.a. PEGGY PETERSON, an
individual,

Plaintiff,

vs.

DONALD J. TRUMP a.k.a. DAVID DENNISON,
an individual, ESSENTIAL CONSULTANTS,
LLC, a Delaware Limited Liability Company, and
DOES 1 through 10, inclusive

Defendants.

Case No.

**COMPLAINT FOR DECLARATORY
RELIEF**

COMPLAINT

000000000000

CIT/CASE: BC696568
LEA/DEF#:

RECEIPT #: CCH505376134
DATE PAID: 03/06/18 03:46 PM
PAYMENT: \$435.00 310

RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

~~Deadline~~

100

1 Plaintiff Stephanie Clifford a.k.a. Stormy Daniels a.k.a. Peggy Peterson (“Ms. Clifford” or
2 “Plaintiff”) hereby alleges the following:
3

4 **THE PARTIES**

- 5 1. Plaintiff Ms. Clifford, an individual, is a resident of the State of Texas.
- 6 2. Defendant Donald J. Trump a.k.a. David Dennison (“Mr. Trump”), an individual, is a
7 resident of the District of Columbia (among other places).

8 3. Defendant Essential Consultants, LLC (“EC”) is a Delaware limited liability company
9 formed on October 17, 2016.

10 4. Mr. Trump and EC together shall be referred to hereafter as “Defendants.”

11 5. The true names and capacities of the defendants DOES 1 through 10, inclusive,
12 whether individual, plural, corporate, partnership, associate or otherwise, are not known to Plaintiff,
13 who therefore sues said defendants by such fictitious names. Plaintiff will seek leave of court to
14 amend this Complaint to show the true names and capacities of defendants DOES 1 through 10,
15 inclusive, when the same have been ascertained.

16 6. Plaintiff is also informed and believe and thereon alleges that DOES 1 to 10 were the
17 agents, principals, and/or alter egos of Defendants, at all times herein relevant, and that they are
18 therefore liable for the acts and omissions of Defendants.
19

20 **JURISDICTION AND VENUE**

21 7. Jurisdiction for this matter properly lies with this Court because Plaintiff seeks
22 declaratory relief.

23 8. Venue is appropriate in the County of Los Angeles, and this Court has personal
24 jurisdiction over Defendants and each of them, by reason of the fact that, among other things, (a) the
25 alleged agreement that is at issue in this Complaint was purportedly made and negotiated, at least in
26 substantial part, in the County of Los Angeles, and (b) many of the events giving rise to this action
27 arose in California, including within the County of Los Angeles.
28

FACTUAL BACKGROUND

1
2 9. Ms. Clifford began an intimate relationship with Mr. Trump in the Summer of 2006 in
3 Lake Tahoe and continued her relationship with Mr. Trump well into the year 2007. This relationship
4 included, among other things, at least one "meeting" with Mr. Trump in a bungalow at the Beverly
5 Hills Hotel located within Los Angeles County.

6 10. In 2015, Mr. Trump announced his candidacy for President of the United States.

7 11. On July 19, 2016, Mr. Trump secured the Republican Party nomination for President.

8 12. On October 7, 2016, the Washington Post published a video, now infamously known as
9 the *Access Hollywood Tape*, depicting Mr. Trump making lewd remarks about women. In it, Mr.
10 Trump described his attempt to seduce a married woman and how he may start kissing a woman that
11 he and his companion were about to meet. He then added: "I don't even wait. And when you're a
12 star, they let you do it, you can do anything . . ."

13 13. Within days of the publication of the *Access Hollywood Tape*, several women came
14 forward publicly to tell their personal stories about their sexual encounters with Mr. Trump.

15 14. Around this time, Ms. Clifford likewise sought to share details concerning her
16 relationship and encounters with Mr. Trump with various media outlets.

17 15. As a result of Ms. Clifford's efforts aimed at publicly disclosing her story and her
18 communications with various media outlets, Ms. Clifford's plans came to the attention of Mr. Trump
19 and his campaign, including Mr. Michael Cohen, an attorney licensed in the State of New York. Mr.
20 Cohen worked as the "top attorney" at the Trump Organization from 2007 until after the election and
21 presently serves as Mr. Trump's personal attorney. He is also generally referred to as Mr. Trump's
22 "fixer."

23 16. After discovering Ms. Clifford's plans, Mr. Trump, with the assistance of his attorney
24 Mr. Cohen, aggressively sought to silence Ms. Clifford as part of an effort to avoid her telling the
25 truth, thus helping to ensure he won the Presidential Election. Mr. Cohen subsequently prepared a
26 draft non-disclosure agreement and presented it to Ms. Clifford and her attorney (the "Hush
27 Agreement"). Ms. Clifford at the time was represented by counsel in California whose office is
28 located in Beverly Hills, California within the County of Los Angeles.

