

**Subject:** Responding Documents - Draft  
**Date:** Saturday, May 3, 2025 at 4:05:50 PM Eastern Daylight Time  
**From:** Bruce Friedman  
**To:** maluise  
**Priority:** High  
**Attachments:** COMMONWEALTH vs. DANIEL M. SPAULDING - SJC 13615.pdf

Good Day Ms. Luise:

I have begun my preliminary review of the data you have provided.

You admit that the City of Malden for the time period of November 26, 2019 through December 31, 2024 the City of Malden has received \$668,300.00 of public funding under the Wynn/Encore Contract which is contractually obligated to go to the "Malden Community Fund" under terms 6 through 6.2.b of the contract signed by the Mayor on November 12, 2013 in your SummaryofPmtandExpenses.pdf file. We agree with this calculation.

In 2019, November 26, 2019, specifically, Encore sent a check payable to **BOTH** the City of Malden the Malden Community Fund Committee in the amount of \$100,000.00. This check was mailed to the City of Malden address of 110 Pleasant Street, the check was intercepted and then deposited by you in the Century Bank Account for The Malden Community Fund Committee, Inc. on December 11, 2019. We do not have a copy of the back of the check indicating the endorsements to the check, please provide this.

This money was to be deposited into the City's General Fund, and then the \$100,000.00 due to the Malden Community Fund was to be appropriated by the City Council. This process was mandated by the Massachusetts Department of Revenue, and was further verified by the City Controller, Mr. Charles Ranaghan in direct communications with the DOR and their attorneys. This did not happen. Further this public money, was taken, converted, and withheld from the public, and from public oversight, as you have consistently reiterated that the Malden Community Fund Committee, Inc. is neither a public body nor subject to public records, but rather a private entity.

This private entity was **not** a non-profit in 2019, 2020, 2021, 2022, 2023 or 2024 until the IRS granted 501c3 status, based on your application of June 11, 2024 for

that date forward. By this time, the Fund was contractually owed \$668,377.00 from the City of Malden and had received only \$518,070.29; a difference of \$150,306.71.

No monies due the Malden Community Fund were paid to the fund from the City in 2020. The amount due for 2020 was \$102,500.00. This money is missing in its entirety until the City added \$150,307.00 on or about January 29<sup>th</sup> of 2025 from unknown and undeclared sources.

In 2021, the Malden Community Fund was due \$105,063.00 from the City. The City paid the fund \$100,000.00 on May 13, 2021, which you deposited on May 17, 2021. \$5,063.00 is missing in its entirety until the City added \$150,307.00 on or about January 29<sup>th</sup> of 2025 from unknown and undeclared sources.

In 2022, the Malden Community Fund was due \$107,689.00 from the City. The City paid the fund \$100,000.00 on December 9, 2021, which you deposited on February 7, 2022. \$7,689.00 is missing in its entirety until the City added \$150,307.00 on or about January 29<sup>th</sup> of 2025 from unknown and undeclared sources.

In 2023, the Malden Community Fund was due \$125,000.00 from the City. The City paid the fund \$107,689.00 on February 23, 2023, which you deposited on March 10, 2023. \$17,311.00 is missing in its entirety until the City added \$150,307.00 on or about January 29<sup>th</sup> of 2025 from unknown and undeclared sources.

In 2024, the Malden Community Fund was due \$128,125.00 from the City. The City paid the fund \$110,381.29 on May 2, 2024, which you deposited on June 17, 2024. \$17,743.71 is missing in its entirety until the City added \$150,307.00 on or about January 29<sup>th</sup> of 2025 from unknown and undeclared sources.

In total, the City received and illegally withheld \$150,306.71 from the Malden Community Fund.

Attached I have provided a determination of the Massachusetts Supreme Judicial Court, *Commonwealth v. Spaulding* 249 NE 3d 1144 (2025). This case is both

relative and on-point as it demonstrates that simply replacing the missing funds does not eliminate fraudulent intent; “There is more than sufficient evidence to conclude that, when he secreted the money from the evidence room to pay his mortgage and later lied to investigators, the defendant acted with the specific intent to secure for himself a privilege he knew or should have known was unwarranted, and did so by means of concealment, trickery, deception, or other knowingly wrongful act demonstrating fraudulent intent.”

Malden and the Community Fund were both fully aware of the monies owed, the monies received, the monies disbursed and the strict requirements of both the contract with the Encore/Wynn Casino and the Department of Revenue.

The checks and balances required under law for public funds were willfully and purposefully subverted in actions taken by both the City of Malden and the Malden Community Fund Committee, Inc.

- Public Oversight was specifically thwarted by yourself and various RAO's of the City, denying that any/all records regarding the MCFCI are not public.
- The City Council has not met, docketed, or discussed any of the funds from the Encore/Wynn, most importantly those for/of the MCFCI.
- Monies expended from this fund have been “given” to religious organizations as deemed by the IRS and these organizations themselves, in strict violation of the Massachusetts Anti-Aid Amendment to the Massachusetts Constitution.

If you are able to document all of the funds received from the Encore/Wynn on behalf of the Malden Community Fund, from the date received (Checks from Encore), where the funds were deposited, transferred, spent, withdrawn or otherwise moved or maintained, this will go a long way to explaining the usage by the City of monies belonging to the MCFCI.

Kindest Regards,

- Bruce Friedman
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