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CLERK U.S. DISTRICT COURT  
11/12/2020  
CENTRAL DISTRICT OF CALIFORNIA  
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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

October 2019 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

JOSE LUIS HUIZAR,  
RAYMOND SHE WAH CHAN,  
aka "She Wah Kwong,"  
WEI HUANG,  
SHEN ZHEN NEW WORLD I, LLC,  
DAE YONG LEE,  
aka "David Lee,"  
940 HILL, LLC,

Defendants.

CR 20-326(A)-JFW

F I R S T  
S U P E R S E D I N G  
I N D I C T M E N T

[18 U.S.C. § 1962(d): Racketeer Influenced and Corrupt Organizations Conspiracy; 18 U.S.C. §§ 1341, 1343, 1346: Honest Services Mail and Wire Fraud; 18 U.S.C. § 1952(a)(3): Interstate and Foreign Travel in Aid of Racketeering; 18 U.S.C. §§ 666(a)(1)(B), (a)(2): Bribery Concerning Programs Receiving Federal Funds; 18 U.S.C. §§ 1956(a)(1)(B)(i), (a)(2)(B)(i): Money Laundering; 18 U.S.C. § 1014: False Statements to a Financial Institution; 18 U.S.C. § 1519: Alteration of Records in Federal Investigations; 18 U.S.C. § 1001(a)(2): Making False Statements; 31 U.S.C. § 5324(a)(3): Structuring of Currency Transactions to Evade Reporting Requirements; 26 U.S.C. § 7201: Attempt to Evade and Defeat the Assessment and Payment of Income Tax; 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), 982(a)(2), and 1963, 26 U.S.C. § 7301, 28 U.S.C. § 2461(c), 31 U.S.C. § 5317: Criminal Forfeiture]

1 The Grand Jury charges:

2 INTRODUCTORY ALLEGATIONS

3 At times relevant to this First Superseding Indictment:

4 A. BACKGROUND ON CITY PROCESSES

5 1. The City of Los Angeles (the "City") was a government that  
6 received more than \$10,000 per fiscal year in funds from the United  
7 States, including for the years 2013 through 2020, in the form of  
8 grants, contracts, subsidies, loans, guarantees, insurance, and other  
9 forms of federal assistance. All legislative power in the City was  
10 vested in the City Council and was exercised by ordinance subject to  
11 a veto by the Mayor. The City was divided into fifteen City Council  
12 Districts covering different geographic areas. The City Council was  
13 composed of fifteen members elected from single-member districts.

14 2. Within the City, large-scale development projects required  
15 a series of applications and approvals prior to, during, and after  
16 construction. These applications and approvals occurred in various  
17 City departments, including the City Council, the Planning and Land  
18 Use Management ("PLUM") Committee, the Economic Development  
19 Committee, the Los Angeles Planning Department, the Los Angeles  
20 Department of Building and Safety ("LADBS"), the Area Planning  
21 Commission, the City Planning Commission ("CPC"), and the Mayor's  
22 Office.

23 3. Each part of the City approval process required official  
24 actions by public officials. These included entitlements, variances,  
25 permits, general plan amendments, subsidies, incentives, public  
26 benefits, scheduling agendas for the various committees, and overall  
27 approvals.

1 4. Even for projects that were not going through the City  
2 approval process, City officials could benefit a project or take  
3 adverse action against a project by advocating for or against the  
4 project, including by pressuring or seeking to influence other City  
5 officials, departments, business owners, and stakeholders.

6 5. Developers typically hired consultants and/or lobbyists to  
7 assist in guiding projects through the development process and City  
8 departments, including by interfacing with the City Council office  
9 that represented the district in which the project was located.

10 6. Under the California Political Reform Act, every elected  
11 official and public employee who made or influenced governmental  
12 decisions was required to submit a Statement of Economic Interest,  
13 also known as the Form 700, annually.

14 7. To prevent former City officials from exercising or  
15 appearing to exercise improper influence over City decisions, the Los  
16 Angeles Municipal Code contained "revolving door" restrictions. The  
17 restrictions imposed a lifetime ban on receiving compensation to  
18 attempt to influence City action on a specific matter in which the  
19 City official personally and substantially participated in during  
20 their City service, either personally or through an agent. The  
21 restrictions also imposed a one-year ban, or "cooling-off" period,  
22 during which the City official was prohibited from attempting to  
23 influence action, either personally or through an agent, on a matter  
24 pending before any City agency for compensation.

25 B. RELEVANT PERSONS AND ENTITIES

26 (1) **City Officials and Their Associates**

27 8. Defendant JOSE LUIS HUIZAR was the Councilmember for  
28 Council District 14 ("CD-14"), first elected in 2005, and re-elected

1 in 2007, 2011, and 2015. Defendant HUIZAR was the Chair of the PLUM  
2 Committee, a body appointed by the City Council President that  
3 oversaw many of the most significant commercial and residential  
4 development projects in the City. Defendant HUIZAR also served on  
5 the Economic Development Committee. As a public official employed by  
6 the City, defendant HUIZAR owed a fiduciary duty to the City and  
7 citizens of the City to perform the duties and responsibilities of  
8 defendant HUIZAR's office free from bias, conflicts of interest,  
9 self-enrichment, self-dealing, concealment, deceit, fraud, kickbacks,  
10 and bribery.

11 9. HUIZAR Relative 1, HUIZAR Relative 2, and HUIZAR Relative 3  
12 were close relatives of defendant HUIZAR. Beginning no later than  
13 2007, HUIZAR Relative 1 received a bi-weekly payment of approximately  
14 \$2,500 from Law Firm A as part of her employment with Law Firm A,  
15 which tasked her with marketing and business development. Between  
16 approximately July 2012 and January 2016, HUIZAR Relative 1 also  
17 received regular payments from High School A, totaling approximately  
18 \$150,000, as a fundraiser. In or about September 2018, HUIZAR  
19 Relative 1 formally announced her candidacy to succeed defendant  
20 HUIZAR as Councilmember for CD-14.

21 10. HUIZAR Associate 1 was a close associate of defendant  
22 HUIZAR and operated Company A in the City.

23 11. HUIZAR Associate 2 was a close associate and fundraiser for  
24 defendant HUIZAR, who created and operated a political action  
25 committee ("PAC"), PAC B, which at times was used to benefit  
26 defendant HUIZAR's political causes.

27 12. HUIZAR Associate 3 was a close associate of and fundraiser  
28 for defendant HUIZAR and operated a company in the City.

1           13. George Esparza worked for the City as defendant HUIZAR's  
2 Special Assistant in CD-14 until on or about December 31, 2017.

3           14. City Staffer A-2 worked for the City on defendant HUIZAR's  
4 staff in CD-14.

5           15. Defendant RAYMOND SHE WAH CHAN, also known as "She Wah  
6 Kwong," was the General Manager of the LADBS until in or about May  
7 2016. In or about May 2016, defendant CHAN was appointed by the  
8 Mayor as the City's Deputy Mayor of Economic Development. As a  
9 public official employed by the City, defendant CHAN owed a fiduciary  
10 duty to the City and citizens of the City to perform the duties and  
11 responsibilities of defendant CHAN's office free from bias, conflicts  
12 of interest, self-enrichment, self-dealing, concealment, deceit,  
13 fraud, kickbacks, and bribery. In or about July 2017, defendant CHAN  
14 retired from the City and officially began working with George  
15 Chiang, consulting and lobbying on behalf of developers. In August  
16 2017, defendant CHAN established LABXG, Inc. and opened a bank  
17 account for LABXG, Inc., for the purpose of, among other things,  
18 receiving payments from Chiang and making payments to himself.

19           16. CHAN Relative 1 was a close relative of defendant CHAN.

20                   **(2) Developers and Their Associates**

21           17. Defendant WEI HUANG was the Chairman and President of a  
22 China-based real estate development company with more than \$1 billion  
23 invested in projects worldwide and, according to its website, one of  
24 China's top developers. Defendant HUANG was a Chinese national and  
25 billionaire. Defendant HUANG, through U.S. subsidiaries and  
26 affiliates, acquired two development properties in the City in 2010  
27 and 2011, respectively, including the L.A. Grand Hotel Downtown  
28 located in CD-14. Beginning in February 2018, defendant HUANG was

1 the Chief Executive Officer of defendant SHEN ZHEN NEW WORLD I, LLC  
2 ("SHEN ZHEN COMPANY"). In June 2018, defendants HUANG and SHEN ZHEN  
3 COMPANY applied to redevelop the L.A. Grand Hotel into a 77-story  
4 skyscraper featuring a mix of residential and commercial uses ("L.A.  
5 Grand Hotel Project").

6 18. Defendant SHEN ZHEN COMPANY was a California limited  
7 liability company registered with the California Secretary of State  
8 in 2010. In 2011, defendant SHEN ZHEN COMPANY acquired the L.A.  
9 Grand Hotel Downtown located at 333 S. Figueroa Street in CD-14 for  
10 \$90 million.

11 19. Executive Director E was the Executive Director of  
12 defendant SHEN ZHEN COMPANY, and worked directly for defendant HUANG  
13 in the City.

14 20. General Manager E was the general manager of the L.A. Grand  
15 Hotel, employee of defendant SHEN ZHEN COMPANY, and worked directly  
16 for defendant HUANG in the City.

17 21. Employee E was an employee of defendant SHEN ZHEN COMPANY,  
18 and worked directly for defendant HUANG and Executive Director E in  
19 the City. At defendant HUANG's direction, Employee E was the sole  
20 representative of Holding Company E, a Hong Kong company, in handling  
21 Holding Company E's funds in the United States.

22 22. Defendant 940 HILL, LLC was a limited liability company  
23 registered with the California Secretary of State in June 2008. In  
24 2008, defendant 940 HILL, LLC acquired a property located at 940  
25 South Hill Street in CD-14 for \$9 million.

26 23. Defendant DAE YONG LEE, also known as "David Lee," was a  
27 real estate owner and developer who owned commercial properties in  
28 the City. Defendant LEE was the majority owner of defendant 940

1 HILL, LLC. Defendants LEE and 940 HILL, LLC were planning on  
2 building a mixed-use development on the property to include 14,000  
3 square feet of commercial space and over 200 residential units ("940  
4 Hill Project").

5 24. Fuer Yuan, a Chinese national, owned a Chinese real estate  
6 company which, according to its website, developed projects  
7 worldwide. Yuan, through the U.S. subsidiary Jia Yuan USA Co., Inc.  
8 ("Jia Yuan") acquired the Luxe City Center Hotel located at 1020 S.  
9 Figueroa Street in CD-14 in 2014, and planned to redevelop it into a  
10 mixed-use development that was to include 80,000 square feet of  
11 commercial space, 650 residential units, and 300 hotel rooms, valued  
12 at \$700 million ("Luxe Hotel Project").

13 25. General Manager D was the general manager of the Luxe Hotel  
14 Project, and an agent of Jia Yuan, until he was terminated from that  
15 role in approximately January 2017.

16 26. Company F, Company G, Company K, and Company L were China-  
17 based real estate development companies that each owned development  
18 projects located in CD-14.

19 27. Company H and Company J were domestic real estate  
20 development companies that each owned development projects located in  
21 CD-14.

22 28. Company I owned a real estate development project located  
23 outside of CD-14 that needed approvals in the PLUM and Economic  
24 Development Committees in order to move forward in the City approval  
25 process.

26 29. Company M was a domestic real estate development company  
27 that owned multiple development projects nationwide and located in  
28 the City, including Project M located in CD-14. Project M was a

1 mixed-use development that was to include 125,000 square feet of  
2 commercial retail and office floor area and approximately 475  
3 live/work dwelling units. Executive M was a principal partner of  
4 Company M representing Los Angeles.

5 30. Developer N owned a domestic real estate development  
6 company with a major development project located in CD-14.

7 31. Businessperson A operated businesses in the City relating  
8 to major development projects, and began covertly working at the  
9 direction of the FBI as part of its investigation of City corruption,  
10 which included allegations described in this First Superseding  
11 Indictment, in approximately August 2017.

12 **(3) Consultants and Lobbyists**

13 32. George Chiang was the owner of Synergy Alliance Advisors  
14 ("Synergy") and a real estate broker and consultant with multiple  
15 clients in CD-14, including Jia Yuan, for whom he acted as an agent  
16 in his interactions with City officials. Beginning in approximately  
17 July 2017, Chiang and defendant CHAN formally began working together  
18 at a real estate brokerage and consulting firm, CCC Investment Inc.,  
19 with an office in downtown Los Angeles.

20 33. Justin Kim was a real estate appraiser and consultant for  
21 real estate developers with projects in the City and a major  
22 fundraiser for defendant HUIZAR.

23 34. Morris Goldman, also known as "Morrie Goldman," was a  
24 consultant for real estate developers with projects in the City and a  
25 major fundraiser for defendant HUIZAR. Goldman was a principal  
26 officer of PAC A, which purported to be a "general purpose"  
27 committee, but in fact was formed to primarily benefit HUIZAR  
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1 Relative 1's campaign for the CD-14 seat. Beginning in 2014, Goldman  
2 was a consultant hired by Company M to work on Project M.

3 35. Lobbyist C was a consultant and lobbyist for real estate  
4 developers with projects in the City, including Company H, and a  
5 close associate of the Executive Director of Labor Organization A, an  
6 unincorporated association of individuals and labor organizations  
7 that included labor unions.

8 36. These Introductory Allegations are incorporated by  
9 reference into each count of this First Superseding Indictment.

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COUNT ONE

[18 U.S.C. § 1962(d)]

[DEFENDANTS HUIZAR AND CHAN]

A. THE RACKETEERING ENTERPRISE

At times relevant to this First Superseding Indictment:

37. Defendant JOSE LUIS HUIZAR, defendant RAYMOND SHE WAH CHAN, George Esparza, George Chiang, and others known and unknown to the Grand Jury, were members and associates of the CD-14 Enterprise, a criminal organization whose members and associates engaged in, among other things: bribery; mail and wire fraud, including through the deprivation of the honest services of City officials and employees; extortion; interstate and foreign travel in aid of racketeering; money laundering; structuring; and obstruction of justice. The CD-14 Enterprise operated within the Central District of California and elsewhere.

38. The CD-14 Enterprise, including its leaders, members, and associates, constituted an "enterprise," as defined by Title 18, United States Code, Section 1961(4), that is, a group of individuals associated in fact. The CD-14 Enterprise constituted an ongoing organization whose members functioned as a continuing unit for a common purpose of achieving the objectives of the enterprise. The CD-14 Enterprise engaged in, and its activities affected, interstate and foreign commerce.

B. OBJECTIVES OF THE ENTERPRISE

39. The objectives of the CD-14 Enterprise included, but were not limited to, the following:

a. enriching the members and associates of the CD-14 Enterprise through means that included: bribery; extortion; and mail

1 and wire fraud, including through the deprivation of the honest  
2 services of City officials and employees;

3 b. advancing the political goals and maintaining control  
4 and authority of the CD-14 Enterprise by elevating members and  
5 associates of the CD-14 Enterprise to, and maintaining those  
6 individuals' placement in, prominent elected office, through means  
7 that included bribery and mail and wire fraud, including through the  
8 deprivation of the honest services of City officials and employees;

9 c. concealing the financial activities of the CD-14  
10 Enterprise, through means that included money laundering and  
11 structuring; and

12 d. protecting the CD-14 Enterprise by concealing the  
13 activities of its members and associates and shielding the CD-14  
14 Enterprise from detection by law enforcement, the City, the public,  
15 and others, through means that included obstructing justice.

16 C. RICO CONSPIRACY

17 40. Beginning on a date unknown to the Grand Jury, but no later  
18 than February 2013, and continuing to the present, in Los Angeles  
19 County, within the Central District of California and elsewhere,  
20 defendants HUIZAR and CHAN, persons employed by and associated with  
21 the CD-14 Enterprise, which engaged in and its activities affected  
22 interstate and foreign commerce, conspired with each other and others  
23 known and unknown to the Grand Jury, including George Esparza and  
24 George Chiang, to unlawfully and knowingly violate Title 18, United  
25 States Code, Section 1962(c), that is, to conduct and participate,  
26 directly and indirectly, in the conduct of the affairs of the CD-14  
27 Enterprise through a pattern of racketeering activity, as that term  
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1 is defined in Title 18, United States Code, Sections 1961(1) and  
2 1961(5), consisting of multiple acts:

3 a. involving bribery, in violation of California Penal  
4 Code Sections 31, 67, 67.5(b), 68 and 182(a)(1);

5 b. indictable under Title 18, United States Code,  
6 Sections 1341, 1343, and 1346 (Mail and Wire Fraud, including through  
7 the Deprivation of Honest Services);

8 c. indictable under Title 18, United States Code, Section  
9 1951 (Extortion);

10 d. indictable under Title 18, United States Code, Section  
11 1952 (Interstate and Foreign Travel in Aid of Racketeering);

12 e. indictable under Title 18, United States Code,  
13 Sections 1956 and 1957 (Money Laundering);

14 f. indictable under Title 18, United States Code, Section  
15 1512 (Obstruction of Justice and Witness Tampering); and

16 g. indictable under Title 31, United States Code, Section  
17 5324 (Structuring Transactions to Evade Reporting Requirement).

18 41. It was a further part of the conspiracy that defendants  
19 HUIZAR and CHAN each agreed that a conspirator would commit at least  
20 two acts of racketeering activity in the conduct of the affairs of  
21 the enterprise.

22 D. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE  
23 ACCOMPLISHED

24 42. Defendants HUIZAR and CHAN and other members and associates  
25 of the CD-14 Enterprise agreed to conduct the affairs of the CD-14  
26 Enterprise through the following means, among others:

27 a. In order to enrich its members and associates, the CD-  
28 14 Enterprise operated a pay-to-play scheme within the City, wherein

1 public officials demanded and solicited financial benefits from  
2 developers and their proxies in exchange for official acts.  
3 Specifically, through a scheme that involved bribery, mail and wire  
4 fraud, and extortion, defendant HUIZAR, defendant CHAN, George  
5 Esparza, and other City officials demanded, solicited, accepted, and  
6 agreed to accept from developers and their proxies, including George  
7 Chiang, some combination of the following types of financial  
8 benefits, among others: (1) cash; (2) consulting and retainer fees;  
9 (3) favorable loans; (4) gambling chips at casinos; (5) political  
10 contributions; (6) flights on private jets and commercial airlines;  
11 (7) stays at luxury hotels; (8) expensive meals; (9) spa services;  
12 (10) event tickets to concerts, shows, and sporting events;  
13 (11) escort and prostitution services; and (12) other gifts.

14           b. In exchange for such financial benefits from  
15 developers and their proxies, defendant HUIZAR, defendant CHAN,  
16 George Esparza, and other City officials agreed to perform and  
17 performed the following types of official acts, among others:  
18 (1) presenting motions and resolutions in various City committees to  
19 benefit projects; (2) voting on projects in various City committees,  
20 including the PLUM Committee, and City Council; (3) taking, or not  
21 taking, action in the PLUM Committee to expedite or delay the  
22 approval process and affect project costs; (4) exerting pressure on  
23 other City officials to influence the approval and/or permitting  
24 process of projects; (5) using their office to negotiate with and  
25 exert pressure on labor unions to resolve issues on projects;  
26 (6) leveraging voting and scheduling power to pressure developers  
27 with projects pending before the City to affect their business  
28 practices; and (7) introducing or voting on City resolutions to

1 enhance the professional reputation and marketability of  
2 businesspersons in the City.

3 c. To hide the money, bribes, and other personal benefits  
4 that flowed from the developers and their proxies to the public  
5 officials, the CD-14 Enterprise engaged in money laundering and other  
6 concealment activities. Specifically, members and associates of the  
7 CD-14 Enterprise engaged in the following activities, among others:  
8 (1) storing large amounts of cash in one's residence; (2) providing  
9 cash to family members and associates; (3) directing payments to  
10 family members, associates, and entities to avoid creating a paper  
11 trail between the developers, their proxies and public officials;  
12 (4) using family members and associates to pay expenses;  
13 (5) depositing and exchanging cash at ATMs and banks in amounts under  
14 \$10,000 to avoid bank reporting requirements; and (6) failing to  
15 disclose payments and benefits received on Forms 700 and on tax  
16 returns.

17 d. In order to maintain its power and control, members  
18 and associates of the CD-14 Enterprise used their positions and  
19 relationships to illicitly ensure it maintained a political power  
20 base filled with their allies and obtained significant official City  
21 positions, resources, and financial support. Specifically, through  
22 bribery, members and associates of the CD-14 Enterprise raised funds  
23 from developers and their proxies with projects in CD-14 for the  
24 following, among others: (1) defendant HUIZAR's re-election campaigns  
25 and officeholder accounts; (2) HUIZAR Relative 1's election campaign  
26 for the CD-14 seat; and (3) PACs designed to benefit HUIZAR Relative  
27 1's election campaign.

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1 e. In order to protect the CD-14 Enterprise and avoid  
2 detection by law enforcement, the City, the public, and others,  
3 members and associates of the CD-14 Enterprise engaged in the  
4 following conduct: (1) lying to law enforcement in an effort to  
5 impede the investigation into criminal conduct of the CD-14  
6 Enterprise; (2) attempting to corruptly influence the statements of  
7 others to law enforcement; and (3) using encrypted messaging  
8 applications, including those utilizing a self-destructing message  
9 system, to communicate about the affairs of the CD-14 Enterprise.

10 E. OVERT ACTS

11 43. In furtherance of the conspiracy and to accomplish the  
12 object of the conspiracy, on or about the following dates, defendants  
13 HUIZAR and CHAN and others known and unknown to the Grand Jury,  
14 committed and caused to be committed various overt acts within the  
15 Central District of California, and elsewhere, including the  
16 following:

17 (1) L.A. Grand Hotel Bribery Scheme

18 Overt Act No. 1: In or around February 2013, defendant CHAN,  
19 then the Interim General Manager of LADBS, introduced defendant  
20 HUIZAR and George Esparza to Wei Huang, who owned Shen Zhen Company  
21 and the L.A. Grand Hotel (located in CD-14), and another property  
22 located in a different City district.

23 Overt Act No. 2: In May 2013, defendants HUIZAR and CHAN  
24 coordinated by e-mail and text messages with Wei Huang and George  
25 Esparza to arrange a trip for defendant HUIZAR and CD-14 staff  
26 members to visit Huang in China.

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1           **a. Benefits to Defendant HUIZAR at Casinos**

2           Overt Act No. 3:       In March 2013, defendant HUIZAR traveled on  
3 a private jet with George Esparza, Wei Huang, and Executive Director  
4 E to Las Vegas, Nevada.

