

HOUSE OF REPRESENTATIVES

119<sup>TH</sup> CONGRESS

1st SESSION

COMMITTEE ON ETHICS

INVESTIGATIVE SUBCOMMITTEE

IN THE MATTER OF REPRESENTATIVE SHEILA CHERFILUS-MCCORMICK

STATEMENT OF ALLEGED VIOLATIONS

Adopted December 16, 2025

## STATEMENT OF ALLEGED VIOLATIONS

For each of the following alleged violations, the Investigative Subcommittee (ISC) has determined there is “substantial reason to believe that a violation of the Code of Official Conduct, or of a law, rule, regulation, or other standard of conduct applicable to the performance of the official duties or the discharge of official responsibilities by a Member, officer, or employee of the House of Representatives has occurred.” See Rule 19(f), Rules of the Committee on Ethics. The ISC has been duly authorized by the U.S. House of Representatives (House) Committee on Ethics (Committee) to investigate allegations involving Representative Sheila Cherfilus-McCormick (Respondent).

### OVERVIEW

- The ISC met 12 times over the 118th and 119th Congresses to conduct its investigation into allegations involving Respondent. It sent 30 requests for information and issued 59 subpoenas. The ISC reviewed over 33,000 documents totaling hundreds of thousands of pages of materials and conducted 28 witness interviews.
- Respondent initially produced some documents to the ISC. Respondent then invoked her Fifth Amendment right against self-incrimination following receipt of a subpoena *duces tecum* to obtain documents Respondent had not provided to the ISC and a subpoena *ad testificandum* to obtain her testimony.
- Respondent and several alleged co-conspirators were indicted on November 19, 2025, on charges including “stealing federal disaster funds, laundering the proceeds, and using the money to support her 2021 congressional campaign.”
- The ISC’s investigation has revealed substantial evidence of conduct consistent with the allegations in the indictment, as well as more extensive misconduct as laid out in the following Statement of Facts in Support of Alleged Violations related to violations of federal laws and regulations, as well as ethical standards. Therefore, the ISC is bringing the charges described herein against Respondent, including those related to:
  - Campaign Finance Laws and Regulations: excessive contributions from multiple individuals and entities, corporate contributions, illegal conduit contributions, and systemic reporting violations.
  - Criminal Laws Implicated by Campaign Finance Misconduct: money laundering of government funds improperly retained by Trinity Health Care Services, LLC, and of illegal campaign contributions originating from Petrogaz-Haiti S.A., LLC, and false statements on reports filed with the Federal Election Commission.
  - Ethics in Government Act: failure to file, and knowing and willful filing of inaccurate information on, required Financial Disclosure Statements.

- Code of Ethics for Government Service: provision of special favors in connection with government appropriations for community project funding requests, and failure to uphold the laws and regulations of the United States.
- House Rule XXIV: defraying official costs relating to communications expenses and services, and for franked communications, through the use of impermissible voluntary services.
- House Rule XXIII: commingling personal and campaign funds, conduct that does not reflect creditably upon the House, and conduct that does not adhere to the spirit and/or letter of the Rules of the House and federal laws.

## **STATEMENT OF FACTS IN SUPPORT OF ALLEGED VIOLATIONS**

### **I. UNSUCCESSFUL CONGRESSIONAL CAMPAIGNS**

1. Prior to her election to Congress, Respondent unsuccessfully campaigned to serve as the United States House Representative for Florida's 20th congressional district (FL-20) in 2018 and 2020. During those campaign cycles, she struggled to raise enough funds to be competitive, failed to file required reports with the Federal Election Commission (FEC), and the reports she did file contain numerous inaccuracies. Respondent's compliance failures during those cycles were the subject of routine inquiries from the FEC but generally drew little public attention.

#### **A. 2018 Election**

2. Respondent filed a Statement of Candidacy for the 2018 election for FL-20 on May 23, 2018.
3. Respondent's campaign committee, Sheila Cherfilus-McCormick for Congress, Inc., reported to the FEC that during the 2017-2018 election cycle, the campaign committee received \$39,740.27 in total receipts, including \$7,450.00 in loans from Respondent between July and August 2018. Respondent's campaign committee also reported that she did not receive any loan repayments from the campaign.
4. On its Statement of Organization filed with the FEC, Respondent's campaign reported having an account at Financial Institution 5. Respondent did not produce records corresponding to a campaign account from Financial Institution 5. Financial Institution 5 confirmed that Respondent did not have a campaign account with Financial Institution 5, she only had a personal account that was closed in 2020.
5. Respondent's campaign did have an account at Financial Institution 1 during this period, and some of the reported receipts and disbursements correspond to activity in that account. There are, however, numerous discrepancies between the campaign's bank account at Financial Institution 1 and FEC reports for the cycle, and the campaign failed to file reports at all for

several reporting periods. The FEC sent multiple Requests for Additional Information to the campaign, but the campaign did not file any responses.

6. The ISC was unable to confirm the source of many of the campaign's reported receipts during this period. Bank records suggest that the reported loans from Respondent may have come from cash deposits.
7. Respondent lost the 2018 FL-20 Democratic primary to the incumbent, Representative Alcee Hastings, on August 28, 2018, by more than 47 percent of the vote.

## **B. 2020 Election**

8. On October 10, 2019, Respondent filed a Statement of Candidacy to run in the 2020 general election.
9. Respondent's campaign committee reported to the FEC that during the 2019-2020 election cycle, the campaign committee received \$69,835.47 in total receipts, including a \$50,000.00 loan from Respondent on March 15, 2020. Respondent's campaign committee also reported she did not receive any loan repayments from the campaign.
10. Respondent's campaign committee continued to report having an account at Financial Institution 5 to the FEC but had in fact opened a new account at Financial Institution 1 for the 2020 election; some of the reported receipts and disbursements correspond to activity in that account. There are, however, numerous discrepancies between the campaign's bank account at Financial Institution 1 and FEC reports for the cycle, and the campaign failed to file reports at all for several reporting periods. The FEC sent multiple Requests for Additional Information to the campaign, but the campaign did not file any responses.
11. Bank records do not show a \$50,000.00 transfer from Respondent's personal funds on March 15, 2020, as was reported in the campaign's FEC filings. Instead, bank records indicate that Respondent received \$50,000.00 from a bank account in the name of her husband's law firm at Financial Institution 8 on March 31, 2020 (the last day of the quarterly reporting period), then transferred those funds to the campaign committee on the same date. On April 6, 2020, a \$50,000.00 cashier's check from the campaign committee was deposited into Respondent's personal bank account at Financial Institution 2. On April 9, 2020, Respondent wrote a \$50,000.00 check to her husband from her personal bank account at Financial Institution 2, which was deposited into a separate account for his law firm at Financial Institution 1. The \$50,000.00 contribution and repayment were not reported to the FEC.
12. Bank records indicate that Respondent received another \$50,000.00 to her personal bank account at Financial Institution 2 from her husband's law firm's account at Financial Institution 1 on June 30, 2020. The same day, Respondent took out a \$50,000.00 cashier's check from her account, which was then cashed by the campaign committee on July 1, 2020. The \$50,000.00 contribution was not reported to the FEC.
13. There is no limit on how much money a candidate can donate or loan to their own campaign,

but those funds must be “personal funds” of the candidate. Personal funds are defined under the Federal Election Campaign Act (FECA) as the candidate’s income and assets to which the candidate “had legal right of access to or control over” and “legal and rightful title or an equitable interest.” Respondent is not a partner in her husband’s law firm and is not an authorized user of the firm’s bank accounts. Respondent did not provide the ISC with any information demonstrating her legal title to or interest in the funds held in the law firm’s accounts.

14. Respondent’s husband testified that he was not aware of any limits on how much money he could contribute to Respondent’s campaign and was not sure if he made any contributions during the 2020 election.
15. Respondent again lost the 2020 FL-20 Democratic primary to the incumbent, Representative Hastings, on August 18, 2020, by more than 38 percent of the vote.

## **II. FLORIDA DIVISION OF EMERGENCY MANAGEMENT CONTRACT**

### **A. Awarding of Contract**

16. Trinity Health Care Services, LLC, formerly Trinity Health Care Services, Inc., (Trinity) was co-founded by Respondent’s mother and stepfather in 1994; they converted the corporation to a Limited Liability Company (LLC) in 2016. Respondent has represented publicly and in her Financial Disclosure Statements (FDs) filed with the House that she served as the Chief Executive Officer (CEO) of Trinity from 2010 until she was sworn in to Congress on January 18, 2022.
17. Essential Community Health Inc. (ECH) was incorporated by Respondent in Florida on November 30, 2020. Respondent served as ECH’s registered agent, incorporator, and President. The Articles of Incorporation state ECH was a “coalition of women dedicated to combating health inequality through service and advocacy.” Despite publicly portraying itself as a non-profit, ECH did not obtain tax-exempt status from the Internal Revenue Service.
18. Respondent submitted a two-page proposal for ECH to join Florida’s COVID vaccination registration program via a letter to the then-Deputy Director of the Florida Division of Emergency Management (FDEM), written on ECH letterhead and dated February 24, 2021 (ECH Letter). At that time, FDEM was seeking to deploy emergency funding to increase vaccine registration in minority communities, through no-bid, noncompetitive contracting.
19. The ECH Letter referenced a “partnership” with its “parent company Trinity Health Care Services” and claimed that “[b]oth entities are owned and operated by black women and seat more than 12 women of color on their board of directors.” The ECH Letter also claimed that “[w]e have access to a diverse pool of 1200-2000 employees throughout Broward and Dade Counties.” The ECH Letter was signed by Respondent in her capacity as “Co-Founder” of ECH.
20. Two ECH board members, including the other co-founder, testified that they were unaware

that ECH had engaged in any activities and testified that the characterization of ECH in the letter to FDEM was not consistent with their understanding of the organization. ECH's co-founder testified, "[Respondent] said the [COVID] contracts were for Trinity" and had "nothing to do with [ECH]."

21. The ECH Letter proposed a scope of work and rates for its employees, which were delineated by employee title. The ECH Letter was digitally signed by the FDEM Deputy Director on February 27, 2021, indicating that FDEM had accepted ECH's proposed terms.
22. On March 4, 2021, Respondent sent an addendum to FDEM, this time on Trinity letterhead and signed by her in her capacity as CEO of Trinity (Trinity Letter). The Trinity Letter proposed the same scope of work as the ECH Letter, but the proposed rates of pay included different employee titles, with some overlap, and generally higher rates of pay compared to the ECH Letter.
23. The Trinity Letter was digitally signed by the FDEM Deputy Director on March 4, 2021, indicating that FDEM had accepted Trinity's addendum.
24. FDEM viewed ECH and Trinity as the same company. FDEM publicly reported only Trinity as the vendor for all purchase orders related to the contract. Additionally, invoices sent to FDEM were on Trinity letterhead and payments from FDEM were sent to a bank account registered only in Trinity's name.
25. ECH was administratively dissolved on September 24, 2021, because its annual report was not filed.

## **B. Family Companies**

26. A few days after Trinity's addendum was accepted by FDEM in early March 2021, Trinity opened a new account at Financial Institution 1 for receiving and processing FDEM payments. Respondent and her brother were authorized signatories for the new Financial Institution 1 account, along with two other individuals.
27. Respondent and her two siblings each founded an LLC that same week.
  - a. SCM Consulting Group, LLC (SCM Consulting) was registered by Respondent on March 12, 2021, to provide business and healthcare consulting. Respondent served as SCM Consulting's registered agent and sole manager, owning 100% of the company.
  - b. The EC Firm LLC (EC Firm) was registered by Edwin Cherfilus, Respondent's brother, on March 11, 2021, to provide business consulting. Mr. Cherfilus was listed on EC Firm's founding documents, filed with the state of Florida, as its registered agent and sole manager.
  - c. A partnership agreement purportedly executed on March 10, 2021, states that

Respondent and Mr. Cherfilus were “partners” in EC Firm and that “[p]rofits and losses will be distributed to the partners according to their proportional interest in the LLC.” The agreement does not explicitly delineate the ownership interest of either partner, but Mr. Cherfilus testified that Respondent had a 50% ownership interest until she was sworn into Congress in 2022. Under the partnership agreement, Mr. Cherfilus served as the managing partner, had “the primary responsibility for the management of the day-to-day operations of the LLC,” and made the only initial capital contribution to EC Firm. Respondent asserts in her FDs that she was a Member of EC Firm with a 50% ownership interest in 2021.

- d. In 2022, Respondent and Mr. Cherfilus entered into a separation agreement, effective January 1, 2022 (the Separation Agreement), which ended Respondent’s 50% ownership of the company.
  - e. MC Nursing Journey Consulting Firm LLC (MC Nursing) was registered by Respondent’s sister on March 11, 2021.
28. Respondent was the CEO of Trinity and Mr. Cherfilus was the Vice President of Operations at the time the FDEM contract was awarded. Mr. Cherfilus testified that neither he nor Respondent had any ownership interest in Trinity.

### **C. FDEM Funds Received by Trinity**

29. Over the course of its contract with FDEM, Trinity invoiced FDEM for services performed and FDEM paid Trinity based on those invoices. Trinity received its first payment from FDEM in April 2021.
30. Throughout 2021, FDEM mistakenly overpaid Trinity on several invoices, resulting in a total overpayment amount of at least \$5,778,316.45. The largest single overpayment to Trinity was approximately \$5,000,000.00 in connection with an invoice for \$50,578.50. Instead of sending Trinity the invoiced \$50,578.50, FDEM erroneously sent Trinity a payment of \$5,057,850.00, which was 100 times the invoiced amount. This payment was deposited in Trinity’s bank account on July 1, 2021.
31. Trinity received its last substantial payment from FDEM on September 29, 2021. Including the overpayments, Trinity received \$14,355,778.28 from FDEM over the course of the contract.
32. Respondent produced an undated, unexecuted copy of a “Revenue Sharing Agreement” between SCM Consulting, EC Firm, and MC Nursing in relation to the FDEM funds received by Trinity; Trinity was not included as a party to this agreement. Mr. Cherfilus testified that he worked with Respondent and Respondent’s sister to prepare the document at the beginning of the FDEM contract, and that he believed an agreement was ultimately executed, although he could not confirm whether the draft version produced to the ISC contained the terms as executed. He further testified that Respondent had not decided to run for Congress at the time the agreement was prepared, despite the fact that she had filed her Statement of Candidacy

and explicitly communicated her intent to run in an email to him before Trinity even obtained the FDEM contract.

