

# GERAGOS & GERAGOS

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November 5, 2024

***Via Email and U.S. Mail***

Neil Rosenhouse, Esq.  
General Counsel  
The Daily Beast Company, LLC  
555 West 18th Street, 5th Floor  
New York, NY 10011  
neil.rosenhouse@thedailybeast.com

***Re: Correction and Retraction Demand; Preservation Demand***

Dear Mr. Rosenhouse:

We are litigation counsel to the Republican National Committee (“RNC”) and Chris LaCivita (“Mr. LaCivita”), the RNC’s Chief of Staff, in their claims against The Daily Beast Company, LLC (“The Daily Beast”), as well as any other joint tortfeasors, arising from the malicious publication of the following defamatory articles about them:

- *Trump In Cash Crisis-As Campaign Chief’s \$22m Pay Revealed*, authored by Michael Isikoff and published on October 15, 2024, <https://www.thedailybeast.com/donald-trumps-campaign-manager-chris-lacivitas-multi-million-payday-revealed/> (hereafter “Article 1”)
- *How Trump’s Campaign Chief Made Himself a Multi-Millionaire*, authored by Hugh Dougherty and published on October 15, 2024, <https://www.thedailybeast.com/meet-chris-lacivita-the-donald-trump-campaign-manager-who-is-making-millions-win-or-lose/> (hereafter “Article 2”)
- *‘Sucker’ Trump Mocked for Campaign Chief’s Multi-Million Haul*, authored by Hugh Dougherty and published on October 24, 2024, <https://www.thedailybeast.com/fool-donald-trump-mocked-by-lincoln-project-for-letting-campaign-chiefr-chris-lacivita-make-22-million/> (hereafter “Article 3”)
- *Trump Campaign Worker Blows Whistle on ‘Grift’ and Bugging Plot*, authored by Michael Isikoff and published on October 28, 2024, <https://www.thedailybeast.com/donald-trump-campaign-worker-blows-whistle-on-grift-and-bugging-plot-in-bombshell-email/> (hereafter “Article 4”)
- *Trump Raged at Daily Beast Revelation that Campaign Boss Got \$22 Million*, authored by Lily Mae Lazarus and published on November 2, 2024, <https://www.thedailybeast.com/donald-trump-raged-at-daily-beast-revelation-that>

[campaign-boss-chris-lacivita-got-22-million/](#) (hereafter “Article 5” and collectively with Articles 1-4, the “Articles”)

The recycled allegations in the Articles center around the false and defamatory claim that the RNC authorized, and Mr. LaCivita received, compensation in the amount of \$22 million over the course of two years for Mr. LaCivita’s role in Donald Trump’s 2024 presidential campaign. *See, e.g.*, Article 1 (title referring to “Campaign Chief’s \$22m Pay”); Article 1 (“The co-manager of Donald Trump’s White House campaign [Chris LaCivita] has raked in \$22 million and counting from the Republican nominee’s political operation in just two years, the Daily Beast has learned.”); Article 1 (featuring a photograph of Mr. LaCivita and noting in the caption that he “has been paid \$22m so far via the campaign”); Article 2 (“the Daily Beast revealed Tuesday how [Chris LaCivita] has banked \$22 million already and is on track to cash in even more before the election”); Article 2 (featuring a photograph of Mr. LaCivita and noting in the caption that “he has not until now had large sums of cash like the \$22million he has already been paid through Trump’s campaign and PACs”); Article 3 (referring to “the veteran investigative journalist Michael Isikoff’s discovery that LaCivita made \$22 million (and counting) in just two years”); Article 3 (featuring a photograph of Mr. LaCivita and noting in the caption that “Trump is being mocked over allowing Chris LaCivita (right), the co-chief of his campaign, to make \$22 million and counting”); Article 4 (“The issue burst into the spotlight when the Daily Beast revealed how LaCivita’s consulting firm—headquartered in his Virginia home—had already collected \$22 million from the campaign and two Trump super PACs since 2022, much of it from commissions on placing ads, with millions more due him by the end of the campaign.”); Article 4 (featuring a photograph of Mr. LaCivita and noting in the caption that he “has been paid \$22m so far via the campaign”); Article 5 (title referring to the “Daily Beast Revelation that Campaign Boss Got \$22 Million”); Article 5 (“Sources told *The Atlantic* allegations that LaCivita had pocketed \$22 million from his work on the Trump campaign and related super PACs, left Trump ‘fuming’ and feeling like the story ‘made him look like a fool.’”).