5           Overt Act Nos. 4-22:   Between March 2013 and February 2017,  
6 defendant HUIZAR and George Esparza traveled to Las Vegas casinos  
7 with Wei Huang, Executive Director E, and, at times, General Manager  
8 E on the following dates, and was offered and/or accepted benefits,  
9 including flights, hotel rooms, spa services, meals, alcohol,  
10 prostitution/escort services, and casino gambling chips in the  
11 following approximate amounts:

Overt Act No.	Date(s)	Casino(s)	Expenses (group)	Gambling chips (HUIZAR)	Gambling chips (Esparza)
4	03/22/2013 to 03/24/2013	Casino 4	\$56,704	\$10,000	\$2,000
5	12/30/2013 to 01/02/2014	Casino 4	\$54,141	\$10,000	\$2,000
6	06/07/2014 to 06/08/2014	Casino 1/ Casino 4	\$61,635	\$10,000	\$2,000
7	06/14/2014 to 06/15/2014	Casino 1/ Casino 4	\$17,844	\$10,000	\$2,000
8	08/22/2014 to 08/25/2014	Casino 1	\$138,233	\$13,500	\$2,000
9	03/13/2015 to 03/14/2015	Casino 1	\$30,952	\$20,000	\$2,000
10	03/28/2015 to 03/30/2015	Casino 1	\$39,185	\$10,000	\$2,000
11	05/01/2015 to 05/03/2015	Casino 1	\$2,676	\$10,000	\$2,000
12	07/07/2015 to	Casino 1	\$32,682	\$65,000	\$2,000



Overt Act No.	Date(s)	Casino(s)	Expenses (group)	Gambling chips (HUIZAR)	Gambling chips (Esparza)
	07/08/2015				
13	10/28/2015 to 10/30/2015	Casino 2	\$96,681	\$10,000	\$2,000
14	12/11/2015 to 12/13/2015	Casino 3	\$35,974	\$10,000	\$2,000
15	02/12/2016 to 02/13/2016	Casino 2	\$60,798	\$10,000	\$2,000
16	02/26/2016 to 02/28/2016	Casino 3	\$40,095	\$10,000	\$2,000
17	04/30/2016 to 05/02/2016	Casino 1/ Casino 2	\$127,256	\$10,000	\$2,000
18	05/05/2016 to 05/07/2016	Casino 1/ Casino 3	\$16,475	\$10,000	\$2,000
19	05/13/2016 to 05/16/2016	Casino 1	\$649	\$10,000	\$2,000
20	07/14/2016 to 07/17/2016	Casino 3	\$1,123	\$10,000	\$2,000
21	08/05/2016 to 08/07/2016	Casino 2	\$60,463	\$11,000	\$2,000
22	02/04/2017 to 02/06/2017	Casino 2/ Casino 3	\$16,822	\$10,000	\$2,000
		<b>TOTAL:</b>	<b>\$890,388</b>	<b>\$259,500</b>	<b>\$38,000</b>

**b. Defendant HUIZAR Helps Save Defendant CHAN's Job and then Receives \$600,000 to Settle Defendant HUIZAR's Sexual Harassment Lawsuit During His Reelection Campaign**

Overt Act No. 23: On October 7, 2013, defendant CHAN e-mailed defendant HUIZAR "talking points" regarding an upcoming motion to prevent the consolidation of the Planning Department and the LADBS,

1 which would cost defendant CHAN's powerful position as Interim  
2 General Manager of LADBS.

3 Overt Act No. 24: On October 8, 2013, at defendant CHAN's  
4 request, defendant HUIZAR presented an amended motion and spoke in  
5 favor of preventing the consolidation of the two departments, and  
6 defendant CHAN expressed his gratitude to defendant HUIZAR in a text  
7 message: "You are such an eloquent speaker! UNBELIEVABLE! Please  
8 accept my deepest, most sincere gratitude. Believe me or not, I have  
9 [t]ears in my eyes! I am actually crying! Thank you, thank you, thank  
10 you!".

11 Overt Act No. 25: On October 17, 2013, defendants HUIZAR and  
12 CHAN discussed the sexual harassment lawsuit filed against defendant  
13 HUIZAR, and traded text messages about how defendant CHAN would  
14 facilitate Wei Huang's assistance with the lawsuit. Specifically,  
15 defendant CHAN wrote: "The chairman [Huang] asks if there is anything  
16 that he can help."

17 Overt Act No. 26: On October 18, 2013, defendant CHAN  
18 coordinated a meeting between defendant HUIZAR and Wei Huang to  
19 discuss Huang's financial help regarding the lawsuit.

20 Overt Act No. 27: On November 5, 2013, defendant CHAN e-mailed  
21 defendant HUIZAR a motion to present regarding the proposed  
22 consolidation of the City departments, and wrote to defendant HUIZAR  
23 in a text message: "I heard that the item (motion) may go consent  
24 this morning at council. If it goes consent, then I guess we do not  
25 need to do the amendment. If it is called special, then can you  
26 please introduce the amendment? Please advise."

27 Overt Act No. 28: On November 6, 2013, defendant HUIZAR  
28 forwarded the motion and e-mail from defendant CHAN to another public

1 official, writing: "Don't mention I got this from [defendant CHAN].  
2 Please print and have ready for me to submit to council today on this  
3 item."

4 Overt Act No. 29: On June 14, 2014, defendant CHAN sent a text  
5 message to defendant HUIZAR, writing: "I'll confirm the Vegas trip  
6 with [Wei Huang] and report back to you."

7 Overt Act No. 30: On July 18, 2014, defendant CHAN, via text  
8 message, continued coordinating discussions between defendant HUIZAR  
9 and Wei Huang regarding the settlement funds.

10 Overt Act No. 31: In or around August 2014, defendant HUIZAR,  
11 George Esparza, and Executive Director E communicated by e-mail with  
12 Attorney E, who was retained by Executive Director E to draft and  
13 execute the necessary paperwork to effectuate the financial  
14 transactions transferring funds to defendant HUIZAR.

15 Overt Act No. 32: On August 17, 2014, defendant HUIZAR e-  
16 mailed George Esparza, Executive Director E, and Attorney E regarding  
17 settlement funds for the sexual harassment lawsuit, writing:  
18 "[P]laintiff attorney is asking for a deadline of Tuesday noon to  
19 sign settlement. otherwise they pull the settlement offer. let me  
20 know as soon as money has been transferred and available. i just need  
21 to know it is there before we sign it."

22 Overt Act No. 33: On August 20, 2014, defendants CHAN and  
23 HUIZAR, via text messages, discussed coordinating meetings with Wei  
24 Huang to discuss the settlement funds.

25 Overt Act No. 34: On or about August 22, 2014, defendant  
26 HUIZAR executed a Promissory Note with Holding Company E, wherein  
27 Holding Company E agreed to wire \$600,000 to defendant HUIZAR. The  
28 Promissory Note provided that the principal and all accrued interest

1 would be due and payable as one "balloon payment of \$800,000" no  
2 later than August 22, 2020.

3 Overt Act No. 35: On August 25, 2014, defendant CHAN reached  
4 out to defendant HUIZAR by text message regarding settlement fund  
5 discussions.

6 Overt Act No. 36: On September 3, 2014, defendant HUIZAR  
7 communicated with Attorney E by e-mail regarding the transfer of  
8 funds for his settlement. Specifically, after Attorney E assured  
9 defendant HUIZAR that the Promissory Note would remain concealed,  
10 defendant HUIZAR responded: "can you find out before we go if I can  
11 simply state the purpose of loan is: 'for personal use.' Would that  
12 be sufficient[?] I obviously do not want to state that it is for  
13 settlement."

14 Overt Act No. 37: On September 15, 2014, defendant HUIZAR  
15 instructed defendant CHAN: "hold off on asking chairman [Wei Huang].  
16 George [Esparza] told me that [Executive Director E] was frustrated  
17 that we keep asking him. [Executive Director E] said that chairman  
18 [Huang] will call china tonight. Lets wait til tomorrow to see what  
19 happens."

20 Overt Act No. 38: On September 17, 2014, defendant HUIZAR, in  
21 conjunction with Wei Huang, caused Bank 1 to open a Certificate of  
22 Deposit account under Holding Company E ("the CD Account"), listing  
23 defendant HUIZAR and Holding Company E as "owner," and listing  
24 Employee E as the authorized signor.

25 Overt Act No. 39: On September 19, 2014, defendant CHAN wrote  
26 to defendant HUIZAR: "Everything good sir?" Defendant HUIZAR  
27 confirmed: "Yes" and "Thank u."

28

1           Overt Act No. 40:    Before on or about September 22, 2014,  
2 defendant HUIZAR, in conjunction with Wei Huang, caused \$600,000 to  
3 be wired from a bank account in Hong Kong to an Interest on Lawyer  
4 Trust Account at a bank in Arcadia, California, and subsequently  
5 caused a check to be issued from that account to Holding Company E  
6 for \$600,000.

7           Overt Act No. 41:    On September 22, 2014, defendant HUIZAR, in  
8 conjunction with Wei Huang, caused Holding Company E to deposit the  
9 \$600,000 check into the CD Account as a Certificate of Deposit.

10          Overt Act No. 42:    On September 23, 2014, defendant HUIZAR  
11 caused Bank 1 to issue a loan to defendant HUIZAR for \$570,000, using  
12 the \$600,000 in the CD Account provided by Wei Huang as collateral  
13 for the loan. The loan provided for 60 monthly payments, with the  
14 total amount to be repaid as \$656,687.47, and the first interest  
15 payment due on October 23, 2014.

16          Overt Act No. 43:    On September 23, 2014, defendant HUIZAR  
17 authorized a transfer of \$570,000 from his personal loan account at  
18 Bank 1 to a bank account for the law firm that represented defendant  
19 HUIZAR in the sexual harassment lawsuit, to pay for the settlement of  
20 the lawsuit.

21          Overt Act No. 44:    On December 4, 2014, Employee E forwarded an  
22 e-mail containing a request from Bank 1 sent to Employee E and  
23 defendant HUIZAR regarding the loan to Executive Director E and  
24 another Shen Zhen Company employee.

25          Overt Act No. 45:    On December 4, 2014, defendant HUIZAR sent a  
26 text message to George Esparza, writing: "Tell [Executive Director E]  
27 that [Employee E] needs to send address of foreign company to [Bank  
28 1]. I got notice today that they have been asking her for it and if

1 they don't get it, it will instigate an audit and we don't want that.  
2 Have her send address tomorrow."

3 Overt Act No. 46: On May 10, 2016, defendant HUIZAR forwarded  
4 an e-mail request from Bank 1 regarding paperwork for the loan to Wei  
5 Huang, via George Esparza and Executive Director E.

6 Overt Act No. 47: On June 22, 2017, defendant CHAN and George  
7 Chiang, in a telephone call, discussed defendant CHAN's integral  
8 role, along with Wei Huang and Executive Director E, in saving  
9 defendant HUIZAR's career by helping resolve the 2013 sexual  
10 harassment lawsuit against defendant HUIZAR. Specifically, defendant  
11 CHAN stated: "I consider [HUIZAR] an ally, as my brother." Chiang  
12 replied: "but the issue is that you already put ... your ass on fire  
13 for [HUIZAR], you did a lot of stuff for him." Later in the  
14 conversation, Chiang continued: "without you doing that [HUIZAR]  
15 would not be here today." Defendant CHAN responded: "[N]ot just me,  
16 but you know with uh, [Executive Director E], and [not] without ...  
17 Chairman [Huang]."

18 Overt Act No. 48: On October 23, 2018, in a telephone call  
19 between George Chiang and City Staffer A-2, Chiang told City Staffer  
20 A-2 that defendant HUIZAR needed help finding a source for the  
21 hundreds of thousands of dollars required to settle the sexual  
22 harassment lawsuit against him because the City would not pay it.  
23 Chiang then explained: "You are my brother so I'm going to tell you  
24 this .... JOSE [HUIZAR] still has to give RAY [CHAN] the respect,  
25 because, RAY [CHAN] really really helped out JOSE [HUIZAR] on the  
26 [sexual harassment lawsuit] shit. Because RAY [CHAN] was there for  
27 him and without RAY [CHAN], I don't think, I really think that JOSE  
28 [HUIZAR] would have just resigned."

1           Overt Act No. 49:    On December 12, 2018, defendant HUIZAR  
2 caused himself to be enriched by \$575,269.61, by failing to make  
3 interest payments on his personal loan for three consecutive months,  
4 and thereby allowing the collateral Wei Huang provided to Bank 1 to  
5 be applied to the remaining balance defendant HUIZAR owed on the  
6 loan.

7           **c.    Requests to Defendant HUIZAR**

8           Overt Act No. 50:    On May 17, 2013, George Esparza received an  
9 e-mail from an employee of a Shen Zhen Company affiliate entity  
10 requesting a "favor" from defendant HUIZAR relating to a visa  
11 application for another Shen Zhen Company affiliate employee.

12           Overt Act No. 51:    On or around May 17, 2013, defendant HUIZAR  
13 signed a letter on official letterhead addressed to the United States  
14 Consulate General in Guangzhou, China, supporting a visa application  
15 for the Director of Finance for a Shen Zhen Company affiliate entity.

16           Overt Act No. 52:    On June 4, 2013, defendant HUIZAR received  
17 an e-mail from Wei Huang in which Huang enlisted defendant HUIZAR's  
18 help regarding Huang's son's admission to a Southern California  
19 university. The email stated: "I would be grateful if you could do  
20 me a favor to help contact with [the school] about my son's  
21 [application] status." Thereafter, defendant HUIZAR facilitated a  
22 meeting between Huang's son and a high-ranking school official.

23           Overt Act No. 53:    On July 13, 2013, defendant HUIZAR received  
24 an e-mail from a Shen Zhen Company employee asking defendant HUIZAR  
25 to arrange a meeting with the head of a labor union, which had a  
26 dispute related to the L.A. Grand Hotel.

27           Overt Act No. 54:    On September 27, 2013, as part of Wei  
28 Huang's ongoing effort to enlist defendant HUIZAR's help to negotiate

1 and resolve a parking lot dispute with the owners of a plot of land  
2 adjacent to the L.A. Grand Hotel, defendants HUIZAR and CHAN  
3 discussed scheduling meetings via text messages.

4 Overt Act No. 55: In April 2014, to benefit Wei Huang's  
5 reputation in the business community, defendant HUIZAR introduced and  
6 signed a resolution before the City Council recognizing Huang for his  
7 achievements and contributions to the economy of CD-14, which the  
8 City Council signed and adopted.

9 Overt Act No. 56: On June 27, 2017, at defendant HUIZAR's  
10 direction, George Esparza put General Manager E in touch with a CD-14  
11 staff member to discuss and facilitate resolving union issues at Wei  
12 Huang's two hotels in the City.

13 Overt Act No. 57: On May 4, 2016, defendant CHAN, in his  
14 capacity as General Manager of LADBS, agreed to meet with consultants  
15 for Shen Zhen Company to discuss the "hotel expansion study" and  
16 "Chairman Huang's idea ... to test the maximum allowable development"  
17 for the property and defendant CHAN's "help to get started."

18 Overt Act No. 58: In or around July 2016, defendant CHAN  
19 participated in a conference call with Wei Huang and consultants  
20 hired by Shen Zhen Company to discuss the expansion of the L.A. Grand  
21 Hotel, and the City's approvals for the development project.

22 Overt Act No. 59: On August 4, 2016, defendants HUIZAR and  
23 CHAN met with Wei Huang and senior officials from the Planning  
24 Department, senior CD-14 staff members, and members of Huang's team  
25 to discuss the expansion of the L.A. Grand Hotel, including Huang's  
26 interest in pursuing Transient Occupancy Tax rebates, Transfer of  
27 Floor Area Rights ("TFAR"), and other incentives from the City.

28



1           Overt Act No. 60:    In or around August 2016, on a private jet  
2 flight back from Las Vegas, defendant HUIZAR had a conversation with  
3 Wei Huang in which Huang requested assistance in hiring a consultant  
4 on the L.A. Grand Hotel Project, and defendant HUIZAR agreed to help.

5           Overt Act No. 61:    On August 15, 2016, George Esparza texted  
6 defendant HUIZAR regarding the L.A. Grand Hotel Project: "Reminder  
7 boss to decide what land use expeditors you want to recommend to the  
8 Chairman [Wei Huang]."

9           Overt Act No. 62:    On October 18, 2016, George Esparza received  
10 a text message sent by Executive Director E at Wei Huang's request.  
11 The text message requested Esparza's assistance to get a letter  
12 signed by defendant HUIZAR regarding the L.A. Grand Hotel Project,  
13 explaining: "The reason for the letter is to get money from china for  
14 [t]he [L.A. Grand Hotel] project at downtown."

15           Overt Act No. 63:    On October 19, 2016, defendant HUIZAR  
16 received an e-mail and attachment forwarded by Executive Director E  
17 that was prepared by Wei Huang regarding the L.A. Grand Hotel  
18 Project. The attachment was a draft letter from defendant HUIZAR to  
19 Huang on defendant HUIZAR's official letterhead, referencing Huang's  
20 "application for the Los Angeles Highest Building Project [the L.A.  
21 Grand Hotel Project]" and a recent meeting attended by defendant  
22 HUIZAR, defendant CHAN, and other City officials regarding the L.A.  
23 Grand Hotel Project.

24           Overt Act No. 64:    On October 20, 2016, defendant HUIZAR signed  
25 the official letter after revising it to remove the reference to  
26 defendant CHAN and noting: "The proposed project may result in one of  
27 the largest buildings in the City of Los Angeles." At defendant  
28

1 HUIZAR's direction, George Esparza then sent the letter by e-mail to  
2 Wei Huang.

3 Overt Act No. 65: On December 16, 2016, George Esparza  
4 forwarded an e-mail to defendant HUIZAR from City Staffer A-2,  
5 listing a number of consultants, writing: "Hi Boss, Here is the list  
6 of land use consultants per [City Staffer A-2]'s past  
7 recommendations. Chairman [Wei Huang] would like us to schedule  
8 interviews on Monday."

9 Overt Act No. 66: On December 19, 2016, George Esparza  
10 received a voicemail from General Manager E that stated: "Hi George,  
11 this is [General Manager E], I am with Chairman [Wei Huang] right now  
12 in a meeting regarding the L.A. [Grand Hotel] project. So when you  
13 get a chance call me back and we would like to find out if you get a  
14 chance get a hold of the contact regarding this program."

15 Overt Act No. 67: On December 19, 2016, defendant HUIZAR sent  
16 the list of consultants to Executive Director E by e-mail, who then  
17 forwarded the list to Wei Huang by e-mail.

18 Overt Act No. 68: On May 9, 2017, in a telephone call, George  
19 Esparza discussed with Executive Director E the financial  
20 relationship between defendant HUIZAR and Wei Huang. Specifically,  
21 Executive Director E stated that Huang expected to lay out  
22 "everything in front of" defendant HUIZAR at an upcoming trip to Cabo  
23 San Lucas, which referred to the assistance Huang expected from  
24 defendant HUIZAR on the L.A. Grand Hotel Project. Executive Director  
25 E stated that "otherwise Chairman [Huang] [will] ask [defendant  
26 HUIZAR] to ... pay back that \$600,000 already." Esparza stated that  
27 defendant HUIZAR was "not going to do that either," referring to  
28

1 paying back the \$600,000. Executive Director E then responded:  
2 "Chairman [Huang] will push him."

3 Overt Act No. 69: On May 9, 2017, in a telephone call, George  
4 Esparza told a CD-14 staffer: "Chairman [Wei Huang] should have all  
5 the leverage in the world [be]cause of what [defendant HUIZAR] owes  
6 [Huang]."

7 Overt Act No. 70: On July 19, 2018, after Shen Zhen Company  
8 had filed an application with the Planning Department on June 11,  
9 2018, to expand and redevelop the L.A. Grand Hotel, which included,  
10 among other things, a request for a TFAR entitlement, which would  
11 need approval in the PLUM Committee and City Council, defendant  
12 HUIZAR received a text message from General Manager E stating: "Hello  
13 JOSE, this is [General Manager E] from the LA hotel, hope all is  
14 well. Chairman Huang is coming to US next week, he would like to meet  
15 with you and your staff to discuss the [L.A. Grand] hotel expansion  
16 project. Can you make time to see us?" Defendant HUIZAR responded  
17 that he "would prefer to meet [Huang] first for dinner."

18 **d. CD-14 Enterprise Members' Solicitation of Political**  
19 **Contributions by Foreign Nationals to Help Maintain the**  
20 **Enterprise's Political Power**

21 Overt Act No. 71: On December 19, 2013, defendant CHAN  
22 forwarded by e-mail a "HUIZAR Re-Election Campaign - Donation Form"  
23 to Wei Huang, who was a foreign national prohibited from contributing  
24 to a U.S. election.

25 Overt Act No. 72: On April 12, 2016, defendant HUIZAR sent a  
26 text message to George Esparza confirming that a fundraiser event for  
27 a federal political candidate at Huang's hotel was "confirmed with  
28 Chairman [Huang]."

1           Overt Act No. 73:    On April 19, 2016, defendant HUIZAR sent a  
2 text message to George Esparza regarding fundraising efforts for a  
3 federal political candidate, including directing Esparza to conceal  
4 the true source of certain contributions from the political  
5 candidate's fundraiser, confirming "we are set for the 200 k as  
6 discussed. 50 k [one individual] 80 k chairman [Wei Huang] 70 k  
7 between me and [Executive Director E]." Defendant HUIZAR then wrote:  
8 "[The fundraiser] still thinks it is 50 k Justin [Kim], 50 k Indian  
9 dude and me 100 k. Keep it that way."

10           Overt Act No. 74:    On April 27, 2016, George Esparza received a  
11 voicemail from General Manager E stating that General Manager E was  
12 with Wei Huang and wanted to discuss the fundraiser for the federal  
13 political candidate.

14           Overt Act No. 75:    On February 9, 2017, George Esparza received  
15 a voicemail from General Manager E stating that Wei Huang wanted to  
16 meet with defendant HUIZAR at the L.A. Grand Hotel with a state  
17 political candidate.

18           Overt Act No. 76:    On February 28, 2017, George Chiang sent a  
19 group text message to defendant CHAN and CHAN Relative 1 about a  
20 fundraiser for the state political candidate, writing: "[Executive  
21 Director E] had a 20k quota from chairman Huang. So the breakdown was  
22 20k JOSE [HUIZAR] and 28k [Executive Director E]. Just between us. By  
23 the way, looks like that 58k check is the only one tonight. Overheard  
24 [Executive Director E] telling ... the campaign manager that chairman  
25 Huang will write a big check before the night is over." Chiang then  
26 added: "Sorry I meant JOSE [HUIZAR] 20k and [Executive Director E]  
27 38k. On the other hand [the political candidate] knows that the  
28 entire 58k was support gathered by you [defendant CHAN]."

1           Overt Act No. 77:     In or around August 2018, defendant HUIZAR  
2 traveled with Wei Huang to a golf resort in Northern California, and  
3 accepted benefits from Huang, including private jet round trip  
4 transportation, accommodations, meals, and other costs. During the  
5 trip, defendant HUIZAR requested and Huang agreed to support HUIZAR  
6 Relative 1's campaign for the CD-14 seat, including by hosting a  
7 fundraiser in November 2018 and pledging to raise or contribute  
8 \$50,000 to benefit the campaign.

9           Overt Act No. 78:     On September 4, 2018, during a conversation  
10 at the CCC Investment office, defendant CHAN and George Chiang  
11 discussed fundraising for HUIZAR Relative 1's campaign, including the  
12 contemplated \$50,000 contribution by Wei Huang. Defendant CHAN  
13 stated that defendant HUIZAR and HUIZAR Relative 1 have "both  
14 Chairmen," referring to the fact that both Huang and Fuer Yuan, who  
15 were both foreign nationals, had committed to financially support  
16 HUIZAR Relative 1's election campaign.

17           Overt Act No. 79:     On September 24, 2018, defendant HUIZAR met  
18 with Businessperson A, who was then working at the direction of the  
19 FBI, at a restaurant in Los Angeles. During the meeting, defendant  
20 HUIZAR told Businessperson A that Wei Huang was going to host a  
21 fundraising event for HUIZAR Relative 1 at one of Huang's hotels on  
22 November 9, 2018, with the goal of raising \$100,000.

23           Overt Act No. 80:     On October 17, 2018, defendant HUIZAR sent a  
24 text message to General Manager E, writing: "The chairman [Wei Huang]  
25 and I had spoken about setting up a fundraiser for [HUIZAR Relative  
26 1] on November 9 at [Huang's hotel]. Checking in to see if we are  
27 still planning it. Can u send me your email to send a draft  
28

1 Invitation for event and can u also check with chairman if we are  
2 still moving forward with event?"

3 Overt Act No. 81: On October 18, 2018, defendant HUIZAR  
4 received a text message from General Manager E sent on behalf of Wei  
5 Huang, confirming that Huang would allow his hotel to host the  
6 fundraiser for HUIZAR Relative 1, writing: "Chairman [Huang] agree  
7 with the arrangement. [Huang's relative] will be the contact person  
8 at [Huang's hotel] handle all the detail."