33. The version of the “Revenue Sharing Agreement” produced to the ISC appeared to be an attachment to an email Respondent’s husband sent to Respondent on April 11, 2022, and forwarded to Mr. Cherfilus the next day – more than a year after the contract was awarded, while she was serving as a Member of Congress. The ISC received no records contemporaneous to the FDEM contract relating to the “Revenue Sharing Agreement.”
34. The version of the agreement produced to the ISC indicates that Respondent, Mr. Cherfilus, and Respondent’s sister each anticipated being allotted a share of the “revenue generated as a result of the COVID 19 vaccination project after the payment of employee wages and obligations” in exchange for “provid[ing] staffing and other services exclusively for the vaccination project” because “the staffing services required to perform the COVID 19 vaccination project exceed the services expected to be performed by Trinity Health Care Services employees in its ordinary business operations.” Specifically, SCM Consulting would receive 60 percent, EC Firm would receive 15 percent, and MC Nursing would receive 10 percent of the revenue. Mr. Cherfilus testified he “would assume [the remaining 15 percent] would’ve been left with Trinity for my parents.”
35. The ISC did not receive evidence that SCM Consulting, EC Firm, or MC Nursing actually provided staffing services to Trinity or had the capability to do so. No individuals were paid for vaccination services by these companies on behalf of Trinity. Mr. Cherfilus testified that EC Firm provided logistical support to Trinity, including “structur[ing] the billing process, the training with FDEM, the supervision, going out into the field, talking to the commanders on the base, what they needed, what needed to be done, and just relaying the information back between the different parts.” He testified that, although he was the primary person to deposit funds, decisions about the funds that Trinity received through the FDEM contract “would’ve been through the company, through Trinity . . . meaning, it would be through Sheila.”
36. More than half of the funds that were received by Trinity pursuant to the FDEM contract were disbursed to Respondent and her family members.
37. Trinity’s payroll records for the FDEM contract indicate that, in 2021, SCM Consulting was paid \$6,399,936.96; EC Firm received \$800,894.91; MC Nursing received \$74,000.00; and Respondent was paid \$111,720.00 directly. These internal records are inconsistent with Trinity’s bank records.
38. According to bank records, SCM Consulting received \$4,439,936.96; Respondent received \$2,297,360.00; EC Firm received \$600,000.00; and Mr. Cherfilus received \$219,494.91. Respondent deposited some Trinity checks addressed to her into the SCM Consulting bank account; similarly, Mr. Cherfilus deposited some Trinity checks made out to him into the EC Firm bank account. Ultimately, in 2021, funds from Trinity accounted for nearly 85 percent of the total income received by SCM Consulting and nearly 53 percent of the total income received by EC Firm. That year, EC Firm also received approximately 43 percent of its total income from SCM Consulting; the remaining incoming funds originated from Respondent’s

campaign bank account and cash deposits.

39. Respondent asserted in her FDs that she had entered into “profit sharing” and/or “consulting” agreements, either personally or through her company, SCM Consulting, pursuant to which she was paid these funds by Trinity. Neither Trinity nor Respondent produced records evidencing any such agreements or indicating Respondent was entitled to any FDEM funds received by Trinity.
40. A substantial amount of the FDEM funds distributed by Trinity to Respondent, SCM Consulting, and EC Firm went towards Respondent’s campaign. Respondent also used those funds on luxury personal items, including jewelry from Tiffany’s, a Tesla, designer clothing, high-end hotels, and a cruise.
41. On December 30, 2024, FDEM filed a civil lawsuit against Trinity seeking the return of \$5,778,316.45 in overpaid funds. This lawsuit was settled through mediation on April 9, 2025. Pursuant to the settlement, Trinity will repay \$5,624,659.43 to FDEM over the next 15 years. Mr. Cherfilus testified that none of the individual companies that received funds from the revenue sharing agreement, such as SCM Consulting, EC Firm, or MC Nursing, were required to pay back funds as a result of the settlement. He further told the ISC that there had not been “any discussion” about Respondent personally contributing funds to Trinity to enable it to make the repayment. He also denied knowing about the overpayment until FDEM contacted Trinity years later.
42. On November 19, 2025, an indictment was filed in the United States District Court for the Southern District of Florida (the Indictment) charging Respondent and Mr. Cherfilus with Conspiracy to Commit the Theft of Government Funds and Theft of Government Funds, related to their use of “the stolen and converted \$5,007,271.50” paid by FDEM for personal use and for Respondent’s congressional campaign. They were also charged with Conspiracy to Commit Money Laundering and eight counts of Money Laundering in connection with the funds. Respondent has publicly maintained her innocence and is scheduled to be arraigned on December 29, 2025.

### **III. 2021-2022 ELECTION CYCLE CAMPAIGNS – 2022 SPECIAL ELECTION AND 2022 GENERAL ELECTION**

#### **A. General Timeline**

43. On December 31, 2020, Respondent filed a Statement of Candidacy for the 2022 general election for FL-20. In April 2021, Representative Hastings, who held the FL-20 House seat at that time, passed away. A special election was subsequently announced to fill his seat. On June 2, 2021, Respondent filed a Statement of Candidacy for the special election.
44. After a recount, Respondent was declared the winner of the Democratic primary for the special election on November 13, 2021, receiving a total of five votes more than her leading opponent in a crowded primary. Respondent won the special election on January 11, 2022, and was sworn into Congress on January 18, 2022.

45. On January 19, 2022, the day after she was sworn in for her first term, Respondent filed a Statement of Candidacy for the 2022 general election. Respondent won the FL-20 Democratic primary on August 23, 2022, by more than 35 percent of the vote and won reelection in the 2022 general election on November 8, 2022. Respondent began serving her second term in Congress on January 3, 2023.

### **B. Respondent's Loans to Her Campaigns**

46. In 2021, Respondent and her campaign staff repeatedly touted her “self-funding” of her campaign. For example, Respondent’s campaign manager publicly stated Respondent was “self-funded” and “decided to put her hard-earned money into the race.” Other campaign staff testified that the campaign was run on “a self-bought, unbossed” platform.
47. During the 2021-2022 election cycle, which encompassed both the 2022 special election and the 2022 general election, Respondent’s campaign reported to the FEC that it had received a total of \$6,236,493.50 in loans from Respondent over 105 separate transactions.
48. During this election cycle, Respondent’s campaign utilized four different bank accounts at Financial Institution 1. The signature cards for all four bank accounts show Respondent and Mr. Cherfilus as authorized signatories; the campaign treasurer listed on the campaign’s FEC filings was not a signatory on any of the accounts.
49. Campaign bank records indicate that Respondent’s FEC reports for this cycle misreport several contributions or loans from Respondent, including reporting loans that did not exist, misstating the amount or date of loans, and failing to report contributions from Respondent.
50. In total, campaign bank records show that Respondent actually paid her campaign \$6,006,325.39 over the course of 99 separate transactions. The funds used to make those loans or contributions came directly from (1) a personal bank account for Respondent at Financial Institution 2; (2) SCM Consulting’s bank account at Financial Institution 1; and (3) a joint bank account for Respondent and Mr. Cherfilus at Financial Institution 1 (Joint Account).
51. Nearly every substantial transaction paid to the campaign, or for the benefit of the campaign, from Respondent’s bank accounts was preceded by a transaction from Trinity providing funds to that account. For example, Trinity wired \$2,000,000.00 to Respondent’s personal account at Financial Institution 2 on June 23, 2021, and Respondent transferred \$2,000,000.00 to the campaign committee the next day.
52. Campaign bank records further show that some of the reported loans did not come from a personal bank account of Respondent or through her single-member LLC, SCM Consulting. Instead, \$392,368.38 came from a bank account in the name of EC Firm at Financial Institution 1, including \$10,000.00 after Respondent had separated from EC Firm; \$198,828.00 also came directly from Trinity’s bank account at Financial Institution 1. Respondent was not an authorized user on EC Firm’s bank account when she was a co-owner

of the company, and she did not have an ownership interest in Trintiy.

*i. Loans Reported by the Campaign*

53. Respondent's campaign committee reported to the FEC that Respondent lent \$6,236,493.50 to her campaigns over the course of 105 separate loans during the 2021-2022 election cycle. Specifically, the campaign reported that between June 2, 2021 (the date Respondent declared her candidacy for the special election campaign), and January 11, 2022 (the date she won the special election), Respondent lent her campaign \$4,684,558.50; two loans, totaling \$10,000.00, were also reported as being made in May 2021. The campaign further reported that Respondent lent her 2022 re-election campaign \$1,541,935.00.
54. Out of the 105 loans that Respondent's campaign reported, only 86 loans totaling \$4,548,605.84 matched dates and amounts in the bank records. However, the source accounts of these funds varied and included not only Respondent's personal bank accounts and her single-member LLC's account, but also the Joint Account, company accounts for EC Firm and Trinity, and cash deposits.
55. The majority of the remaining loans were reported inaccurately, either due to discrepancies with the date or amount of the loan, or in some cases, because they do not exist.
56. At least \$18,000.00 of the loans that Respondent's campaign has continuously reported do not appear to have been made at all.
57. Additionally, in several instances, a reported "loan" was a transfer from one campaign bank account to another, accounting for \$475,000.00 of the reported loans; the funds for those transfers appear to have originated from a single unreported contribution that Respondent made in September 2021.
58. Respondent, and those working under her supervision, understood that some of the loans from Respondent were never intended to be used by the campaign, but were instead a way to bolster the campaign's reported fundraising.
59. Respondent made transfers to her campaign at or near the end of FEC reporting periods, enabling the campaign to report higher cash-on-hand numbers, and in some instances, the campaign returned the loans to Respondent within approximately a week. For example, Respondent made a \$2,000,000.00 campaign loan on June 24, 2021 (one week before the end of the quarterly reporting period), and the campaign repaid \$1,980,000.00 on July 2, 2021; similarly, a loan reported as being made on March 31, 2022, for \$400,000.00 (the last day of the quarterly reporting period), which was received by the campaign on April 1, was repaid on April 4, 2022. As discussed further below, the \$400,000.00 repayment was also not initially reported on Schedule C (Loan Information) of the related FEC filing.
60. Before the \$2,000,000.00 loan was transmitted to the campaign on June 24, 2021, Respondent texted Hector Roos, a senior campaign advisor, regarding potential loans to her campaign. On June 11, 2021, Mr. Roos texted Respondent, "I think \$100k by end of month is a

reasonable goal. . . . As for how much to loan, I think as much as you're comfortable with." Respondent stated, "Goal is 2 million at least 1.5." Later, she replied, "I am not planning on using that amount just leveraging. . . . I think that is a good idea." Mr. Roos responded, "Indeed. But nobody has to know that." Respondent simply replied, "Yes."

61. On April 1, 2022, campaign staff exchanged messages about the finances of one of Respondent's primary challengers in the 2022 re-election campaign. Respondent's senior campaign staffer and current District Chief of Staff, Nadege LeBlanc, stated, "[s]o April 15 everyone will see he has more money than us." Respondent's senior campaign advisor, Individual 1, responded, "[n]o we are reporting more than a million dollars (long story not getting into it by text)." When asked what the "long story" was, Individual 1 testified "[Respondent] put a million dollars into the account right before the deadline and then took the money back out, I think, the next day." He testified that he was aware of the plan to put money in and then take it back out because "[Respondent] told me she was going to do it."
62. The original April 2022 quarterly report filed by Respondent's campaign with the FEC showed \$1,675,609.43 cash on hand at the end of the reporting period, including the \$400,000.00 loan from Respondent reported on March 31, 2022, described above. On September 16, 2022, roughly three weeks after the primary election, Respondent's campaign amended multiple reports, including the April 2022 quarterly report, in part to "[d]elete[] 4 incorrect duplicate loans of \$341,000 [totaling \$1,364,000.00]" that were regularly reflected on the campaign's reports since prior to the 2021 special election. The "duplicate loans" were identified after the campaign received a Reason to Believe letter from the FEC. With the \$1,364,000.00 in incorrectly reported loans deleted and other miscellaneous amendments, the ending cash on hand in its April 2022 quarterly report was then stated to be \$377,609.43. The campaign amended the reported cash on hand in its April 2022 quarterly report again on November 7, 2022, the day before the general election, to \$396,402.99.
63. Campaign bank records show that the campaign in fact had only \$27,300.93 as of the end of the reporting period covered by the April 2022 quarterly report. The primary challenger's original April 2022 quarterly report filed with the FEC showed \$208,236.09 cash on hand at the end of the reporting period.

*ii. Contributions Not Reported by the Campaign*

64. Respondent's campaign bank account records show that during the 2021-2022 election cycle, Respondent's campaign received eight payments totaling \$1,001,828.00 from bank accounts controlled by Respondent or her family members that were not reported to the FEC.
65. Between June 1, 2021 (the date Respondent declared her candidacy for the special election campaign) and January 11, 2022 (the date she won the special election), Respondent's campaign received \$88,828.00 in unreported payments from Trinity and \$870,000.00 from the Joint Account. Respondent's 2022 re-election campaign received \$10,000.00 in unreported payments from EC Firm and \$33,000.00 from the Joint Account.
66. Respondent also paid for over \$100,000.00 in campaign costs directly from her personal and

SCM Consulting's bank accounts, including digital ads, consulting expenses, rent, and various vendor payments, without reporting those payments as loans or in-kind expenditures. For example, SCM Consulting paid \$15,000.00 for the campaign's rent, over \$94,000.00 on social media, and over \$28,000.00 to a political consulting firm.

67. Respondent, through her personal accounts and her SCM Consulting account, made hundreds of thousands of dollars in payments to outside organizations that were then used for the benefit of her campaign, including Leadership in Action PAC (LIA) and Truth & Justice, Inc. (T&J).

### **C. Campaign's Repayment of Respondent's Loans**

68. Respondent's campaign committee reported to the FEC that during the 2021-2022 election cycle, Respondent's campaign made a total of \$2,489,568.50 in loan repayments to Respondent over the course of 11 repayments. Campaign bank records show Respondent actually received at least \$2,807,222.51 from the campaign over 20 payments. Two checks made out to cash, totaling \$39,568.50, were also reported as loan repayments to Respondent.
69. Campaign bank records show that the reported loan repayments, as well as the unreported transfers from the campaign to Respondent, were directed to five bank accounts: (1) Respondent's personal account at Financial Institution 1; (2) Respondent's personal account at Financial Institution 2; (3) SCM Consulting's account at Financial Institution 1; (4) EC Firm's account at Financial Institution 1; and (5) the Joint Account at Financial Institution 1.

#### *i. Repayments Reported by the Campaign*

70. Respondent's campaign committee reported making a total of \$2,489,568.50 in loan repayments to Respondent over the course of 11 repayments in the 2021-2022 election cycle. Specifically, the campaign reported to the FEC that between June 1, 2021 (the date Respondent declared her candidacy for the special election campaign), and January 11, 2022 (the date she won the special election), Respondent's campaign repaid her \$2,019,568.50 over three payments. The campaign further reported that Respondent's campaign repaid her \$470,000.00 during the 2022 re-election campaign over eight payments.
71. Out of the 11 loan repayments that Respondent's campaign reported, eight payments totaling \$2,449,000.00 matched dates and amounts in the bank records. However, the recipient accounts for these funds varied.
72. Two additional reported loan repayments correspond to checks made out to cash, one on July 2, 2021 for \$20,000.00, and another on September 23, 2021, for \$19,568.50.

#### *ii. Payments to Respondent Not Reported by the Campaign*

73. Bank records for the campaign's accounts reveal that during the 2021-2022 election cycle, Respondent's campaign made at least 10 additional payments to Respondent, totaling \$322,928.00.

74. Additionally, a reported loan repayment of \$1,000.00 on October 21, 2022, was in fact a \$10,000.00 payment.

*iii. Recipient Accounts for Campaign Payments to Respondent (Reported and Unreported)*

75. Respondent's campaign made 20 payments totaling \$2,807,222.51 to four bank accounts associated with Respondent: (1) Respondent's personal account at Financial Institution 2; (2) SCM Consulting's bank account at Financial Institution 1; (3) EC Firm's bank account at Financial Institution 1; and (4) the Joint Account at Financial Institution 1.

