

BEFORE THE FEDERAL ELECTION COMMISSION

CAMPAIGN LEGAL CENTER
1101 14th Street, NW, Suite 400
Washington, DC 20005
(202) 736-2200

v.

MUR No. _____

DETROIT INTERNATIONAL
BRIDGE CO LLC
12225 Stephens Road
Warren, MI 48089-2010

COMPLAINT

1. Detroit International Bridge Co LLC (“Detroit International Bridge”), a company that has received millions of dollars in federal government contracts over the past twenty-five years, violated federal campaign finance laws when it made a \$236,800 political contribution, while performing on active federal contracts, to Never Back Down, Inc. (“Never PAC”), a super PAC exclusively supporting 2024 presidential candidate Ron DeSantis. By making this contribution, Detroit International Bridge violated federal campaign finance laws that expressly prohibit federal contractors from making political contributions — a prohibition that has for decades served as a crucial bulwark against “pay-to-play” arrangements and the appearance of such arrangements.
2. This complaint is filed pursuant to 52 U.S.C. § 30109(a)(1) and is based on information and belief that Detroit International Bridge violated the Federal Election Campaign Act (“FECA”) by contributing \$236,800 to Never PAC while performing on federal contracts.¹
3. If the Federal Election Commission (“FEC” or “Commission”), “upon receiving a complaint . . . has reason to believe that a person has committed, or is about to commit, a

¹ 52 U.S.C. § 30109(a)(1).

violation of [the Federal Election Campaign Act] . . . [t]he Commission *shall* make an investigation of such alleged violation”²

FACTS

4. Never PAC is an independent-expenditure only political committee (“IEOPC”), commonly known as a “super PAC,” which registered with the Commission on February 23, 2023. Its treasurer is Cabell Hobbs.³
5. On May 25, 2023, Never PAC reported receiving a \$236,800 contribution from Detroit International Bridge. In connection with its contribution, the LLC disclosed an address of 12225 Stephens Road, Warren, MI 48089-2010, and a partnership attribution to a Matthew Moroun of the same address.⁴
6. According to USASpending.gov, “the official source for spending data for the U.S. Government,”⁵ Detroit International Bridge has been awarded \$7.3 million in federal contracts with the General Services Administration (GSA) since 2008. The address on Detroit International Bridge’s USASpending.gov profile matches that provided in connection with its contribution to Never PAC.⁶
7. Detroit International Bridge had two open federal contracts with GSA at the time it made a \$236,800 contribution to Never PAC:

² 52 U.S.C. § 30109(a)(2) (emphasis added); *see also* 11 C.F.R. § 111.4(a).

³ Never Back Down, Statement of Org. at 1 (Feb. 23, 2023).

⁴ Never Back Down, 2023 Mid-Year Report at 21 (Jul. 31, 2023), <https://docquery.fec.gov/cgi-bin/fecimg/?202307319588928195>.

⁵ USASpending.gov, *Mission*, <https://www.usaspending.gov/#/about> (last visited Sep. 11, 2023).

⁶ USASpending.gov, Recipient Profile, Detroit International Bridge Co LLC <https://www.usaspending.gov/recipient/05d4a37c-8ca0-4594-251b-da0d8c3d72eb-C/all> (last visited Sep. 11, 2023).

- a. A Purchase Order (PO) for “ELECTRIC UTILITY SERVICE FOR THE AMBASSADOR BRIDGE” with a potential award amount of \$144,000;⁷ and
- b. A Purchase Order (PO) for “ELECTRIC SUPPLY AND UTILITY SERVICES FOR THE HARD-DOLE-INOUYE FEDERAL CENTER AT THE CUSTOMS CARGO INSPECTION FACILITY”, with a potential award amount of \$204,000.⁸

SUMMARY OF THE LAW

8. Under FECA, a “contribution” is defined as “any gift . . . of money or anything of value made by any person for the purpose of influencing any election for Federal office.”⁹
9. FECA prohibits a federal contractor from making any “contribution to any political party, committee, or candidate for public office” at any time between the commencement of negotiations for a federal contract and the completion of performance or termination of negotiations for the contract.¹⁰ FECA additionally prohibits any person from knowingly soliciting such a contribution from a federal contractor.¹¹
10. The contractor contribution ban applies to any “person” — defined to include “an individual, partnership, committee, association, corporation, labor organization, or any other organization or group of persons”¹² — who “enters into any contract with the United States or any department or agency thereof” for “the rendition of personal services” or for “furnishing any material, supplies, or equipment,” or for “selling any land or building,” if

⁷ USASpending.gov, CONTRACT to DETROIT INTERNATIONAL BRIDGE CO LLC, https://www.usaspending.gov/award/CONT_AWD_47PF0020P0068_4740_-NONE_-NONE- (last visited Sep. 11, 2023).