9 Overt Act No. 82: On November 5, 2018, defendant HUIZAR sent a  
10 text message to General Manager E, writing: "I didn't get around to  
11 confirming the November 9 event with chairman [Wei Huang] with  
12 [Huang's relative] as we discussed. We are rescheduling the nov 9  
13 event. Please let Chairman know if we can reschedule for end of  
14 November and if we can confirm a date."

15 Overt Act No. 83: On November 5, 2018, defendant HUIZAR sent  
16 defendant CHAN a text message, writing: "Hey RAY [CHAN]. We are  
17 rescheduling the nov 9 event. Hopefully u can still raise the funds  
18 for the event as we discussed when rescheduled." Defendant CHAN  
19 replied: "Yes sir!"

20 Overt Act No. 84: On November 6, 2018, defendant CHAN sent  
21 defendant HUIZAR a text message confirming defendant CHAN had  
22 received \$12,500 in contributions to HUIZAR Relative 1's campaign,  
23 and expected another \$12,500 by November 16, 2018.

24 **(2) 940 Hill Bribery Scheme**

25 Overt Act No. 85: On August 8, 2016, after Labor Organization  
26 A filed an appeal that prevented the 940 Hill Project from  
27 progressing through the City approval process, Justin Kim received a  
28 telephone call from David Lee, asking Kim to obtain defendant

1 HUIZAR's assistance in dealing with the appeal, which could  
2 ultimately reach the PLUM Committee, which defendant HUIZAR chaired.

3 Overt Act No. 86: On August 9, 2016, Justin Kim received a  
4 copy of the appeal from David Lee by e-mail, which Kim then forwarded  
5 to George Esparza by e-mail.

6 Overt Act No. 87: On September 1, 2016, defendant HUIZAR  
7 received a written brief from City Staffer A-2 regarding the 940 Hill  
8 Project, which noted that "Justin Kim will be requesting your support  
9 in denying the appeal," and that a certain component of the appeal  
10 would reach the PLUM Committee and City Council.

11 Overt Act No. 88: On September 1, 2016, defendant HUIZAR,  
12 George Esparza, and Justin Kim had dinner together and then visited a  
13 Korean karaoke establishment, where Kim asked defendant HUIZAR for  
14 assistance with the appeal on the 940 Hill Project, and defendant  
15 HUIZAR agreed to help. Kim then called David Lee and asked him to  
16 join the group at karaoke, which Lee did.

17 Overt Act No. 89: On September 2, 2016, George Esparza and  
18 Justin Kim met for lunch in Los Angeles. At defendant HUIZAR's  
19 direction, Esparza expressed to Kim that defendant HUIZAR would not  
20 help the 940 Hill Project for free and that defendant HUIZAR would  
21 require a financial benefit in exchange for his help ensuring the 940  
22 Hill Project moved forward through the City approval process.

23 Overt Act No. 90: On September 3, 2016, Justin Kim met with  
24 David Lee at a bowling alley in Little Tokyo, where Kim conveyed to  
25 Lee the message from defendant HUIZAR and George Esparza, namely,  
26 that defendant HUIZAR's assistance on the 940 Hill Project would  
27 require that defendant HUIZAR receive a financial benefit.

28

1           Overt Act No. 91:    On January 17, 2017, defendant HUIZAR,  
2 George Esparza, and Justin Kim met with David Lee's business  
3 associates at defendant HUIZAR's City Hall office to discuss, among  
4 other things, the 940 Hill Project. During a private meeting that  
5 included only defendant HUIZAR, Esparza, and Kim, Kim again asked  
6 defendant HUIZAR for assistance with the appeal, and defendant HUIZAR  
7 responded that he could help. Defendant HUIZAR also stated that  
8 defendant HUIZAR wanted Kim to be a major supporter when HUIZAR  
9 Relative 1 ran for the CD-14 seat.

10           Overt Act No. 92:    In or around January 2017, at the direction  
11 of defendant HUIZAR, George Esparza obtained information indicating  
12 that resolving the appeal on the 940 Hill Project would save David  
13 Lee an estimated \$30 million on development costs.

14           Overt Act No. 93:    On January 19, 2017, defendant HUIZAR and  
15 George Esparza discussed asking David Lee for \$1.2 million to resolve  
16 the Labor Organization A appeal, with \$500,000 to be paid to  
17 defendant HUIZAR, \$500,000 to be paid to Justin Kim, and \$200,000 to  
18 be paid to Esparza.

19           Overt Act No. 94:    In or around January 2017, based on his  
20 conversations with defendant HUIZAR and Lobbyist C, George Esparza  
21 told Justin Kim that it would cost approximately \$1.2 million to \$1.4  
22 million to convince defendant HUIZAR to resolve the appeal and allow  
23 the 940 Hill Project to move forward in the City approval process.

24           Overt Act No. 95:    Between February 2, 2017 and February 10,  
25 2017, George Esparza had a text message conversation with defendant  
26 HUIZAR discussing the negotiation of the bribe payment and the amount  
27 of the bribe payment from David Lee to defendant HUIZAR, while at the  
28



1 same time having a text message conversation with Justin Kim about  
2 the same issues.

3 Overt Act No. 96: In approximately February 2017, George  
4 Esparza and Justin Kim had discussions regarding the negotiation of  
5 the bribe amount. Kim conveyed a counteroffer of \$500,000 cash from  
6 David Lee for defendant HUIZAR. Esparza then conveyed this  
7 counteroffer to defendant HUIZAR, stating specifically that defendant  
8 HUIZAR would obtain \$300,000 total and Kim would receive \$200,000  
9 total for facilitating the bribery scheme.

10 Overt Act No. 97: In approximately February 2017, George  
11 Esparza and defendant HUIZAR discussed the appeal, and defendant  
12 HUIZAR instructed Esparza to speak to Lobbyist C, a close associate  
13 of the Executive Director of Labor Organization A.

14 Overt Act No. 98: On February 14, 2017, George Esparza had a  
15 text message conversation with Lobbyist C about setting up a private  
16 meeting between Lobbyist C and defendant HUIZAR. Specifically,  
17 Esparza wrote: "My boss [defendant HUIZAR] asked if you guys can have  
18 a one on one on Tuesday at 830am?... Just you and the Councilman."

19 Overt Act No. 99: On February 21, 2017, defendant HUIZAR and  
20 George Esparza discussed the appeal, and defendant HUIZAR stated that  
21 he would talk to Lobbyist C to encourage Labor Organization A to  
22 withdraw the appeal. Defendant HUIZAR also told Esparza that the  
23 appeal could be denied in the PLUM Committee. Esparza then  
24 documented this conversation via notes on his phone.

25 Overt Act No. 100: In approximately February 2017, defendant  
26 HUIZAR discussed the appeal with Lobbyist C, and conveyed that  
27 defendant HUIZAR would oppose the appeal in the PLUM committee.  
28

1 Lobbyist C agreed to discuss the issue with the Executive Director of  
2 Labor Organization A.

3 Overt Act No. 101: On February 22, 2017, George Esparza had a  
4 text message conversation with Lobbyist C about a private meeting at  
5 defendant HUIZAR's request. Specifically, Esparza wrote: "I still  
6 need to talk to you one on one per my bosses [defendant HUIZAR]  
7 request."

8 Overt Act No. 102: On March 1, 2017, George Esparza had a text  
9 message conversation with Lobbyist C about the status of the appeal.

10 Overt Act No. 103: On March 3, 2017, George Esparza received a  
11 text message from Lobbyist C regarding the appeal on the 940 Hill  
12 Project, which stated: "Appeal dropped today." Esparza then informed  
13 Justin Kim that defendant HUIZAR had held up his end of the bargain  
14 and helped resolve the appeal.

15 Overt Act No. 104: In early March 2017, Justin Kim informed  
16 David Lee that defendant HUIZAR held up his end of the agreement and  
17 helped resolve the appeal.

18 Overt Act No. 105: On March 14, 2017, Justin Kim met with David  
19 Lee at Lee's office in Los Angeles and received cash from Lee, which  
20 was intended to be a bribe from Lee to pay for defendant HUIZAR's  
21 assistance in resolving the appeal.

22 Overt Act No. 106: On March 14, 2017, George Esparza sent a  
23 text message to Justin Kim that asked: "Address again please." Kim  
24 provided the address for David Lee's office, which Esparza entered  
25 into his Waze application. Esparza then texted Kim: "I'm on the  
26 corner. Wait for u in my car."

27 Overt Act No. 107: On March 14, 2017, Justin Kim met with  
28 George Esparza in a car outside David Lee's office and gave Esparza

1 cash to deliver to defendant HUIZAR, but Kim kept some cash for  
2 himself for facilitating the bribe payment.

3 Overt Act No. 108: On March 14, 2017, George Esparza sent a  
4 text message to defendant HUIZAR, asking: "Are you home?" Defendant  
5 HUIZAR responded: "Yes." Esparza then wrote: "Can I stop by? Just  
6 finished meeting with Justin [Kim]."

7 Overt Act No. 109: On March 14, 2017, defendant HUIZAR and  
8 George Esparza met at defendant HUIZAR's residence. Esparza told  
9 defendant HUIZAR that David Lee had provided \$400,000 in cash, and  
10 that Lee would provide the remaining \$100,000 later. Esparza stated  
11 that Justin Kim had provided \$200,000 of that cash to Esparza. At  
12 the meeting, Esparza showed defendant HUIZAR a liquor box filled with  
13 cash. Defendant HUIZAR told Esparza to hold on to and hide the money  
14 at Esparza's residence until defendant HUIZAR asked for it.  
15 Defendant HUIZAR told Esparza that Esparza could have \$100,000 of the  
16 \$300,000 total amount defendant HUIZAR expected to receive from Lee,  
17 meaning defendant HUIZAR's share of the bribe was \$200,000.

18 Overt Act No. 110: In or around July 2017, Justin Kim met with  
19 David Lee at Lee's office in Los Angeles. In that meeting, Lee  
20 provided Kim an additional \$100,000 in cash, which they understood  
21 was meant to be a bribe to defendant HUIZAR, but which Kim kept for  
22 himself.

23 Overt Act No. 111: On December 28, 2017, defendant HUIZAR and  
24 George Esparza met at City Hall and, in defendant HUIZAR's private  
25 bathroom, discussed various topics, including Esparza's interviews  
26 with the FBI and the cash bribe Esparza was holding for defendant  
27 HUIZAR. Specifically, during that conversation, defendant HUIZAR  
28 stated: "I have a lot of expenses now that [HUIZAR Relative 1]'s

1 running. [HUIZAR Relative 1] is not going to be working anymore....  
2 Um, that is mine, right? ... That is mine." Esparza affirmed the  
3 \$200,000 cash bribe money was defendant HUIZAR's. Defendant HUIZAR  
4 and Esparza agreed to wait until April 1, 2018, for Esparza to  
5 provide the \$200,000 cash owed to defendant HUIZAR, to allow some  
6 cooling off after Esparza's interviews with the FBI in hopes that it  
7 would decrease the likelihood of law enforcement discovering the  
8 cash.

9 Overt Act No. 112: In or around April 2018, defendant HUIZAR  
10 and George Esparza communicated by telephone and agreed to postpone  
11 their meeting to deliver defendant HUIZAR's \$200,000 in bribery cash  
12 to October 1, 2018.

13 Overt Act No. 113: On September 30, 2018, as part of a series  
14 of unanswered text messages he sent to George Esparza regarding the  
15 expected delivery of defendant HUIZAR's cash bribe, defendant HUIZAR  
16 wrote: "Hey George. Tomorrow is October first. When we gonna meet?"

17 Overt Act No. 114: On October 4, 2018, defendant HUIZAR wrote  
18 to George Esparza via text message: "Hey George. So we gonna meet up  
19 like u said we would after October?"

20 Overt Act No. 115: On October 5, 2018, defendant HUIZAR met  
21 with Justin Kim at a hotel in Pasadena, where defendant HUIZAR asked  
22 Kim to turn off his phone to ensure their meeting was not recorded.  
23 Defendant HUIZAR stated that he had not gotten his share and held up  
24 two fingers, referring to the \$200,000, which was defendant HUIZAR's  
25 share of the bribe payment from David Lee in exchange for defendant  
26 HUIZAR's help with the appeal, because George Esparza was still  
27 holding on to the cash.

28



1 staffer, and General Manager D, that stated: "I just got a call from  
2 Building and Safety Department of LA City, and a meeting with them is  
3 confirmed tomorrow morning to discuss about our ADA challenge. Thanks  
4 so much again for JOSE [HUIZAR] and you for helping us with this."

5 Overt Act No. 122: On August 27, 2014, defendant CHAN confirmed  
6 to defendant HUIZAR that he helped resolve the ADA issue for Jia  
7 Yuan, writing in a text message: "I took care of the disabled access  
8 issue for the [Luxe] Hotel already. I told them that you asked me to  
9 help. They were very appreciative."

10 Overt Act No. 123: On September 19, 2014, George Esparza  
11 forwarded to defendant HUIZAR an e-mail from Employee D that attached  
12 three Katy Perry concert tickets valued at approximately \$1,000 total  
13 for defendant HUIZAR and his family.

14 Overt Act No. 124: On November 4, 2014, defendant CHAN sent a  
15 text message to defendant HUIZAR, writing: "I will be having dinner  
16 with chairman [Fuer Yuan] tonight. I also knew that you will have  
17 dinner with him Thursday. I just want to touch base with you as to  
18 what George Chiang and I should tell him."

19 Overt Act No. 125: On November 4, 2014, George Chiang sent an  
20 e-mail to George Esparza with the subject line "HUIZAR Fundraising,"  
21 writing: "Can you get me in touch with [defendant HUIZAR]? [Defendant  
22 CHAN] and I had dinner with [Jia Yuan] last night regarding pledging  
23 their support so I want to discuss this to prepare the Councilman's  
24 dinner with them this Thursday."

25 Overt Act No. 126: On November 26, 2014, defendant HUIZAR,  
26 George Esparza, and George Chiang met with Chairman Fuer Yuan and  
27 HUIZAR Relative 1 over dinner at the Luxe Hotel, where defendant  
28

1 HUIZAR and Yuan discussed Jia Yuan's support for defendant HUIZAR and  
2 defendant HUIZAR's support for the Luxe Hotel Project.

3 Overt Act No. 127: On September 7, 2015, defendant CHAN, in his  
4 capacity as General Manager of LADBS, communicated with defendant  
5 HUIZAR and George Chiang via group text message regarding organizing  
6 meetings with various City departments to help the Luxe Hotel  
7 Project, writing "please stress that this will be a standing biweekly  
8 meeting until the TFAR matter is determined. Please let me know if  
9 there is anything that I can be is assistance."

10 Overt Act No. 128: On September 8, 2015, George Chiang sent a  
11 group text message to defendants HUIZAR and CHAN, writing: "Dear JOSE  
12 [HUIZAR] and RAY [CHAN], thank you for making this arrangement  
13 possible. As the clock ticks, the chairman [Fuer Yuan] is beginning  
14 to feel weary about our progress. I just need to make sure that he  
15 sees the light at the end of the tunnel. Once again, thank you both  
16 for all of your support hopefully I can bring some good news within  
17 the near future. Like always, please let me know if I can be  
18 helpful."

19 Overt Act No. 129: In or around 2015 or 2016, defendant HUIZAR,  
20 through George Esparza, asked George Chiang to have Jia Yuan set up a  
21 monthly retainer with Law Firm A, from which HUIZAR Relative 1  
22 received bi-weekly paychecks of approximately \$2,500.

23 Overt Act No. 130: In approximately 2016, at a meeting that  
24 included defendant HUIZAR, George Chiang, and Fuer Yuan, defendant  
25 HUIZAR asked Chiang to relay to Yuan that: (1) there was no need to  
26 involve the City's Mayor in the approval process of the Luxe Hotel  
27 Project because defendant HUIZAR was the one in control of the PLUM  
28 committee; (2) the City's Mayor could not provide help to Yuan

1 because it was defendant HUIZAR who drove the project; and (3) as far  
2 as the success of the Luxe Hotel Project was concerned, Yuan did not  
3 need anyone else in the City but defendant HUIZAR.

4 **b. Consulting Fees in Exchange for Official Acts**

5 Overt Act No. 131: On November 11, 2015, defendant HUIZAR,  
6 George Chiang, and George Esparza met with Fuer Yuan and General  
7 Manager D over dinner at a restaurant in Arcadia, California.  
8 Defendant HUIZAR and Yuan discussed defendant HUIZAR's support for  
9 the Luxe Hotel Project. In the same conversation, defendant HUIZAR  
10 asked Yuan to hire one of defendant HUIZAR's associates, who later  
11 turned out to be HUIZAR Associate 1, on the Luxe Hotel Project. Yuan  
12 told defendant HUIZAR to discuss the details with General Manager D.

13 Overt Act No. 132: On November 16, 2015, George Chiang sent an  
14 e-mail to George Esparza, copying General Manager D, confirming the  
15 new agreement between defendant HUIZAR and Fuer Yuan. Chiang stated:  
16 "Now with a common consensus in place for [the Luxe Hotel Project],  
17 we would like to roll this project full speed ahead. Therefore, I  
18 would like to request the biweekly standing meeting to restart....  
19 From this point on, we would like to communicate all aspects of our  
20 project with your [CD-14] office FIRST prior to any other offices in  
21 the city family.... [P]lease be ready to coordinate with Mayor's  
22 office, Planning Department, and all other related parties so we can  
23 drive on a singular track."

24 Overt Act No. 133: On December 2, 2015, defendant HUIZAR sent a  
25 text message to George Chiang regarding the status of Fuer Yuan's  
26 agreement to hire HUIZAR Associate 1, writing: "Any response from  
27 chairman [Yuan]?"  
28



1           Overt Act No. 134: On December 8, 2015, defendant HUIZAR and  
2 George Chiang had a conversation via text message regarding the  
3 response from Fuer Yuan. Chiang wrote: "Hi Councilman [HUIZAR], let  
4 me know when you have time to chat really quick." Defendant HUIZAR  
5 responded: "On phone or in person?" Chiang responded: "Better in  
6 person just need ... no more than 15 min."

7           Overt Act No. 135: On December 8, 2015, defendant HUIZAR and  
8 George Chiang met in person at a coffee shop in Los Angeles to  
9 discuss a consulting agreement to pay HUIZAR Associate 1. Chiang  
10 told defendant HUIZAR that General Manager D would work with  
11 defendant HUIZAR on retaining HUIZAR Associate 1. Defendant HUIZAR  
12 informed Chiang that HUIZAR Relative 1 would be involved with getting  
13 the retainer consummated.

14           Overt Act No. 136: Between December 8, 2015 and December 16,  
15 2015, George Chiang met with General Manager D at the Luxe Hotel,  
16 where General Manager D asked Chiang if Chiang's consulting firm  
17 would hire HUIZAR Associate 1 if, in return, Jia Yuan would increase  
18 the retainer with the firm to cover that cost, which Chiang declined.

19           Overt Act No. 137: On or about December 16, 2015, defendant  
20 HUIZAR caused HUIZAR Relative 1 to meet with Fuer Yuan's relative,  
21 who had traveled to Los Angeles at General Manager D's direction, to  
22 discuss an arrangement whereby Yuan's relative's company would pay a  
23 company affiliated with HUIZAR Associate 1, purportedly for real  
24 estate advice.

25           Overt Act No. 138: On April 11, 2016, defendant HUIZAR sent a  
26 text message to George Chiang, writing: "How is [HUIZAR Relative 1]  
27 agreement going? Has everything been set up with [HUIZAR Associate  
28 1]?"

1           Overt Act No. 139: On April 19, 2016, defendant HUIZAR sent a  
2 text message to George Chiang, stating that defendant HUIZAR "would  
3 like to briefly speak with [General Manager D]" about an "[u]pdate on  
4 some of my meetings with [HUIZAR Relative 1]." Chiang responded:  
5 "Let me call [General Manager D] right now and get back to you."

6           Overt Act No. 140: On April 20, 2016, defendant HUIZAR met  
7 with General Manager D at a restaurant in Los Angeles to discuss the  
8 arrangement whereby Yuan's relative would provide a retainer payment  
9 to HUIZAR Associate 1.

10           Overt Act No. 141: On April 26, 2016, defendant HUIZAR sent a  
11 text message to George Chiang and asked: "Everything good?" Chiang  
12 responded: "Yes sir!" Defendant HUIZAR subsequently answered: "Cool.  
13 The more I think about our project, the more I get excited about it.  
14 Let's meet every two weeks or so to see how things are going.... I  
15 think it'll be great!"

16           Overt Act No. 142: In May 2016, defendant HUIZAR caused Company  
17 A and Fuer Yuan's relative's company to execute an agreement whereby  
18 Company A would purportedly "provide marketing analysis for Real  
19 Estate and Land Development Opportunities in the Greater Southern  
20 California Area in the total amount of \$11,000.00 per month for  
21 services rendered." In reality, Chiang prepared the monthly  
22 marketing analysis reports and delivered them to defendant HUIZAR,  
23 who then provided them to HUIZAR Associate 1, who collected the  
24 \$11,000 monthly retainer. Defendant HUIZAR, Chiang, and General  
25 Manager D understood that the monthly retainer payments were intended  
26 to be and were indirect bribe payments to defendant HUIZAR in  
27 exchange for defendant HUIZAR's official acts to benefit the Luxe  
28 Hotel Project.

1           Overt Act No. 143: On May 31, 2016, defendant HUIZAR and George  
2 Chiang had a conversation via text message regarding defendant HUIZAR  
3 obtaining the monthly reports purportedly prepared by Company A (but  
4 in fact prepared by Chiang) pursuant to the consulting agreement with  
5 Fuer Yuan's relative regarding real estate and land development  
6 opportunities.

7           ***Real Estate Report #1***

8           Overt Act No. 144: On May 31, 2016, George Chiang delivered to  
9 defendant HUIZAR his first real estate report that they intended  
10 would be passed off as being created by Company A pursuant to its  
11 \$11,000 per month consulting agreement with Fuer Yuan's relative.

12           Overt Act No. 145: Between May 31, 2016 and June 8, 2016,  
13 defendant HUIZAR met with HUIZAR Associate 1 and delivered the first  
14 real estate report he received from George Chiang to HUIZAR Associate  
15 1, who subsequently caused Company A to collect \$11,000 from Fuer  
16 Yuan's relative as a consulting fee for the report on June 27, 2016.

17           ***Real Estate Report #2***

18           Overt Act No. 146: On July 1, 2016, defendant HUIZAR met with  
19 George Chiang at a coffee shop in Los Angeles, where Chiang delivered  
20 his second real estate report.

21           Overt Act No. 147: On July 14, 2016, defendant HUIZAR met with  
22 HUIZAR Associate 1 and delivered the second real estate report he  
23 received from George Chiang to HUIZAR Associate 1, who subsequently  
24 caused Company A to collect \$11,000 from Fuer Yuan's relative as a  
25 consulting fee for the report on July 26, 2016.

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1           **Real Estate Report #3**

2           Overt Act No. 148: On August 1, 2016, defendant HUIZAR met with  
3 George Chiang at a restaurant in Los Angeles, where Chiang delivered  
4 his third real estate report.

5           Overt Act No. 149: On August 10, 2016, defendant HUIZAR met  
6 with HUIZAR Associate 1 at a restaurant and delivered the third real  
7 estate report he received from George Chiang to HUIZAR Associate 1,  
8 who subsequently caused Company A to collect \$11,000 from Fuer Yuan's  
9 relative as a consulting fee for the report on August 17, 2016.