<b>Owner of Bank Account</b>	<b>Amount Received from Campaign Bank Account</b>
Respondent	\$2,087,100.00
Joint Account	\$586,000.00
EC Firm	\$35,294.51
SCM Consulting	\$98,828.00

76. Respondent's campaign reported a payment to EC Firm on June 3, 2021, for \$25,294.51 as a disbursement for "signs." The funds were transferred from the campaign to EC Firm, which then wrote a \$10,000.00 check to cash the same day. Respondent and Mr. Cherfilus did not produce records showing that EC Firm made signs on behalf of the campaign. Mr. Cherfilus informed the Office of Congressional Conduct (OCC), formerly the Office of Congressional Ethics, that this amount was "initially withdrawn from [Respondent's] corporate equity account for the campaign. However, the Candidate opted to return the funds back to her equity account with [EC Firm]." No contribution or loan originating from Respondent was reported to the FEC in this amount prior to the disbursement. In testimony, Mr. Cherfilus stated that he "did not know" if the notation for "signs" was accurate but stated that he had "done signs for [Respondent's campaign] through EC Firm." This amount is included in the total payments to EC Firm above.
77. The bank records for Respondent's campaign show \$39,568.50 in cash withdrawals that were reported to the FEC as loan repayments.
78. Bank records show an additional \$3,126.48 in cash withdrawals, some of which were reported to the FEC as wage payments to family members, and others which were not reported at all.
79. During the 2021-2022 election cycle, Respondent also withdrew hundreds of thousands of dollars in cash from her personal and business accounts. The ISC was unable to determine how much of these cash withdrawals were ultimately used for the benefit of the campaign or for personal expenses.

**D. Improper Individual Campaign Contributions**

80. During the 2021-2022 election cycle, the maximum donation an individual donor (other than Respondent) could make to Respondent's campaign was \$2,900.00 per election. The limits

apply to all types of contributions, including in-kind contributions. The FEC's website further elaborates on in-kind contributions:

Goods or services offered free or at less than the usual charge result in an in-kind contribution. Similarly, when a person pays for goods or services on the committee's behalf, the payment is an in-kind contribution. An expenditure made by any person in cooperation, consultation or concert with, or at the request or suggestion of, a candidate's campaign is also considered an in-kind contribution to the candidate.

*i. Edwin Cherfilus*

81. On June 3, 2021, Respondent's campaign reported receiving a \$5,800.00 contribution from Mr. Cherfilus for the primary and general elections. This contribution was corroborated by the campaign's bank records.
82. During the 2021-2022 election cycle, Mr. Cherfilus acted as the campaign's finance director. He "oversaw all the money" for the campaign and was closely involved in the campaign's day-to-day operations.
83. On several occasions, Mr. Cherfilus made payments to outside organizations that used those funds to make payments on behalf of Respondent's campaign. For example:
  - a. On November 2, 2021, and December 21, 2021, Mr. Cherfilus made two payments totaling \$91,865.00 from his personal checking account at Financial Institution 3 to National Haitian American Elected Officials Network Progressive Political Action Committee (NHAEON PAC). Although Mr. Cherfilus denied knowing that NHAEON PAC used the funds he supplied for Respondent's campaign, records show that NHAEON PAC's chairman communicated with Mr. Cherfilus directly about spending on media buys and events in support of Respondent's campaign, as described below.
  - b. Mr. Cherfilus indirectly contributed to LIA, a state PAC controlled by Respondent's senior campaign advisor, Individual 1. On January 19, 2022, Mr. Cherfilus sent \$2,500.00 from his personal checking account at Financial Institution 3 to the chairperson of LIA. The same day, the chairperson of LIA contributed \$2,500.00 to LIA; LIA reported the contribution as from the chairperson. As described below, LIA frequently made payments to vendors on behalf of Respondent's campaign.
  - c. On July 21, 2022, Mr. Cherfilus paid \$40,000.00 from his personal checking account at Financial Institution 3 to Haitian American Votes PAC (HAV PAC), as described below.
84. Mr. Cherfilus also caused the transfer of large sums to the campaign through EC Firm, both during and after the time that Respondent claimed to have a partnership interest in the firm.

85. EC Firm received \$600,000.00 from Trinity in 2021; Mr. Cherfilus also deposited \$219,494.91 in checks made out to himself in EC Firm's bank account. EC Firm gave \$382,368.38 to Respondent's campaign in 2021, which Respondent either did not report, or reported as personal campaign loans. Without the money from Trinity, EC Firm would not have had sufficient funds to make those payments to the campaign.
86. On May 11, 2022, EC Firm transferred \$10,000.00 to the campaign, more than five months after Respondent executed the Separation Agreement. This payment was not reported to the FEC.
87. Mr. Cherfilus also paid campaign staff and vendors for campaign services using his personal funds and EC Firm funds. Those payments were not reported to the FEC as in-kind contributions and the value of the payments far exceeded the contribution limit for individuals.
88. For example, on June 7, 2022, Mr. Cherfilus paid \$1,550.00 from his personal checking account at Financial Institution 3 to a design vendor frequently contracted by the campaign. This amount matched a June 3, 2022, invoice from the vendor to the campaign for items including "Door Hanger Design" and "Campaign Logo Re-design." The vendor sent the receipt for the payment to Mr. Cherfilus' campaign email address. The campaign did not report this payment to the FEC.
89. One individual was paid \$42,700.00 as an employee of EC Firm. However, that individual's work at EC Firm involved work for the campaign, including debate preparation and drafting responses to letters written to Respondent. The ISC was unable to determine how much of these payments from EC Firm were attributable to work performed on behalf of Respondent's campaign versus any services EC Firm may have provided other "clients." The employee testified that his work at EC Firm involved "research" on "projects [Mr. Cherfilus] had [him] looking into."

*ii. Respondent's Sister and Nadege LeBlanc*

90. Respondent's sister received \$65,157.37 from Trinity in 2021; her company, MC Nursing, received \$74,000.00.
91. Ms. LeBlanc received \$357,797.78 directly from Trinity in 2021, including an August 2021 payment for \$334,757.78 for "project payment." She also received \$32,640.00 from Trinity in 2021 through her company, Finance & Fitness Consulting, LLC.
92. Ms. LeBlanc did not answer questions from the ISC about her payments from Trinity or her contributions to the campaign, asserting her Fifth Amendment right against self-incrimination.
93. Respondent's sister produced documents in response to a Request for Information. The ISC requested she participate in a voluntary interview, but she declined. Respondent's sister failed

to respond to the ISC's inquiry as to whether she would assert her Fifth Amendment right against self-incrimination if served with a subpoena.

94. FECA strictly prohibits contributions made by one person in the name of another. If a campaign committee discovers that contributions it received were made in the name of another, it must refund the money to the original source of funds if the identity of that source is known or otherwise disgorge the funds.
95. Respondent stated in a June 28, 2021, text message to her campaign treasurer, "[t]he max is 2 checks of 2900. That is why [Respondent's sister] had to give money to Nadege for her to make another donation."
96. Bank records show that Respondent's sister's personal bank account at Financial Institution 4 received \$50,000.00 from Trinity on June 25, 2021. The same day, she withdrew \$30,000.00 in cash and a few days later, on June 28, 2021, she withdrew another \$6,000.00 in cash.
97. Also on June 28, 2021, Ms. LeBlanc deposited \$3,900.00 in cash to her personal bank account at Banking Institution 4; the next day, June 29, 2021, Ms. LeBlanc made a \$2,900 cash deposit. On June 30, 2021, Ms. LeBlanc made out two checks for \$2,900.00 to Respondent's campaign.
98. On June 30, 2021, Respondent's campaign deposited a \$2,800.00 check from Respondent's sister and two checks from Ms. LeBlanc totaling \$5,800.00.
99. Respondent's campaign committee improperly reported receiving two contributions from Respondent's sister on June 30, 2021, totaling \$5,300.00 and a \$2,500.00 contribution on July 15, 2021 (which, if accurate, would exceed contribution limits), as well as two contributions from Ms. LeBlanc on June 25, 2021, totaling \$5,800.00.
100. On September 1, 2021, Ms. LeBlanc's company, Finance & Fitness Consulting, LLC received \$10,000.00 from SCM Consulting. This is the only payment Finance & Fitness Consulting, LLC received from SCM Consulting. The ISC received no evidence that Finance & Fitness Consulting, LLC performed any services for SCM Consulting or was otherwise owed these funds.
101. Two days later, on September 3, 2021, Fitness & Finance Consulting, LLC contributed \$10,000.00 to NHAEON PAC. The funds were used by NHAEON PAC to pay expenses on behalf of Respondent's campaign, including payments to radio stations.
102. The Indictment charged Respondent and Ms. LeBlanc with conspiring to and making and receiving straw donor contributions. Respondent has generally denied the charges in public; the ISC is not aware of any statements by Ms. LeBlanc regarding the charges, but she has entered a not guilty plea.
103. On January 10, 2022, Respondent's sister, through her single-member LLC, MC Nursing,

contributed \$20,000.00 to NHAEON PAC from MC Nursing's account at Financial Institution 1. On January 12, 2022, MC Nursing contributed \$60,000.00 to the National Haitian American Elected Officials Network (NHAEON), a non-profit organization, with the wire memo "4DC Reception." The funds were used to pay for expenses related to the campaign and for a pre-swearing-in event hosted by NHAEON in coordination with Respondent on January 13, 2022, described below.

## **E. Improper Corporate Campaign Contributions**

### *i. Trinity*

104. Trinity contributed \$198,828.00 directly to Respondent's campaign.
105. Trinity also indirectly funded Respondent's campaign through large disbursements to Respondent personally, as well as to SCM Consulting, EC Firm, and the Joint Account, which were later loaned or given to the campaign. This funding was almost entirely from Trinity's FDEM funds, including the overpayments to which Trinity did not have a valid legal claim.
106. In total, at least \$3,600,000.00 of the funds paid to Trinity pursuant to the FDEM contract made its way into Respondent's campaign for at least some period of time.
107. The ISC provided Trinity and Respondent with numerous chances to explain whether those were funds Respondent had a legal right to, but neither party provided any such explanation. The ISC uncovered no agreement between Trinity and Respondent, or any entity associated with Respondent, or any other evidence demonstrating that Respondent was in fact entitled to these funds.

### *ii. Leadership in Action PAC*

108. LIA was a state PAC established by Individual 1 in 2019. Although LIA had a named treasurer and chairperson, Individual 1 was the executive director of the organization and controlled LIA.
109. Individual 1 was a senior advisor on Respondent's campaign. Multiple campaign staffers referred to him as the campaign manager and reported to him. The actual campaign manager for the 2021 special election testified that Individual 1 was much more involved in the decision making for the campaign than he was. Individual 1 and the campaign closely coordinated communications and spending with LIA.
110. In 2021, LIA received just under \$303,000.00 in contributions, nearly all of which was funded by SCM Consulting. Between May 3, 2021, and November 12, 2021, LIA reported to the state of Florida that it had received \$269,424.69 from SCM Consulting.
111. LIA in fact received \$231,995.61 from SCM Consulting. This amount includes a check for \$9,552.56 on June 7, 2021, that was not reported to the Florida Division of Elections.

112. In two checks from SCM Consulting to LIA dated March 14, 2021, and May 21, 2021, totaling \$6,377.36, the memo lines stated, “office items” and “office supplies,” respectively; in another check for \$4,400.00 dated July 1, 2021, the memo line stated, “consulting.”
113. Of the funds reportedly from SCM Consulting, \$25,726.64 actually came from EC Firm: \$7,056.64 on June 18, 2021, and \$18,670.00 on July 20, 2021.
114. LIA also reported receiving \$12,425.00 from SCM Consulting on July 28, 2021. LIA did receive \$12,425.00 on July 28, 2021, but the money came from Respondent’s principal campaign committee. These funds were refunded to the campaign on August 12, 2021, after LIA received \$12,425.00 from SCM Consulting on August 10, 2021.
115. From May to November 2021, SCM Consulting sent over 20 separate payments to Individual 1 for irregular amounts ranging from \$2,616.04 to \$15,621.00.
116. According to bank records, from 2021 through 2022, LIA paid more than a dozen vendors and individuals who worked for Respondent’s campaign, often shortly after receiving funds from SCM Consulting.
117. Many of those payments appear to have been explicitly for the benefit of Respondent’s campaign, including payments for the campaign’s rent from November 2022 through March 2023, as well as checks to campaign vendors with memo lines citing invoices billed to Respondent’s campaign.
118. For example, on July 26, 2022, Individual 2, a supporter of Respondent’s campaign and then-chairman of NHAEON PAC and HAV PAC, placed a \$5,000.00 ad buy with a vendor, stating in his correspondence, “[T]his is directly from her campaign!” The vendor sent a \$5,000.00 invoice to Individual 2 for “Campaign to re-elect Sheila C. McCor. c/o [Individual 2]” the next day. On October 24, 2022, LIA paid this invoice and noted in the check memo, “Inv SCM01,” which corresponds to the invoice number from the vendor.
119. After nearly every check from SCM Consulting was deposited, Individual 1 withdrew at least \$1,000.00 in cash from an ATM within a few days.
120. Separate from frequent cash withdrawals, Individual 1 also directly received over \$140,000.00 from LIA in 2021, which amounted to over one third of his total earnings from LIA from 2019 through 2023. He was never paid directly by Respondent’s campaign. Individual 1 testified, “I literally did obviously get compensated but not from [Respondent]. I never made money from the government. I never got paid by the campaign.”
121. Individual 1 denied that payments from SCM Consulting to LIA were for his work on Respondent’s campaign and described them as “donations.” When asked about some of the specific checks from SCM Consulting, including checks for odd amounts with references such as “office items” in the memo, Individual 1 maintained that those were merely donations unrelated to Respondent’s campaign.

122. In text messages between Respondent and Mr. Roos exchanged on May 3, 2021, Mr. Roos explicitly described \$11,500.00 paid from SCM Consulting to LIA as for “[Individual 1] reimbursement” and “[Individual 1] May payment.”
123. Individual 1 testified that some of the specific payments that LIA made to vendors and individuals who worked for Respondent’s campaign were related to other South Florida campaigns. According to Individual 1, he had an agreement with Respondent that he “would do work in the community that would help her campaign,” rather than work specifically for the campaign. He could not explain why some checks to vendors included references to Respondent or her campaign in the memo lines. Ultimately, when asked whether he ever used funds from LIA or T&J to pay a campaign vendor for work done for Respondent, he responded, “I honestly don’t know. But I’m going to also at that same time invoke my Fifth Amendment privilege against self-incrimination and respectfully decline to answer your question.”
124. In its first Referral to the Committee, a copy of which was provided to Respondent on September 25, 2024, OCC found that “Leadership in Action PAC provided goods and services in connection with Rep. Cherfilus-McCormick’s political campaigns” and that Respondent’s “payments to Leadership in Action PAC were likely contributions to her campaign.” Respondent was invited to provide a response to OCC’s Referral; her then-counsel submitted the following response on her behalf:

Representative Cherfilus-McCormick does not dispute that Leadership in Action may have made expenditures supportive of her campaign with the funds she provided it. She made disbursements to Leadership in Action, understanding that she was providing it with funds that would be used to advance her campaign and others on the ticket. She did so with funds eligible for use in her campaign, and she understood that the payments would be handled and reported correctly. It should be noted that FEC regulation in this area is underdeveloped and when work with allied groups becomes a contribution is not well marked.

Both contributions to and expenditures by Leadership in Action were publicly disclosed, as is required by Florida election law. If upon review any campaign expenditures made by Leadership in Action were sufficiently coordinated that they should have been reported as contributions to or expenditures of Sheila Cherfilus McCormick for Congress, the campaign is prepared to make the necessary corrections.

*iii. NHAEON*

125. NHAEON describes itself as “a 501c3 non-partisan organization that engages in the education, empowerment, and political process, amplifying the voice of the Haitian-American community.” Individual 2 was formerly the chairman of NHAEON.
126. Respondent’s campaign coordinated with NHAEON to organize the Pre-Swearing-In Event

held for Respondent on January 13, 2022, at the International Spy Museum in Washington, D.C. Campaign staff and Individual 2 corresponded regarding the details of the event, including the budget. NHAEON also paid \$1,877.69 for a video to be made commemorating the event, portions of which Respondent uses on her campaign website.