The foregoing allegations, as well as many of the details in the Articles about the payments Mr. LaCivita allegedly received, are categorically false and belied by the campaign finance records themselves. Specifically, these records clearly show that the \$22 million figure is the gross spend (the overwhelming majority of which were for ad buys), *not* the money which Mr. LaCivita personally received, like the Articles falsely claim. The Daily Beast should know the difference between the two better than anyone, since The Daily Beast deals with ad agencies revenues and/or commissions. Moreover, over \$14 million of the \$22 million was for expenses related to placed media ads and production costs for the MAGA political action committee (PAC) in 2022, not for Trump’s 2024 presidential campaign. Likewise, approximately \$3.5 million of the \$22 million was spent on mail and digital ads for the primary elections. This is all public data that can be confirmed through a simple web search on the Federal Election Committee public website. The Daily Beast published the Articles without an adequate investigation and the Articles were intended to mislead and misrepresent the commission rates and amounts paid to Mr. LaCivita by grossly inflating these figures. For instance, the publications intentionally leave out the pertinent fact that of the general election spend, Mr. LaCivita’s negotiated rate is only 1.0% in commissions of “net media,” as opposed to “gross media” which is the industry standard. This was, in fact, a change that was lobbied for internally by Mr. LaCivita himself.

We have reason to believe that these false and defamatory allegations were published by

The Daily Beast, through its reporters, Michael Isikoff, Hugh Dougherty, and Lily Mae Lazarus, with actual malice and in knowing reliance on unreliable information provided by Corey Lewandowski and others in a blatant act against Mr. LaCivita and the RNC. As you should know, actual malice may be proven by circumstantial evidence of reliance upon sources known to be unreliable or biased against the plaintiff. *See Reader's Dig. Assn. v. Superior Ct.* (1984) 37 Cal.3d 244, 246. Furthermore, when actual malice is based on the republication of a third party's defamatory falsehoods, "recklessness may be found where there are obvious reasons to doubt the veracity of the informant or the accuracy of his reports." *St. Amant v. Thompson* (1968) 390 U.S. 727, 732; *see, e.g., Curtis Publishing Co. v. Butts* (1967) 388 U.S. 130, 157.

### ***Correction and Retraction Demand***

Given the foregoing and the substantial financial and reputational harm the defamatory statements have caused and continue to cause Mr. LaCivita and the RNC, **we hereby demand that The Daily Beast take immediate steps to retract the statements identified above and update its readers that the allegations in the Articles about the amount of money Chris LaCivita was paid by the Trump campaign is false.**

To be clear, Mr. LaCivita and the RNC are not waiving any legal rights or future legal remedies against The Daily Beast by sending this letter. Rather, to mitigate their damages, we are demanding that The Daily Beast immediately remove the defamatory articles and/or retract the statements identified above.

### ***Preservation Demand***

As we anticipate that litigation against The Daily Beast, as well as its joint tortfeasors is imminent, we hereby formally demand that The Daily Beast and its predecessors, successors, parents, subsidiaries, divisions, affiliates, employees, hosts, anchors, commentators, columnists, reporters, journalists, officers, directors, partners, attorneys, accountants, and agents, including but not limited to Michael Isikoff, Hugh Dougherty, and Lily Mae Lazarus, preserve all documents potentially relevant to the allegations in this letter including any documents which relate to the allegations in this letter in the broadest sense dating back to at least January 1, 2024. To be clear, such documents include but are not limited to all communications related to the amount of money Chris LaCivita was paid by the Trump campaign.

This preservation demand includes internal communications regarding the foregoing subjects between and among The Daily Beast employees, columnists, reporters, journalists, officers, directors, partners, attorneys, accountants, and agents, as well as The Daily Beast's communications with third parties including but not limited to Corey Lewandowski.

The duty to preserve evidence is broad and extends to all documents, regardless of whether same is stored electronically (such as emails or documents stored on a server or the cloud) or in hard-copy and regardless of the type of document. For example, correspondence, memoranda, emails, communications, draft articles, reports, spreadsheets, notes, photographs, videotapes, and other electronically stored information ("ESI") are all considered documents that must be preserved.

To ensure that all potentially relevant evidence is preserved, you should communicate directly with all employees, agents, and staff who have possession or control of potentially relevant documents, including but not limited to personnel who deal with email retention, deletion, and archiving. You should advise each of these employees, agents, or staff to preserve any relevant documents within their custody or control. Furthermore, you should advise all such persons that any regularly scheduled and/or automatic deletion of email or other ESI, or other manners of document destruction such as shredding, must be discontinued immediately with respect to any potentially relevant data. Because ESI in particular can be easily deleted, modified, or corrupted, you must take every reasonable step to preserve this information until the resolution of this matter.

Please confirm by 5:00 p.m. on **Friday, November 8, 2024** that you have taken the steps outlined in this letter to ensure that The Daily Beast preserves evidence including ESI and tangible documents potentially relevant to the anticipated litigation. If you have not undertaken the steps outlined above, or have taken other actions, please describe what you have done to ensure that The Daily Beast will preserve potentially relevant evidence. If you have any questions about the scope of this demand, please ask. Should The Daily Beast's failure to preserve potentially relevant evidence result in the corruption, loss, or delay in production of evidence to which we are entitled, such failure would constitute spoliation of evidence, and we will not hesitate to seek sanctions.

This letter does not constitute a complete recitation of all the facts and circumstances related to this matter. It is not a waiver of, or prejudice to, any of our client's rights, remedies or claims at law or in equity. They are all expressly reserved.

Sincerely,

Setara Qassim  
GERAGOS & GERAGOS

cc: Mark Geragos, Esq.