⁸ USASpending.gov, CONTRACT to DETROIT INTERNATIONAL BRIDGE CO LLC, https://www.usaspending.gov/award/CONT_AWD_47PF0019P0033_4740_-NONE_-NONE- (last visited Sep. 11, 2023).

⁹ 52 U.S.C. § 30101(8)(A)(i).

¹⁰ 52 U.S.C. § 30119(a)(1).

¹¹ 52 U.S.C. § 30119(a)(2).

¹² 52 U.S.C. § 30101(11).

“payment for the performance of such contract or payment for such material, supplies, equipment, land, or building is to be made in whole or in part from funds appropriated by the Congress.”¹³ In MUR 8021, the Commission emphasized that “the plain language of section 30119 covers ‘any contract with the United States or any department or agency thereof’” in concluding that a “master Contract” or “indefinite delivery/indefinite quantity” contract “is a contract for purposes of section 30119.”¹⁴

11. The contractor contribution ban applies from when a request for proposals is sent out (or when contractual negotiations commence) until the completion of performance of the contract or the termination of negotiations.¹⁵
12. The Commission has made clear since at least 2011 that the government contractor prohibition applies to contributions to IEOPCs: in MUR 6403, the Commission emphasized that a contractor making a contribution to a political committee to fund independent expenditures is not itself making an expenditure; therefore, a contribution to such a committee falls “squarely within the statute’s prohibitions.”¹⁶
13. Moreover, in 2017, the Commission noted that there is no de minimis exception to the federal contractor contribution, finding that even if a contributor’s federal contract work is only a “small fraction” of its overall business, this “does not negate the company’s status as a federal contractor.”¹⁷

¹³ 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.1(a).

¹⁴ Factual and Legal Analysis at 8, MUR 8021 (Ohio Ordnance Works).

¹⁵ 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.1(b).

¹⁶ Factual and Legal Analysis at 5, 9, MUR 6403 (Alaskans Standing Together).

¹⁷ Factual and Legal Analysis at 4-5, MUR 7099 (Suffolk Construction Co., Inc.) (finding reason to believe that federal contractor Suffolk Construction Company, Inc. violated 52 U.S.C. § 30119(a)(1) by contributing \$200,000 to an IEOPC).

14. Even when the prohibited contractor contribution has been refunded, the Commission has pursued enforcement action. In 2019, the Commission found reason to believe federal contractor Ring Power Corporation violated Section 30119 when it contributed \$50,000 to an IEOPC, finding that Ring Power’s remedial measures, including obtaining a refund of the illegal contribution from the IEOPC, “do not excuse the violation.”¹⁸
15. The federal contractor ban applies in circumstances where there is “a very specific quo for which the contribution may serve as the quid,” and it was upheld unanimously by the en banc U.S. Court of Appeals for the D.C. Circuit in *Wagner v. FEC*, where the court stated that “the record offers every reason to believe that, if the dam barring contributions were broken, more money in exchange for contracts would flow through the same channels already on display.”¹⁹

CAUSE OF ACTION

I. DETROIT INTERNATIONAL BRIDGE VIOLATED THE FEDERAL CONTRACTOR CONTRIBUTION BAN

16. FECA and Commission regulations prohibit a federal contractor from making a contribution to any political committee during the period in which it is negotiating or performing on a federal contract.²⁰
17. According to USAspending.gov, Detroit International Bridge is currently a federal government contractor, and was a federal contractor when it made a \$236,800 contribution to Never PAC on May 25, 2023.²¹ Specifically, at the time it made the contribution at issue, Detroit International Bridge had multiple active contracts to “furnish[] any material, supplies,

¹⁸ Factual and Legal Analysis at 4, MUR 7451 (Ring Power Corp.); *see* Factual and Legal Analysis at 2-3, MUR 7568 (Alpha Marine Servs., Inc.) (same).