127. Individual 2 testified that Respondent requested his assistance in organizing this event to “make it bigger.” He further stated that Respondent was “specific” and “detailed” in what she wanted for the event. Invitees included “[Respondent’s family], elected officials from NHAEON, and . . . professionals within her circle.” The cost for the event exceeded \$60,000.00, which Individual 2 testified was primarily funded by Respondent, through payments to NHAEON, which in turn paid vendors. In contrast, Mr. Cherfilus testified that NHAEON organized the event, “pretty much ran it themselves,” and that NHAEON paid for the event, although he could not recall why NHAEON sought reimbursement for related expenses.

#### *1. NHAEON Progressive Political Action Committee*

128. NHAEON PAC was registered as a state political committee in Florida by Individual 2 on October 2, 2020. NHAEON PAC was not registered as a federal political committee with the FEC.

129. In late 2021 and early 2022, NHAEON PAC coordinated with Respondent and individuals associated with her campaign on media buys.

130. On November 1, 2021, Individual 2 emailed Mr. Cherfilus, copying Respondent, attaching information about media buys, and including a breakdown of \$16,865.00 in expenses for radio appearances and related expenses. The next day, Mr. Cherfilus wired \$41,865.00 from his personal checking account at Financial Institution 3 to NHAEON PAC’s account.

131. NHAEON PAC then made the media expenditures as detailed in the document sent to Respondent and Mr. Cherfilus. For example, one listed expense was a \$750.00 payment to a radio personality for “Various Stations Speaking on behalf of NHAEON for Sheila.” NHAEON PAC made the disbursement to that individual in that amount on November 9, 2021, and reported the expenditure as “advertising” in its state campaign finance disclosures.

132. In the following weeks, NHAEON PAC continued to make additional expenditures for the benefit of Respondent’s campaign. Some of those expenditures were made by check; six checks to vendors, totaling \$4,000.00, contained the memo, “12/16/21-Promotion of Sheila S. [sic] McCormick.”

133. On December 14, 2021, Individual 2 emailed Respondent and her brother wiring information for NHAEON and NHAEON PAC. The same day, Respondent’s campaign transferred \$28,000.00 to the Joint Account, which then wired \$28,000.00 to NHAEON PAC. These funds were used to pay expenses related to the Pre-Swearing-In Event. Respondent’s campaign did not report this disbursement to the FEC.

134. On December 20, 2021, Individual 2 emailed Mr. Cherfilus, copying Respondent, noting that he thought he had sent the “Radio Recommended Budget” the prior week, and attaching a spreadsheet listing \$50,000.00 in “Haitian Radio/Outreach” costs under the heading “January 11, 2022 General Election Expenses.” On December 21, 2021, Mr. Cherfilus wired \$50,000.00 to NHAEON PAC from his personal checking account at Financial Institution 3.
135. NHAEON and NHAEON PAC continued to invoice Mr. Cherfilus for costs related to Respondent’s campaign in 2022. For example, on January 10, 2022, Individual 2 emailed Mr. Cherfilus an invoice from NHAEON totaling \$60,027.00, representing individual invoices from multiple vendors addressed to NHAEON for expenses related to the Pre-Swearing-In Event. On February 8, 2022, NHAEON PAC sent a separate invoice to Mr. Cherfilus, also dated January 10, 2022, totaling \$19,966.80 for three items: \$18,441.80 “reimbursement” for a 37,000-piece mailer, \$525.00 for graphic design for “SCM MAILER,” and an additional \$1,000.00 for services from a Haitian-American media company. Records indicate that the \$18,441.80 mailing charge was for a payment made to a campaign vendor for mailers that were coordinated by the campaign’s senior advisor, Individual 1, and Individual 2 for the benefit of Respondent’s campaign.
136. On January 12, 2022, Respondent’s sister wired \$60,000.00 to NHAEON from MC Nursing with the memo line “4DC Reception.” On January 20, 2022, NHAEON sent Mr. Cherfilus a receipt dated January 12, 2022, for \$60,027.00. When sending the outstanding \$19,966.80 invoice to Mr. Cherfilus on February 8, 2022, Individual 2 stated, “[T]his is the balance for the PAC remember [Respondent’s sister] had only deposited the \$60k into the NHAEON account. Thanks!”

## *2. Haitian American Votes PAC*

137. HAV PAC was registered as a “hybrid” federal political action committee with the FEC in June 2022. Individual 2 served as HAV PAC’s chairman.
138. Mr. Cherfilus coordinated campaign advertising with Individual 2. Individual 2 emailed Mr. Cherfilus spreadsheets with media placements and the costs, which were then reimbursed by Mr. Cherfilus.
139. On July 21, 2022, Mr. Cherfilus wired \$40,000.00 to HAV PAC from his personal checking account at Financial Institution 3. Mr. Cherfilus informed OCC that this was “a personal contribution to an organization that advocates for Mr. Cherfilus’ interests as a Haitian American.” HAV PAC reported the \$40,000.00 as a contribution to the FEC. Documentary evidence suggests that this payment was for Respondent’s campaign. On July 22, 2022, Individual 2 sent Mr. Cherfilus a spreadsheet titled “Revised HA[V] PAC for Sheila McCormick Buy 22.xlsx,” listing media placements in FL-20 between July 4 and July 22, 2022, totaling \$40,000.00. Between July 22 and July 28, 2022, HAV PAC wrote at least 23 checks totaling more than \$20,000.00, which directly corresponded to the spreadsheet in both recipient and amount. Although the memo line is blank on most of these checks, the memo on one of them provides “Campaign for Sheila – 2022.” Individual 2 testified that the purpose of Mr. Cherfilus’ contribution was for Respondent’s campaign advertising.

140. HAV PAC reported making a total of \$65,290.00 in disbursements from July 22, 2022, through September 27, 2022, to the FEC; each of those 42 disbursements were listed as “independent expenditures” representing “support” for candidate “McCormick, Sheila Cherfilus.” The descriptions for all but four of the disbursements were for radio and advertising.
141. HAV PAC held a post-swearing-in event “in honor of” Respondent on January 4, 2023, at Union Station in Washington, D.C. The event flyer did not indicate that HAV PAC was hosting, but Individual 2 informed guests the event was hosted by HAV PAC.
142. On December 13, 2022, a Florida-based corporation, Petrogaz-Haiti, S.A., LLC (Petrogaz-Haiti) wired \$40,000.00 to HAV PAC’s checking account. Individual 2 testified that this contribution was for HAV PAC’s swearing-in event in Respondent’s honor in January 2023 and that the wife of Petrogaz-Haiti’s owner stayed in the “host hotel” during the event. He also testified that the owner of Petrogaz-Haiti’s wife “talked about [] support[ing] [Respondent’s campaign] financially.”
143. Between December 15, 2022, and December 21, 2022, HAV PAC made three payments by wire to vendors for the swearing in event, totaling \$39,234.10. From December 13, 2022, through December 28, 2022, Petrogaz-Haiti was the lone depositor to HAV PAC’s checking account, and HAV PAC could not have paid the vendors without these funds.

*iv. Human Scale Strategies LLC and American Integrity Foundation, Inc.*

144. Human Scale Strategies LLC (HSS) was registered by Mr. Roos, a senior campaign advisor, on September 16, 2019.
145. Mr. Roos provided services to the campaign, including “work[ing] closely with the Federal Elections [sic] Commission on campaign finance filings, responsiveness [sic], audits that were complicated by the complicated bookkeeping methods” and “provid[ing] bookkeeping and compliance services towards fundraising goals to the campaign both with and through the Leadership PAC.”
146. Mr. Roos failed to comply with multiple subpoenas from the ISC.
147. HSS held an account at Financial Institution 6. Mr. Roos was the only individual authorized to access that account.
148. From May 2021 through August 2022, HSS’s bank account at Financial Institution 6 received over \$30,000.00 from Respondent’s campaign, EC Firm, and other individuals and entities associated with Respondent.
149. Mr. Roos paid campaign vendors from the HSS bank account, on behalf of the campaign, on at least one occasion. For example, on September 22, 2021, HSS wrote a check for \$5,000.00 to a vendor with the memo line, “Sheila Cherfilus-McCormick.” The vendor testified that the

check was for work performed for Respondent's campaign.

150. From February 2021 through December 2022, an additional \$90,900.00 was transferred to HSS's bank account from another company associated with Mr. Roos, American Integrity Foundation, Inc. (AIF).
151. From May through November 2021, AIF's bank account at Financial Institution 6 received nearly \$40,000.00 from SCM Consulting. These payments appear to be payments to Mr. Roos for campaign services.
152. In a text chain with Respondent, Mr. Roos indicated that the funds from SCM Consulting to AIF were for his work on her campaign. For example, on May 3, 2021, Mr. Roos instructed Respondent to wire AIF \$6,750.00, reflecting "Hector April payment" and "Hector May payment." He further instructed Respondent, "This is not to be paid from the campaign account." Respondent made the requested payment from SCM Consulting to AIF the same day. Some subsequent checks from SCM Consulting to AIF indicated additional monthly payments, including an October 1, 2021, check for \$5,000.00 with the memo "Sept" and an October 22, 2021, check for \$5,000.00 with the memo "November payment."

*v. Truth & Justice Inc., Progressive People, Inc., and Petrogaz-Haiti, S.A., LLC*

153. T&J was incorporated on August 27, 2021. According to its articles of incorporation, its purpose was "exclusively for the promotion of social welfare" and it was specifically empowered to "engage in activities which will enhance the employment of and protect workers engaged in the cruise industry and businesses related to such industry."
154. T&J's director testified that T&J was "[b]asically . . . a fund created to facilitate [Respondent's] campaign." He further described it as "more like a trust account" that "was just created to have a checks and balance of the campaign funds." He further testified that he never described T&J as a PAC and to his knowledge, T&J was not affiliated with a state PAC.
155. Individual 1 testified he did work for T&J, and it was set up because "[T&J's director and I] were looking for bigger checks from different people. And I didn't want to commingle what we were doing, so we set up another entity so that we could accept funds."
156. T&J opened a bank account at Financial Institution 7 in or around October 2021. T&J's director testified that he, Individual 1, and Respondent's campaign manager could make financial decisions regarding T&J's funds and that the debit card for T&J's bank account would occasionally be left in Respondent's campaign office so "it was accessible . . . in case an emergency came up."
157. T&J never registered with either the FEC or the state of Florida as any type of political committee, and no disclosures regarding T&J's spending or fundraising were ever made to either entity.

158. T&J is currently inactive and was administratively dissolved by the state of Florida on September 23, 2022, for failure to file an annual report. When asked about the unfiled report, T&J's director stated that "normally the campaign when they tie up everything, they normally take care of that." However, T&J's bank accounts reflect activity after the administrative dissolution date.
159. T&J received \$982,379.00 between its founding in August 2021 and November 10, 2022, two days after the 2022 general election. A total of \$143,899.00 of T&J's funds came from SCM Consulting, EC Firm, and the Joint Account.
- a. Between its founding in August 2021 and the special election on January 11, 2022, T&J received just under \$37,000.00 from SCM Consulting; this amount was almost 90% of all funding T&J received during that period. T&J's director testified that he did not know what SCM Consulting was but that he assumed the payments were "for the campaign."
  - b. Between the beginning of Respondent's 2022 general election campaign on January 19, 2022, and the end of June 2022, T&J received an additional \$26,000.00 from SCM Consulting, as well as \$16,000.00 from EC Firm and \$16,000.00 from the Joint Account. T&J's director claimed not to know what EC Firm was, but when asked what a payment from EC Firm was for, he responded "it's not a payment. I would think that this is money to run the campaign."
160. In July 2022, T&J began receiving funds from Progressive People, Inc. (PPI).
161. PPI was incorporated in the state of Florida on February 15, 2022, by Michael Joseph. From its incorporation date until at least April 28, 2025, Mr. Joseph was the President, and Respondent's husband was the Vice President; both were also directors of the company.
162. PPI opened an account at Financial Institution 6 on March 7, 2022. Mr. Joseph and Respondent's husband were the only people with access to the account.
163. Respondent's husband told the ISC that he could not recall who had the idea to start PPI, or how he got involved. He said he was not sure if he discussed PPI with Respondent and that "PPI was completely separate from what she was doing."
164. Mr. Joseph refused to comply with multiple subpoenas from the ISC for documents and testimony.
165. PPI was not registered with either the FEC or the state of Florida as any type of political committee. No disclosures regarding PPI's spending or fundraising were ever made to either entity.
166. PPI's stated purpose in its Articles of Incorporation was "to work with historically marginalized communities" and it purportedly was "organized exclusively for Civic Leagues, Social Welfare Organizations, and Local Associations of Employees, including, for such

purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(4) of the Internal Revenue Code.” Additionally, the Articles of Incorporation stated “[n]o substantial part of the activities of the organization shall intervene in any political campaign on behalf of any candidate for public office.”

167. When asked about PPI’s activities, Respondent’s husband testified, “I think we tried to find organizations that were -- it was a social welfare organization, so we wanted to find, I think, good causes to support. But beyond that -- beyond that, I really couldn’t tell you, but we tried to find good causes to support.” When asked what type of causes, he replied, “Let’s see. So my recollection is that we supported other nonprofit organizations.” When asked for specific names, the only one he could recall was a Maryland organization for which he serves on the Board, which received a total of \$10,000.00 from PPI over two transactions in 2023.
168. PPI raised a majority of its funds in 2022 from corporations. These funds were largely transferred to T&J.
169. Respondent’s husband testified that “there was a process” for how PPI determined to disburse its funds, but he could not recall what that process was.
170. From July 2022 through the general election on November 8, 2022, PPI gave T&J \$666,000.00 over nine payments, which accounted for approximately 90% of its funding during this period. PPI also sent T&J \$59,000.00 on November 10, 2022, two days after Respondent won the 2022 general election, bringing the total amount given to T&J to \$725,000.00.
171. At least \$498,000.00 of the funds from PPI were specifically solicited by T&J via letters from T&J’s director to Mr. Joseph, including the final \$59,000.00 payment (which was requested on November 7, 2022, prior to the election). T&J’s director testified that he did not write the letters and only signed them. At least four of the solicitation letters were sent to Mr. Joseph via Individual 1.
172. In his testimony to the ISC, Individual 1 indicated that the solicitation letters were Respondent’s husband’s idea. Respondent’s husband said he could not recall whether he had seen the letters before.
173. T&J’s solicitation letters to PPI stated that T&J was “registered in the state of Florida as a 501(c)(4) which enables [it] to receive donations” and claimed that the requested funds were to “help with [T&J’s] voter education programs” and/or a “voter awareness project reaching the underserved in South Florida.”
174. Respondent’s husband said he had “no idea how much voter outreach costs,” what specific activities T&J undertook with the \$725,000.00 that PPI funneled to the organization, or why so much of PPI’s funds went to only one organization. When asked whether any voter outreach actually happened, he responded, “my recollection is that we did not have a requirement that these organizations demonstrate results.”