10           **Real Estate Report #4**

11           Overt Act No. 150: On September 2, 2016, defendant HUIZAR met  
12 with George Chiang at a coffee shop in Los Angeles, where Chiang  
13 delivered his fourth real estate report.

14           Overt Act No. 151: On September 8, 2016, defendant HUIZAR met  
15 with HUIZAR Associate 1 and delivered the fourth real estate report  
16 he received from George Chiang to HUIZAR Associate 1, who  
17 subsequently caused Company A to collect \$11,000 from Fuer Yuan's  
18 relative as a consulting fee for the report on September 16, 2016.

19           **Real Estate Report #5**

20           Overt Act No. 152: On October 4, 2016, defendant HUIZAR met  
21 with George Chiang at defendant HUIZAR's residence, where Chiang  
22 delivered his fifth real estate report.

23           Overt Act No. 153: On October 14, 2016, defendant HUIZAR met  
24 with HUIZAR Associate 1 over breakfast and delivered the fifth real  
25 estate report he received from George Chiang to HUIZAR Associate 1,  
26 who subsequently caused Company A to collect \$11,000 from Fuer Yuan's  
27 relative as a consulting fee for the report on November 17, 2016.

28

1           **Real Estate Report #6**

2           Overt Act No. 154: On November 3, 2016, defendant HUIZAR met  
3 with George Chiang at a coffee shop in Los Angeles, where Chiang  
4 delivered his sixth and final real estate report.

5           Overt Act No. 155: On November 3, 2016, defendant HUIZAR met  
6 with HUIZAR Associate 1 and delivered the sixth real estate report he  
7 received from George Chiang to HUIZAR Associate 1, who subsequently  
8 caused Company A to collect \$11,000 from Fuer Yuan's relative as a  
9 consulting fee for the report on December 8, 2016.

10           **Official Acts by Defendant HUIZAR**

11           Overt Act No. 156: On November 22, 2016, defendant HUIZAR  
12 presented a written motion in the Economic Development committee to  
13 benefit the Luxe Hotel Project.

14           Overt Act No. 157: On December 13, 2016, defendant HUIZAR voted  
15 "yes" in the City Council to adopt the Luxe Hotel Project motion  
16 defendant HUIZAR had presented.

17           Overt Act No. 158: On December 13, 2016, after the City Council  
18 vote, defendant HUIZAR and George Chiang met with General Manager D  
19 at the Luxe Hotel to discuss the Luxe Hotel Project and defendant  
20 HUIZAR's agreement to expedite the project going forward.

21           **c. Additional Benefits from George Chiang and Defendant**  
22           **HUIZAR's Official Acts**

23           Overt Act No. 159: On February 9, 2017, defendant HUIZAR  
24 requested via text message George Chiang's assistance in coordinating  
25 a trip to China for defendant HUIZAR and his family, including  
26  
27  
28

1 requesting Chiang's help in obtaining visas for defendant HUIZAR's  
2 family.

3 Overt Act No. 160: In or around April 2017, at defendant  
4 HUIZAR's request, George Chiang organized and coordinated a trip for  
5 defendant HUIZAR and his family members to visit Fuer Yuan in China,  
6 including paying approximately \$500 for visa fees and arranging for  
7 transportation for defendant HUIZAR and his family in Hong Kong.

8 Overt Act No. 161: Between April 15, 2017 and April 23, 2017,  
9 when defendant HUIZAR and his family visited Fuer Yuan in Hong Kong  
10 and China, defendant HUIZAR and his family members accepted benefits  
11 valued at approximately \$1,400 from Yuan, including for certain  
12 transportation, meals, and lodging.

13 Overt Act No. 162: On April 27, 2017, at defendant HUIZAR's  
14 request, George Chiang provided concert tickets to defendant HUIZAR  
15 worth approximately \$1,572 total.

16 Overt Act No. 163: On May 2, 2017, in a telephone call, George  
17 Chiang and George Esparza discussed the mutually beneficial financial  
18 relationship between Chinese developers and defendants HUIZAR and  
19 CHAN. Specifically, Esparza told Chiang: "Looking from your  
20 perspective, you bank on [defendant CHAN], and [defendant HUIZAR]'s  
21 office to do, one of the main points with [defendant HUIZAR], for  
22 your Chinese clients for example, 'entitlements, PLUM,' you got to  
23 use that and we gotta keep making his motherfucking, him happy."

24 Overt Act No. 164: On May 10, 2017, in a telephone call, George  
25 Esparza told George Chiang: "So today we had a productive day where  
26 [defendant HUIZAR] told [City Staffer A-2], let's streamline the  
27 [Luxe Hotel] project."  
28

1           Overt Act No. 165: On May 13, 2017, via a text message  
2 conversation, defendant HUIZAR expressed his willingness to benefit  
3 Fuer Yuan in connection with the Luxe Hotel Project. Specifically,  
4 defendant HUIZAR stated to George Chiang: "But the 2 tower is better  
5 for chairman [Yuan] and his choice? [Because] if he wanted the 3  
6 towers and that is the best choice, we can make that happen."

7           Overt Act No. 166: On May 19, 2017, at defendant HUIZAR's  
8 request, George Chiang paid approximately \$1,000 for alcohol for a  
9 party for HUIZAR Relative 2.

10           Overt Act No. 167: On June 19, 2017, at defendant HUIZAR's  
11 request, George Chiang provided concert tickets to defendant HUIZAR  
12 worth approximately \$1,670.

13           Overt Act No. 168: On June 22, 2017, during a telephone call,  
14 defendant CHAN and George Chiang discussed defendant HUIZAR's request  
15 for benefits from Chiang. Specifically, Chiang explained that  
16 defendant HUIZAR asked him to coordinate a trip to Cuba for defendant  
17 HUIZAR and a woman with whom he was having a secret romantic  
18 relationship. Defendant CHAN then asked: "So he just wanted you to  
19 do what, to ... pay for all the trips, is that what he wants?"  
20 Chiang then stated that defendant HUIZAR would have to get special  
21 visas, and explained that this would risk potentially exposing their  
22 corrupt relationships: "I told [HUIZAR], I said look, we're all gonna  
23 be on record and if something happens, everything, everyone's dead."

24           Overt Act No. 169: On June 23, 2017, in a telephone call,  
25 George Chiang and Justin Kim discussed using defendant HUIZAR's  
26 influence as a councilmember going forward and defendant HUIZAR's  
27 requests for financial benefits. Specifically, Kim stated: "this is  
28 my agenda, not only do I want to make money, George [Chiang], I want

1 to show you and other Chinese developer, assuming [defendant HUIZAR]  
2 is there, how much motivation he's going to have to push everything  
3 around for my project, those are my agenda." In response, Chiang  
4 asked if defendant HUIZAR understood "what he needs to do in three  
5 and a half years." Kim replied: "Yes, yes. Everything is set. You're  
6 gonna see some differences, alright George?" Chiang then asked to  
7 meet with Kim, stating that defendant HUIZAR was asking for "some  
8 very stupid requests." Kim responded: "I'm not going to make a  
9 comment," to which Chiang stated: "Yeah, let's not talk about this on  
10 the phone."

11 Overt Act No. 170: On August 24, 2017, George Chiang asked for  
12 defendant HUIZAR's help on the Luxe Hotel Project. Specifically,  
13 Chiang sent a text message to defendant HUIZAR, writing: "Hi Boss,  
14 wanted to give you heads up: [A Jia Yuan employee] spoke to chairman  
15 [Fuer Yuan] and CPC [City Planning Commission] needs to be 9/14/17  
16 otherwise the loan commitment from lender will be lost for the  
17 project." The next day, Chiang again sent a message to defendant  
18 HUIZAR, writing: "Hi Boss, we met with planning yesterday and went  
19 through the outstanding items for 9/14/17 CPC. We would need a motion  
20 from your office to direct the TFAR allocation by next week before  
21 council recess to make the 9/14/17 CPC hearing."

22 Overt Act No. 171: On August 24, 2017, in a telephone call,  
23 George Chiang told defendant CHAN: "Do or die, because if we lose the  
24 September 14 [CPC hearing date], then we lose all loan commitments  
25 from the lender ... you know, probably not looking at a project."  
26 Defendant CHAN responded: "You mentioned to [defendant HUIZAR] this  
27 is a big issue." Chiang responded: "Yes, yes, I did, I told him ...  
28 the motion is very important in order for us to move forward.... We



1 all spoke to the Chairman [Fuer Yuan], and the Chairman [Yuan] is  
2 willing to make a lot of sacrifices.”

3 Overt Act No. 172: On September 1, 2017, at George Chiang’s  
4 request, defendant HUIZAR presented a written motion in the PLUM  
5 committee to benefit Jia Yuan, allowing the Luxe Hotel Project to  
6 move forward with its application and approval process before the CPC  
7 and City Council.

8 Overt Act No. 173: On September 1, 2017, defendant HUIZAR wrote  
9 to George Chiang in a text message: “We got the motion in today,”  
10 which Chiang understood to mean that defendant HUIZAR held up his end  
11 of the bargain to help Jia Yuan.

12 Overt Act No. 174: On September 14, 2017, defendant HUIZAR  
13 confirmed that he and his office exerted pressure on other City  
14 officials, writing to George Chiang in a text message: “Congrats.  
15 Yeah we [CD-14 office] were calling mayors office to tell his  
16 commission to calm down. It’s expected from cpc they throw a lot of  
17 junk at projects these days. Not over but make sure u relay to  
18 chairman [Fuer Yuan] that we were helpful.”

19 Overt Act No. 175: On September 14, 2017, in a telephone call,  
20 defendant HUIZAR told George Chiang: “You know, whatever it was,  
21 we’ll fix it in PLUM.... Did the boss [Fuer Yuan], you call the boss  
22 already? ... Did you tell him that my office was helpful?” Chiang  
23 responded: “I told [Yuan] everything.” Defendant HUIZAR then stated:  
24 “Okay, cool, cool, cool. Good, good.... Do we have a schedule for  
25 PLUM already?”

26 Overt Act No. 176: In or around November 2017, defendant HUIZAR  
27 asked George Chiang to make a commitment on behalf of Jia Yuan to  
28 contribute \$100,000 to HUIZAR Relative 1’s campaign in exchange for

1 continued favorable official acts by defendant HUIZAR to benefit the  
2 Luxe Hotel Project. Chiang, on behalf of Jia Yuan, told defendant  
3 HUIZAR he could confirm Fuer Yuan's commitment of \$100,000 to a PAC.

4 Overt Act No. 177: On November 16, 2017, at defendant HUIZAR's  
5 direction, George Esparza created a spreadsheet titled "IE  
6 [Independent Expenditure] HUIZAR Strategy," which included a \$100,000  
7 contribution from Jia Yuan with George Chiang listed in the "Notes"  
8 column.

9 Overt Act No. 178: On December 4, 2017, defendant HUIZAR  
10 created a spreadsheet titled "Initial Commitments to PAC," which  
11 included a \$100,000 contribution attributed to George Chiang.

12 Overt Act No. 179: On December 5, 2017, defendant HUIZAR voted  
13 to approve the Luxe Hotel Project in the PLUM Committee.

14 Overt Act No. 180: On January 9, 2018, at defendant HUIZAR's  
15 direction, George Esparza sent an e-mail to defendant HUIZAR,  
16 attaching a spreadsheet titled "IE [Independent Expenditure] HUIZAR  
17 Strategy," which included a \$100,000 contribution from Jia Yuan with  
18 Chiang listed in the "Notes" column, and a spreadsheet titled "Copy  
19 of Commitments," which included a \$100,000 contribution from Jia  
20 Yuan.

21 Overt Act No. 181: On January 16, 2018, defendant HUIZAR sent  
22 an e-mail to his fundraiser, attaching a spreadsheet titled "Initial  
23 Commitments to PAC," which included a \$100,000 contribution  
24 attributed to George Chiang with Chiang listed in the "Notes" column.

25 Overt Act No. 182: On January 24, 2018, defendants HUIZAR and  
26 CHAN and George Chiang met with Fuer Yuan and HUIZAR Relative 1 for  
27 dinner at Yuan's hotel in San Gabriel, California, where Yuan pledged  
28

1 his commitment and support for HUIZAR Relative 1's campaign for the  
2 CD-14 seat.

3 Overt Act No. 183: On February 12, 2018, defendant HUIZAR wrote  
4 to George Chiang in a text message: "fundraiser for PAC will call u  
5 today," in furtherance of the agreement to have Jia Yuan contribute  
6 to a PAC to benefit HUIZAR Relative 1's campaign.

7 Overt Act No. 184: On March 9, 2018, defendant HUIZAR submitted  
8 a resolution in the PLUM Committee to benefit Jia Yuan, allowing the  
9 Luxe Hotel Project to move forward in its approval process.

10 Overt Act No. 185: On March 29, 2018, defendant HUIZAR and  
11 George Chiang met at defendant HUIZAR's residence to discuss Jia  
12 Yuan's support and the \$100,000 PAC contribution to benefit HUIZAR  
13 Relative 1's campaign.

14 Overt Act No. 186: On April 23, 2018, George Chiang wrote to  
15 defendant CHAN via text message that the list of items he was talking  
16 to defendant HUIZAR about included "tell [defendant HUIZAR] that  
17 [Fuer Yuan] is coming in June, we can talk about the PAC at that  
18 time."

19 Overt Act No. 187: On April 23, 2018, defendant HUIZAR and  
20 George Chiang met at defendant HUIZAR's residence to discuss  
21 defendant HUIZAR's continued support for the Luxe Hotel Project in  
22 exchange for Jia Yuan's agreement to contribute \$100,000 to a PAC to  
23 benefit HUIZAR Relative 1's campaign.

24 Overt Act No. 188: On May 18, 2018, defendants HUIZAR and CHAN  
25 met with George Chiang for breakfast at a restaurant in Boyle  
26 Heights, where defendant HUIZAR stated that he needed the PAC  
27 contribution as soon as possible and that he wanted the contribution  
28 now so that when HUIZAR Relative 1 announced her candidacy, she would

1 have money to pour into the campaign and scare other potential  
2 candidates from running against her. Defendant HUIZAR stated that  
3 other developers already contributed in amounts of \$50,000, \$100,000,  
4 and \$200,000. Defendant CHAN and Chiang told defendant HUIZAR that  
5 Jia Yuan agreed to his request and would contribute \$100,000 to the  
6 PAC after HUIZAR Relative 1's formal announcement in September 2018.

7 Overt Act No. 189: On June 12, 2018, defendant HUIZAR voted in  
8 the City Council to approve the Development Agreement for the Luxe  
9 Hotel Project, and wrote to George Chiang in a text message: "Da  
10 [Development Agreement] for [Jia Yuan] just passed council today.  
11 Does that mean project has been fully entitled? Is that our last  
12 vote?"

13 Overt Act No. 190: On June 18, 2018, defendant HUIZAR wrote to  
14 George Chiang in a text message: "When is the chairman [Fuer Yuan]  
15 coming in to town? We need to finalize pac stuff. Thanks."

16 Overt Act No. 191: On or about July 9, 2018, defendant CHAN  
17 created a document titled "Synergy/CCC Action Items," to document,  
18 among other things, the political contributions he had solicited for  
19 and promised to defendant HUIZAR. Defendant CHAN included the  
20 following entry under a subsection titled "[Jia Yuan] - Chairman  
21 Yuan": "PAC (After announcement in Sep ([talked to] JH [JOSE HUIZAR]  
22 5/18)) / Nonprofit ([wait for] Yuan's arrival ([talked to] JH [JOSE  
23 HUIZAR] 5/18))."

24 Overt Act No. 192: On July 30, 2018, after the ordinance  
25 authorizing the execution of the Development Agreement for the Luxe  
26 Hotel Project went into effect, defendant HUIZAR wrote to George  
27 Chiang in a text message: "any news on when [Fuer Yuan] is coming in  
28 to town? Hoping to catch dinner with him and talk about [HUIZAR

1 Relative 1] campaign.” Chiang responded: “Hi Boss, [defendant CHAN]  
2 is working on it. I let you know after I see him in office tomorrow.”

3 Overt Act No. 193: On October 16, 2018, defendant HUIZAR and  
4 George Chiang met at defendant HUIZAR’s residence and discussed Jia  
5 Yuan’s agreement to contribute to a PAC to benefit HUIZAR Relative  
6 1’s campaign, as promised, in exchange for defendant HUIZAR taking  
7 multiple official acts to benefit the Luxe Hotel Project.

8 **d. Benefits from George Chiang to Defendant CHAN in Exchange**  
9 **for His Official Acts**

10 Overt Act No. 194: In or around early 2017, defendant CHAN  
11 agreed with George Chiang that Chiang would pay a portion of the  
12 Synergy consulting fees to defendant CHAN, in exchange for defendant  
13 CHAN’s assistance on the Luxe Hotel Project in defendant CHAN’s  
14 official capacity as Deputy Mayor of Economic Development, including  
15 for exerting power over and influence on various City departments,  
16 including the Planning Department and the CPC, to benefit the Luxe  
17 Hotel Project.

18 Overt Act No. 195: On January 13, 2017, defendant CHAN, who was  
19 then Deputy Mayor of Economic Development, George Chiang, and CHAN  
20 Relative 1 discussed Synergy taking control of the City approval  
21 process for the Luxe Hotel Project. Specifically, Chiang wrote in a  
22 group text message to defendant CHAN and CHAN Relative 1 that he “met  
23 with chairman [Fuer Yuan] again today. He had already instructed us  
24 to move forward on the project. I need to spend some time and lay  
25 everything out. So I need to skip training tomorrow to put my  
26 thoughts into context and send it to you and [CHAN Relative 1]. Also,  
27 my retainer has been confirmed verbally so I need [CHAN Relative 1]  
28 to modify it on paper for signature. Thank you!” Defendant CHAN

1 responded: "No problem. We should meet after you put your thoughts  
2 together."

3 Overt Act No. 196: On January 26, 2017, defendant CHAN  
4 discussed Synergy taking over the Luxe Hotel Project with George  
5 Chiang and another consultant. Specifically, Chiang wrote to  
6 defendant CHAN and Synergy Consultant 1 in a text message:  
7 "everything went as planned. Chairman [Fuer Yuan] spent the first  
8 part of meeting yelling at everything about how their current  
9 approach is wrong. Now Synergy takes full control. Then he walked  
10 out. The meeting was productive."

11 Overt Act No. 197: On January 26, 2017, George Chiang wrote to  
12 defendant CHAN and Synergy Consultant 1 in a text message: "We need  
13 to generate a list of questions for planning department about the  
14 process. I will work in it tomorrow."

15 Overt Act No. 198: On February 3, 2017, George Chiang sent a  
16 text message to defendant CHAN, writing: "Meeting with chairman [Fuer  
17 Yuan] was good report to you tomorrow. Thank you!"

18 Overt Act No. 199: On February 8, 2017, defendant CHAN, using  
19 his power and influence as Deputy Mayor, coordinated a meeting  
20 between the Deputy Planning Director and representatives of Jia Yuan,  
21 including George Chiang and Fuer Yuan.

22 Overt Act No. 200: On or around March 13, 2017, defendant CHAN  
23 used his official position as Deputy Mayor to pressure subordinate  
24 City officials to take favorable official actions on the Luxe Hotel  
25 Project. Specifically, defendant CHAN sent a group text message to  
26 George Chiang, CHAN Relative 1, and Synergy Consultant 1: "Hi  
27 [Synergy Consultant 1], talked to [a Fire Department official] about  
28 travel distance and tract map. He still help. Make sure we pay

1 expedite for the the fire review of three tract map. [...] Still wait  
2 for [a Transportation Department official] to call back." Chiang  
3 responded: "Thank you [Brother]!" Synergy Consultant 1 responded:  
4 "You are the greatest...I will call [the Fire Department official]  
5 first."

6 Overt Act No. 201: On March 28, 2017, George Chiang informed  
7 defendant CHAN, via text message, about his negotiations with Jia  
8 Yuan on the status of the Synergy consulting fees and bonus payments.

9 Overt Act No. 202: On May 12, 2017, defendant CHAN had a  
10 meeting in Hollywood to discuss the upcoming CPC hearing for the Luxe  
11 Hotel Project with Planning Commission Official 1, who had the  
12 ability to impose requirements on the Luxe Hotel Project that would  
13 increase costs for Jia Yuan, and who needed to vote to approve the  
14 Luxe Hotel Project at the CPC hearing. At the meeting, defendant  
15 CHAN, in his capacity as Deputy Mayor, exerted pressure over a Mayor-  
16 appointed public official and urged Planning Commission Official 1 to  
17 approve the Luxe Hotel Project.

18 Overt Act No. 203: On or around May 18, 2017, George Chiang  
19 accepted from Jia Yuan a \$100,000 check as the first bonus payment to  
20 Synergy for successfully reaching the Planning Department advisory  
21 hearing scheduled on May 24, 2017.

22 Overt Act No. 204: In or around May 2017, George Chiang asked  
23 defendant CHAN if defendant CHAN wanted his share of the first bonus  
24 payment in check form, and defendant CHAN told Chiang to wait until  
25 later and that he preferred getting a bigger check at a later date.

26 Overt Act No. 205: On or around June 22, 2017, in a telephone  
27 call, defendant CHAN asked George Chiang "when are you going to ...  
28 get the cash for me for the 20 grand?" Chiang responded: "I got it

1 sitting in the car," referring to \$20,000 cash. Defendant CHAN then  
2 instructed Chiang to "just keep it there for now" and stated that he  
3 was "trying to use cash on everything."

4 Overt Act No. 206: On August 11, 2017, during the time in which  
5 City laws prohibited defendant CHAN from lobbying City officials and  
6 ten days after he created LABXG, Inc., defendant CHAN sent a group  
7 text message to Chiang and Synergy Consultant 1: "Good morning  
8 [Synergy Consultant 1], can you please email me whatever you have  
9 drafted on our proposal in handling the permits for Jia Yuan? George  
10 [Chiang] and I may talk to Chairman [Yuan] today. The purpose is just  
11 to convince him that we will be the one running the show."

12 Overt Act No. 207: On August 19, 2017, defendant CHAN sent  
13 George Chiang a text message, writing: "Working on a 1 pager, in  
14 English and Chinese, that layouts all the departments, permits, and  
15 clearances for the [Jia Yuan] project. Chairman [Yuan]." Defendant  
16 CHAN then added: "To show the complexity of our work. Will be done  
17 tomorrow. Then you revise and w chat to him. That will be our tool  
18 for discussion."

19 Overt Act No. 208: On September 14, 2017, in a telephone call,  
20 defendant CHAN told an associate: "The big job, the [Jia Yuan] job,  
21 they approved it in Planning Commission, but we were so worried  
22 because there is, there's a thick head, who is the uh, who's the  
23 president of the Commission. And uhhh, luckily, we use, we pull all  
24 the political, you know, chains, we got the Council, we got the  
25 Mayor's office, talked to him and so, so you know, he modified the  
26 conditions a little bit but it's still good, okay. So we're very  
27 happy, very happy." Defendant CHAN added: "It has to go to PLUM, is  
28 the Planning and Land Use Committee, which is a Council Committee,



1 and then go to Council, but those are easy, those are all good  
2 brothers, okay? This is the toughest one."

3 Overt Act No. 209: On September 14, 2017, after the CPC  
4 approved the Luxe Hotel Project, defendant CHAN sent a text message  
5 to CHAN Relative 1, writing: "CPC approved [the Luxe Hotel Project]!  
6 We are moving on to PLUM." CHAN Relative 1 responded: "Good news for  
7 milestones," referring to the bonus payments paid by Jia Yuan to  
8 Synergy. Defendant CHAN then wrote: "[Mayor Official 1] and [Mayor  
9 Official 2] talked to the commissioners. [City Staffer D] asked  
10 [Mayor Staffer 1]. You know who asked [City Staffer D]." CHAN  
11 Relative 1 responded: "Congrats!" Defendant CHAN answered: "To all  
12 of us! Still waiting for the 2nd payment," referring to the second  
13 bonus payment to be paid by Jia Yuan to Synergy.