¹⁹ *Wagner v. FEC*, 793 F.3d 1, 18, 22 (D.C. Cir. 2015) (en banc).

²⁰ 52 U.S.C. § 30119(a)(1); 11 C.F.R. Part 115.

²¹ *See supra* ¶ 7.

or equipment to the United States or any department or agency thereof,” in particular, the General Services Administration.²²

18. It is immaterial, under section 30119, that the contribution at issue was dual attributed to Detroit International Bridge and to Matthew Moroun. Under the Commission regulations governing the reporting and attribution of limited liability company (LLC) contributions, the dual attribution of the contribution indicates only that Detroit International Bridge is an LLC that elects to be taxed as a partnership, and that Moroun is also attributable for the LLC’s contribution.²³ But Detroit International Bridge is a legally distinct “person” under FECA, and it was reported as the true source of the contribution, which it made while negotiating on performing on a federal contract—precisely as FECA prohibits.²⁴
19. It is likewise immaterial that Moroun may have been legally permitted to make a contribution to Never PAC in his own name with his personal funds. Regardless of that hypothetical scenario, that is not how the \$236,800 contribution at issue here was actually made or reported.²⁵
20. Consequently, there is reason to believe that Detroit International Bridge, a federal contractor, violated FECA’s federal contractor contribution ban at 52 U.S.C. § 30119(a) by making a \$236,800 contribution during the period its federal contracts were being negotiated and/or performed.

²² 52 U.S.C. § 30119(a)(1).

²³ See 11 C.F.R. §§ 110.1(e), 110.1(g)(2).

²⁴ See 52 U.S.C. § 30101(11); 30119(a).

²⁵ Cf. Statement of Reasons of Commissioners Allen J. Dickerson and James E. Trainor at 4, MUR 8038 (Angel Staffing, Inc.) (“Ms. Ralston’s attorneys seem to have concluded that because the money in that account derived from a \$4 million loan from Ms. Ralston to Angel Staffing . . . the money [to make the contribution] essentially belonged to Ms. Ralston personally. While an understandable conclusion, this was technically incorrect as a matter of law. Once Ms. Ralston lent funds to Angel Staffing, Inc. and the corporation took possession of those funds, they ceased to belong to her. Respondents, in protesting their innocence, would have us overlook the foundational principle that a corporation and its principals are separate legal persons. We declined, as we regularly have in other contexts, the invitation to carve out a FECA-specific exception to ancient principles of corporate law”).

PRAYER FOR RELIEF

21. Wherefore, the Commission should find reason to believe that Detroit International Bridge violated 52 U.S.C. § 30101 *et seq.*, and conduct an immediate investigation under 52 U.S.C. § 30109(a)(2).
22. The Commission should seek appropriate sanctions for any and all violations, including civil penalties sufficient to deter future violations and an injunction prohibiting the respondents from any and all violations in the future, and should seek such additional remedies as are necessary and appropriate to ensure compliance with the FECA.

Respectfully submitted,

/s/ Saurav Ghosh
Campaign Legal Center, by
Saurav Ghosh, Esq.
1101 14th Street, NW, Suite 400
Washington, DC 20005
(202) 266-5143

Saurav Ghosh, Esq.
Campaign Legal Center
1101 14th Street, NW, Suite 400
Washington, DC 20005
Counsel to the Campaign Legal Center

September 14, 2023

VERIFICATION

The complainant listed below hereby verify that the statements made in the attached Complaint are, upon their information and belief, true.

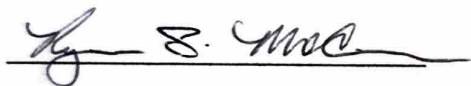
Sworn pursuant to 18 U.S.C. § 1001.

For Complainant Campaign Legal Center



Saurav Ghosh, Esq.

Sworn to and subscribed before me this 14 day of September 2023.



Notary Public

City/County of FAIRFAX
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 14 day of SEPTEMBER 2023
by SAURAV GHOSH
[Signature] Notary Public
My commission expires 09/30/2024