175. Respondent's husband testified that he did not know where PPI's funding came from, although he was aware that it had hundreds of thousands of dollars in its bank account.
176. The primary source of PPI's funds during the 2022 general election was Petrogaz-Haiti. Petrogaz-Haiti was registered in Florida in 2010. Petrogaz-Haiti received at least \$12,500,000.00 from the Ministry of Economy and Finance of Haiti between July and December 2021. It had no other major source of income in that time period or in 2022.
177. During 2022, out of PPI's approximately \$914,000.00 of incoming funds, \$810,000.00, or about 89 percent, came from Petrogaz-Haiti and/or Petrogaz-Haiti's owner.
178. PPI received its first significant deposit from Petrogaz-Haiti for \$50,000.00 on April 29, 2022. The ISC received evidence that four days prior, on April 25, 2022, Petrogaz-Haiti hosted a reception for Respondent, and that Respondent met personally with the owner of Petrogaz-Haiti and his wife prior to the reception for a "meet and greet" organized by Mr. Joseph. After Respondent became a Member of Congress, the son of Petrogaz-Haiti's owner was a paid intern in Respondent's congressional office at various times in 2023.
179. Respondent's husband testified that he did not know that PPI received funds from Petrogaz-Haiti but acknowledged that the company name "sounds familiar." He also recalled that the son of Petrogaz-Haiti's owner worked in the congressional office.
180. PPI also raised funds from a handful of other sources. In May 2022, PPI deposited a check from a corporation made out to "Progressive People Inc. PAC." Respondent's husband acknowledged that the deposit signature on the check appeared to be his, but did not recall the check and did not know why it referred to the organization as a "PAC." In June 2022, PPI deposited a \$1,000.00 check from an LLC in North Miami, dated April 30, 2022, with the memo line "Sheila Campaign."
181. T&J also raised funds for Respondent's campaign directly. In October 2021, T&J deposited a check for \$500.00 with a memo line "2021 Campaign." In July 2022, T&J deposited a check for \$500.00 with a memo line "Legislative Campaign." Respondent's campaign staff also informed individuals who wanted to contribute to Respondent's campaign that their contributions should be provided to T&J directly.
182. OCC's Referral to the Committee stated in its findings that T&J wired over \$150,000.00 to a graphics and printing vendor for mailers ordered by Respondent's campaign. Those payments were not reported by the campaign as in-kind expenditures.
183. In response to the OCC Referral, Respondent's counsel noted that the Referral did not suggest that Respondent "participated in or was aware of any transactions" between T&J and her campaign vendor.
184. Respondent's husband testified that "the fact that Truth & Justice paid whomever they paid has nothing to do with Progressive People," and that if T&J used the funds that his organization provided to support his wife's campaign, it was without his knowledge.

185.Regarding T&J making expenditures on behalf of Respondent’s campaign, T&J’s director testified that “[e]verything that I signed off for, to my knowledge, was for the campaign.” Consistent with this assertion, he testified that payments from T&J to Individual 1 were “for campaign expenses” and payments to Respondent’s campaign manager were for “consulting on the campaign.” When asked if T&J had ever paid campaign vendors on behalf of Respondent’s campaign, T&J’s director stated “of course.”

186.When Individual 1 was asked about OCC’s allegations that he caused T&J to make payments to a campaign vendor for Respondent’s campaign, he asserted his Fifth Amendment right against self-incrimination.

187.According to bank records, in 2022, T&J paid the following vendors, entities, and individuals who also provided services to Respondent’s campaign:

<b>Recipient of Payment</b>	<b>Total Amount Received in 2022</b>
Vendor 1	\$18,000.00
EC Firm	\$49,000.00
Edwin Cherfilus	\$179,773.00
Vendor 2	\$150,288.64
Vendor 3	\$24,000.00
Leadership in Action PAC	\$177,500.00
Vendor 4	\$4,500.00
Individual 1	\$34,460.76
Vendor 5	\$17,000.00
Individual 4	\$2,850.00
Vendor 6	\$45,000.00
Vendor 7	\$96,760.00
Respondent’s Campaign Manager	\$25,000.00

188.In addition to funding Respondent’s campaign via funds to T&J, PPI also made direct expenditures to vendors who worked for Respondent’s campaign. For example, PPI’s expenditures in 2022 included a \$1,800.00 payment to HSS, Mr. Roos’ company, for “Website Development.” PPI, which is still an active company according to documents filed with the state of Florida, does not currently have a website. Respondent’s husband told the ISC he did not recall the payment.

189.PPI also gave EC Firm \$20,000.00 on December 21, 2022.

#### **F. Errors and Omissions in Reporting of Sheila Cherfilus-McCormick for Congress, Inc.’s Disbursements and Contributions to the FEC**

190.On numerous occasions, Respondent’s campaign committee misreported contributions and expenditures on required FEC filings.

191.Respondent’s original campaign treasurer did not file any reports with the FEC and did not

have access to any campaign committee bank accounts. Mr. Cherfilus, Mr. Roos, and Individual 1 were responsible for Respondent's campaign committee's FEC filings at various points throughout the campaign.

192. All loans received by a campaign committee, including loans from a candidate, must be itemized on the campaign's FEC filings and continuously reported until they are paid off. During the 2021-2022 election campaign, Respondent's campaign committee made numerous reporting errors related to her campaign loans and loan repayments, as described above.
193. Federal campaign finance law requires candidates to report expenditures that exceed \$200.00, or expenditures that aggregate over \$200.00 when added to other disbursements made to the same payee during the same election cycle.
194. Federal campaign finance law requires candidates to report all receipts, including the amount, date, name, and address of the source, subject to certain minimum amounts.
195. During the 2021-2022 election campaign, bank records for Respondent's campaign committee contain over \$275,000.00 in expenditures, excluding unreported payments to Respondent and her entities, that are not reported to the FEC.
196. During the 2021-2022 election campaign, FEC reports for Respondent's campaign committee contain at least \$165,000.00 in disbursements that are not reflected in the campaign committee's bank accounts.
197. The campaign committee misreported disbursements on nearly 170 occasions. Those errors include reporting the incorrect recipient, the incorrect amounts of the disbursement, and/or the incorrect date of the disbursement.
198. Exemplars of the various disbursement reporting errors include the following:
  - a. The campaign committee reported a June 2021 disbursement to a frequently used vendor for \$32,973.00 that is not in the campaign's bank records.
  - b. The campaign committee failed to report a \$12,425.00 disbursement to LIA on July 28, 2021, and failed to report a \$12,425.00 receipt from LIA on August 12, 2021.
  - c. The campaign committee failed to report a May 3, 2021, disbursement for \$6,750.00 and a June 3, 2021, disbursement for \$6,422.37 to AIF for campaign related invoices paid for by SCM Consulting.
  - d. The campaign committee failed to report a September 2021 disbursement for \$30,000.00 to a media advertising vendor.
  - e. The campaign committee reported \$3,538.46 for "legal" to an individual on February 14, 2022. That individual testified she never provided legal services to the campaign.

- f. The campaign committee used Trinity’s office as a campaign office but made no disbursements to Trinity for rent. The campaign committee reported a \$15,000.00 disbursement to EC Firm on June 30, 2021, for “rent.” Bank records indicate that no such payment was made.
- 199. Campaign committees are required to list the name and address of the depository accounts they maintain for depositing receipts and making disbursements. Campaign committees are required to maintain at least one checking account or transaction account at one of their depositories.
- 200. Respondent reported on her Statement of Organization that the campaign bank account was held at Financial Institution 5. Respondent did not produce records corresponding to a campaign account from Financial Institution 5. Financial Institution 5 confirmed that Respondent did not have a campaign account with Financial Institution 5, she only had a personal account that was closed in 2020. Instead, Respondent had four bank accounts at Financial Institution 1 for her campaign during the 2021-2022 campaign cycle. Respondent’s campaign did not disclose that it held accounts at Financial Institution 1 to the FEC until May 19, 2023.
- 201. Campaign committees may maintain a “petty cash fund” for disbursements not in excess of \$100.00 to any person in connection with a single purchase or transaction. A record of all petty cash disbursements must be maintained.
- 202. Campaign bank records show over \$42,000.00 in withdrawals of cash or checks to cash during the 2021-2022 election cycle.
- 203. Respondent has not provided an explanation for any of these inaccuracies, or the numerous errors relating to the reported loans from the candidate. Mr. Roos appears to have made several mistakes on reports filed with the FEC; however, Mr. Roos left the campaign in May 2022 and the errors persisted. Mr. Roos did not provide testimony to the ISC and failed to comply with multiple subpoenas.

#### **IV. RESPONDENT’S CAMPAIGN DURING THE 2023-2024 ELECTION CYCLE**

- 204. Respondent filed a Statement of Candidacy for the 2024 general election on May 19, 2023. However, in April 2024, both the primary and general elections for FL-20 were cancelled because Respondent ran unopposed. Respondent was re-elected and began serving her third term in Congress on January 3, 2025.
- 205. The Committee received two referrals for further review from OCC on September 25, 2023, and May 29, 2024, respectively. Approximately one year after the Committee initiated its investigation into Respondent on September 25, 2024, the campaign committee replaced its treasurer. The campaign hired a professional compliance firm, which took over compliance reporting and treasurer duties.

206. The compliance firm did not conduct an audit of the prior filings and continued to report the candidate loans as previously disclosed, without confirming that the loans were accurately reported.
207. Respondent also did not direct the compliance firm to make corrections to previously filed FEC reports, despite being aware of errors. Although the compliance firm received access to bank accounts that were active when they were filing FEC reports for Respondent's campaign, it took several months to get that access. Some campaign bank accounts were no longer in use, and they never had access to a complete record of bank statements related to prior filings.
208. During the 2023-2024 election cycle, Respondent's campaign utilized three different bank accounts at Financial Institution 1, with Respondent and Mr. Cherfilus as authorized signatories.
209. Respondent's campaign committee reported to the FEC that during the 2023-2024 election cycle, Respondent lent \$5,000.00 to her campaign. This is consistent with the campaign's bank records from Financial Institution 1.
210. Respondent's campaign committee reported to the FEC that during the 2023-2024 election cycle, Respondent's campaign made a total of \$135,000.00 in loan repayments to Respondent over the course of twenty-four repayments. Bank records indicate that the total amount of payments to Respondent during the 2023-2024 cycle was \$138,000.00, including an unreported payment of \$3,000.00 on November 22, 2023. These payments were made to the Joint Account at Financial Institution 1, other than the unreported \$3,000.00 payment, which was made to Respondent's personal account at Financial Institution 2.

## **V. RESPONDENT'S HOUSE FINANCIAL DISCLOSURE REPORTS**

211. Title I of the Ethics in Government Act of 1978 (EIGA), as amended (5 U.S.C. §§ 13101-13111), requires Members, Officers, Candidates, and certain Employees of the House to file FDs with the Clerk of the House.
212. After announcing her candidacy for the 2018 general election, Respondent filed two extension requests regarding her required Candidate FD filing, which resulted in a due date of July 29, 2018.
213. Respondent never filed an FD in relation to the 2018 general election.
214. Respondent filed a Statement of Candidacy for the 2020 general election on October 10, 2019, and her 2020 Candidate FDs were due on November 9, 2019, and May 15, 2020; Respondent did not request any extension of her filing deadlines and did not file any FDs in relation to the 2020 election.
215. Respondent filed a Statement of Candidacy for the 2022 general election on December 31, 2020. Her filing deadline would have been May 15, 2021; Respondent did not file an FD in relation to this candidacy, nor did she request any extension of her filing deadline.

However, Representative Hastings passed away in April 2021, and a special election was held to fill his seat.

216. Respondent's Statement of Candidacy for the special election was filed on June 2, 2021. The deadline to file her Candidate FD for the special election was July 2, 2021.

217. In a statement to the press, Respondent's campaign stated on September 30, 2021, "we are working on the financial disclosure form and have requested an extension in submitting it." Respondent never requested an extension of the filing deadline regarding her 2022 special election Candidate FD. In correspondence from November 19, 2021, between Respondent, Individual 1, and Mr. Cherfilus, Individual 1 stated, "[N]o record can be found of a candidate who's not yet a member being disciplined for withholding the required pre-election disclosure."

218. On December 22, 2021, after she won the Democratic primary for the special election, Respondent filed an FD covering January 1, 2020, through November 30, 2021.

219. Respondent won the special election on January 11, 2022, and was sworn in on January 18, 2022.

220. On January 31, 2022, Respondent was informed her 2018 and 2019 Candidate FDs were overdue but she did not file these FDs.

221. Respondent was granted an extension to file her New Filer Report, which covered January 1, 2020, through December 31, 2021, and timely filed it on August 12, 2022.

222. Respondent won reelection on November 8, 2022.

223. Respondent was granted an extension to file her Annual FD covering 2022 and filed it a day late on August 14, 2023.

224. Respondent likewise requested an extension to file her Annual FD covering 2023; this time, she timely filed it.

225. Respondent further requested an extension to file her Annual FD covering 2024; this FD was also timely filed.

226. Respondent's FDs filed between 2021 and 2023 were prepared with the assistance of an outside law firm. Respondent personally signed each of her FDs.

227. On her FDs, Respondent reported receiving an income of \$86,000.00 from Trinity for both 2020 and 2021. This is generally consistent with the 2020 and 2021 W-2 tax records she received from Trinity for those years.

228. Respondent additionally disclosed a series of "consulting fees" for 2021, specifically:

- a. \$111,720.00 from Trinity
- b. \$500,000.00 from EC Firm
- c. \$5,745,792.96 from SCM Consulting

229. Respondent stated on her FDs that the consulting fees included “profit sharing fees received for work” from Trinity. Respondent has publicly stated that this “represented years of profit-sharing that she was owed” by Trinity. Respondent and Trinity did not identify any agreement indicating Respondent or SCM Consulting was entitled to consulting fees or profit-sharing fees, nor could either party produce any document indicating that SCM Consulting in fact consulted for Trinity.
230. There were various inconsistencies between the income Respondent reported on her FDs, what was reported on tax records, and what bank records show.
231. On her 2021 tax filing, Respondent indicated that she made \$2,169,607.00 in other income, of which \$1,779,882.00 was from SCM Consulting, \$278,005.00 was from EC Firm, and \$111,720.00 was from Trinity.
232. According to the Form 1099-NEC for SCM Consulting from Trinity for 2021, SCM Consulting received \$6,399,936.96 in 2021. Respondent’s tax filing shows Trinity was SCM Consulting’s only client in 2021. Respondent reported receiving \$6,399,936.96 from Trinity but asserted that she incurred \$4,090,291.00 in other expenses that reduced her income to \$1,779,882.00; those expenses were reported to be almost entirely for consulting fees but also included bank fees and software expenses. Respondent did not produce any records showing SCM Consulting engaged other consulting firms, and bank records likewise do not indicate payments to consulting firms for purposes other than her campaign. Respondent also reduced her tax liability by writing off \$1,200,000.00 in charitable contributions that are not reflected in her bank records.
233. The Indictment charged Respondent and her tax preparer with Conspiracy to Make a False and Fraudulent Statement on a Tax Return and Aiding and Assisting a False and Fraudulent Statement on a Tax Return in connection with several of the reported figures described above.
234. According to bank records, SCM Consulting received a total of \$4,439,936.96 from Trinity in 2021, and Respondent directly received a total of \$2,297,360.00 from Trinity in 2021, excluding her regular salary. Respondent deposited checks from Trinity into her personal bank accounts or the SCM Consulting bank account interchangeably, and the checks themselves indicated a variety of purposes. For example, Respondent deposited three checks for “payroll” into the SCM Consulting account; two were deposited on May 14, 2021, and the third on June 11, 2021, each for \$14,280.00. An August 11, 2021, check to SCM Consulting for \$2,400,936.96 deposited in the company’s account at Financial Institution 1 was for “project payment.” Separately, a May 27, 2021, check for \$25,000.00 made out to cash from Trinity and deposited by Respondent into SCM Consulting’s bank account at Financial Institution 1 indicated the payment related to a “50K advance to SCM Group.”