14 Overt Act No. 210: On September 30, 2017, George Chiang issued  
15 a check from Synergy to CHAN Relative 1 for \$8,450.

16 Overt Act No. 211: On or around October 19, 2017, George Chiang  
17 accepted from Jia Yuan a check to Synergy for \$150,000 as the second  
18 bonus payment for successfully completing the CPC hearing for the  
19 Luxe Hotel Project.

20 Overt Act No. 212: On October 28, 2017, George Chiang issued a  
21 check from Synergy to LABXG Inc. for \$36,432.74, which was a portion  
22 of defendant CHAN's payment for the official acts defendant CHAN  
23 performed on the Luxe Hotel Project while he was Deputy Mayor.

24 Overt Act No. 213: On October 31, 2017, George Chiang issued a  
25 check from Synergy to CHAN Relative 1 for \$6,550.

26 Overt Act No. 214: On or about December 14, 2017, George Chiang  
27 accepted from Jia Yuan a check to Synergy for \$185,000 as the third  
28 bonus payment.

1           Overt Act No. 215: On December 27, 2017, George Chiang issued a  
2 check from Synergy to LABXG Inc., for defendant CHAN, for \$33,507.23,  
3 with "revenue split" in the memo line of the check.

4           **e. Defendant CHAN's Indirect Bribe Payments to City Officials**  
5           **through Relatives**

6           Overt Act No. 216: On January 2, 2017, defendant CHAN sent an  
7 e-mail to George Chiang and CHAN Relative 1, with an attached chart  
8 depicting "People Who Influence the Project," referring to the Luxe  
9 Hotel Project. The "Elected Officials" who influenced the project  
10 included defendant HUIZAR in CD-14, Councilmember D in CD-D, and the  
11 "Public Officials" who influenced the project included City  
12 Commissioner 1.

13           ***City Staffer D's Relative***

14           Overt Act No. 217: On or around August 3, 2017, during the time  
15 in which City laws prohibited defendant CHAN from lobbying City  
16 officials, defendant CHAN, George Chiang, and City Staffer D, who  
17 worked as a staff member for City Councilmember D, had a meeting at  
18 the CCC Investment office to discuss the Luxe Hotel Project, during  
19 which defendant CHAN asked City Staffer D to speak to Mayor Staffer 1  
20 to ask Mayor Staffer 1 to put pressure on the CPC to approve the Luxe  
21 Hotel Project, and City Staffer D agreed to do so.

22           Overt Act No. 218: On or about August 8, 2017, defendant CHAN  
23 had a meeting with City Staffer D's relative at the CCC Investment  
24 office, during which defendant CHAN and City Staffer D's relative  
25 discussed an arrangement for a consulting agreement that would pay  
26 City Staffer D's relative.

27           Overt Act No. 219: On or about August 29, 2017, at defendant  
28 CHAN's request, George Chiang executed a consulting agreement between

1 CCC Investment and City Staffer D's relative, which provided for  
2 compensation of \$1,000 per month, effective September 1, 2017, for  
3 four consecutive months.

4 Overt Act No. 220: Between October 2017 and December 2017,  
5 defendant CHAN caused CCC Investment to pay City Staffer D's relative  
6 approximately \$2,000 for "consulting services."

7 ***City Commissioner 1's Relative***

8 Overt Act No. 221: On November 30, 2017, defendant CHAN  
9 directed Businessperson A, who was acting at the direction of the  
10 FBI, to hire City Commissioner 1's Relative because City Commissioner  
11 1, who oversaw certain City entities such as the Bureau of  
12 Engineering, could help defendant CHAN and Businessperson A obtain  
13 additional business in the City.

14 Overt Act No. 222: On April 15, 2018, defendant CHAN, through  
15 George Chiang, caused City Commissioner 1 to send an e-mail seeking  
16 to influence a Bureau of Engineering official to take favorable  
17 official action on the Luxe Hotel Project, writing: "Can I please ask  
18 for your leadership in reviewing the requests of this project and  
19 advising what we can do to assist them moving forward? Thank you  
20 [official] and please advise how I can support the process."

21 Overt Act No. 223: On April 16, 2018, defendant CHAN explained  
22 to Businessperson A, who was acting at the direction of the FBI, that  
23 City Commissioner 1 is "our brother" and had a current need for money  
24 because City Commissioner 1 only made between \$100,000 and \$120,000  
25 in salary, so the more money Businessperson A could provide to City  
26 Commissioner 1's Relative at that time, the better.

27 Overt Act No. 224: On April 17, 2018, during a telephone call,  
28 defendant CHAN highlighted to George Chiang their need for City

1 Commissioner 1 to take official acts favorable to the Luxe Hotel  
2 Project, stating: "We need [City Commissioner 1].... Make sure that  
3 [City Commissioner 1] will personally give the [Bureau of Engineering  
4 staff members] a call [and] explain the situation."

5 Overt Act No. 225: On April 25, 2018, during a meeting at the  
6 CCC Investment office between defendant CHAN, City Commissioner 1's  
7 Relative, and Businessperson A, who was acting at the direction of  
8 the FBI, defendant CHAN told City Commissioner 1's Relative that City  
9 Commissioner 1 could help her get projects for Businessperson A.

10 Overt Act No. 226: On May 1, 2018, at defendant CHAN's  
11 direction, George Chiang sent an e-mail to City Commissioner 1,  
12 writing: "Hi Brother [City Commissioner 1], first of all, thank you  
13 for all of your help [with the Luxe Hotel Project]. I sent a thank  
14 you email to all of your staff who were assisting us. Currently,  
15 timing has become more critical for our shoring permit approval [for  
16 the Luxe Hotel Project]. Therefore, I want to make two meeting  
17 requests[.]"

18 Overt Act No. 227: On May 10, 2018, at defendant CHAN's  
19 direction, George Chiang sent an e-mail to City Commissioner 1 and  
20 another City official regarding a Luxe Hotel Project permit, writing:  
21 "I want to thank you for your time in meeting with [another  
22 consultant] and I. Your input is well taken and we will work  
23 diligently under your direction. Your help and assistance to drive  
24 this project are greatly appreciated."

25 Overt Act Nos. 228-232: On or about the following dates, as part  
26 of defendant CHAN's plan to influence City Commissioner 1's official  
27 acts to help the Luxe Hotel Project, defendant CHAN caused  
28

1 Businessperson A to pay City Commissioner 1's Relative by check from  
 2 Businessperson A's business account ending in 3898.

Overt Act No.	Date	Description	Amount
228	06/13/18	April/May 2018 consulting fee	\$2,210
229	08/13/18	June 2018 consulting fee	\$1,400
230	08/13/18	July 2018 consulting fee	\$5,000
231	09/04/18	August 2018 consulting fee	\$5,000
232	10/29/18	September 2018 consulting fee	\$2,500
<b>TOTAL:</b>			<b>\$16,110</b>

15  
 16 Overt Act No. 233: On October 11, 2018, defendant CHAN met with  
 17 City Commissioner 1 and other consultants at the CCC Investment  
 18 office to discuss City Commissioner 1's continued help on the Luxe  
 19 Hotel Project.

20 ***City Staffer A-2's Relative***

21 Overt Act No. 234: On June 14, 2018, during a meeting between  
 22 defendant CHAN and Businessperson A, who was acting at the direction  
 23 of the FBI, defendant CHAN explained the idea of secretly providing  
 24 financial benefits via a "finder's fee" to City Staffer A-2 because  
 25 City Staffer A-2 "sees more projects than anybody" and thus could  
 26 help their projects. Defendant CHAN further explained: "[City  
 27 Staffer A-2] is very useful, but I would like to keep it under wraps"  
 28

1 by creating a fake consulting contract with City Staffer A-2's mother  
2 that hid its true purpose.

3 Overt Act No. 235: On June 15, 2018, after a meeting between  
4 defendant CHAN, Businessperson A, and City Staffer A-2, defendant  
5 CHAN instructed Businessperson A to pay City Staffer A-2 \$10,000 to  
6 \$20,000, but to not draft any agreements until City Staffer A-2  
7 directed the first project to Businessperson A.

8 Overt Act No. 236: On September 28, 2018, defendant CHAN met  
9 Businessperson A, and City Staffer A-2 for dinner at a restaurant in  
10 Pasadena, California, during which they discussed the secret  
11 financial arrangement whereby Businessperson A, following the  
12 instruction of defendant CHAN, agreed to pay City Staffer A-2  
13 commission for any developers City Staffer A-2 introduced to  
14 Businessperson A. Defendant CHAN further suggested that  
15 Businessperson A provide a \$5,000 "sign-on bonus" to City Staffer A-2  
16 in addition to the commission, and that Businessperson A could  
17 conceal the payment to City Staffer A by routing it to City Staffer  
18 A-2's brother's company. When Businessperson A placed a \$10,000  
19 check on the table for City Staffer A-2, defendant CHAN stated that  
20 he would hold on to City Staffer A-2's payment for City Staffer A-2.

21 Overt Act No. 237: On October 9, 2018, defendant CHAN and City  
22 Staffer A-2 discussed scheduling a dinner between a developer,  
23 Businessperson A, defendant CHAN, and City Staffer A-2. Defendant  
24 CHAN wrote in a text message to City Staffer A-2: "Brother, I don't  
25 think it's a good idea to meet in downtown. What do you think?" City  
26 Staffer A-2 responded that he agreed "no dtla."

27 Overt Act No. 238: On October 11, 2018, when Businessperson A  
28 suggested a downtown Los Angeles restaurant for the meeting between

1 the developer, City Staffer A-2, defendant CHAN, and Businessperson  
2 A, defendant CHAN responded by text message: "DTLA is no good."

3 Overt Act No. 239: On October 25, 2018, defendant CHAN attended  
4 a dinner where City Staffer A-2 introduced Businessperson A to a  
5 developer with projects pending in CD-14. After the developer left  
6 the dinner meeting, defendant CHAN instructed Businessperson A to  
7 draft a Memorandum of Understanding and to send it to defendant CHAN  
8 for review, adding that once the "MOU" was signed, Businessperson A  
9 needed to "take care of the thing," referring to Businessperson A  
10 paying City Staffer A-2 as part of their secret financial  
11 arrangement.

12 Overt Act No. 240: On or about October 28, 2018, defendant CHAN  
13 drafted a document titled "Synergy/CCC Action Items," which included  
14 a section titled "Fund Raising" with an entry for City Staffer A-2,  
15 noting: "Set aside (10 from [Businessperson A] + 1.5 from CCC)."  
16 Under a section titled "[Businessperson A]," the document included:  
17 "MOU / Reserve 10 for [City Staffer A-2]," which referred to  
18 defendant CHAN's plan for Businessperson A to pay City Staffer A-2  
19 \$10,000 as part of their secret financial arrangement.

20 **(4) Project M Bribery Scheme**

21 **a. \$25,000 Contribution to PAC B**

22 Overt Act No. 241: On August 18, 2016, defendant HUIZAR met  
23 with Morrie Goldman and Executive M at defendant HUIZAR's City Hall  
24 office to discuss Project M. At the meeting, Goldman and Executive M  
25 asked defendant HUIZAR to file a motion to initiate a General Plan  
26 Amendment for Project M. Defendant HUIZAR agreed to initiate the  
27 General Plan Amendment, either by exerting pressure on the Planning  
28 Department to do so or by filing a motion.

1           Overt Act No. 242: On or about August 26, 2016, defendant  
2 HUIZAR and his staff urged the Planning Department to approve the  
3 General Plan Amendment initiation for Project M, which the Planning  
4 Department did.

5           Overt Act No. 243: In September 2016, less than a month after  
6 defendant HUIZAR had provided significant assistance to Company M and  
7 Executive M, defendant HUIZAR asked Morrie Goldman for contributions  
8 to PAC B from Goldman's clients with projects pending in CD-14,  
9 including from Executive M on behalf of Company M. Goldman agreed to  
10 convey the request to his clients.

11           Overt Act No. 244: On October 10, 2016, defendant HUIZAR sent  
12 an e-mail to George Esparza and another CD-14 staffer, writing: "I  
13 spoke with [Morrie Goldman] already about [another developer] and  
14 [Company M] contributions to [HUIZAR Associate 2] Account. He is on  
15 board. Work with him to get them in. Get [Goldman] the [HUIZAR  
16 Associate 2] acco[u]nt name and number etc."

17           Overt Act No. 245: On October 13, 2016, George Esparza sent a  
18 text message to Morrie Goldman, providing the information for PAC B  
19 and adding: "according to my boss that's for [another developer] and  
20 [Company M]. He said he spoke to u about it."

21           Overt Act No. 246: On October 13, 2016, Morrie Goldman sent an  
22 e-mail to Executive M, passing on the information for PAC B he  
23 received from George Esparza. Executive M replied: "Timing and  
24 amount?" Goldman then wrote: "25K as soon as possible."

25           Overt Act No. 247: On October 14, 2016, Morrie Goldman sent an  
26 e-mail to Executive M, attaching a remit form for PAC B, and writing:  
27 "HUIZAR is asking that contributions be directed to this committee.  
28



1 Please hold off if you are processing a contribution to the other  
2 primary committee."

3 Overt Act No. 248: On October 26, 2016, Morrie Goldman received  
4 an e-mail from Executive M about the \$25,000 PAC B contributions,  
5 which stated: "I should have checks by tomorrow. All I need is the  
6 letter. Would it be worth setting up a quick drink or coffee with  
7 JOSE [HUIZAR] when we deliver? Could be good to talk big picture,  
8 etc."

9 Overt Act No. 249: On or about October 27, 2016, defendant  
10 HUIZAR caused Company M to send three checks from three separate  
11 entities, payable to PAC B in the amount of \$8,333.33 for a total of  
12 \$25,000, by U.S. Mail to the Company M office in Los Angeles,  
13 California.

14 Overt Act No. 250: On October 31, 2016, Morrie Goldman sent a  
15 text message to George Esparza, writing: "When can I get [Executive  
16 M] in with JOSE [HUIZAR] to deliver the checks?"

17 **b. Additional \$25,000 Contribution to PAC B**

18 Overt Act No. 251: On February 14, 2017, defendant HUIZAR sent  
19 a text message to George Esparza, writing: "at dinner make sure u  
20 remind me to get [Company M] to do 25 k for [PAC B] on measure h."

21 Overt Act No. 252: On February 15, 2017, defendant HUIZAR met  
22 Morrie Goldman for lunch in downtown Los Angeles to discuss various  
23 projects. At the lunch, defendant HUIZAR asked Goldman for an  
24 additional \$25,000 contribution to PAC B from Company M, which  
25 Goldman agreed to convey to Executive M.

26 Overt Act No. 253: On February 15, 2017, at a dinner at a Los  
27 Angeles restaurant for which Company M paid approximately \$1,778,  
28

1 defendant HUIZAR requested and Executive M committed to paying  
2 \$25,000 to PAC B on behalf of Company M.

3 Overt Act No. 254: On February 21, 2017, Morrie Goldman  
4 informed George Esparza via text message that Executive M  
5 "acknowledged the conversation with JOSE [HUIZAR]" regarding Company  
6 M's additional contribution to PAC B.

7 Overt Act No. 255: On February 22, 2017, Morrie Goldman wrote  
8 to Executive M in a text message: "We never connected about your  
9 conversation with HUIZAR on Measure H. They want to connect with you  
10 about getting a check for their Measure H mailer targeting DTLA."

11 Overt Act No. 256: On February 24, 2017, Morrie Goldman  
12 received an e-mail from Executive M sent to another Company M  
13 employee with the subject line "questions regarding HUIZAR PAC,"  
14 which stated: "You can direct any specific questions on the PAC to  
15 [Goldman], who is cc'd."

16 Overt Act No. 257: On February 25, 2017, defendant HUIZAR sent  
17 a text message to George Esparza, writing: "Any update on [Executive  
18 M] 25k?"

19 Overt Act No. 258: On or about March 2, 2017, defendant HUIZAR  
20 caused Company M to send a check for \$25,000 made payable to PAC B by  
21 U.S. Mail to PAC B in Sacramento, California.

22 Overt Act No. 259: On March 20, 2017, Morrie Goldman received  
23 an e-mail from Executive M, which stated: "Do you think we are in a  
24 more favored status with JOSE [HUIZAR] compared to [another  
25 developer]?"

26 Overt Act No. 260: On May 5, 2017, in a telephone call,  
27 defendant HUIZAR and Morrie Goldman discussed Company M's  
28 contribution to PAC B at defendant HUIZAR's direction. Defendant

1 HUIZAR and Goldman found out that PAC B publicly disclosed Company M  
2 as a top donor for a Los Angeles City Council candidate. Goldman  
3 told defendant HUIZAR that a reporter was "asking who asked us for  
4 the donation, but we, we're not gonna respond to that." Defendant  
5 HUIZAR responded: "Thank you very much. I appreciate that." Goldman  
6 stated: "No of course." Goldman then stated: "When I told George  
7 [Esparza], I said, look, my two things that I gotta protect you know  
8 ... [Company M] and gotta protect you." Defendant HUIZAR stated "we  
9 can't be sloppy about this and trust, uh, [HUIZAR Associate 2], but,  
10 anyway, we will save that conversation for tomorrow, ok?"

11 Overt Act No. 261: On May 9, 2017, Morrie Goldman received an  
12 e-mail from Executive M asking about the media inquiry regarding the  
13 Company M campaign contribution to PAC B in support of a Los Angeles  
14 City Council candidate. Goldman responded by e-mail, reminding  
15 Executive M that the PAC B contribution "was an 'ask' from JOSE  
16 HUIZAR."

17 **c. \$25,000 Contribution and Additional \$25,000 Commitment to**  
18 **PAC A**

19 Overt Act No. 262: In or around January 2018, defendant HUIZAR  
20 spoke with Morrie Goldman regarding Project M's approval in the PLUM  
21 Committee and City Council. Specifically, they discussed that  
22 Company M wanted the City to approve Project M with a 5% affordable  
23 housing requirement, while defendant HUIZAR initially insisted on 11%  
24 affordable housing. Goldman told defendant HUIZAR that Executive M  
25 was concerned he would suffer significant professional consequences,  
26 including the loss of his job with Company M, if Project M was not  
27 approved, and that if Project M did not obtain its preferred  
28

1 affordable housing requirements it would threaten the viability of  
2 the project altogether.

3 Overt Act No. 263: On January 5, 2018, Morrie Goldman sent a  
4 text message to Executive M, writing: "We are confirmed for dinner  
5 with HUIZAR on Monday [January 8, 2018]."

6 Overt Act No. 264: On January 8, 2018, defendant HUIZAR and  
7 Morrie Goldman had a discussion via text message regarding Project M  
8 and Company M's willingness to contribute to their newly established  
9 PAC, PAC A. Specifically, defendant HUIZAR wrote: "Let's do the pac  
10 stuff later this week. See u there at 6. What's purpose of tonight's  
11 meeting? Are they [Company M] gonna help with pac?" Goldman replied:  
12 "[Executive M] wants to talk about their [Project M] and see if  
13 you're comfortable with the height and affordability levels."  
14 Defendant HUIZAR answered: "Are they gonna help with pac?" Goldman  
15 replied: "I'm sure they will, however - as your friend - let's  
16 discuss this in a different text thread" in order to avoid  
17 documenting defendant HUIZAR's conditioning his official assistance  
18 with Project M on Company M's financial support for PAC A.

19 Overt Act No. 265: On February 23, 2018, defendant HUIZAR and  
20 Morrie Goldman had a discussion via text message regarding PAC A.  
21 Specifically, Goldman wrote: "Are you checking the Confide App for  
22 texting on your iPhone?" Goldman further wrote: "I was going to text  
23 you about your meeting with [PAC A's attorney]. Wanted to see if we  
24 got any clarification. Confide is good for texting because it is like  
25 Snap Chat...message disappears."

26 Overt Act No. 266: On March 1, 2018, defendant HUIZAR met with  
27 Morrie Goldman and discussed Company M's contributions to PAC A.  
28 Specifically, defendant HUIZAR asked for a \$50,000 contribution to

1 PAC A to be paid in two installments, \$25,000 as soon as possible and  
2 another \$25,000 by the end of the year, after Project M was approved.  
3 Goldman agreed to convey the request to Executive M.

4 Overt Act No. 267: On March 14, 2018, Morrie Goldman met with  
5 Executive M and relayed defendant HUIZAR's request to have Company M  
6 contribute \$50,000 to PAC A, which Goldman explained was designed to  
7 benefit HUIZAR Relative 1's campaign for the CD-14 seat. Executive M  
8 agreed.

9 Overt Act No. 268: On March 14, 2018, at approximately 4:00  
10 p.m., defendant HUIZAR met with Morrie Goldman to discuss PAC A,  
11 including the fact that Executive M agreed to have Company M  
12 contribute to PAC A.

13 Overt Act No. 269: On March 15, 2018, Morrie Goldman sent an e-  
14 mail to Executive M with the subject line "[PAC A]," writing: "this  
15 is the committee we previously discussed," and attaching a  
16 contribution form for PAC A.

17 Overt Act No. 270: On March 26, 2018, defendant HUIZAR sent an  
18 e-mail to himself, attaching a document titled "Fundraising Plan."  
19 The document included, among other things, company and individual  
20 names, contribution amounts, and the person responsible for  
21 soliciting contributions to PAC A and PAC B. Under the PAC A  
22 section, the document included an entry for Company M for \$50,000,  
23 and listed Morrie Goldman.

24 Overt Act No. 271: On April 13, 2018, defendant HUIZAR sent an  
25 e-mail to Morrie Goldman, attaching a document titled "[PAC A]" that  
26 included, among other things, an entry for Company M for \$50,000,  
27 with the note: "B/4 June. 2 checks. 2 Entities."

28

1           Overt Act No. 272: On May 8, 2018, Morrie Goldman had a  
2 discussion via text message with Executive M regarding a meeting with  
3 the Planning Department scheduled for the same day for Project M.  
4 Specifically, Executive M wrote: "Very important that [City Staffer  
5 A-2] calls [a Planning Department official] letting them know he  
6 supports the height etc. please please make sure this happens prior."  
7 Goldman later wrote: "[City Staffer A-2] will let them know their  
8 position, and then make the changes in PLUM." Executive M later  
9 wrote: "This would be a disaster if they took a position to deny[.]  
10 This meeting seems to be a really bad idea now. When does JOSE  
11 [HUIZAR] get back?" Goldman responded: "Spoke with [City Staffer A-  
12 2]. He will speak with [the Planning Department official], and then  
13 call me to report back prior to our meeting."

14           Overt Act No. 273: On May 8, 2018, defendant HUIZAR caused City  
15 Staffer A-2 to advocate CD-14's position and encourage the Planning  
16 Department official to approve Project M to allow the project to  
17 proceed to a hearing before the City Planning Commission.

18           Overt Act No. 274: On or about June 13, 2018, defendant HUIZAR  
19 caused Company M to send two checks from two separate entities, each  
20 made payable to PAC A, in the amount of \$12,500 each for a total of  
21 \$25,000, by U.S. Mail to the Company M office in Los Angeles,  
22 California, around the same time that the City Planning Commission  
23 approved Project M, allowing it to move forward to a hearing before  
24 the PLUM Committee and ultimately City Council.

