

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA : CRIMINAL NO. 3:14CR ()
 :
 : VIOLATION:
 v. :
 : 18 U.S.C. § 371 (Conspiracy)
 :
 BRIAN FOLEY and :
 LISA WILSON-FOLEY :

INFORMATION

The Acting United States Attorney charges:

GENERAL ALLEGATIONS

Unless otherwise indicated, at all times relevant to this Information:

The Defendants and Their Co-Conspirators

1. LISA WILSON-FOLEY (“WILSON-FOLEY”) was a candidate for election to the U.S. House of Representatives from Connecticut’s Fifth Congressional District, and competing in a primary campaign for the nomination of the Republican Party.

2. BRIAN FOLEY (“FOLEY”) was the owner of a Connecticut nursing home company (the “Nursing Home Company”). FOLEY also owned a number of other related companies, including a real estate company (the “Real Estate Company”). FOLEY was the husband of WILSON-FOLEY.

3. Co-Conspirator 1 was a former elected official in the State of Connecticut.

4. Political Advisor 1, an unindicted co-conspirator, was an advisor to WILSON-FOLEY’s congressional campaign.

5. Attorney 1, an unindicted co-conspirator, was an attorney for the Nursing Home Company. Attorney 1 also maintained a private law office in New Haven County.

6. Executive 1, an unindicted co-conspirator, was an executive at the Nursing Home Company.

Other Relevant Individuals and Entities

7. Lisa Wilson-Foley for Congress was the principal campaign committee for WILSON-FOLEY's congressional campaign. The Campaign Committee was registered with the Federal Election Commission, and formed so that WILSON-FOLEY's campaign could accept contributions and make expenditures on the campaign's behalf.

8. Candidate 2 was a candidate for election to the U.S. House of Representatives from Connecticut's Fifth Congressional District during the 2009-2010 and 2011-2012 election cycles, and competed in a primary campaign for the nomination of the Republican Party during each of those cycles. Candidate 2 was also the owner of an animal rescue and adoption center, located in Bloomfield, Connecticut (the "Animal Center").

9. Executive 2 was an executive at the Nursing Home Company.

10. Campaign Worker 1 was an employee of WILSON-FOLEY's campaign in the fall of 2011.

11. Campaign Worker 2 was an employee of WILSON-FOLEY's campaign in 2011 and 2012.

The Election Act

12. The Federal Election Campaign Act of 1971, as amended, Title 2, United States Code, Sections 431, *et seq.* ("Election Act"), limited financial influence in the election of candidates for federal office, including the office of United States Representative. The Election Act was

enforced by the Federal Election Commission and the United States Department of Justice. It provided for public disclosure of certain contributions to and expenditures by federal election campaigns:

- a. The Election Act limited the amount and source of money that may be contributed to a federal candidate or that candidate's authorized campaign committee ("contributions"); and
- b. In 2011 and 2012, the Election Act limited convention, primary and general election campaign contributions to \$2,500 each for a total of \$7,500, from any individual to any one candidate.

13. The Federal Election Commission ("FEC") was an agency and department of the United States with jurisdiction to enforce the limits and prohibitions of the Election Act, and to compile and publicly report accurate information about the source and amount of contributions to federal campaigns. Federal candidates were required to file periodic reports with the FEC detailing, among other things, contributions made to their campaigns and expenditures made on the campaign's behalf. In these reports, the campaign committees were required to identify each person who, during the relevant reporting period, contributed more than \$200 to the committee, together with the date and the amount of any such contribution. These reports were made available to the public.

14. The Campaign Committee was required to and did file these periodic reports with the FEC.

COUNT ONE
(Conspiracy)

15. The allegations contained in paragraphs 1 through 14 of this Information are realleged and incorporated as though fully set forth herein.

Background of the Conspiracy

16. On or about September 5, 2011, Co-Conspirator 1 emailed FOLEY and WILSON-FOLEY: “I have an idea to run by you, what days are good?”

17. On or about September 12, 2011, Co-Conspirator 1, FOLEY and WILSON-FOLEY met to discuss Co-Conspirator 1’s idea. At the meeting, Co-Conspirator 1 recommended to FOLEY and WILSON-FOLEY that they hire him to work on WILSON-FOLEY’s campaign. Co-Conspirator 1 suggested that he could replace WILSON-FOLEY’s campaign consultant, who was based in Washington, D.C., and perform a variety of services for the campaign.