235. Respondent reported a 50 percent ownership interest in EC Firm on her FDs and in her tax filings. Respondent's tax filing indicated her income from EC Firm in 2021 was \$278,005.00.
236. According to bank records, EC Firm received a total of \$823,494.91 from Trinity in 2021, including checks written to Mr. Cherfilus deposited directly with EC Firm, and \$673,354.89 in funds from SCM Consulting. Several of the checks deposited to this account from Trinity were made out to Mr. Cherfilus, including an August 11, 2021, check for \$190,894.91 for "project payment."
237. Trinity maintained a spreadsheet that purported to track the hourly pay of recipients of FDEM funds. The spreadsheet listed SCM Consulting and EC Firm as being paid at a rate of \$40.00 per hour. Based on the total amount Trinity recorded paying to SCM Consulting on its Form 1099, nearly \$6,400,000.00, Respondent would have had to work over 150,000 hours (17 years), to earn SCM Consulting's "consulting" income alone. As all of the funds SCM Consulting received from Trinity were just in 2021, even assuming Respondent worked every hour of 2021, her hourly rate would be approximately \$730.00 per hour (over eighteen times higher than the rate reported by Trinity, and over eight times more than the highest paid rate of \$90.00 per hour). Mr. Cherfilus testified that Respondent received nearly \$6,400,000.00 based "on the profit-sharing percentage."
238. Individuals required to file FDs with the House are required to disclose the value of any ownership interest. For purposes of FDs, an "ownership interest" is an ownership stake in a business or company, including, but not limited to, limited liability companies.
239. Respondent did not accurately report the value of her 50 percent interest in EC Firm. Respondent reported an asset value of \$100,001-\$250,000 for her 50 percent ownership of EC Firm. At the end of November 2021, EC Firm held less than \$100,001 in total assets; at year-end EC Firm had over \$587,260.00 in total assets. If Respondent mistakenly based the value of her 50 percent interest in EC Firm on the total profits for "consulting" from Trinity or her profit listed in EC Firm's tax filing, her share would be valued at \$411,747.46, or \$345,290.00, respectively.
240. Respondent did not accurately report the value of her 100 percent interest in SCM Consulting. Respondent reported an asset value of \$250,001-\$500,000 on both FDs. At the end of both reporting periods, however, SCM Consulting held less than \$250,001 in total assets. If Respondent mistakenly based the value of her interest in SCM Consulting on the total profits for "consulting and profit sharing fees" from Trinity, the value of SCM Consulting would be over \$4,000,000.00.
241. Individuals required to file FDs with the House are required to report transactions exceeding \$1,000.00.
242. Respondent did not list her sale of her interest in EC Firm on Schedule B (Transactions).
243. Individuals who are required to file FDs with the House are required to disclose, among other

accounts, all interest-bearing checking and savings accounts held by the individual, their spouse, or dependent children for which the aggregate value of the accounts is over \$5,000.00 at the end of the reporting period and for which the financial institution has a cash value of more than \$1,000.00. Individuals who are required to file FDs with the House are also required to disclose any account that generated more than \$200.00 interest during the reporting period regardless of the value at the end of the reporting period.

244. Respondent did not disclose interest-bearing accounts at Financial Institutions 1 and 2 that held over \$1,000.00 on Schedule A (Assets and “Unearned” Income) on her FDs, despite holding reportable accounts each filing period.

## **VI. VOLUNTARY SERVICES PROVIDED TO CONGRESSIONAL OFFICE**

245. Respondent was sworn in as a Member of Congress on January 18, 2022.

246. Respondent’s congressional office used the services of Individual 1 from approximately January 2022 through June 2022. Individual 1 was not paid with funds from the Members’ Representational Allowance (MRA) for his work on behalf of the congressional office.

247. In response to OCC’s Referral, Respondent’s counsel asserted: “The newly elected Representative and her novice staff turned to Individual 1 as a trusted and knowledgeable source to seek advice on media activities they themselves were not experienced in navigating. The office was caught unaware that seeking advice from a trusted individual could be construed as a violation of House rules.”

248. Respondent was, or should have been, aware that volunteers are not allowed to perform official work. In her New Member Orientation, Respondent was informed that staff could not perform official work for free. In February 2022, a staffer in Respondent’s congressional office was reminded of the restriction on volunteer services by Committee staff.

249. Individual 1 testified that he “volunteered” for the congressional office. Multiple congressional staffers understood Individual 1 was volunteering with the congressional office. One staffer testified that she “didn’t really understand his role, whether he was official staff or solely a campaign person” because “[i]t was just too involved and engaged in the day-to-day affairs of the congressional office.”

250. Individual 1’s involvement in official activities went far beyond providing advice. He was heavily involved in the production and airing of franked television public service announcements (PSAs), mailers, emails, and radio ads from Respondent’s congressional office and served as a go-between for the office and various media outlets.

251. Individual 1 coordinated at least two franked videos that aired in southern Florida in June 2022. He contacted congressional staff to plan the videos and give the files to the House Communications Standards Commission (CSC) for franking approval. Individual 1 also requested rates and placed the videos with television stations on behalf of the congressional office, provided forms requested by the television stations, collected W-9 forms from the

television stations and provided these to the congressional office for billing, and corresponded with congressional staff regarding payment to these television stations.

252. The franked videos also used content from a subscription service paid for by LIA, the Florida state PAC for which Individual 1 was executive director.
253. Respondent was aware that Individual 1 was involved with the franked videos. In a May 31, 2022, text exchange with a staffer and Individual 1, Respondent actively responded while Individual 1 messaged her regarding the videos, including about obtaining approval from the CSC.
254. Individual 1 assisted with at least two mailers sent by the congressional office in 2022. In March 2022, he emailed PDF and text copies of a newsletter to Respondent, who shared them with her congressional staff. The newsletter stated it was “paid for by official funds authorized by the U.S. House of Representatives.” Individual 1 also contacted congressional staff to determine whether the newsletter was frankable and to discuss payments to a vendor for the newsletter. The March 2022 newsletter was also sent as an email; Individual 1 gave congressional staff a list of 20,000 email addresses of individuals in Broward and Palm Beach counties. In May 2022, Individual 1 instructed congressional staff to make edits to a mailer and corresponded with the vendor regarding printing, providing files, and coordinating where the mailers would be sent.
255. Individual 1 also assisted the congressional office with franked radio advertisements, including a March 2022 PSA campaign for which he obtained pricing information, collected the vendor’s W-9 form, and provided contact information to congressional staff. The radio advertisement aired the week of March 18, 2022.
256. The CSC approved each of the proposed communications. Individual 1 never communicated with CSC directly; instead, he corresponded directly with Respondent’s staffers, and, in some instances, Respondent was involved in those discussions.
257. For each of the franked communications, Respondent’s congressional office reported corresponding disbursements from the MRA to the relevant vendors. This includes \$76,487.50 to television stations for the franked videos, \$97,308.66 to Vendor 2 for the franked mailers, and \$5,043.00 to another vendor for the franked radio advertisement.
258. Individual 1 testified that he “got a commission on everything [he] did with [Vendor 2],” one of the vendors used for the franked communications. For example, on March 14, 2022, Vendor 2 emailed Individual 1 pricing for printing and mailing totaling \$11,212.00 and \$3,525.00, respectively. Individual 1 responded on March 14, 2022, to ask whether the pricing included the “20% addition.” Vendor 2 stated, “No it doesn’t include anything for you.” The next day, March 15, 2022, Vendor 2 said, “FYI, if you want 20%” the prices for printing and mailing would be \$14,015.00 and \$4,406.00, respectively. On March 24, 2022, Individual 1 provided a copy of an invoice and the franked communication to a congressional staffer, stating, “We are good to go. Please submit so we can get the check as soon as possible.” The invoice was billed to “Rep. Sheila Sherfilus-McCormick [sic]” at her office

in Rayburn House Office Building and the total prices reflected the 20 percent commission for Individual 1. Vendor 2 provided records to the Committee, including six invoices matching MRA disbursements to Vendor 2 between March 30, 2022, through June 13, 2022, totaling \$97,308.66. Vendor 2 informed the ISC that after each disbursement from the MRA, “[Vendor 2] sent [Individual 1] a check” representing 20 percent of each disbursement.

259. Individual 1’s involvement in the congressional office also went beyond franked communications. He aided in drafting Respondent’s House biography, was involved in discussions regarding Respondent’s official schedule, assisted in planning or preparing for official events, handled media requests, drafted media statements on official activities, drafted a list of priorities for Respondent’s committee work, reviewed legislative language, and worked on setting up a “mobile office.” As discussed further below, he was also involved in community project funding appropriations requests.

## **VII. SPECIAL FAVORS IN CONNECTION WITH COMMUNITY PROJECT FUNDING REQUESTS**

260. Respondent showed interest in Community Project Funding (CPF) as early as November 2021, when a campaign staffer provided research on how to “get earmarks in bills.”

261. For Fiscal Year 2023 (FY23), Members could submit CPF requests beginning on April 4, 2022. The submission deadlines varied by subcommittee of the House Appropriations Committee (Appropriations) and fell between April 27, 2022, and April 29, 2022.

262. Members were limited to 15 CPF requests and were required to certify that neither they nor their immediate families had any financial interest in the projects they submitted. Members were also asked to provide Appropriations with priority rankings for their submitted CPF requests.

263. On December 29, 2022, the 2023 Consolidated Appropriations Act, which contained the FY2023 CPF, was signed into law. CPF funds were distributed thereafter.

### **a. Michael Joseph**

264. Mr. Joseph, then a North Miami Beach commissioner, was a “supporter” and friend of Respondent’s who helped fundraise for her campaign.

265. From February 22, 2022, to December 16, 2024, Mr. Joseph served as treasurer of Respondent’s Leadership PAC, Protecting Democracy. Protecting Democracy reported to the FEC that it received \$13,300.00 in contributions and made \$5,000.00 in disbursements between July 2022 to October 2024. Protecting Democracy’s bank statements show that some contributions were not reported or were misreported.

266. On April 12, 2022, a legislative staffer attended a meeting in the campaign office with Individual 1 and Mr. Joseph. The legislative staffer understood the purpose of the meeting to be “to tell [the staffer] which projects [] had to be submitted [to] [A]ppropriations.”

267. Mr. Joseph and Individual 1 “ordered” the legislative staffer to submit the following CPF requests to Appropriations:

<b>Organization</b>	<b>Project Name</b>	<b>Amount Requested</b>
Catholic Charities of the Archdiocese of Miami, Inc.	Housing Stability and Homelessness Prevention	\$3,860,461.00
Community Brainstorming Alliance, Inc.	Financial Literacy X Creative Mindset	\$1,700,000.00
Haitian Lawyers Association (HLA)	HLA’s Community Outreach	\$2,500,000.00
Hemp4Water Inc.	Stop the Algae	\$5,000,000.00
MorseLife Health System	Economically Depressed Region of Palm Beach County	\$500,000.00
Spearhead Affordable Homes of Florida	Washington Park Broward County	\$5,000,000.00

268. On April 25, 2022, the legislative staffer emailed Respondent a chart containing CPF requests from “organizations [Respondent] wanted funded” and “organizations [the legislative staffer] thought were worthy.” Two entries in the chart had “Mike” written next to them to indicate that those were projects recommended by Mr. Joseph and Individual 1, according to the staffer.

269. Underneath the chart were four additional projects under the heading “Recommended by Mike,” also referring to Mr. Joseph, because the legislative staffer “wanted to be very clear that those were recommended by [Individual 1] and Mike.” Two of those organizations and/or projects were noted as being located outside of Respondent’s district.

270. The legislative staffer researched one of the recommended projects and found that “the owner of the website had just launched this website to do this project” and “[t]here were a number of grammatical errors on the letters of recommendation that were submitted.” She informed Respondent that the project looked “fictitious” and recommended that Respondent not submit it. Respondent did not submit that particular CPF request to Appropriations.

271. The legislative staffer also recommended that Respondent not submit another recommended CPF request “because it did not meet the requirements.” She explained to Respondent that if a CPF request is submitted to Appropriations and rejected, Respondent would not be able to replace it with another request.

272. After finding out that the legislative staffer had not recommended some of his projects, Mr. Joseph called Respondent’s then-Deputy Chief of Staff to complain. Later that day, Respondent called the legislative staffer and informed her that Mr. Joseph was Respondent’s friend, he “was not going anywhere,” and that she needed to apologize to Mr. Joseph.

273. Respondent submitted 15 CPF requests to Appropriations. Three of these requests were projects identified by Mr. Joseph and Individual 1.
274. Respondent disregarded the legislative staffer's recommendation regarding one of the projects recommended by Mr. Joseph and instructed her to submit the request to Appropriations, which she did. It was not accepted for consideration by Appropriations because it did not meet the criteria.
275. Respondent also submitted the two projects recommended by Mr. Joseph that the legislative staffer included on her list of "worthy" projects, both of which were accepted and ultimately received funding grants.

**b. Foundation 1 CPF**

276. In 2022 and 2023, Individual 3 was President or CEO of Entity 1, d/b/a Entity 2, and Foundation 1.
277. At Respondent's direction, on February 4, 2022, a legislative staffer contacted Individual 3 regarding the CPF process. Respondent asked the legislative staffer to reach out because "it was a priority for [Respondent] to make sure that they understand the process and they do submit a request." Respondent did not ask the legislative staffer to pre-emptively reach out to anyone else regarding the CPF process. Individual 3 testified he did not remember anyone from the congressional office reaching out to him regarding CPFs.
278. Foundation 1 timely submitted a CPF request for \$5,000,000.00 for tablets for telemedicine (the Foundation 1 CPF request). Respondent treated the Foundation 1 CPF request differently than other requests; for example, Respondent frequently texted the legislative staffer about the Foundation 1 CPF request and asked that the legislative staffer e-mail her the final submitted Foundation 1 CPF application.
279. On April 26, 2022, Respondent informed the legislative staffer that she wanted to submit the Foundation 1 CPF request to Appropriations. On the CPF priority list submitted to Appropriations, Respondent ranked the Foundation 1 CPF request sixth. The Foundation 1 CPF request was accepted by Appropriations and Foundation 1 was ultimately awarded \$2,200,000.00.
280. Individual 3 testified that he was "not too confident" that the Foundation 1 CPF request would be awarded and that he had not received any promises from Respondent related to whether the Foundation 1 CPF request would be accepted.
281. On June 20, 2022, Respondent's campaign reached out to Entity 2 regarding utilizing their text messaging services on behalf of the campaign. Entity 2 first sent a text on behalf of the campaign on June 24, 2022, with an 8-week text campaign expected to follow. Ultimately, Respondent's campaign utilized Entity 2's services for at least four months in 2022 (June, July, August, and November) and again in September 2023.

282. Respondent's campaign has not made any disbursements to Entity 2 or any other company related to Individual 3.
283. Beginning with its July 2024 quarterly report, Respondent's campaign reported owing a \$4,500.00 debt to Entity 2 for Multimedia Messaging Services.
284. Respondent's congressional office also utilized Entity 2 for Multimedia Messaging Services from February through November 2023. Respondent's office has paid Entity 1 a total of \$50,000.00 (at a flat rate of \$5,000.00 per month) in official MRA funds for unlimited multimedia messaging.

## **ALLEGED VIOLATIONS**

### ***Campaign Finance-Related Violations***

285. According to the *House Ethics Manual (Ethics Manual)*, "a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual's own authorized campaign committee or, for example, a 'leadership PAC' – operates in compliance with applicable law."