25           Overt Act No. 275: On June 18, 2018, Morrie Goldman and  
26 Employee M discussed sending the Company M checks to PAC A per  
27 defendant HUIZAR's request during the same conversation as discussing  
28 the official acts Company M needed from defendant HUIZAR, namely, the

1 scheduling of Project M for hearing before the PLUM Committee.  
2 Specifically, after Goldman provided the address for PAC A to send  
3 the Company M contribution checks, Employee M responded that the  
4 checks would be sent that day. Employee M then wrote: "Will we be  
5 able to make the July 31st plum?" Goldman later explained they would  
6 know "[w]hen HUIZAR decides his schedule for July," adding: "He  
7 sometimes takes an extra week. PLUM could still happen but without  
8 HUIZAR. I think we should wait for a meeting where he is there."  
9 Employee M responded: "We would want [HUIZAR] there."

10 **d. Additional \$50,000 Commitment to PAC A in Exchange for**  
11 **Defendant HUIZAR's Help on Project M**

12 Overt Act No. 276: On August 9, 2018, Morrie Goldman sent an e-  
13 mail to Executive M regarding Project M's upcoming hearing before the  
14 PLUM Committee, writing: "We need to address the Labor issue.  
15 Seriously...we need to take [the executive of a labor union] off the  
16 chess board." Goldman and Executive M believed the labor union was  
17 an issue that could affect Project M's approval in the PLUM Committee  
18 with the potential to create delays, increase costs, threaten the  
19 viability of Project M, resulting in negative repercussions for  
20 Executive M personally, including the potential loss of his job.

21 Overt Act No. 277: On August 14, 2018, Morrie Goldman and  
22 Employee M discussed the status of Project M and defendant HUIZAR's  
23 position on the project. Specifically, Goldman explained: "I did  
24 speak to HUIZAR last night. I do think we will need one more meeting  
25 with him. I think he will get 'there,' just think it will a bit more  
26 painful that we hope." Employee M then asked: "More painful meaning  
27 more money?" Goldman then explained that defendant HUIZAR "stressed  
28

1 that it is a heavy lift" even with community support because "[i]t is  
2 the hit he will take with housing advocates and LA Times."

3 Overt Act No. 278: On September 4, 2018, Morrie Goldman  
4 received an e-mail from Executive M, asking: "Any updates on HUIZAR  
5 meeting?" Goldman responded: "I'm having a one-on-one meeting with  
6 [HUIZAR], and you're #1 on the agenda."

7 Overt Act No. 279: On September 4, 2018, defendant HUIZAR met  
8 with Morrie Goldman regarding the labor union issue Company M was  
9 facing on Project M. During the meeting, Goldman requested on behalf  
10 of Executive M for defendant HUIZAR to vote against the labor union's  
11 appeal by approving Project M in the PLUM Committee. Defendant  
12 HUIZAR explained that voting against the labor union, which he  
13 considered an ally, could have negative ramifications on HUIZAR  
14 Relative 1's campaign. Because of this risk, defendant HUIZAR told  
15 Goldman that if he were to vote against the labor union in the PLUM  
16 Committee, then Company M would have to make it worthwhile, which  
17 Goldman understood to mean that defendant HUIZAR expected a financial  
18 benefit from Company M in exchange for his efforts with the labor  
19 union.

20 Overt Act No. 280: On September 6, 2018, Morrie Goldman and  
21 Executive M met to discuss Project M and resolving its labor union  
22 issue. During the meeting, Goldman discussed with Executive M that  
23 they needed to make it worthwhile for defendant HUIZAR's intervention  
24 with the labor union. Executive M and Goldman agreed that Company M  
25 should offer to make an additional \$50,000 contribution to PAC A.  
26 Company M had previously agreed to contribute \$50,000, and paid the  
27 first installment in June 2018. This additional \$50,000 contribution  
28 would bring the total agreed-upon contributions on behalf of Company



1 M to PAC A to \$100,000 in exchange for defendant HUIZAR's assistance  
2 with Project M.

3 Overt Act No. 281: On September 6, 2018, defendant HUIZAR and  
4 Morrie Goldman met outside a restaurant in Boyle Heights to discuss  
5 the new arrangement with Executive M. At the meeting, Goldman  
6 conveyed the offer of an additional \$50,000 contribution to PAC A,  
7 bringing the total to \$100,000, and defendant HUIZAR agreed to accept  
8 the contribution in exchange for voting to approve Project M over  
9 objections by the labor union. Defendant HUIZAR also requested a  
10 private meeting with Executive M.

11 Overt Act No. 282: On September 6, 2018, Morrie Goldman asked  
12 Executive M via text message: "Can you do dinner with HUIZAR on  
13 Tuesday, 9-25?"

14 Overt Act No. 283: On September 10, 2018, in a text message,  
15 Morrie Goldman asked defendant HUIZAR: "Re: [Company M] & [Project  
16 M]. You are meeting with [Executive M] on 9-25 to negotiate public  
17 benefits package. Could we target PLUM on 10-02 with the clear  
18 understanding that the item gets pulled from agenda with no deal?  
19 [City Staffer A-2] is waiting for direction from you before  
20 scheduling."

21 Overt Act No. 284: On September 11, 2018, in a text message,  
22 defendant HUIZAR asked Morrie Goldman: "Hey, let's talk about your  
23 fundraiser for [HUIZAR Relative 1] before event and who U are  
24 inviting. I want to make sure we are hitting people up for right  
25 amount and we are not calling same people." Goldman replied: "Of  
26 course." Defendant HUIZAR then asked: "Oct 11 still good for you?"

27  
28

1           Overt Act No. 285: On September 11, 2018, just after the text  
2 messages with defendant HUIZAR, Morrie Goldman sent a text message to  
3 Executive M stating: "Plan on 10-02 PLUM. But let's discuss..."

4           Overt Act No. 286: On September 12, 2018, while defendant  
5 HUIZAR was negotiating the additional financial benefit he sought  
6 from Executive M and Company M, defendant HUIZAR used his official  
7 position as PLUM Committee Chair to postpone the committee's hearing  
8 on Project M to October 2, 2018, thereby causing the project to be  
9 delayed until after he met with Executive M.

10           Overt Act No. 287: On September 24, 2018, Morrie Goldman told  
11 defendant HUIZAR via text message: "We are meeting [Executive M]  
12 tomorrow for dinner. Do you still want [a restaurant in downtown Los  
13 Angeles], or would you like someplace a bit more private?"

14           Overt Act No. 288: On September 24, 2018, Morrie Goldman told  
15 Executive M via text message: "Meeting is moved to breakfast on 10-04  
16 @ 9 AM." Executive M replied: "But that pushes our date??? This is a  
17 disaster." Goldman responded: "Yes....it pushes the date. It's going  
18 to get done."

19           Overt Act No. 289: On September 26, 2018, in a text message,  
20 Morrie Goldman asked Executive M: "any chance you can do your one on  
21 one dinner with HUIZAR THIS Friday, 9-28?" Executive M replied:  
22 "Yes. I'm assuming hearing date is the same?"

23           Overt Act No. 290: On September 28, 2018, defendant HUIZAR and  
24 Executive M met to discuss defendant HUIZAR's support for Project M,  
25 its approval in the PLUM Committee, and Company M's support for the  
26 PAC to benefit HUIZAR Relative 1's campaign. During the same  
27 conversation, Executive M offered to provide opposition research to  
28 defendant HUIZAR on a young female former CD-14 staffer who planned

1 to file a lawsuit against defendant HUIZAR, and defendant HUIZAR  
2 accepted this offer. As part of their negotiation to help Project M,  
3 defendant HUIZAR and Executive M also discussed Company M hiring  
4 defendant HUIZAR after he left office.

5 Overt Act No. 291: On September 28, 2018, defendant HUIZAR sent  
6 a text message to Morrie Goldman, writing: "Good meeting with  
7 [Executive M]. He is willing to help [HUIZAR Relative 1] committee.  
8 He will collect from consultant/contractors. We didn't discuss  
9 amount. Please enlist him for your event and ask him to collect 15-20  
10 k for your event."

11 Overt Act No. 292: On October 2, 2018, defendant HUIZAR used  
12 his official position as the PLUM Committee Chair to postpone his  
13 committee's hearing on Project M to October 16, 2018.

14 Overt Act No. 293: On October 11, 2018, defendant HUIZAR,  
15 Executive M, Employee M, and Morrie Goldman attended a fundraiser for  
16 HUIZAR Relative 1 hosted by Goldman. At the fundraiser, Executive M  
17 provided defendant HUIZAR the opposition research against the young  
18 female staffer he had promised as part of their agreement for  
19 defendant HUIZAR to help Project M.

20 Overt Act No. 294: On October 13, 2018, Morrie Goldman and  
21 Executive M had a text message conversation regarding the upcoming  
22 PLUM Committee hearing for Project M. Executive M asked: "Anyone  
23 else on plum we should connect with?" Goldman replied: "I was  
24 thinking about it but I really don't want to call attention to it. I  
25 would rather let JOSE [HUIZAR] power play it through."

26 Overt Act No. 295: On October 16, 2018, defendant HUIZAR voted  
27 to deny the union appeal and to approve Project M in the PLUM  
28 Committee, including accepting certain modifications requested by

1 Company M. Specifically, the PLUM Committee accepted Company M's  
2 preferred modifications to the affordable housing restrictions,  
3 thereby undoing the more stringent requirements recommended by the  
4 City Planning Commission. As a result of defendant HUIZAR's approval  
5 and undoing the CPC recommendations, Company M obtained significant  
6 reductions to Project M's affordable housing requirements, from 11%  
7 "Very Low Income" units to 6% "Moderate Income" units. Specifically,  
8 defendant HUIZAR's approval of Company M's modifications decreased  
9 low-income individuals' access to the project while ensuring Company  
10 M obtained an estimated \$14 million in net savings.

11 Overt Act No. 296: On October 16, 2018, after the PLUM  
12 Committee approval, in a text message, Morrie Goldman told Executive  
13 M: "Let's talk tomorrow. I'm seeing JOSE [HUIZAR] on Thursday, so I  
14 know he will bring up follow up on a few items," referring to Company  
15 M's commitment to contribute the remaining \$75,000 to PAC A.

16 Overt Act No. 297: On October 18, 2018, defendant HUIZAR and  
17 Morrie Goldman had a meeting at defendant HUIZAR's residence, where  
18 defendant HUIZAR raised Company M's commitment to contribute to PAC  
19 A.

20 Overt Act No. 298: On October 31, 2018, defendant HUIZAR voted  
21 to approve Project M in City Council, which caused Executive M to  
22 write an e-mail to the owners of Company M and other employees:  
23 "Great news, we just received final unanimous approval for [Project  
24 M] by city council. Although today is bit of a formality (PLUM is  
25 where the discretion usually happens), this is the final step."  
26 Executive M highlighted the benefits Company M was able to secure in  
27 PLUM from defendant HUIZAR, writing: "our obligations related to rent  
28 [affordable housing] restrictions and union involvement are minimal

1 compared to other future projects in the area." Executive M also  
2 touted "the entitlement of the tallest building in the arts district  
3 by 3 times (35 stories) in a wealthy opinionated hipster community"  
4 as a "truly amazing" accomplishment.

5 Overt Act No. 299: On or around October 31, 2018, Morrie  
6 Goldman updated a document tracking commitments and contributions  
7 made to PAC A. Among other things, the document had an entry for  
8 Company M with the figure \$25,000 in the column titled "Paid," and  
9 \$75,000 in the column titled "Committed." In addition, in the  
10 "Comments" column, the entry for Company M stated "\$75K by December."

11 Overt Act No. 300: On November 1, 2018, Morrie Goldman wrote to  
12 Executive M via text message, asking for a meeting to "go through the  
13 HUIZAR political stuff," referring to the \$75,000 contribution to PAC  
14 A Company M had committed to defendant HUIZAR in exchange for  
15 defendant HUIZAR's now successful help with Project M.

16 **(5) Businessperson A Schemes**

17 **a. Financial Benefits for Business Opportunities with**  
18 **Developers**

19 Overt Act Nos. 301-333: On or about at least the following  
20 dates, in exchange for defendant HUIZAR using his official position  
21 to make introductions to developers and to advocate that such  
22 developers use Businessperson A's business to enhance Businessperson  
23 A's financial prospects, defendant HUIZAR accepted financial benefits  
24 from Businessperson A, including cash, hotel rooms,  
25 prostitution/escort services, meals, and other gifts in the following  
26 approximate amounts:  
27  
28

Overt Act No.	Date	Financial benefit	Amount
301	06/13/2016	suit and shirts	\$6,000
302	11/18/2016	meal	\$1,210.88
303	11/18/2016	shirts	\$1,869.03
304	January 2017	cash	\$10,000
305	01/13/2017	hotel accommodation	\$286.13
306	01/19/2017	hotel accommodation	\$483.36
307	February 2017	cash	\$10,000
308	March 2017	cash	\$10,000
309	03/15/2017	hotel accommodation	\$561.10
310	03/25/2017	resort accommodation	\$298.36
311	03/25/2017	golf club accommodation	\$432.75
312	April 2017	cash	\$10,000
313	04/06/2017	hotel accommodation	\$311.12
314	04/24/2017	hotel accommodation	\$423.58
315	04/28/2017	hotel accommodation	\$572.61
316	May 2017	cash	\$10,000
317	05/03/2017	hotel accommodation	\$456.25
318	05/09/2017	hotel accommodation	\$381.64
319	05/15/2017	hotel accommodation	\$968.87
320	05/17/2017	hotel accommodation	\$346.75
321	05/19/2017	hotel accommodation	\$273.64
322	05/22/2017	hotel accommodation	\$335.66
323	05/24/2017	hotel accommodation	\$810.88
324	05/30/2017	hotel accommodation	\$519.56

Overt Act No.	Date	Financial benefit	Amount
325	June 2017	cash	\$10,000
326	06/02/2017	hotel accommodation	\$336.36
327	06/05/2017	hotel accommodation	\$79.75
328	06/08/2017	hotel accommodation	\$475.20
329	06/12/2017	statue	\$920.00
330	06/12/2017	shoes	\$449.32
331	06/12/2017	suits	\$10,451.75
332	06/19/2017	hotel accommodation	\$1,513.49
333	06/26/2017	hotel accommodation	\$322.33
		<b>TOTAL:</b>	<b>\$91,090</b>

**b. \$25,000 Contribution to PAC B in Exchange for City**

**Resolution**

Overt Act No. 334: On or about March 11, 2018, defendant HUIZAR met with Businessperson A, who, unbeknownst to defendant HUIZAR, was then acting at the direction of the FBI, on a golf course in the City. Defendant HUIZAR asked Businessperson A to contribute to HUIZAR Relative 1's campaign. Businessperson A stated that he would support the campaign, but that he needed help from defendant HUIZAR to provide an official resolution from the City recognizing Businessperson A's business. Defendant HUIZAR agreed to provide a City resolution and asked Businessperson A to contribute \$25,000 to HUIZAR Relative 1's campaign.

Overt Act No. 335: On or about March 23, 2018, defendant HUIZAR caused Businessperson A to send a check in the amount of \$25,000 made payable to PAC B by U.S. Mail from Los Angeles County to PAC B in

1 Sacramento, California, intended to benefit HUIZAR Relative 1's  
2 campaign.

3 Overt Act No. 336: On or about April 10, 2018, defendant HUIZAR  
4 caused the CD-14 office to issue a City resolution in the form of a  
5 certificate of recognition signed by all City Council members,  
6 recognizing Businessperson A to promote Businessperson A's business  
7 and reputation in the City.

8 Overt Act No. 337: On or about May 31, 2018, defendant HUIZAR  
9 met with Businessperson A, who was acting at the direction of the  
10 FBI, at defendant HUIZAR's City Hall office. As promised when  
11 Businessperson A agreed to contribute \$25,000 to HUIZAR Relative 1's  
12 campaign, defendant HUIZAR delivered the City resolution recognizing  
13 Businessperson A. At this meeting, defendant HUIZAR confirmed the  
14 PAC received Businessperson A's \$25,000 contribution, adding that  
15 "the people who have the PAC, they know ... you're interested in  
16 helping [HUIZAR Relative 1]. So it's sitting there for the right  
17 time."

18 **c. Cash Payment for Pressure on Developer to Hire**  
19 **Businessperson A**

20 Overt Act No. 338: On August 25, 2018, defendant HUIZAR met  
21 with Businessperson A, who was acting at the direction of the FBI, at  
22 a golf course in the City. During the meeting, defendant HUIZAR  
23 asked Businessperson A for additional contributions to benefit HUIZAR  
24 Relative 1's campaign. During the same conversation, defendant  
25 HUIZAR stated: "I'll go down a list of people that I could start  
26 introducing you to ... people ... that I know need my help.... Like  
27 for example, right now, [Company M] needs me.... So I could re-  
28 introduce them to you." Businessperson A asked, regarding these



1 meetings, whether HUIZAR could "push" the developers to hire  
2 Businessperson A. Defendant HUIZAR responded: "Yeah ... for right  
3 now they feel pressure, but they need me."

4 Overt Act No. 339: On September 24, 2018, defendant HUIZAR met  
5 with Businessperson A, who was acting at the direction of the FBI, at  
6 a restaurant in the City. During the meeting, defendant HUIZAR  
7 accepted \$15,000 in cash from Businessperson A, who provided the cash  
8 concealed in an envelope, which defendant HUIZAR then covered with a  
9 napkin. During this meeting, defendant HUIZAR stated that he had a  
10 meeting with Company M the following day and that Company M's project  
11 was coming up for approval soon. Defendant HUIZAR stated that  
12 Company M "need[s] a lot of help from my office," by which defendant  
13 HUIZAR meant that Company M would feel pressure to hire  
14 Businessperson A at defendant HUIZAR's request because Company M  
15 needed defendant HUIZAR to perform favorable official acts in support  
16 of Company M's project and not take adverse official acts in  
17 opposition to the project. Defendant HUIZAR assured Businessperson A  
18 that he would make sure Company M scheduled a meeting with  
19 Businessperson A. At the end of the meeting, after Businessperson A  
20 had departed, defendant HUIZAR counted the cash inside the envelope.

21 **(6) Additional Pay-to-Play Conduct**

22 **a. CD-14 Developers/Proxies' PAC Contributions to Benefit**  
23 **HUIZAR Relative 1's Campaign and CD-14 Enterprise**

24 Overt Act No. 340: In or around May 2017, defendant HUIZAR,  
25 George Esparza, Morrie Goldman, and HUIZAR Associate 3 agreed to  
26 establish a PAC that publicly was purported to benefit a broad array  
27 of candidates and causes but was, in fact, primarily intended to  
28 benefit HUIZAR Relative 1's campaign to succeed defendant HUIZAR as

1 Councilmember for CD-14. Defendant HUIZAR agreed with Esparza,  
2 Goldman, and HUIZAR Associate 3 to pressure developers with projects  
3 in CD-14 to contribute to the PAC in exchange for favorable treatment  
4 and to avoid adverse action against their projects in the PLUM  
5 Committee, Economic Development Committee, and City Council.

6 Overt Act No. 341: On May 10, 2017, in a telephone call, George  
7 Esparza and George Chiang discussed how defendant HUIZAR was using a  
8 PAC to obtain additional financial benefits from developers in  
9 exchange for not taking adverse action against them. Specifically,  
10 Esparza told Chiang: “[Defendant HUIZAR’s] approach is that he’s  
11 going to um, strong arm everyone ... to the PAC. [Jia Yuan], [Company  
12 F]. ‘This is what I want right now. This is my [relative], this is  
13 what we are doing.’ So his idea in his mind is that okay, people are  
14 going to support us because they don’t want people to fuck with  
15 projects, you know.”

16 Overt Act No. 342: On May 11, 2017, in a telephone call, George  
17 Esparza and Executive Director E discussed punishing a developer who  
18 was not providing financial benefits to defendant HUIZAR by  
19 withholding approvals for the developer’s project. Specifically,  
20 Esparza said: “[Company G] has not come through with any other  
21 commitments to us, to you, so you know, why even be helpful to them,  
22 you know, that’s my thing... So I’m going to tell [defendant HUIZAR]  
23 that I spoke to you and let’s just continue to ignore them, you know.  
24 We are not going to help them.” Executive Director E then added:  
25 “And even [defendant CHAN] doesn’t want you guys to work with  
26 [Company G].”

27 Overt Act No. 343: On June 2, 2017, in a telephone call,  
28 defendant HUIZAR, HUIZAR Relative 1, and Morrie Goldman discussed

1 establishing a PAC to support HUIZAR Relative 1's campaign. Goldman  
2 explained: "the PAC ... that's going to be strictly political money  
3 and, you know, two years from now, or three years, there'll be a  
4 million dollars in there. You won't be able to direct it, but  
5 there'll be people, you know, [who] are like minded."

6 Overt Act No. 344: On June 22, 2017, defendant HUIZAR met with  
7 George Esparza, Morrie Goldman, and Justin Kim and discussed  
8 establishing a PAC to raise money for HUIZAR Relative 1's campaign.  
9 During this meeting, defendant HUIZAR suggested having Kim find an  
10 associate to serve as the "face" of the PAC to disguise defendant  
11 HUIZAR's involvement and the PAC's connection to CD-14.

12 Overt Act No. 345: On September 14, 2017, defendant HUIZAR and  
13 George Esparza had a text message conversation regarding compiling a  
14 list of donors to target for fundraising for HUIZAR Relative 1's  
15 campaign, which they referred to as the "Executive 2" strategy  
16 meetings, focusing on developers with upcoming hearings before the  
17 PLUM Committee, which defendant HUIZAR chaired. Defendant HUIZAR  
18 instructed Esparza via text message: "Please get the [City Staffer A-  
19 2] list that he gave u about projects going to cpc and plum and let's  
20 discuss me and u at every Thursday exec.#2 meeting."

21 Overt Act No. 346: On October 20, 2017, defendant HUIZAR and  
22 George Esparza had a conversation about targeting developers with  
23 projects pending before committees on which defendant HUIZAR sat in  
24 order to obtain financial benefits from them. Specifically,  
25 defendant HUIZAR instructed Esparza via text message: "[Company H] is  
26 on economic development committee on Tuesday for tot [Transient  
27 Occupancy Tax rebates]. Have u spoken with those guys?" Esparza  
28 responded: "Hey boss, here is a quick update. Just had my last

1 meeting. [Company I]/[Lobbyist I]- good. [Company H]/[Lobbyist C]-  
 2 good. [Company J]/[Consultant J]- good. All commitments have been  
 3 made."

4 Overt Act No. 347: On October 24, 2017, defendant HUIZAR again  
 5 sought to confirm with George Esparza that certain developers and  
 6 consultants committed to contribute to PACs to benefit HUIZAR  
 7 Relative 1's campaign before taking favorable actions on the projects  
 8 in the Economic Development and PLUM Committees. Specifically,  
 9 defendant HUIZAR told Esparza via text message: "[Company H] is in  
 10 committee today..." Defendant HUIZAR then followed up: "Everything  
 11 being handled?" Esparza responded: "Yes sir." Defendant HUIZAR then  
 12 texted: "The [Company I] sign district is in committee today."  
 13 Esparza responded: "Yes. Being handled as well."

14 Overt Act No. 348: On December 4, 2017, defendant HUIZAR  
 15 created a spreadsheet titled "Initial Commitments to PAC," listing  
 16 companies, consultants, and contribution amounts, totaling  
 17 \$500,000. Several of those listed had pending projects in defendant  
 18 HUIZAR's district or before a committee that defendant HUIZAR  
 19 chaired, including the following:

Company	Commitment	Notes
[Company H]	\$25,000	[Lobbyist C]
[Company I]	\$25,000	[Lobbyist I]
[Company J]	\$50,000	[Consultant J]

24 Overt Act No. 349: On March 26, 2018, defendant HUIZAR caused  
 25 Company H to make a contribution of \$10,000 to PAC B.