18. On or about September 14, 2011, Co-Conspirator 1 emailed FOLEY: “I had a brief chat with Lisa, I get it, Let’s you and I meet[.]”

19. On or about September 16, 2011, Co-Conspirator 1 met with FOLEY. At the beginning of the meeting, Co-Conspirator 1 falsely stated that Candidate 2 had offered Co-Conspirator 1 a position on his congressional campaign, but that Co-Conspirator 1 would prefer to work for WILSON-FOLEY. In fact, Candidate 2 had made no such offer.

The Conspiracy

20. From on or about September 16, 2011 to in or about April 2012, the exact dates being unknown to the Acting United States Attorney, in the District of Connecticut and elsewhere, the defendants FOLEY and WILSON-FOLEY, Co-Conspirator 1, and others known and unknown to

the Acting United States Attorney, did unlawfully, knowingly and intentionally conspire, combine, confederate and agree with each other to:

- a. make contributions and cause contributions to be made by FOLEY through the Real Estate Company to the Campaign Committee, which contributions aggregated \$2,000 or more (but less than \$25,000) during a calendar year, in excess of the limits of the Election Act, in violation of Title 2, United States Code, Sections 441a(a)(1)(A), 441a(f) and 437g(d)(1)(A)(ii), and Title 18, United States Code, Section 2.

Purpose of the Conspiracy

21. The purpose of the conspiracy was to conceal from the FEC and the public that Co-Conspirator 1 was paid money in exchange for services he provided to WILSON-FOLEY's campaign for election to the U.S. House of Representatives.

Manner and Means of The Conspiracy

22. The manner and means by which FOLEY, WILSON-FOLEY and others, both known and unknown to the Acting United States Attorney, sought to accomplish the objects of the conspiracy included the following:

- a. It was part of the conspiracy that Co-Conspirator 1, FOLEY and others created and executed a fictitious contract outlining an agreement purportedly for consulting services between Co-Conspirator 1 and the law offices of Attorney 1.
- b. It was part of the conspiracy that FOLEY made payments to Co-Conspirator 1 for his work on behalf of WILSON-FOLEY's campaign in excess of the legal contribution limits, and routed those payments from the

Real Estate Company through the law offices of Attorney 1 and on to Co-Conspirator 1.

- c. It was part of the conspiracy that Co-Conspirator 1 provided nominal services to the Nursing Home Company in order to create a “cover” or pretext that he was being paid for those nominal services when, in fact, he was being paid for his work on behalf of WILSON-FOLEY’s campaign.
- d. It was part of the conspiracy that WILSON-FOLEY, Co-Conspirator 1 and others concealed from the FEC and the public FOLEY’s unlawful contributions to the Campaign Committee and the payments to Co-Conspirator 1, by causing the Campaign Committee to file with the FEC false and misleading campaign finance reports which failed to disclose these illegal contributions.

Overt Acts

23. In furtherance of the conspiracy and to accomplish its purposes and objects, FOLEY, WILSON-FOLEY and others, both known and unknown to the Acting United States Attorney, committed and caused others to commit at least one of the following overt acts, among others, in the District of Connecticut and elsewhere:

- a. On or about September 27, 2011, Co-Conspirator 1 emailed WILSON-FOLEY: “Does [campaign staffer] know I am ‘helping’ ... should I work with him on delegate ideas/strategy[?]”
- b. In or about October 2011, Co-Conspirator 1 began working regularly on WILSON-FOLEY’s campaign.