286. The *Ethics Manual* further states:

While [FECA] and other statutes on campaign activity are not rules of the House, Members and employees must also bear in mind that the House Rules require that they conduct themselves 'at all times in a manner that shall reflect creditably on the House' (House Rule 23, clause 1). In addition, the Code of Ethics for Government Service, which applies to House Members and staff, provides in ¶ 2 that government officials should '[u]phold the Constitution, laws and legal regulations of the United States and of all governments therein and never be a party to their evasion.' Accordingly, in violating FECA or another provision of statutory law, a Member or employee may also violate these provisions of the House rules and standards of conduct.

287. House Rule XV, clause 5 prohibits House Members and staff from accepting any gift except as specifically provided in the Rule. One of the gifts that Members and staff may accept under a provision of the rule (clause 5(a)(3)(B)) is "[a] contribution, as defined in section 301(8) of [FECA] that is lawfully made under that Act." Accordingly, acceptance of an unlawful contribution under FECA may be acceptance of an improper gift in violation of House Rules.

288. 52 U.S.C. § 30125(e)(1)(A) provides:

A candidate, individual holding Federal office, agent of a candidate or an individual holding Federal office, or an entity directly or indirectly established, financed, maintained or controlled by or acting on behalf of 1

or more candidates or individuals holding Federal office, shall not—

(A) solicit, receive, direct, transfer, or spend funds in connection with an election for Federal office, including funds for any Federal election activity, unless the funds are subject to the limitations, prohibitions, and reporting requirements of this Act.

289.52 U.S.C. § 30116(a)(1)(A) provides, “no person shall make contributions [] to any candidate and his authorized political committee with respect to any election for Federal office, which, in the aggregate” exceeds a statutorily proscribed amount. In the 2022 election, the federal contribution limit was \$2,900.00. In the 2024 election, the federal contribution limit was \$3,300.00.

290.52 U.S.C. § 30116(a)(7)(B) provides, “expenditures made by any person in cooperation, consultation, or concert, with, or at the request or suggestion of, a candidate, his authorized political committees, or their agents, shall be considered to be a contribution to such candidate.”

291.52 U.S.C. § 30122 provides, “[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person.”

292. The FEC is an independent regulatory agency within the executive branch of the United States Government whose purpose is to enforce campaign laws in United States federal elections.

293. Candidates for federal office are generally permitted to make unlimited contributions to their campaigns from “personal funds.” See 11 C.F.R. § 110.10. According to 11 C.F.R. § 100.33 and 52 U.S.C. § 30101(26), personal funds of a candidate include:

(a) *Assets*. Amounts derived from any asset that, under applicable State law, at the time the individual became a candidate, the candidate had legal right of access to or control over, and with respect to which the candidate had—

- (1) Legal and rightful title; or
- (2) An equitable interest;

(b) *Income*. Income received during the current election cycle, of the candidate, including:

- (1) A salary and other earned income that the candidate earns from bona fide employment;
- (2) Income from the candidate’s stocks or other investments including interest, dividends, or proceeds from the sale or liquidation of such stocks or investments;
- (3) Bequests to the candidate;
- (4) Income from trusts established before the beginning of the election cycle;

- (5) Income from trusts established by bequest after the beginning of the election cycle of which the candidate is the beneficiary;
- (6) Gifts of a personal nature that had been customarily received by the candidate prior to the beginning of the election cycle; and
- (7) Proceeds from lotteries and similar legal games of chance; and

(c) *Jointly owned assets.* Amounts derived from a portion of assets that are owned jointly by the candidate and the candidate's spouse as follows:

- (1) The portion of assets that is equal to the candidate's share of the asset under the instrument of conveyance or ownership; provided, however,
- (2) If no specific share is indicated by an instrument of conveyance or ownership, the value of one-half of the property.

294.11 C.F.R. § 100.52(a) provides, “[a] gift, subscription, loan (except for a loan made in accordance with 11 CFR 100.82 and 100.83), advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office is a contribution.” The term “anything of value” includes all in-kind contributions.

295.11 C.F.R. § 104.3(a)(3)(vii)(B) provides, “[a]n authorized committee of a candidate for Federal office shall report the total amount of receipts received during the reporting period and, except for itemized and unitemized breakdowns, during the election cycle . . .” for “[l]oans made, guaranteed, or endorsed by a candidate to his or her authorized committee . . . .”

296.11 C.F.R. § 104.3(a)(4)(i) provides each report must disclose:

Each person, other than any political committee, who makes a contribution to the reporting political committee during the reporting period, whose contribution or contributions aggregate in excess of \$200 per calendar year (or per election cycle in the case of an authorized committee), together with the date of receipt and amount of any such contributions, except that the reporting political committee may elect to report such information for contributors of lesser amount(s) on a separate schedule.

297.11 C.F.R. § 104.3(b) provides, “[e]ach report filed under § 104.1 shall disclose the total amount of all disbursements for the reporting period and for the calendar year (or for the election cycle, in the case of an authorized committees) and shall disclose the information set forth at paragraphs (b)(1) through (b)(4) of this section.”

298.11 C.F.R. § 104.3(d) provides, “[e]ach report filed under 11 CFR 104.1 shall, on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee” and the FEC’s Campaign Guide for Congressional Candidates and Committees (2014) states that “[d]ebts and obligations must be reported continuously until repaid.”

- 299.11 C.F.R. § 109.20 provides, “[a]ny expenditure that is coordinated within the meaning of paragraph (a) of this section [regarding communications] . . . is either an in-kind contribution to, or a coordinated party expenditure with respect to, the candidate or political party committee with whom or with which it was coordinated and must be reported as an expenditure made by that candidate or political party committee . . . .”
- 300.11 C.F.R. § 300.61 provides, “[n]o [Federal candidate or officeholder] shall solicit, receive, direct, transfer, spend, or disburse funds in connection with an election for Federal office, including funds for any Federal election activity . . . unless the amounts consist of Federal funds that are subject to the limitations, prohibitions, and reporting requirements of the Act.”
- 301.52 U.S.C. § 30114(b) prohibits the conversion of campaign funds to personal use. Under FEC regulations implementing FECA’s prohibition on the personal use of campaign funds, a third party’s payment of a candidate’s expenses that would otherwise be deemed a personal use is considered a contribution by the third party unless the payment would have been made “irrespective of the candidacy.” 11 C.F.R. § 113.1(g).
- 302.A false representation is made knowingly and willfully where “the defendant acted deliberately and with knowledge that the representation was false.” This conclusion may be inferred where there is an “elaborate scheme for disguising [the] corporate political contributions.” *United States v. Hopkins*, 916 F.2d 207, 214–15 (5th Cir. 1990) (“The jury was entitled to infer from the defendants’ elaborate scheme for disguising their corporate political contributions that the defendants deliberately conveyed information they knew to be false to the Federal Election Commission.”).

**COUNT 1: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Conduit Funds from Trinity Health Care Services, LLC*

- 303.Paragraphs 16 through 67, 104 through 107, and 285 through 302 are incorporated by reference as if fully set forth herein.
- 304.Between March 20, 2021, and September 6, 2024, Respondent made \$6,014,325.39 in loans to her campaign committee according to bank records for her personal and SCM Consulting bank accounts held at Financial Institution 1 and Financial Institution 2.
- 305.Respondent did not have sufficient personal funds with which to make these loans. Respondent’s historical annual salary from Trinity was approximately \$86,000.00. Respondent’s company, SCM Consulting, did not exist prior to 2021.
- 306.Trinity received \$14,355,778.28 from FDEM. Trinity was not entitled to at least \$5,778,316.45 in funds from FDEM. Respondent and her single-member LLC, SCM Consulting, received at least \$6,682,776.96 from Trinity in 2021, excluding payments from Trinity for Respondent’s salary.

307. There are no agreements or other evidence indicating Respondent had a legal title or equitable interest in the funds Trinity received from FDEM outside of her salary in her role as CEO of Trinity.
308. The timing and flow of funds transferred from Trinity to Respondent and SCM Consulting indicate the funds were transferred for the purpose of financing Respondent's election campaign.
309. Respondent's ability to make loans to her campaign was based on money obtained from Trinity to which she was not entitled.
310. Respondent thus caused her campaign to receive significant excessive corporate contributions from Trinity, falsely reported as personal contributions from the candidate, in violation of campaign finance laws and regulations.
311. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.
312. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 2: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Improper Contributions Falsely Reported as Personal Loans*

313. Paragraphs 16 through 67, 84 through 86, 104 through 107, and 285 through 312 are incorporated by reference as if fully set forth herein.
314. Between June 1, 2021, and May 11, 2022, Respondent's campaign committee received \$208,828.00 in contributions made by Trinity and EC Firm (after Respondent's Separation Agreement) in support of her campaign and in excess of the contribution limits and in violation of restrictions on corporate contributions. Respondent knew that these transfers of funds to the campaign committee were used in support of the campaign or to create the appearance of a financially strong campaign.
315. Respondent falsely reported \$100,007.00 of these contributions as personal loans of the candidate. Respondent's campaign did not report the remaining contributions made by Trinity and EC Firm (after Respondent's Separation Agreement).
316. Respondent's campaign committee improperly reported these contributions as loans on some or all of 60 reports filed with the FEC.

317. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

318. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 3: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Failure to Properly Disclose Loans Obtained in Support of Campaign*

319. Paragraphs 16 through 67 and 285 through 318 are incorporated by reference as if fully set forth herein.

320. Between September 29, 2021, and March 2, 2023, Respondent's campaign committee did not disclose to the FEC at least \$903,000.00 in loans made by Respondent in support of her campaign.

321. Respondent's campaign committee falsely stated that she made \$493,793.56 in personal loans when the reported loans had not been made. These loans were improperly reported to the FEC on some or all of 60 reports filed with the FEC.

322. Respondent knew that these transfers of funds to the campaign committee were used in support of the campaign or to create the appearance of a financially strong campaign.

323. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

324. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditability upon the House and violated House Rule XXIII, clause 1.

**COUNT 4: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Failure to Disclose Payments from the Campaign to Respondent*

325. Paragraphs 68 through 79, 210, and 285 through 302 are incorporated by reference as if fully set forth herein.

326. Between June 28, 2021, and November 22, 2023, Respondent's campaign committee failed to disclose \$315,928.00 in loan repayments to Respondent. Respondent did not take any steps to correct the failure to report these repayments.

327.By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

328.By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 5: Failure to Uphold the Laws and Regulations of the United States**

*Acceptance of Improper Campaign Contributions from Edwin Cherfilus*

329.Paragraphs 80 through 89 and 285 through 302 are incorporated by reference as if fully set forth herein.

330.Respondent’s campaign committee received improper contributions from Mr. Cherfilus, paid either directly to the campaign or to campaign vendors on behalf of the campaign.

331.Respondent’s campaign further benefited from funds Mr. Cherfilus gave to PACs that made payments to campaign vendors on behalf of Respondent’s campaign.

332.The funds from Mr. Cherfilus were not properly reported to the FEC and were in excess of contribution limits.

333.By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC’s implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Service.

**COUNT 6: Failure to Uphold the Laws and Regulations of the United States**

*Acceptance of Improper Contributions from Respondent’s Sister*

334.Paragraphs 80, 90 through 103, and 285 through 302 are incorporated by reference as if fully set forth herein.

335.Respondent and/or her campaign benefited from funds Respondent’s sister gave to PACs that made payments to campaign vendors on behalf of Respondent’s campaign and paid for the Pre-Swearing-In Event .

336.Respondent’s campaign further benefited from a straw donor contribution from Ms. LeBlanc, paid for by Respondent’s sister.

337.The funds from Respondent’s sister were not properly reported to the FEC and were in excess of contribution limits.

338.By engaging in the conduct described above, Respondent failed to uphold the laws and

regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Service.

**COUNT 7: Failure to Uphold the Laws and Regulations of the United States**

*Acceptance of Improper Campaign Contributions from Nadege LeBlanc*

339. Paragraphs 80, 90 through 103, and 285 through 302 are incorporated by reference as if fully set forth herein.
340. Respondent's campaign benefited from funds Ms. LeBlanc gave to NHAEON PAC that were used to make payments to campaign vendors on behalf of Respondent's campaign.
341. The funds from Ms. LeBlanc were not reported to the FEC and were in excess of contribution limits.
342. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Service.

**COUNT 8: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Conduit Funds from Petrogaz-Haiti, S.A., LLC*

343. Paragraphs 80, 153 through 189, and 285 through 302 are incorporated by reference as if fully set forth herein.
344. From April 29, 2022 (four days after a "meet and greet" with Respondent), to October 18, 2022, Petrogaz-Haiti and its owner transferred \$810,000.00 to PPI, an organization controlled by Respondent's husband and the treasurer of her Leadership PAC. PPI funneled the majority of those funds to T&J, an organization controlled by Respondent's senior campaign advisor, and T&J spent those funds for the benefit of Respondent's campaign.
345. There are no agreements or other evidence indicating Respondent was entitled to any funds from Petrogaz-Haiti, PPI, or T&J; nor were any designated as an entity that could make expenditures on behalf of a federal campaign.
346. The funds from Petrogaz-Haiti were clearly provided for the purpose of financing Respondent's election campaign and thus constitute an impermissible corporate contribution. Respondent's campaign would not have had sufficient funds to pay the vendors paid with funds originating from Petrogaz-Haiti on the campaign's behalf.
347. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics

for Government Services.

348. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 9: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Acceptance of Improper Campaign Contributions from Leadership in Action PAC (LIA)*

349. Paragraphs 80, 108 through 124, and 285 through 302 are incorporated by reference as if fully set forth herein.

350. Respondent's campaign committee received improper contributions from LIA, paid to campaign vendors and staff on behalf of the campaign, in coordination with the campaign.

351. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Service.

**COUNT 10: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Acceptance of Improper Campaign Contributions from Haitian American Votes PAC (HAV PAC)*

352. Paragraphs 80, 137 through 143, and 285 through 302 are incorporated by reference as if fully set forth herein.

353. Respondent's campaign committee received unreported in-kind contributions from HAV PAC in excess of contribution limits through payments HAV PAC made to campaign vendors on behalf of the campaign, including after Respondent became a Member of Congress.

354. By engaging in the conduct describe above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Service.

355. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 11: Failure to Uphold the Laws and Regulations of the United States**

*Acceptance of Improper Contributions from NHAEON*

356. Paragraphs 80, 125 through 136, and 285 through 302 are incorporated by reference as if fully set forth herein.

357. Respondent and/or her campaign received unreported in-kind contributions from NHAEON in excess of contribution limits through payments NHAEON made to vendors on behalf of the campaign and/or for the benefit of Respondent.
358. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Service.

**COUNT 12: Failure to Uphold the Laws and Regulations of the United States**

*Acceptance of Improper Campaign Contributions from NHAEON Progressive Political Action Committee*

359. Paragraphs 80, 128 through 136, and 285 through 302 are incorporated by reference as if fully set forth herein.
360. Respondent's campaign committee received unreported in-kind contributions from NHAEON PAC in excess of contribution limits through payments NHAEON PAC made to campaign vendors on behalf of the campaign, including after Respondent became a Member of Congress.
361. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Service.