26 Overt Act No. 350: On June 19, 2018, defendant HUIZAR caused  
 27 Company J to make a contribution of \$25,000 to PAC A.  
 28

1           **b. CD-14 Developers/Proxies' Contributions to Defendant HUIZAR**  
2                           **Campaigns and Officeholder Accounts**

3           Overt Act No. 351: On May 18, 2015, at defendant HUIZAR's  
4 direction, George Esparza created a document titled "HUIZAR Debt  
5 Finance Plan," which documented defendant HUIZAR's solicitation  
6 efforts of contributions from developers, consultants, and allies  
7 towards defendant HUIZAR's 2015 re-election campaign debt, including  
8 many developers and consultants who had projects in CD-14 and/or were  
9 going through the City approval process. The plan included:  
10 (1) \$40,000 from Justin Kim; (2) \$20,000 from Wei Huang; (3) \$20,000  
11 from Company G through Executive Director E; (4) \$10,000 from Jia  
12 Yuan; and (5) \$10,000 from defendant CHAN.

13           **c. CD-14 Developers/Proxies' Contributions to School that**  
14                           **Employed HUIZAR Relative 1 as a Fundraiser**

15           Overt Act No. 352: Beginning in or around March 2015, at  
16 defendant HUIZAR's direction, George Esparza solicited donations to  
17 High School A's annual gala event from developers and consultants  
18 with projects pending in defendant HUIZAR's district. Part of the  
19 money raised from the gala event was used to pay salaried employees,  
20 including HUIZAR Relative 1.

21           Overt Act No. 353: On May 18, 2015, George Esparza created a  
22 document titled "[High School A] Fundraising Plan." The document  
23 included commitments from: (1) Jia Yuan for \$10,000; (2) Wei Huang  
24 for \$20,000; (3) Company F for \$10,000; and (4) Company L for  
25 \$30,000.

26           Overt Act No. 354: On or around May 24, 2015, defendant CHAN  
27 created a document titled "JH," referencing defendant HUIZAR, which  
28 included a subsection titled "School" with commitments from: (1) Fuer

1 Yuan for \$10,000, through George Chiang; (2) Developer K for \$20,000,  
2 through George Esparza; and (3) Company L for \$30,000, through George  
3 Esparza.

4 Overt Act No. 355: On or around September 28, 2015, defendant  
5 HUIZAR attended High School A's annual gala, which, at defendant  
6 HUIZAR's request, was sponsored by the following companies, among  
7 others, in the following amounts: (1) \$25,000 by Company L; (2)  
8 \$10,000 by Jia Yuan; (3) \$10,000 by Company F; and (4) \$5,000 by  
9 Company K.

10 **d. Steering CD-14 Developers to Preferred Firms**

11 Overt Act No. 356: In or around 2012, defendant HUIZAR  
12 pressured Developer N to hire HUIZAR Associate 3 as a consultant on  
13 Developer N's development project in CD-14. Developer N complied  
14 with the request.

15 Overt Act No. 357: In or around May 2013, defendant HUIZAR  
16 organized a dinner between Developer N, HUIZAR Associate 3, and a  
17 partner of Law Firm A, which paid HUIZAR Relative 1 a bi-weekly  
18 salary of \$2,500. Developer N understood that defendant HUIZAR was  
19 asking Developer N to hire Law Firm A because it paid HUIZAR Relative  
20 1 and in exchange for defendant HUIZAR's support on the development  
21 project pending in CD-14.

22 Overt Act No. 358: In or around March 2014, defendant HUIZAR  
23 organized a meeting with Jia Yuan and HUIZAR Associate 1, and  
24 encouraged Jia Yuan to hire HUIZAR Associate 1 as a consultant on the  
25 Luxe Hotel Project.

26 Overt Act No. 359: On February 25, 2016, defendant HUIZAR  
27 instructed George Esparza by text message: "Please work it out with  
28 George [Chiang] ... to set up a meeting with [Developer K] and [Law

1 Firm A partner] ... Let them know that [HUIZAR Relative 1] works at  
2 [Law Firm A] and we want to make introduction to see if [the company]  
3 ever needs legal defense. Please keep me posted."

4 Overt Act No. 360: In or around 2017, defendant HUIZAR caused  
5 Company O, which had projects pending in CD-14 and before defendant  
6 HUIZAR's committees, to hire HUIZAR Associate 3 as a consultant with  
7 a monthly retainer of \$10,000.

8 **(7) Defendant HUIZAR's Concealment of Illicit Benefits**

9 **a. Transporting of Cash into United States and Structuring to**  
10 **Avoid Reporting Requirements**

11 Overt Act No. 361: On January 1, 2016, defendant HUIZAR and  
12 George Esparza traveled with Wei Huang and Executive Director E to  
13 Australia, where defendant HUIZAR and Esparza accepted financial  
14 benefits from Huang, including a \$10,980 commercial airline ticket  
15 for defendant HUIZAR, private jet flights for Esparza, hotels, meals,  
16 alcohol, and other expenses. In addition, defendant HUIZAR and  
17 Esparza accepted casino gambling chips from Huang, which defendant  
18 HUIZAR and Esparza cashed out in Australian dollars.

19 Overt Act No. 362: After the Australia trip, defendant HUIZAR  
20 and George Esparza discussed evading bank reporting requirements by  
21 converting Australian dollars to American dollars. Specifically, on  
22 February 8, 2016, Esparza told defendant HUIZAR via text message:  
23 "They are asking me for my drivers license and social security for  
24 IRS record. Do you think it's fine to leave my info?" Defendant  
25 HUIZAR responded: "No. Maybe we can change a little at a time...under  
26 10 k in future." Defendant HUIZAR also wrote: "Don't exchange if  
27 they are asking u for all that info." Defendant HUIZAR later  
28 instructed Esparza: "Go to the other place tomorrow and take 9 k. See

1 if they change 9 k without getting your social security number."  
2 Defendant HUIZAR added: "Even if they take your social security, it  
3 doesn't mean that they will report to irs. They probably will just  
4 keep it for their records but not do anything with tax reporting."

5 Overt Act No. 363: On February 9, 2016, at defendant HUIZAR's  
6 direction, George Esparza exchanged 10,000 Australian dollars into  
7 American dollars. Esparza then reported to defendant HUIZAR in a  
8 text message: "I exchanged 10k today. Will do another tomorrow. If  
9 it's under 10k, they will not report." Defendant HUIZAR then told  
10 Esparza to ask for a better exchange rate the next day.

11 Overt Act No. 364: On February 10, 2016, at defendant HUIZAR's  
12 direction, George Esparza exchanged another 10,000 Australian dollars  
13 into American dollars.

14 Overt Act No. 365: On February 14, 2016, defendant HUIZAR asked  
15 George Esparza via text messages: "(1). U back? How did chairman  
16 [Wei Huang] do? (2). For last batch to exchange, I think it is 12,800  
17 (correct?). ...see if u can bargain with either of two places in dtla  
18 for more than .68. The Australian dollar has gotten stronger and is  
19 close to .72 official exchange." Esparza responded: "I came home.  
20 Chairman [Huang] is up 2mil. Ok. I'll see if I can get close to .72."

21 Overt Act No. 366: On February 17, 2016, at defendant HUIZAR's  
22 direction, George Esparza exchanged another 12,800 Australian dollars  
23 into American dollars, and confirmed to defendant HUIZAR by text  
24 message: "I was able to get you .69 exchange rate" and that "chairman  
25 [Wei Huang] won 3 mil." Defendant HUIZAR responded: "Wow. Wow. Wow."

26 **b. Money Laundering through Family Members**

27 Overt Act Nos. 367-400: On or about the below dates, in order  
28 to conceal and disguise the nature, source, ownership, and control of



1 proceeds from defendant HUIZAR's pay-to-play scheme, defendant HUIZAR  
 2 caused HUIZAR Relative 2 to deposit cash into HUIZAR Relative 2's  
 3 checking account and thereafter pay defendant HUIZAR directly or  
 4 indirectly:

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
367	01/08/14	Defendant HUIZAR deposited check from HUIZAR Relative 2 into his checking account		\$15,000
368	04/08/14	Defendant HUIZAR deposited check from HUIZAR Relative 2 into his checking account		\$5,000
369	11/03/14	HUIZAR Relative 2 deposited cash into checking account	\$5,000	
370	11/18/14	Defendant HUIZAR deposited check from HUIZAR Relative 2 into his checking account		\$4,900
371	12/03/14	HUIZAR Relative 2 deposited cash into checking account	\$7,000	
372	12/11/14	HUIZAR Relative 2 wrote check to pay defendant HUIZAR's credit card bill		\$7,000
373	03/12/15	HUIZAR Relative 2 deposited cash into checking account	\$10,000	
374	03/12/15	Defendant HUIZAR deposited check from HUIZAR Relative 2 into his checking account		\$10,000
375	04/08/15	HUIZAR Relative 2 deposited cash into checking account	\$10,000	
376	04/21/15	HUIZAR Relative 2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$4,272.66
377	04/22/15	HUIZAR Relative 2 deposited cash into checking account	\$2,300	

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
378	04/23/15	HUIZAR Relative 2 made electronic payment to pay defendant HUIZAR's credit card		\$8,000
379	07/03/15	HUIZAR Relative 2 deposited cash into checking account	\$9,000	
380	07/05/15	HUIZAR Relative 2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,895.91
381	07/13/15	HUIZAR Relative 2 wrote check to pay defendant HUIZAR's credit card bill		\$2,492.45
382	07/14/15	HUIZAR Relative 2 wrote check to pay defendant HUIZAR's property taxes		\$2,640.51
383	08/19/15	HUIZAR Relative 2 deposited cash into checking account	\$8,100	
384	08/19/15	HUIZAR Relative 2 wrote a check to defendant HUIZAR's loan interest to Bank 1		\$2,895.92
385	08/24/15	HUIZAR Relative 2 made electronic payment to pay defendant HUIZAR's credit card bill		\$1,844.10
386	08/24/15	HUIZAR Relative 2 made electronic payment to pay defendant HUIZAR's credit card bill		\$3,042.47
387	01/04/16	HUIZAR Relative 2 deposited cash into checking account	\$2,900	
388	01/06/16	HUIZAR Relative 2 wrote check to pay defendant HUIZAR's credit card bill		\$704.57
389	01/23/16	HUIZAR Relative 2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,895.91
390	01/25/16	HUIZAR Relative 2 deposited cash into checking account	\$13,000	

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
391	01/27/16	HUIZAR Relative 2 wrote check to pay defendant HUIZAR's credit card bill		\$7,730.22
392	04/27/17	HUIZAR Relative 2 deposited cash into checking account	\$9,000	
393	04/29/17	HUIZAR Relative 2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,900.97
394	06/02/17	HUIZAR Relative 2 deposited cash into checking account	\$9,000	
395	06/08/17	HUIZAR Relative 2 wrote check to pay defendant HUIZAR's credit card bill		\$12,755.11
396	06/23/17	HUIZAR Relative 2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,895.91
397	06/27/17	HUIZAR Relative 2 deposited cash into checking account	\$6,000	
398	07/19/17	HUIZAR Relative 2 deposited cash into checking account	\$8,000	
399	07/27/17	HUIZAR Relative 2 wrote check to pay defendant HUIZAR's credit card bill		\$10,955.91
400	09/19/17	HUIZAR Relative 2 deposited cash into checking account	\$9,000	
		<b>TOTAL:</b>	<b>\$108,300</b>	<b>\$110,722</b>

Overt Act Nos. 401-418: On or about the below dates, in order to conceal and disguise the nature, source, ownership, and control of proceeds from defendant HUIZAR's pay-to-play scheme, defendant HUIZAR

1 provided cash to HUIZAR Relative 3 and caused HUIZAR Relative 3 to  
 2 pay defendant HUIZAR directly or indirectly:

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
401	11/27/13	Defendant HUIZAR deposited two \$7,500 checks from HUIZAR Relative 3 into his checking account		\$15,000
402	01/08/14	Defendant HUIZAR deposited check from HUIZAR Relative 3 into his checking account		\$10,000
403	08/04/14	Defendant HUIZAR deposited check from HUIZAR Relative 3 into his checking account		\$10,000
404	08/29/14	Defendant HUIZAR deposited check from HUIZAR Relative 3 into his checking account		\$10,000
405	12/23/14	HUIZAR Relative 3 wrote a check to pay defendant HUIZAR's legal fees		\$10,000
406	11/16/15	Defendant HUIZAR deposited check from HUIZAR Relative 3 into his checking account		\$9,000
407	11/19/15	HUIZAR Relative 3 wrote a check to pay defendant HUIZAR's credit card bill		\$4,915.92
408	12/30/15	Defendant HUIZAR deposited check from HUIZAR Relative 3 into his checking account		\$9,000
409	09/22/16	HUIZAR Relative 3 wrote a check to pay defendant HUIZAR's credit card bill		\$2,836.52
410	09/22/16	HUIZAR Relative 3 wrote a check to pay defendant HUIZAR's loan interest to Bank 1		\$7,263.51

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
411	11/09/16	HUIZAR Relative 3 wrote a check to pay defendant HUIZAR's credit card bill		\$5,451.68
412	12/23/16	HUIZAR Relative 3 deposited cash into checking account	\$10,000	
413	12/23/16	HUIZAR Relative 3 wrote a check to pay fee for defendant HUIZAR's party		\$24,694.53
414	02/17/17	HUIZAR Relative 3 deposited cash into checking account	\$10,000	
415	02/17/17	HUIZAR Relative 3 made electronic payment to pay defendant HUIZAR's credit card bill		\$7,263.52
416	02/27/17	HUIZAR Relative 3 deposited cash into checking account	\$6,000	
417	03/10/17	HUIZAR Relative 3 deposited cash into checking account	\$3,000	
418	03/13/17	HUIZAR Relative 3 made electronic payment to defendant HUIZAR's credit card bill		\$7,464.99
		<b>TOTAL:</b>	<b>\$29,000</b>	<b>\$132,891</b>

Overt Act Nos. 419-428: On or about the below dates, in order to conceal and disguise the nature, source, ownership, and control of proceeds from defendant HUIZAR's pay-to-play scheme, defendant HUIZAR caused HUIZAR Relative 1 to deposit cash into HUIZAR Relative 1's checking account, and thereafter pay for household expenses:

Overt Act No.	Date	Description	Amount
419	04/05/16	Cash deposit	\$500

Overt Act No.	Date	Description	Amount
420	06/23/16	Cash deposit	\$400
421	08/16/16	Cash deposit	\$500
422	09/15/16	Cash deposit	\$500
423	11/09/16	Cash deposit	\$800
424	12/02/16	Cash deposit	\$1,000
425	12/06/16	Cash deposit	\$500
426	12/21/16	Cash deposit	\$500
427	01/30/17	Cash deposit	\$500
428	02/08/17	Cash Deposit	\$200
		<b>TOTAL:</b>	<b>\$5,400</b>

(8) **Additional Concealment of Pay-to-Play Scheme**

a. **CD-14 Enterprise Members' Concern About Detection**

Overt Act No. 429: On October 28, 2015, in an effort to attempt to conceal his corrupt relationship with Wei Huang, their trips to Las Vegas, and the benefits provided and accepted at casinos, defendant HUIZAR sent a text message to George Esparza about an upcoming trip to Las Vegas with Huang and Executive Director E, writing: "Check to see if [private] airplane checks your id. If they

1 don't, maybe I fly with u guys." Esparza responded: "Yes. [Executive  
2 Director E] says they check Id."

3 Overt Act No. 430: On February 28, 2016, defendant HUIZAR and  
4 George Esparza had a conversation via text messages regarding  
5 avoiding documentation of their joint trip to Las Vegas and the money  
6 they received there. Esparza wrote: "No need to book flight. You can  
7 take plane back with chairman [Wei Huang]." Defendant HUIZAR asked:  
8 "They don't check id?" Esparza responded: "No Id." Later that day,  
9 defendant HUIZAR instructed Esparza: "When u have a chance, go and  
10 cash chips little by little bc if [Huang] loses, u won't be able to  
11 cash." Esparza responded: "Yes. That's what I'm doing."

12 Overt Act No. 431: On July 13, 2016, defendant HUIZAR and  
13 George Esparza had a conversation via text message regarding an  
14 upcoming trip to Las Vegas with Wei Huang and Executive Director E,  
15 and their concern about defendant HUIZAR being identified as  
16 traveling with Huang and Executive Director E. Defendant HUIZAR  
17 wrote: "Let me know who is there and how [Huang] is doing [in terms  
18 of gambling winnings] so that I can determine if I go or not."  
19 Esparza responded that "the sheriff we met before" was part of the  
20 group. Defendant HUIZAR later asked: "If sheriff guy there maybe I  
21 shouldn't go?" The same day, defendant HUIZAR asked Esparza by text:  
22 "Is [casino] strict about ID?" Esparza responded: "Not at all,"  
23 adding: "Haven't checked my ID and I've been playing."

24 Overt Act No. 432: On July 14, 2016, defendant HUIZAR warned  
25 George Esparza to avoid discussing their trips to Las Vegas with Wei  
26 Huang by phone, writing in an e-mail: "We should limit types of  
27 conversations we just had on phone. For future reference. My bad."

28

1           Overt Act No. 433: On July 14, 2016, defendant HUIZAR again  
2 warned George Esparza to avoid phone discussions regarding Las Vegas  
3 trips with Wei Huang, writing in a text message: "Hey we should watch  
4 what we say on phone." Esparza responded: "You're right. We always  
5 have to be safe."

6           Overt Act No. 434: On June 21, 2017, in a telephone call,  
7 defendant CHAN and George Chiang discussed collecting \$20,000 in cash  
8 from an individual the following day. After Chiang told defendant  
9 CHAN that he had talked to the individual, defendant CHAN admonished:  
10 "don't put it on e-mail, don't put it on e-mail." Chiang reassured  
11 defendant CHAN: "No, no, no, it's not in e-mail ... I left a  
12 voicemail on his cell phone."

13           Overt Act No. 435: On September 5, 2018, moments after  
14 defendant CHAN agreed to an interview with the FBI and stated that he  
15 would not disclose the interview to anyone, defendant CHAN disclosed  
16 to George Chiang that he had just received an "interesting call" from  
17 the FBI requesting an interview with him, and Chiang responded: "I  
18 hope this is not about JOSE [HUIZAR]."

19           Overt Act No. 436: On September 12, 2018, after defendant CHAN  
20 was interviewed by FBI agents in the CCC Investment office, defendant  
21 CHAN immediately inspected the chairs in which the agents sat to  
22 search for hidden recording equipment he suspected of being placed  
23 there by the agents.

24           **b. Defendant HUIZAR's Failure to Report on Forms 700 and Tax**  
25           **Returns**

26           Overt Act Nos. 437-444: On or about the following dates, in an  
27 effort to conceal the benefits defendant HUIZAR received from  
28 developers as part of the pay-to-play scheme, defendant HUIZAR failed



1 to report any of the financial benefits discussed above on his Forms  
2 700 or tax returns for the calendar years 2014, 2015, 2016, and 2017:

Overt Act No.	Date	Description
437	April 2015	HUIZAR 2014 Form 700
438	April 2015	HUIZAR 2014 Tax Return
439	April 2016	HUIZAR 2015 Form 700
440	April 2016	HUIZAR 2015 Tax Return
441	April 2017	HUIZAR 2016 Form 700
442	April 2017	HUIZAR 2016 Tax Return
443	April 2018	HUIZAR 2017 Form 700
444	April 2018	HUIZAR 2017 Tax Return

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20 **c. Defendant HUIZAR's Concealment of Large Cash Sum at**  
21 **Residence**

22 Overt Act No. 445: On or about November 7, 2018, defendant  
23 HUIZAR possessed approximately \$129,000 in cash hidden at his  
24 residence, which was made up of cash payments defendant HUIZAR had  
25 accepted from Wei Huang and Businessperson A.  
26  
27  
28



1 not discuss Esparza giving defendant HUIZAR the money from Kim in  
2 April 2018.

3 **c. Defendant CHAN's Attempted Witness Tampering**

4 Overt Act No. 450: On or about November 24, 2018, defendant  
5 CHAN drafted a document that he later provided to Businessperson A,  
6 which appeared to serve as a script for Businessperson A summarizing  
7 defendant CHAN's version of the facts regarding defendant CHAN's plan  
8 to have Businessperson A pay City Staffer A-2 a "finder's fee" for  
9 developer referrals to Businessperson A while City Staffer A-2 was a  
10 City official and performing official acts to benefit defendant  
11 CHAN's clients (the "script"). In his script, defendant CHAN omitted  
12 at least the following the material facts: (a) that defendant CHAN  
13 agreed to personally "set aside" \$10,000 from Businessperson A for  
14 City Staffer A-2 as an initial payment for introducing a developer to  
15 Businessperson A; (b) that defendant CHAN was the architect of the  
16 arrangement; and (c) that defendant CHAN had devised various ways to  
17 conceal the payment's true source and purpose.

18 Overt Act No. 451: On November 24, 2018, defendant CHAN met  
19 with Businessperson A, who was acting at the direction of the FBI, at  
20 a restaurant in Monterey Park, California, to discuss the FBI and  
21 grand jury investigation into defendant HUIZAR and development  
22 companies in the City. During the meeting, defendant CHAN disclosed  
23 that he and George Chiang received a grand jury subpoena, and  
24 provided the script to Businessperson A. Defendant CHAN further  
25 instructed Businessperson A that he needed to remember three things:  
26 (1) City Staffer A-2 was leaving the office; (2) Businessperson A  
27 asked City Staffer A-2 to help introduce buyers for Businessperson  
28 A's cabinets; and (3) City Staffer A-2 did not take money from

1 Businessperson A. Defendant CHAN again instructed Businessperson A  
2 to remember these three things and directed Businessperson A to  
3 repeat them back. Defendant CHAN also instructed Businessperson A to  
4 contact City Commissioner 1's Relative to terminate the financial  
5 relationship that defendant CHAN had also orchestrated.

6 **d. Defendant CHAN's False and Misleading Statements to the FBI**

7 Overt Act No. 452: On November 7, 2018, during a recorded  
8 interview with the FBI, during which defendant CHAN was advised that  
9 lying to the government was a crime, defendant CHAN falsely stated  
10 that: (a) he was "not involved" and had "no involvement" in the  
11 settlement of defendant HUIZAR's 2013 sexual harassment lawsuit;  
12 (b) "Chairman [Wei Huang] doesn't have anything ... in front of JOSE  
13 [HUIZAR]'s district ... that needs JOSE [HUIZAR]'s help or  
14 involvement"; and (c) "[Huang] never asked JOSE [HUIZAR] for  
15 anything," including help on Huang's hotel.

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COUNTS TWO THROUGH SEVENTEEN

[18 U.S.C. §§ 1341, 1343, 1346, 2(b)]

[ALL DEFENDANTS]

A. THE SCHEME TO DEFRAUD

44. Beginning on an unknown date but no later than February 2013, and continuing to the present, in Los Angeles County, within the Central District of California, and elsewhere, defendants JOSE LUIS HUIZAR, RAYMOND SHE WAH CHAN, WEI HUANG, SHEN ZHEN COMPANY, DAE YONG LEE, and 940 HILL, LLC, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud the City of Los Angeles and its citizens of their right to the honest services of their public officials through bribery and kickbacks, materially false and fraudulent pretenses and representations, and the concealment of material information, which violation affected at least one financial institution.

B. MEANS AND METHODS OF THE SCHEME TO DEFRAUD

45. The scheme to defraud operated, in substance, in the following manner:

a. In exchange for their official acts, defendants HUIZAR and CHAN, and their co-schemers would demand, solicit, accept, and agree to accept from developers and their proxies, including from defendants HUANG, SHEN ZHEN COMPANY, LEE, and 940 HILL LLC, who would give, offer, and agree to give, financial benefits, including:

- (1) cash;
- (2) consulting and retainer fees;
- (3) favorable loans;
- (4) gambling chips at casinos;
- (5) political contributions;
- (6) flights on private jets and commercial airlines;
- (7) stays at luxury hotels;
- (8) expensive meals;
- (9) spa services;
- (10) event

1 tickets to concerts, shows, and sporting events; (11) escort and  
2 prostitution services; and (12) other gifts.