1 17. The parties named in the Hush Agreement were Ms. Clifford, Mr. Trump, and Essential
 2 Consultants LLC. As noted above, Essential Consultants LLC ("EC") was formed on October 17,
 3 2016, just weeks before the 2016 presidential election. On information and belief, EC was created by
 4 Mr. Cohen with Mr. Trump's knowledge for one purpose – to hide the true source of funds to be used
 5 to pay Ms. Clifford, thus further insulating Mr. Trump from later discovery and scrutiny.

6 18. By design of Mr. Cohen, the Hush Agreement used aliases to refer to Ms. Clifford and
 7 Mr. Trump. Specifically, Ms. Clifford was referred to by the alias "Peggy Peterson" or "PP." Mr.
 8 Trump, on the other hand, was referred to by the alias "David Dennison" or "DD."

9 19. Attached hereto as Exhibit 1 is a true and correct copy of the Hush Agreement, titled
 10 Confidential Settlement Agreement and Mutual Release; Assignment of Copyright and Non-
 11 Disparagement [sic] Agreement. Exhibit 1 is incorporated herein by this reference and made a part of
 12 this Complaint as if fully set forth herein.

13 20. Attached hereto as Exhibit 2 is a true and correct copy of the draft Side Letter
 14 Agreement, which was Exhibit A to the Hush Agreement. Exhibit 2 is incorporated herein by this
 15 reference and made a part of this Complaint as if fully set forth herein.

16 21. Importantly, the Hush Agreement imposed various conditions and obligations not only
 17 on Ms. Clifford, but also on Mr. Trump. The agreement also required the signature of all parties to the
 18 agreement, including that of Mr. Trump. Moreover, as is customary, it was widely understood at all
 19 times that unless all of the parties signed the documents as required, the Hush Agreement, together
 20 with all of its terms and conditions, was null and void.

21 22. On or about October 28, 2016, only days before the election, two of the parties signed
 22 the Hush Agreement - Ms. Clifford and Mr. Cohen (on behalf of EC). Mr. Trump, however, did not
 23 sign the agreement, thus rendering it legally null and void and of no consequence. On information and
 24 belief, despite having detailed knowledge of the Hush Agreement and its terms, including the
 25 proposed payment of monies to Ms. Clifford and the routing of those monies through EC, Mr. Trump
 26 purposely did not sign the agreement so he could later, if need be, publicly disavow any knowledge of
 27 the Hush Agreement and Ms. Clifford.
 28

2025年10月28日

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

23. Despite Mr. Trump's failure to sign the Hush Agreement, Mr. Cohen proceeded to cause \$130,000.00 to be wired to the trust account of Ms. Clifford's attorney. He did so even though there was no legal agreement and thus no written nondisclosure agreement whereby Ms. Clifford was restricted from disclosing the truth about Mr. Trump.

24. Mr. Trump was elected President of the United States on November 8, 2016.

25. In January 2018, certain details of the draft Hush Agreement emerged in the news media, including, among other things, the existence of the draft agreement, the parties to the draft agreement, and the \$130,000.00 payment provided for under the draft agreement. Also in January 2018, and concerned the truth would be disclosed, Mr. Cohen, through intimidation and coercive tactics, forced Ms. Clifford into signing a false statement wherein she stated that reports of her relationship with Mr. Trump were false.

26. On or about February 13, 2018, Mr. Cohen issued a public statement regarding Ms. Clifford, the existence of the Hush Agreement, and details concerning the Hush Agreement. He did so without any consent by Ms. Clifford, thus evidencing Mr. Cohen's apparent position (at least in that context) that no binding agreement was in place. Among other things, Mr. Cohen stated: "In a private transaction in 2016, I used my own personal funds to facilitate a payment of \$130,000 to Ms. Stephanie Clifford. Neither the Trump Organization nor the Trump campaign was a party to the transaction with Ms. Clifford, and neither reimbursed me for the payment, either directly or indirectly." Mr. Cohen concluded his statement with lawyer speak: "Just because something isn't true doesn't mean that it can't cause you harm or damage. *I will always protect Mr. Trump.*" (emphasis added).

27. Importantly, at no time did Mr. Cohen claim Ms. Clifford did not have an intimate relationship with Mr. Trump. Indeed, were he to make such a statement, it would be patently false.

28. Because the agreement was never formed and/or is null and void, no contractual obligations were imposed on any of the parties to the agreement, including any obligations to keep information confidential. Moreover, to the extent any such obligations did exist, they were breached and/or excused by Mr. Cohen and his public statements to the media.

1 29. To be clear, the attempts to intimidate Ms. Clifford into silence and “shut her up” in
 2 order to “protect Mr. Trump” continue unabated. For example, only days ago on or about February
 3 27, 2018, Mr. Trump’s attorney Mr. Cohen surreptitiously initiated a bogus arbitration proceeding
 4 against Ms. Clifford in Los Angeles. Remarkably, he did so without even providing Ms. Clifford with
 5 notice of the proceeding and basic due process.