- c. On or about October 11, 2011, Attorney 1 emailed FOLEY: “[Executive 1] asked me to construct a consulting agreement between [the Nursing Home Company] and [Co-Conspirator 1][.] I would recommend that due to me [sic] [Co-Conspirator 1’s] background and the compliance issue that creates and links to Lisa’s campaign that the contract be between my Law Office and [Co-Conspirator 1] – that way there is no connections.”
- d. On or about October 12, 2011, Attorney 1 emailed FOLEY and attached a document titled “[Co-Conspirator 1] Consult.doc.” The email stated, “Attached is a draft agreement b/t [Co-Conspirator 1] and my law firm[.] I have discussed with [Executive 1 and Executive 2] – please let me know if you have any revisions[.]” The attached draft contract referred to Co-Conspirator 1 as “the Consultant.” In a section of the titled “Duties,” the draft contract stated, “The Consultant shall provide the following services (‘Services’): a) Provide education, opinions and information on the State of Connecticut and federal government’s election process; b) Assistance with the campaign of any candidate that the Nursing Home Company or its member(s) become engaged with[.]” A section entitled “Restricted Activities” provided that “During the Term and for a period of one (1) year after termination of this Agreement, Consultant will not directly or indirectly: (i) Assist, become employed, consult or contract with any 2012 candidate for federal or State of Connecticut office in which the [Nursing Home Company] or its Managing Member is not engaged in.”

- e. In or about the week beginning October 9, 2011, WILSON-FOLEY advised Campaign Worker 1 that paying Co-Conspirator 1 through FOLEY was advantageous to WILSON-FOLEY's campaign.
- f. On or about October 13, 2011, Attorney 1 emailed FOLEY: "I spoke with [Executive 1] on the [Co-Conspirator 1] [sic] and your VM[.] I'll make the changes[.]"
- g. On or about October 17, 2011, Attorney 1 emailed a copy of a second draft of the contract to Executive 1 and Executive 2. In a section titled "Duties," the draft contract still stated, "The Consultant shall provide the following services ('Services'): a) Provide education, opinions and information on the State of Connecticut and federal government's election process." The second draft deleted the previous sub-paragraph b). The second draft also proposed deleting a paragraph entitled "Restricted Activities."
- h. On or about October 19, 2011, Co-Conspirator 1 emailed FOLEY: "I think this arrangement is going to work out better than either one of us had anticipated. I wanted to follow up because I think we left 'our agreement' a little up in the air regarding 'term' [sic] ,want [sic] to talk today or tomorrow by phone?"
- i. On or about October 21, 2011, FOLEY emailed Attorney 1: "Make the agreement for 6 months and put in language that the agreement is [sic] not for political purposes – Lisa's campaign."

- j. On or about October 24, 2011, Attorney 1 emailed FOLEY a draft version of the contract.
- k. On or about October 24, 2011, Co-Conspirator 1 emailed FOLEY: “Looking at wed late morning with [a potential lobbyist for the Nursing Home Company]. Would like to do a meeting with you , [sic] Lisa and [Political Advisor 1] at your convenience as well.”
- l. On or about October 25, 2011, Co-Conspirator 1 emailed FOLEY: “Meet [lobbyist] 10;30ish [sic] at [sic] tour office * meet with Lisa [Political Advisor 1] after.?” FOLEY forwarded the email to WILSON-FOLEY, Executive 1, Executive 2 and back to Co-Conspirator 1.
- m. On or about October 25, 2011, FOLEY emailed himself, Co-Conspirator 1, WILSON-FOLEY, Executive 1 and Executive 2: “OK for 10:30 at the [nursing home] office. Lisa and [Political Advisor 1] at about 12:00.”
- n. On or about October 26, 2011, FOLEY emailed Attorney 1: “Where is the language on Non political [sic].” Attorney 1 responded: “I left it out because it (in my opinion) draws attention to it. Also since the contract is with my firm, I am not concerned it will ever be discovered.”
- o. On or about October 27, 2011, Co-Conspirator 1 emailed FOLEY: “Don’t remember if I put [Co-Conspirator 1’s Consulting Company] as the Company on the draft contract but that will give us more cover as well vs. individual[.]”
- p. On or about October 27, 2011, FOLEY emailed Attorney 1 a copy of Co-Conspirator 1’s handwritten changes to the contract.