**COUNT 13: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Additional Reporting Errors Related to Campaign Contributions and Disbursements*

362. Paragraphs 190 through 210 and 285 through 302 are incorporated by reference as if fully set forth herein.
363. From September 29, 2021, to August 19, 2022, Respondent's campaign improperly reported over a dozen payments designated as loans to the campaign not already described in the above counts. These errors included reporting the incorrect amount and/or date of the loan and improperly consolidating individual loans made on separate dates.
364. Between July 2, 2021, and October 21, 2022, Respondent's campaign committee improperly reported three loan repayments not described in the above counts. These errors included reporting cash withdrawals that could not be identified as deposited in Respondent's bank accounts as loan repayments and incorrect repayment amounts.
365. Respondent's campaign committee made numerous other reporting errors including: failing to report disbursements that were actually made; reporting disbursements that were not made; improperly reporting disbursements; improperly reporting receipts; failing to report

expenditures by Respondent as campaign expenses; failing to report in-kind contributions; and filing reports with the FEC containing those errors.

366. Respondent did not take any meaningful steps to correct these reporting errors, or provide her new compliance firm with sufficient records or direction to make corrections.

367. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

368. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 14: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*False Reports Filed with the FEC*

369. Paragraphs 43 through 210 and 285 through 368 are incorporated by reference as if fully set forth herein.

370. Respondent's campaign committee filed at least 60 reports with the FEC containing inaccurate information between December 30, 2021, and April 15, 2025. Respondent knew or should have known that these reports were not accurate.

371. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of FECA and the FEC's implementing regulations, and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

372. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 15: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Money Laundering – Trinity Funds*

373. Paragraphs 16 through 189, 285 through 342, and 349 through 361 are incorporated by reference as if fully set forth herein.

374. 18 U.S.C. § 1957 provides, "[w]hoever . . . knowingly engages or attempts to engage in a monetary transaction in criminally derived property of a value greater than \$10,000 and is derived from specified unlawful activity, shall be punished as provided in subsection (b)."

375. Trinity received millions of dollars in funds from FDEM to which it was not entitled.

Respondent and Mr. Cherfilus caused those funds to be transferred to various bank accounts at Financial Institution 1 and Financial Institution 2 in their names and their companies' names. Those funds were then transferred to Respondent's campaign bank accounts at Financial Institution 1 or used by Respondent and Mr. Cherfilus on personal or campaign expenses.

376. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

377. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 16: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*Money Laundering – Petrogaz-Haiti S.A., LLC Funds*

378. Paragraphs 80, 153 through 189, 285 through 302, 343 through 348, and 374 are incorporated by reference as if fully set forth herein.

379. Petrogaz-Haiti funneled impermissible corporate contributions to Respondent's campaign. Respondent's closest advisors and husband set up PPI and T&J as shell companies to conceal the source of the funds used to make significant expenditures for the benefit of Respondent's campaign.

380. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

381. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 17: Conduct that Does Not Reflect Creditably on the House and Failure to Uphold the Laws and Regulations of the United States**

*False Statements*

382. Paragraphs 43 through 210 and 285 through 381 are incorporated by reference as if fully set forth herein.

383. 18 U.S.C. § 1001(a)(3) provides, "whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully . . . makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry . . . shall be fined under this

title . . . .”

384. Respondent had knowledge that some or all information identified as inaccurately disclosed in numerous FEC reports filed on behalf of her campaign were false. Respondent caused her campaign to submit false records to the FEC regarding campaign loans, contributions, and other information related to the campaign’s finances and did not provide accurate information to those on the campaign responsible for making such filings.

385. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

386. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.

**COUNT 18: Conduct that Does Not Reflect Creditably on the House and Violates the  
Letter and Spirit of House Rules**  
*Comingling of Campaign and Personal Funds*

387. Paragraphs 16 through 79, 104 through 107, 144 through 152, 190 through 210, and 285 through 302 are incorporated by reference as if fully set forth herein.

388. House Rule XXIII, clause 6 states that a Member:

- (a) shall keep the campaign funds of such individual separate from the personal funds of such individual;
- (b) may not convert campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures; and
- (c) except as provided in clause 1(b) of rule XXIV, may not expend funds from a campaign account of such individual that are not attributable to bona fide campaign or political purposes.

389. Respondent received campaign funds without reporting those payments to the FEC and used personal funds to make payments on behalf of her campaign, including after Respondent became a Member of Congress.

390. By engaging in the conduct described above, Respondent violated House Rule XXIII, clause 6.

391. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and did not adhere to the letter and spirit of the Rules of the

House, and violated House Rule XXIII, clauses 1 and 2.

### ***Financial Disclosure Violations***

392. The EIGA, incorporated into the House Rules by House Rule XXVI, requires all Members to file FDs.

393. The EIGA further requires qualifying candidates to file FDs with the House. A qualified candidate refers to an individual that has raised or spent more than \$5,000.00 as a candidate in a campaign for election to the House of Representatives.

394. Section 104 of the EIGA requires a “full and complete statement” with respect to several categories, including generally: income and honoraria; unearned income including dividends, rents, interest and capital gains; gifts; property used in trade or business or held for investment or the production of income; liabilities; transactions; and reportable positions.

395. Section 106 of the EIGA states that “each congressional ethics committee . . . shall refer to the Attorney General the name of any individual which such [] committee has reasonable cause to believe has willfully failed to file a report or has falsified or willfully failed to file information required to be reported.” This section further states, “[t]he Attorney General may bring a civil action . . . against any individual who knowingly and willfully falsifies or who knowingly and willfully fails to file or report any information that such individual is required to report” and can impose a civil penalty.

396. The Commission on Administrative Review of the 95th Congress stated, “[t]he objectives of financial disclosure are to inform the public about the financial interests of government officials in order to increase public confidence in the integrity of government and to deter potential conflicts of interest.”

397. The House’s Financial Disclosure Guide instructs that when an individual qualifies as a candidate, they must file an FD “within 30 days of becoming a candidate or May 15 of that year, whichever is later.” Additionally, “a qualifying candidate must file no later than 30 days before any election (including primaries) in which the individual is participating.”

### **COUNT 19: Failure to Uphold the Laws and Regulations of the United States**

#### ***Failure to File FD in Connection with the 2018 Election***

398. Paragraphs 211 through 244 and 392 through 397 are incorporated by reference as if fully set forth herein.

399. Respondent was aware of the requirement for candidates to file a Candidate FD, and received two extensions to file by July 29, 2018, but did not file her Candidate FD.

400. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of the EIGA and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

**COUNT 20: Failure to Uphold the Laws and Regulations of the United States**

*Failure to File FDs in Connection with the 2020 Election*

401. Paragraphs 211 through 244 and 392 through 397 are incorporated by reference as if fully set forth herein.
402. Respondent's deadlines to file Candidate FDs related to the 2020 election were November 10, 2019, and May 15, 2020.
403. Respondent was aware of the requirement for candidates to file Candidate FDs but did not do so in either 2019 or 2020.
404. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of the EIGA and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

**COUNT 21: Conduct that Reflects Discreditably Upon the House and Violates the Letter and Spirit of House Rules**

*Failure to Timely File FDs After Becoming a Member of Congress*

405. Paragraphs 211 through 244 and 392 through 404 are incorporated by reference as if fully set forth herein.
406. After becoming a Member of Congress, Respondent was informed that she had not filed her Candidate FDs. Respondent did not subsequently file the required disclosures.
407. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of the EIGA and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.
408. By engaging in the conduct described above, Respondent violated House Rule XXVI.
409. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and did not adhere to the letter and spirit of the Rules of the House, and violated House Rule XXIII, clauses 1 and 2.

**COUNT 22: Conduct that Reflects Discreditably Upon the House, Violates the Letter and Spirit of House Rules, and Failure to Uphold the Laws and Regulations of the United States**

*Failure to Timely File FDs in Connection with the 2022 Special Election*

410. Paragraphs 211 through 244 and 392 through 397 are incorporated by reference as if fully set forth herein.
411. Respondent's deadline to file her Candidate FD related to the 2022 special election was July

2, 2021.

412. Respondent was aware of the requirement for candidates to file Candidate FDs but did not do so until after she won the primary in the 2022 special election, months after her filing deadline. Respondent therefore did not give her constituents the opportunity to review her financial interests prior to becoming the Democratic nominee for the House.
413. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of the EIGA and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.
414. By engaging in the conduct described above, Respondent violated House Rule XXVI.
415. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and did not adhere to the letter and spirit of the Rules of the House, and violated House Rule XXIII, clauses 1 and 2.

**COUNT 23: Conduct that Reflects Discreditably Upon the House, Violates the Letter and Spirit of House Rules, and Failure to Uphold the Laws and Regulations of the United States**  
*Reporting Errors and Omissions on FDs*

416. Paragraphs 211 through 244 and 392 through 397 are incorporated by reference as if fully set forth herein.
417. Respondent engaged in a pattern of submitting FDs that were incomplete and inaccurate.
418. Respondent's FDs contained numerous errors and omissions, including related to: earned income, assets, bank accounts, and compensation accrued for personally performed services. Respondent's financial interests would have been misleading even if they had been accurately reported because, as described above, Respondent failed to provide any evidence demonstrating she was entitled to nearly any of the funds she received from Trinity.
419. Respondent failed to ensure that the information reported on her FDs was accurate or complete.
420. Respondent's errors and omissions on her FDs were knowing and willful.
421. Respondent failed to put forth a full and complete statement of items required by the EIGA.
422. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States, including provisions of the EIGA and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.
423. By engaging in the conduct described above, Respondent violated House Rule XXVI.
424. By engaging in the conduct described above, Respondent acted in a manner that does not

reflect creditably on the House and did not adhere to the letter and spirit of the Rules of the House, and violated House Rule XXIII, clauses 1 and 2.

*Violations Relating to Official Resources*

**COUNT 24: Conduct that Reflects Discreditably Upon the House, Violates the Letter and Spirit of House Rules, and Failure to Uphold the Laws and Regulations of the United States**  
*Acceptance of Voluntary Services for Official Work by Individual 1*

425.Paragraphs 245 through 259 are incorporated by reference as if fully set forth herein.

426.31 U.S.C. § 1342 provides, “[a]n officer or employee of the United States Government or of the District of Columbia government may not accept voluntary services for either government or employ personal services exceeding that authorized by law except for emergencies involving the safety of human life or the protection of property.”

427.House Rule XXIII, clause 8(a) provides, “[a] Member . . . may not retain an employee who does not perform duties for the offices of the employing authority commensurate with the compensation such employee receives.”

428.House Rule XXIV, clause 1(a) provides, “[a] Member . . . may not maintain, or have maintained for the use of such individual, an unofficial office account.” This applies to accounts maintained by third parties for a Member’s benefit, even if they are not maintained for the Member’s direct use. It also applies to any process whereby funds are received or expended regardless of whether an actual account or repository is maintained. Therefore, the rule prohibits private, in-kind contributions of goods or services for official purposes, with limited exceptions.

429.Respondent accepted services from Individual 1, who was not employed by the congressional office, including related to: scheduling and preparing for official events, responding to media requests, providing research on official rules, reviewing draft legislation, and assisting in the appropriations process.

430.Respondent was aware that she was not allowed to accept volunteer services for official work.

431.By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

432.By engaging in the conduct described above, Respondent violated House Rule XXIII, clause 8(a).

433.By engaging in the conduct described above, Respondent violated House Rule XXIV, clause 1(a).

434. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and did not adhere to the letter and spirit of the Rules of the House, and violated House Rule XXIII, clauses 1 and 2.

**COUNT 25: Conduct that Reflects Discreditably Upon the House, Violates the Letter and Spirit of House Rules, and Failure to Uphold the Laws and Regulations of the United States**  
*Acceptance of Voluntary Services Related to Franked Communications by Individual 1*

435. Paragraphs 245 through 259 and 425 through 434 are incorporated by reference as if fully set forth herein.

436.2 U.S.C. § 503(d) provides, “[n]o Senator or Member of the House of Representatives may maintain or use, directly or indirectly, an unofficial office account or defray official expenses for franked mail, employee salaries, office space, furniture, or equipment and any associated information technology services (excluding handheld communications devices) from—(1) funds received from a political committee or derived from a contribution or expenditure; . . . or (3) any other funds that are not specifically appropriated for official expenses.”

437. House Rule XXIV, clause 1(b)(2) prohibits the use of unofficial funds “to defray official expenses for mail or other communications, compensation for services, office space, office furniture, office equipment, or any associated information technology services (excluding handheld communications devices).”

438. House Rule XXIV, clause 6, provides, “[a] mass mailing that is otherwise frankable by a Member . . . is not frankable unless the cost of preparing and printing it is defrayed exclusively from funds made available in an appropriation Act.”

439. Respondent accepted services from Individual 1, who was not employed by the congressional office, related to franked communications.

440. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States and was a party to their non-compliance, in violation of ¶ 2 of the Code of Ethics for Government Services.

441. By engaging in the conduct described above, Respondent violated House Rule XXIV, clauses 1(b)(2) and 6.

442. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and did not adhere to the letter and spirit of the Rules of the House, and violated House Rule XXIII, clauses 1 and 2.

**COUNT 26: Conduct that Reflects Discreditably Upon the House, Violates the Letter and Spirit of House Rules, and Failure to Uphold the Laws and Regulations of the United States**  
*Providing Special Favors and Privileges in Connection with Community Project Funding Requests*

443.Paragraphs 260 through 284 are incorporated by reference as if fully set forth herein.

444.5 U.S.C. § 7353 provides, “[n]o Member of Congress . . . shall solicit or accept anything of value from a person [] . . . (2) whose interests may be substantially affected by the performance or nonperformance of the individual’s official duties.”

445.The Code of Ethics for Government Service, ¶ 5 provides:

Any person in government service should . . . [n]ever discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

446.Respondent provided special favors and privileges by directing her staff to treat CPF requests from Individual 3 and Mr. Joseph more favorably than other submissions.

447. By engaging in the conduct described above, Respondent failed to uphold the laws and regulations of the United States and was a party to their non-compliance, in violation of ¶¶ 2 and 5 of the Code of Ethics for Government Services.

448.By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and did not adhere to the letter and spirit of the Rules of the House, and violated House Rule XXIII, clauses 1 and 2.

### ***Conduct During Investigation***

#### **COUNT 27: Conduct that Reflects Discreditably Upon the House** *Lack of Candor and Diligence in Ethics Investigations*

449.Paragraphs 1 through 448 are incorporated by reference as if fully set forth herein.

450.The ISC recognizes that Respondent initially took a number of steps to cooperate with the Committee. Respondent produced documents in response to the ISC’s first request for information. In order to produce these documents, Respondent engaged a team of attorneys to review and produce over 2,600 documents over the course of several months. Respondent also engaged the services of a professional compliance company for her campaign committee, although this was after the investigation into Respondent was initiated by OCC and the professional compliance company did not conduct an audit, despite Respondent having knowledge of various issues with prior FEC filings.

451.Respondent also initially indicated she was available for a voluntary interview with the ISC. The day prior to the interview, Respondent informed the ISC she was no longer available. The ISC took the extraordinary step of subpoenaing Respondent for her testimony. Respondent then invoked her Fifth Amendment right against self-incrimination following receipt of a subpoena *duces tecum* to obtain documents Respondent had not provided to the

ISC and a subpoena *ad testificandum* to obtain her testimony.

- 452. The ISC believes that Respondent did not treat the allegations of misconduct raised by OCC's Referrals with sufficient seriousness. The delays in her responses to the ISC's first request for information and failure to respond to the ISC's second and third requests for information were inconsistent with the level of diligence Members owe to the Committee.
- 453. The conduct of Respondent and those acting on her behalf led to repeated delays of the ISC's investigation of the allegations involving her.
- 454. Respondent's lack of candor and diligence in connection with the investigations of the Committee and ISC as a whole does not reflect creditably on the House.
- 455. By engaging in the conduct described above, Respondent acted in a manner that does not reflect creditably on the House and violated House Rule XXIII, clause 1.