6 30. Put simply, considerable steps have been taken by Mr. Cohen in the last week to
 7 silence Ms. Clifford through the use of an improper and procedurally defective arbitration proceeding
 8 hidden from public view. The extent of Mr. Trump’s involvement in these efforts is presently
 9 unknown, but it strains credibility to conclude that Mr. Cohen is acting on his own accord without the
 10 express approval and knowledge of his client Mr. Trump.

11 31. Indeed, Rule 1.4 of New York Rules of Professional Conduct governing attorneys has
 12 required Mr. Cohen *at all times* to promptly communicate all material information relating to the
 13 matter to Mr. Trump, including but not limited to “any decision or circumstance with respect to which
 14 [Mr. Trump’s] informed consent [was] required” and “material developments in the matter including
 15 settlement or plea offers.” Moreover, this same Rule required Mr. Cohen *at all times* to “reasonably
 16 consult with [Mr. Trump] about the means by which [his] objectives are to be accomplished” and to
 17 “keep [Mr. Trump] reasonably informed about the status of the matter.”

18 32. Accordingly, unless Mr. Cohen flagrantly violated his ethical obligations and the most
 19 basic rules governing his license to practice law (which is highly unlikely), there can be no doubt that
 20 Mr. Trump *at all times* has been fully aware of the negotiations with Ms. Clifford, the existence and
 21 terms of the Hush Agreement, the payment of the \$130,000.00, the use of EC as a conduit, and the
 22 recent attempts to intimidate and silence Ms. Clifford by way of the bogus arbitration proceeding.

23 33. Because there was never a valid agreement and thus, no agreement to arbitrate, any
 24 subsequent order obtained by Mr. Cohen and/or Mr. Trump in arbitration is of no consequence or
 25 effect.

愛國者不愛和平

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION

Declaratory Relief

(Against all Defendants)

34. Plaintiff restates and re-alleges each and every allegation in Paragraphs 1 through 33 above as if fully set forth herein.

35. This action concerns the legal significance, if any, of the documents attached hereto as Exhibit 1, entitled Confidential Settlement Agreement and Mutual Release; Assignment of Copyright and Non-Disparagment [sic] Agreement, and Exhibit 2, entitled Side Letter Agreement.

36. California Code of Civil Procedure section 1060 authorizes declaratory relief for any person who desires a declaration of rights or duties with respect to one another. In cases of actual controversy relating to the legal rights and duties of the respective parties, such a person may seek a judicial declaration of his or her rights and duties relative to an instrument or contract, or alleged contract, including a determination of any question of construction or validity arising under the instrument or contract, or alleged contract. This includes a determination of whether a contract was ever formed.

37. An actual controversy exists between Plaintiff and Defendants as to their rights and duties to each other. Accordingly, a declaration is necessary and proper at this time.

38. Specifically, Plaintiff seeks an order of this Court declaring that the agreements in the forms set out in Exhibits 1 and 2 between Plaintiff and Defendants were never formed, and therefore do not exist, because, among other things, Mr. Trump never signed the agreements. Nor did Mr. Trump provide any other valid consideration. He thus never assented to the duties, obligations, and conditions the agreements purportedly imposed upon him. Plaintiff contends that, as a result, she is not bound by any of the duties, obligations, or conditions set forth in Exhibits 1 and 2. Moreover, as a further result, there is no agreement to arbitrate between the parties.

39. In the alternative, Plaintiff seeks an order of this Court declaring that the agreements in the forms set out in Exhibits 1 and 2 are invalid, unenforceable, and/or void under the doctrine of unconscionability. Plaintiff contends that, as a result, she is not bound by any of the duties,

1 obligations, or conditions set forth in Exhibits 1 and 2. Moreover, as a further result, there is no
2 agreement to arbitrate between the parties.

3 40. In the further alternative, Plaintiff seeks an order of this Court declaring that the
4 agreements in the forms set out in Exhibits 1 and 2 are invalid, unenforceable, and/or void because
5 they are illegal and/or violate public policy. Plaintiff contends that, as a result, she is not bound by
6 any of the duties, obligations, or conditions set forth in Exhibits 1 and 2. Moreover, as a further result,
7 there is no agreement to arbitrate between the parties.

8 41. Defendants dispute these contentions.

9 42. Accordingly, Ms. Clifford desires a judicial determination of her rights and duties with
10 respect to the alleged agreements in the forms set out in Exhibits 1 and 2.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, declaring
14 that no agreement was formed between the parties, or in the alternative, to the extent an agreement
15 was formed, it is void, invalid, or otherwise unenforceable.

16
17 **ON THE FIRST CAUSE OF ACTION**

18 1. For a judgment declaring that no agreement was formed between the parties, or in the
19 alternative, to the extent an agreement was formed, it is void, invalid, or otherwise unenforceable.

20 2. For costs of suit; and

21 3. For such other and further relief as the Court may deem just and proper.
22

23 DATED: March 6, 2018

AVENATTI & ASSOCIATES, APC

24
25 
26 _____
MICHAEL J. AVENATTI
27 Attorneys for Plaintiff
28