- q. On or about November 7, 2011, FOLEY and Co-Conspirator 1 finalized the contract. They dated the contract to October 1, 2011.
- r. On or about November 7, 2011, Co-Conspirator 1 sent an email to Attorney 1 attaching an invoice for \$10,000. The Invoice was directed to “The Law Offices of [Attorney 1].” It stated, “Services: Consulting fee per our agreement; For the month of Oct. and November, \$5,000 per month.”
- s. On or about November 11, 2011, Attorney 1 paid Co-Conspirator 1 \$10,000 in funds originating with FOLEY.
- t. On or about November 16, 2011, WILSON-FOLEY sent an email to Co-Conspirator 1 and Political Advisor 1, containing the storyboard of a commercial that the Nursing Home Company was going to air to promote WILSON-FOLEY’s campaign.
- u. On or about November 30, 2011, Co-Conspirator 1 emailed WILSON-FOLEY, saying, “I mentioned this to [Political Advisor 1] as well ... I am just a volunteer helping you and ‘many other Republican candidates’ in case anyone asks. I want to stay under the radar as much as possible and get the job done.. after Clarke [sic] gets out of the race it can be different , want to avoid a bad article, will try to make Sat nite.”
- v. On or about December 2, 2011, Co-Conspirator 1 sent an email to Attorney 1 attaching an invoice for \$5,000. The Invoice was directed to “The Law Offices of [Attorney 1].” It stated, “Services: Consulting fee per our agreement; For the month of Dec. \$5,000 per month.”

- w. On or about December 6, 2011, Attorney 1 paid Co-Conspirator 1 \$5,000 in funds originating with FOLEY.
- x. On or about December 18, 2011, Political Advisor 1 emailed Co-Conspirator 1: “At a party last night, [a political associate] said there was talk about your role in [WILSON-FOLEY’s] campaign being subsidized by [FOLEY] and [WILSON-FOLEY] enterprises. I said it was news to me as well as your role. Not sure [political associate] believed me, but I gave it a shot. I have not completely reviewed Lisa’s response if asked, but we should have something[.]”
- y. On or about December 18, 2011, Co-Conspirator 1 responded to Political Advisor 1 via email: “interesting, where do you think he got info?”
- z. On or about December 18, 2011, Political Advisor 1 responded to Co-Conspirator 1 via email: “I didn’t ask but my gut tells me it came from [Campaign Worker 1]. [The political operative] brought his name up later, so that made me think of it. I don’t think [Campaign Worker 2] is the leak and he doesn’t know [the political operative].”
- aa. On or about December 20, 2011, Political Advisor 1 emailed WILSON-FOLEY about commercials that the Nursing Home Company was going to air featuring WILSON-FOLEY. Political Advisor 1 informed WILSON-FOLEY via email that he believed the commercials would cause an opponent to file a complaint with the FEC: “So, now, instead of talking about what we want to talk about we are in a story that has words like

‘illegal’ ‘skirting’ ‘violation’ and ‘wealthy.’ ... While some people will see the ad, notice you and make the connection, most people won’t.”

- bb. On or about December 21, 2011, Co-Conspirator 1 emailed Executive 1, copying Political Advisor 1 and forwarding Political Advisor 1’s email to WILSON-FOLEY from the previous day. Co-Conspirator 1 wrote, “[Political Advisor 1] and I have been talking about the forwarded email, we have some real concerns this is a lose/lose problem. Putting Lisa in the ads gets us nothing, no name ID no credit politically, but will raise alot [sic] of ‘issues’ use of corporate \$\$ etc. think if Linda McMahon [sic], statrted [sic] doing WWF ads the press and the Dems will cream her, plus I know Brian thinks it gets her name out but it really doesn’t it just begs the issue. no [sic] gain. I know it seemed harmless but the more we think about it , [sic] it will bring legitimate criticism with no upside.”
- cc. On or about January 2, 2012, Co-Conspirator 1 sent an email to Attorney 1 attaching an invoice for \$5,000. The Invoice was directed to “The Law Offices of [Attorney 1].” It stated, “Services: Consulting fee per our agreement; For the month of Jan. \$5,000 per month.”
- dd. On or about January 10, 2012, Attorney 1 paid Co-Conspirator 1 \$5,000 in funds originating with FOLEY.
- ee. On or about January 16, 2012, Attorney 1 emailed FOLEY, copying Executive 1 and Executive 2, a document created by Co-Conspirator 1 to support the false notion that he was being paid for services rendered to the Nursing Home Company. Attorney 1 wrote, “This is the quarterly report

from [Co-Conspirator 1] per the agreement he has with me.” The “Quarterly Report” consisted of one page of hand written notes and a number of attached pages.

- ff. On or about February 6, 2012, Attorney 1 emailed FOLEY, copying Executive 1 and Executive 2, and attached a document to the email. The attached document was created by Co-Conspirator 1 to support the pretext that Co-Conspirator 1 was being paid for services rendered to the Nursing Home Company.
- gg. On or about February 6, 2012, Attorney 1 paid Co-Conspirator 1 \$5,000 in funds originating with FOLEY.
- hh. On or about February 27, 2012, Political Advisor 1 emailed WILSON-FOLEY, copying Co-Conspirator 1 and Campaign Worker 2. Political Advisor 1 advised that a reporter claimed to know that Co-Conspirator 1 “is ‘working’ for us, which I said was incorrect. I said [Co-Conspirator 1] was offering advise [sic] and was supportive (he had the fact that [Co-Conspirator 1] was calling delegates) but doing it freely and on his own time. I said he was not being paid.”
- ii. On or about March 1, 2012, Co-Conspirator 1 emailed Attorney 1 an invoice for \$5,000. The Invoice was directed to “The Law Offices of [Attorney 1].” It stated, “Services: Consulting fee per our agreement; For the month of March \$5,000 per month.”
- jj. On or about March 3, 2012, Attorney 1 and Co-Conspirator 1 engaged in an email discussion about extending Co-Conspirator 1’s contract.

- kk. On or about March 6, 2012, FOLEY directed Attorney 1 to extend Co-Conspirator 1's contract for six months.
- ll. On or about March 6, 2012, Attorney 1 paid Co-Conspirator 1 \$5,000 in funds originating with FOLEY.
- mm. In or about March 2012, Co-Conspirator 1 had a conversation with FOLEY in which he asked for a bonus if WILSON-FOLEY won the Republican convention.
- nn. On or about April 1, 2012, Co-Conspirator 1 emailed Attorney 1 an invoice for \$5,000. The Invoice was directed to "The Law Offices of [Attorney 1]." It stated, "Services: Consulting fee per our agreement; For the month of April \$5,000 per month."
- oo. On or about April 7, 2012, Attorney 1 paid Co-Conspirator 1 \$5,000 in funds originating with FOLEY.
- pp. On or about April 10, 2012, Attorney 1 advised Co-Conspirator 1 via email that Co-Conspirator 1's check for the seventh month of payment was "going out tomorrow."
- qq. On or about April 21, 2012, Political Advisor 1 sent a text message to Co-Conspirator 1: "[Co-Conspirator 1] – we have to disclose the legal relationship between you and [the Nursing Home Company] as a subcontractor. Brian, [Campaign Worker 2], [WILSON-FOLEY] and I have talked and we need to chat but call Brian ASAP."
- rr. On or about April 21, 2012, Political Advisor 1 drafted talking points designed to mislead the public concerning the true purpose of the

payments to Co-Conspirator 1, and circulated those talking points to Co-Conspirator 1, FOLEY, WILSON-FOLEY and Campaign Worker 2.

ss. On or about April 25, 2012, Executive 1 circulated to Attorney 1 a proposed press release regarding the payments to Co-Conspirator 1. The press release was designed to mislead the public concerning the true purpose of the payments to Co-Conspirator 1.

tt. On or about April 25, 2012, Executive 1 circulated to FOLEY and WILSON-FOLEY the draft press release.

uu. On or about April 26, 2012, responding to allegations by Candidate 2 that Co-Conspirator 1 had approached Candidate 2 during the 2009-2011 election cycle to illegally work on his campaign, Political Advisor 1 wrote to Co-Conspirator 1: “if you have anything to refute [Candidate 2], I need it to start to f_ck this smuck [sic].”

All in violation of Title 18, United States Code, Section 371.

UNITED STATES OF AMERICA

MICHAEL J. GUSTAFSON
ATTORNEY FOR THE UNITED STATES,
ACTING UNDER AUTHORITY CONFERRED BY 28 U.S.C. § 515

LIAM BRENNAN
ASSISTANT UNITED STATES ATTORNEY

CHRISTOPHER M. MATTEI
ASSISTANT UNITED STATES ATTORNEY