3           b. In exchange for the bribes and kickbacks from co-  
4 schemer developers and their proxies, including from defendants  
5 HUANG, SHEN ZHEN COMPANY, LEE, and 940 HILL LLC, who would give,  
6 offer, and agree to give financial benefits, defendants HUIZAR and  
7 CHAN and their co-schemers would agree to perform and perform the  
8 following types of official acts, among others: (1) presenting  
9 motions and resolutions in various City committees to benefit  
10 projects; (2) voting on projects in various City committees,  
11 including the PLUM Committee, and City Council; (3) taking, or not  
12 taking, action in the PLUM Committee to expedite or delay the  
13 approval process and affect project costs; (4) exerting pressure on  
14 other City officials to influence the approval process of projects;  
15 (5) using their office to negotiate with and exert pressure on labor  
16 unions to resolve issues on projects; (6) leveraging voting and  
17 scheduling power to pressure developers with projects pending before  
18 the City to affect their business practices; and (7) introducing or  
19 voting on City resolutions to enhance the professional reputation and  
20 marketability of businesspersons in the City.

21           c. Defendants HUIZAR, CHAN, HUANG, SHEN ZHEN COMPANY,  
22 LEE, and 940 HILL, LLC and their co-schemers would conceal their  
23 scheme by: (1) storing large amounts of cash in their residences;  
24 (2) providing cash to family members and associates; (3) directing  
25 payments to family members, associates, and entities to avoid  
26 creating a paper trail between the developers, their proxies and  
27 public officials; (4) using family members and associates to pay  
28 expenses; (5) depositing cash at ATMs and banks in amounts under

1 \$10,000 to avoid bank reporting requirements; (6) failing to disclose  
 2 payments and benefits received on Forms 700 and on tax returns;  
 3 (7) lying to law enforcement; (8) attempting to corruptly influence  
 4 the statements of others to law enforcement; and (9) using encrypted  
 5 messaging applications, including those utilizing a self-destructing  
 6 message system, to communicate about their scheme.

7 C. USE OF WIRES

8 46. On or about the dates set forth below, within the Central  
 9 District of California and elsewhere, the following defendants, for  
 10 the purpose of executing the above-described scheme to defraud,  
 11 transmitted and caused the transmission of the following items by  
 12 means of wire communication in interstate and foreign commerce:

<b>L.A. Grand Hotel Project</b>			
<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
TWO	HUIZAR; CHAN; HUANG; SHEN ZHEN COMPANY	09/23/2014	Bank wire of \$570,000 from defendant HUIZAR's Bank 1 account ending in 0407 to a Wells Fargo account ending in 7209 in Los Angeles County, which was routed through Minnesota.
THREE	HUIZAR; CHAN; HUANG; SHEN ZHEN COMPANY	10/19/2016	E-mail from Executive Director E to defendant HUIZAR, forwarding an e-mail and attachment from defendant HUANG regarding the L.A. Grand Hotel Project, which traveled between two locations in Los Angeles County through a Google server located outside of California.

**L.A. Grand Hotel Project**

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
FOUR	HUIZAR; CHAN; HUANG; SHEN ZHEN COMPANY	12/19/2016	E-mail from defendant HUIZAR to Executive Director E providing recommendations for consultants for the L.A. Grand Hotel Project, which traveled between two locations in Los Angeles County through a Google server located outside of California.

**940 Hill Project**

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
FIVE	HUIZAR; LEE; 940 HILL, LLC	08/09/2016	E-mail from Justin Kim to George Esparza, forwarding an e-mail from defendant LEE attaching a copy of the labor union appeal filed against the 940 Hill Project, which traveled between two locations in Los Angeles County through a Google server located outside of California.

**Luxe Hotel Project**

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
SIX	HUIZAR	06/15/2016	Wire bank transfer of \$11,000 from a bank account in Canada to a Union Bank account ending in 6345 in Pasadena, California.
SEVEN	HUIZAR	07/19/2016	Wire bank transfer of \$11,000 from a bank account in Canada to a Union Bank account ending in 6345 in Pasadena, California.



**Luxe Hotel Project**

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
EIGHT	HUIZAR	08/17/2016	Wire bank transfer of \$11,000 from a bank account in Canada to a Union Bank account ending in 6345 in Pasadena, California.
NINE	HUIZAR	09/09/2016	Wire bank transfer of \$11,000 from a bank account in Canada to a Union Bank account ending in 6345 in Pasadena, California.
TEN	HUIZAR	11/14/2016	Wire bank transfer of \$11,000 from a bank account in Canada to a Union Bank account ending in 6345 in Pasadena, California.
ELEVEN	HUIZAR	11/30/2016	Wire bank transfer of \$11,000 from a bank account in Canada to a Union Bank account ending in 6345 in Pasadena, California.
TWELVE	CHAN	10/28/2017	Bank wire of \$36,432.74 from Synergy Chase Bank account ending in 9050 to defendant CHAN's East West Bank account ending in 9279 in Los Angeles County, which was routed through Florida.
THIRTEEN	CHAN	12/27/2017	Bank wire of \$33,507.23 from Synergy Chase Bank account ending in 9050 to defendant CHAN's East West Bank account ending in 9279 in Los Angeles County, which was routed through Florida.

**Luxe Hotel Project**

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
FOURTEEN	HUIZAR; CHAN	01/09/2018	E-mail from George Esparza to defendant HUIZAR, attaching two documents titled "Copy of Commitments" and "IE Huizar Strategy," which traveled between two locations in Los Angeles County through a Google server located outside of California.
FIFTEEN	HUIZAR; CHAN	01/16/2018	E-mail from defendant HUIZAR to his fundraiser, attaching a document titled "Initial Commitments to PAC," which traveled between two locations in Los Angeles County through a Google server located outside of California.

D. USE OF MAIL

47. On or about the dates set forth below, within the Central District of California and elsewhere, defendant HUIZAR, for the purpose of executing the above-described scheme to defraud, willfully caused the following items to be placed in an authorized depository for mail matter to be sent and delivered by the United States Postal Service according to the directions thereon:

**Businessperson A**

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>DATE</u>	<u>MAILING</u>
SIXTEEN	HUIZAR	03/28/2018	An envelope containing a check in the amount of \$25,000 made payable to PAC B sent from Businessperson A in Los Angeles County to PAC B.

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Project M			
<u>COUNT</u>	<u>DEFENDANT ( S )</u>	<u>DATE</u>	<u>MAILING</u>
SEVENTEEN	HUIZAR	06/13/2018	An envelope containing two checks from two separate entities, each made payable to PAC A, in the amount of \$12,500 each for a total of \$25,000, sent to the Company M office in Los Angeles County.

COUNTS EIGHTEEN THROUGH TWENTY-ONE

[18 U.S.C. §§ 1952(a)(3), 2(b)]

[DEFENDANTS HUIZAR, HUANG, AND SHEN ZHEN COMPANY]

48. On or about the dates set forth below, within the Central District of California and elsewhere, defendants JOSE LUIS HUIZAR, WEI HUANG, and SHEN ZHEN COMPANY, acting through its agent, knowingly and intentionally traveled and willfully caused travel in interstate and foreign commerce, as set forth below, with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of unlawful activity, namely, bribery, in violation of California Penal Code Sections 67, 67.5, and 68, and, thereafter performed and attempted to perform acts to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of the unlawful activity, as set forth below:

<u>COUNT</u>	<u>DATE</u>	<u>TRAVEL</u>	<u>SUBSEQUENT ACTS</u>
EIGHTEEN	01/01/2016	Defendants HUIZAR and HUANG, acting as an agent of defendant SHEN ZHEN COMPANY, traveled from Los Angeles, California to Australia.	Between January 1 and 10, 2016, defendant HUIZAR agreed to accept, and defendant HUANG, as an agent of defendant SHEN ZHEN COMPANY, agreed to pay, group expenses and approximately 32,800 in Australian currency, in exchange for defendant HUIZAR agreeing to perform official acts to benefit the L.A. Grand Hotel Project.

COUNT	DATE	TRAVEL	SUBSEQUENT ACTS
NINETEEN	04/30/2016	Defendants HUIZAR and HUANG, acting as an agent of defendant SHEN ZHEN COMPANY, traveled from Los Angeles, California to Las Vegas, Nevada.	Between April 30, 2016 and May 2, 2016, defendant HUIZAR agreed to accept, and defendant HUANG, as an agent of defendant SHEN ZHEN COMPANY, agreed to pay, approximately \$127,256 in group expenses and accepted approximately \$10,000 in casino gambling chips, in exchange for defendant HUIZAR agreeing to perform official acts to benefit the L.A. Grand Hotel Project.
TWENTY	08/05/2016	Defendants HUIZAR and HUANG, acting as an agent of defendant SHEN ZHEN COMPANY, traveled from Los Angeles, California to Las Vegas, Nevada.	Between August 5 and August 7, 2016, defendant HUIZAR agreed to accept, and defendant HUANG, as an agent of defendant SHEN ZHEN COMPANY, agreed to pay, approximately \$60,463 in group expenses, and accepted approximately \$11,000 in casino gambling chips, in exchange for defendant HUIZAR agreeing to perform official acts to benefit the L.A. Grand Hotel Project.

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<u>COUNT</u>	<u>DATE</u>	<u>TRAVEL</u>	<u>SUBSEQUENT ACTS</u>
TWENTY-ONE	02/04/2017	Defendants HUIZAR and HUANG, acting as an agent of defendant SHEN ZHEN COMPANY, traveled from Los Angeles, California to Las Vegas, Nevada.	Between February 4 and February 6, 2017, defendant HUIZAR agreed to accept, and defendant HUANG, as an agent of defendant SHEN ZHEN COMPANY, agreed to pay, approximately \$16,822 in group expenses, and accepted approximately \$10,000 in casino gambling chips, in exchange for defendant HUIZAR agreeing to perform official acts to benefit the L.A. Grand Hotel Project.

COUNT TWENTY-TWO

[18 U.S.C. §§ 666(a)(1)(B), 2(a)]

[DEFENDANTS HUIZAR AND CHAN]

49. Between on or about October 28, 2015 and in or about December 2018, in Los Angeles County, within the Central District of California, defendant JOSE LUIS HUIZAR, an agent of the City of Los Angeles, aided and abetted by defendant RAYMOND SHE WAH CHAN, corruptly solicited and demanded for the benefit of himself and others, and accepted and agreed to accept, something of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the City of Los Angeles having a value of \$5,000 or more. Specifically, defendant HUIZAR, aided and abetted by defendant CHAN, solicited, demanded, accepted, and agreed to accept financial benefits from Wei Huang, including casino gambling chips, accommodations, and travel expenses, and approximately \$575,000 in collateral applied to defendant HUIZAR's personal loan from Bank 1, intending to be influenced and rewarded in connection with the L.A. Grand Hotel Project, including in: (1) presenting motions and resolutions in various City committees to benefit the L.A. Grand Hotel Project; (2) voting on the L.A. Grand Hotel Project in various City committees, including the PLUM Committee, and City Council; (3) taking action in the PLUM Committee to expedite the approval process of the L.A. Grand Hotel Project; and (4) exerting pressure on other City officials to influence the approval process of the L.A. Grand Hotel Project.

COUNT TWENTY-THREE

[18 U.S.C. § 666(a)(2)]

[DEFENDANTS HUANG AND SHEN ZHEN COMPANY]

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4 50. Between on or about October 28, 2015 and in or about  
5 December 2018, in Los Angeles County, within the Central District of  
6 California, defendants WEI HUANG and SHEN ZHEN COMPANY corruptly  
7 gave, offered, and agreed to give something of value to a person,  
8 intending to influence and reward Jose Luis Huizar in connection with  
9 a business, transaction, and series of transactions of the City of  
10 Los Angeles having a value of \$5,000 or more. Specifically,  
11 defendants HUANG and SHEN ZHEN COMPANY gave, offered, and agreed to  
12 give financial benefits to Huizar and George Esparza, including  
13 casino gambling chips, accommodations, and travel expenses, and  
14 approximately \$575,000 in collateral applied to Huizar's personal  
15 loan from Bank 1, intending to influence and reward Huizar in  
16 connection with the L.A. Grand Hotel Project, including in:  
17 (1) presenting motions and resolutions in various City committees to  
18 benefit the L.A. Grand Hotel Project; (2) voting on the L.A. Grand  
19 Hotel Project in various City committees, including the PLUM  
20 Committee, and City Council; (3) taking action in the PLUM Committee  
21 to expedite the approval process of the L.A. Grand Hotel Project; and  
22 (4) exerting pressure on other City officials to influence the  
23 approval process of the L.A. Grand Hotel Project.



COUNT TWENTY-FOUR

[18 U.S.C. § 666(a)(1)(B)]

[DEFENDANT HUIZAR]

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4 51. Between on or about August 8, 2016, and on or about July  
5 31, 2017, in Los Angeles County, within the Central District of  
6 California, defendant JOSE LUIS HUIZAR, an agent of the City of Los  
7 Angeles, corruptly solicited and demanded for the benefit of himself  
8 and others, and accepted and agreed to accept, something of value  
9 from a person, intending to be influenced and rewarded in connection  
10 with a business, transaction, and series of transactions of the City  
11 of Los Angeles having a value of \$5,000 or more. Specifically,  
12 defendant HUIZAR solicited, demanded, accepted, and agreed to accept  
13 from Dae Yong Lee \$500,000 in cash, intending to be influenced and  
14 rewarded in connection with the 940 Hill Project, including in:  
15 (1) pressuring Labor Organization A to dismiss its appeal against the  
16 940 Hill Project and (2) voting to deny Labor Organization A's appeal  
17 against the 940 Hill Project in the PLUM Committee.

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COUNT TWENTY-FIVE

[18 U.S.C. § 666(a)(2)]

[DEFENDANTS LEE AND 940 HILL, LLC]

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4 52. Between on or about August 8, 2016, and on or about July  
5 31, 2017, in Los Angeles County, within the Central District of  
6 California, defendants DAE YONG LEE and 940 HILL, LLC corruptly gave,  
7 offered, and agreed to give something of value to a person, intending  
8 to influence and reward Jose Luis Huizar in connection with a  
9 business, transaction, and series of transactions of the City of Los  
10 Angeles having a value of \$5,000 or more. Specifically, defendants  
11 LEE and 940 HILL, LLC gave, offered, and agreed to give Huizar,  
12 George Esparza, and Justin Kim \$500,000 in cash, intending to  
13 influence and reward Huizar and Esparza in connection with the 940  
14 Hill Project, including in: (1) pressuring Labor Organization A to  
15 dismiss its appeal against the 940 Hill Project and (2) voting to  
16 deny Labor Organization A's appeal against the 940 Hill Project in  
17 the PLUM Committee.

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COUNT TWENTY-SIX

[18 U.S.C. § 666(a)(1)(B)]

[DEFENDANT HUIZAR]

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4 53. Between in or about June 2016 and in or about November  
5 2016, in Los Angeles County, within the Central District of  
6 California, defendant JOSE LUIS HUIZAR, an agent of the City of Los  
7 Angeles, corruptly solicited and demanded for the benefit of himself  
8 and others, and accepted and agreed to accept, something of value  
9 from a person, intending to be influenced and rewarded in connection  
10 with a business, transaction, and series of transactions of the City  
11 of Los Angeles having a value of \$5,000 or more. Specifically,  
12 defendant HUIZAR solicited, demanded, accepted, and agreed to accept  
13 from Fuer Yuan's relative \$66,000 in consulting fees paid to HUIZAR  
14 Associate 1, intending to be influenced and rewarded in connection  
15 with the Luxe Hotel Project, including in: (1) presenting motions and  
16 resolutions in various City committees to benefit the Luxe Hotel  
17 Project; (2) voting on the Luxe Hotel Project in various City  
18 committees, including the PLUM Committee, and City Council;  
19 (3) taking action in the PLUM Committee to expedite the approval  
20 process of the Luxe Hotel Project; and (4) exerting pressure on other  
21 City officials to influence the approval process of the Luxe Hotel  
22 Project.

COUNT TWENTY-SEVEN

[18 U.S.C. §§ 666(a)(1)(B), 2(a)]

[DEFENDANTS HUIZAR AND CHAN]

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4 54. Between in or about November 2017 and in or about November  
5 2018, in Los Angeles County, within the Central District of  
6 California, defendant JOSE LUIS HUIZAR, an agent of the City of Los  
7 Angeles, aided and abetted by defendant RAYMOND SHE WAH CHAN,  
8 corruptly solicited and demanded for the benefit of himself and  
9 others, and agreed to accept, something of value from a person,  
10 intending to be influenced and rewarded in connection with a  
11 business, transaction, and series of transactions of the City of Los  
12 Angeles having a value of \$5,000 or more. Specifically, defendant  
13 HUIZAR, aided and abetted by defendant CHAN, solicited, demanded, and  
14 agreed to accept from Fuer Yuan a \$100,000 campaign contribution to  
15 benefit HUIZAR Relative 1's campaign for the CD-14 seat, intending to  
16 be influenced and rewarded in connection with the Luxe Hotel Project,  
17 including in: (1) voting to approve the Luxe Hotel Project in the  
18 PLUM Committee and City Council and (2) presenting a resolution in  
19 the PLUM Committee to benefit the Luxe Hotel Project.

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COUNT TWENTY-EIGHT

[18 U.S.C. § 666(a)(1)(B)]

[DEFENDANT CHAN]

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4 55. Between in or about January 2017 and in or about December  
5 2017, in Los Angeles County, within the Central District of  
6 California, defendant RAYMOND SHE WAH CHAN, an agent of the City of  
7 Los Angeles, corruptly solicited and demanded for the benefit of  
8 himself and others, and agreed to accept, something of value from a  
9 person, intending to be influenced and rewarded in connection with a  
10 business, transaction, and series of transactions of the City of Los  
11 Angeles having a value of \$5,000 or more. Specifically, defendant  
12 CHAN solicited, demanded, and agreed to accept from George Chiang  
13 approximately \$20,000 cash, \$69,939 in check payments to LABXG, Inc.,  
14 and \$15,000 in check payments to CHAN Relative 1, intending to be  
15 influenced and rewarded in connection with the Luxe Hotel Project,  
16 including in pressuring officials from the City Planning Commission,  
17 Planning Department, and other City departments to expedite and vote  
18 to approve the Luxe Hotel Project on favorable terms.

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COUNT TWENTY-NINE

[18 U.S.C. § 666(a)(1)(B)]

[DEFENDANT HUIZAR]

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4 56. Between in or about January 2018 and in or about November  
5 2018, in Los Angeles County, within the Central District of  
6 California, defendant JOSE LUIS HUIZAR, an agent of the City of Los  
7 Angeles, corruptly solicited and demanded for the benefit of himself  
8 and others, and agreed to accept, something of value from a person,  
9 intending to be influenced and rewarded in connection with a  
10 business, transaction, and series of transactions of the City of Los  
11 Angeles having a value of \$5,000 or more. Specifically, defendant  
12 HUIZAR solicited, demanded, and agreed to accept from Company M  
13 \$100,000 in contributions to PAC A, intending to be influenced and  
14 rewarded in connection with Project M, including in: (1) scheduling  
15 Project M on the PLUM agenda; (2) voting to deny a labor union's  
16 appeal against Project M in the PLUM Committee; and (3) voting to  
17 approve Project M in the PLUM Committee and City Council.

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COUNT THIRTY

[18 U.S.C. § 666(a)(1)(B)]

[DEFENDANT HUIZAR]

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4 57. Between in or about March 2018 and in or about May 2018, in  
5 Los Angeles County, within the Central District of California,  
6 defendant JOSE LUIS HUIZAR, an agent of the City of Los Angeles,  
7 corruptly solicited and demanded for the benefit of himself and  
8 others, and accepted and agreed to accept, something of value from a  
9 person, intending to be influenced and rewarded in connection with a  
10 business, transaction, and series of transactions of the City of Los  
11 Angeles having a value of \$5,000 or more. Specifically, defendant  
12 HUIZAR solicited, demanded, accepted, and agreed to accept from  
13 Businessperson A a \$25,000 contribution to PAC B, intending to be  
14 influenced and rewarded in connection with providing a City  
15 resolution to enhance the professional reputation and marketability  
16 of Businessperson A and his business.

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## COUNTS THIRTY-ONE THROUGH THIRTY-FOUR

[18 U.S.C. §§ 1956(a)(1)(B)(i), 2(b)]

[DEFENDANT HUIZAR]

58. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant JOSE LUIS HUIZAR, knowing that the property involved in each of the financial transactions described below represented the proceeds of some form of unlawful activity, knowingly conducted and attempted to conduct and willfully caused to be conducted, the following financial transactions affecting interstate commerce, which transactions, in fact, involved the proceeds of specified unlawful activity, namely, bribery, in violation of California Penal Code Sections 67, 67.5, and 68, mail fraud, in violation of Title 18, United States Code, Section 1341, and wire fraud, in violation of Title 18, United States Code, Section 1343, knowing that each of the transactions was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of such specified unlawful activity:

COUNT	DATE	FINANCIAL TRANSACTION
THIRTY-ONE	04/27/2017	The deposit of \$9,000 in cash into HUIZAR Relative 2's Checking Account.
THIRTY-TWO	04/29/2017	The issuance of a check for \$2,800.97 from HUIZAR Relative 2's Checking Account to pay the interest on defendant HUIZAR's Bank 1 Loan.
THIRTY-THREE	06/02/2017	The deposit of \$9,000 in cash into HUIZAR Relative 2's Checking Account.
THIRTY-FOUR	06/08/2017	The issuance of a check for \$12,755.11 from HUIZAR Relative 2's Checking Account to pay defendant HUIZAR's Chase Credit Card bill.



COUNT THIRTY-FIVE

[18 U.S.C. §§ 1956(a)(2)(B)(i), 2(b)]

[DEFENDANT HUIZAR]

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4 59. On or about January 10, 2016, in Los Angeles County, within  
5 the Central District of California, and elsewhere, defendant JOSE  
6 LUIS HUIZAR knowingly transported, transmitted, transferred, and  
7 willfully caused to be transported, transmitted, and transferred,  
8 monetary instruments, namely, approximately 32,800 in Australian  
9 currency, to a place in the United States from and through a place  
10 outside the United States, namely, Australia, knowing that the  
11 monetary instruments involved in the transportation, transmission,  
12 and transfer represented the proceeds of some form or unlawful  
13 activity, and which monetary instruments, in fact, involved the  
14 proceeds of specified unlawful activity, namely, bribery, in  
15 violation of California Penal Code Sections 67, 67.5, and 68, mail  
16 fraud, in violation of Title 18, United States Code, Section 1341,  
17 and wire fraud, in violation of Title 18, United States Code, Section  
18 1343, and knowing that such transportation, transmission, and  
19 transfer was designed in whole and in part to conceal and disguise  
20 the nature, location, ownership, and control of the proceeds of said  
21 specified unlawful activity.

COUNT THIRTY-SIX

[31 U.S.C. § 5324(a)(3); 18 U.S.C. § 2(b)]

[DEFENDANT HUIZAR]

60. On or about the dates set forth below, in Los Angeles County, within the Central District of California, defendant JOSE LUIS HUIZAR, knowingly and for the purpose of evading the reporting requirements of Section 5313(a) of Title 31, United States Code, and the regulations promulgated thereunder, structured, assisted in structuring, and willfully caused the structuring of the following financial transactions with one or more domestic financial institutions:

<u>DATE</u>	<u>DESCRIPTION</u>
02/09/2016	Defendant HUIZAR caused Esparza to exchange 10,000 Australian dollars into U.S. currency at a currency exchange institution in the City.
02/10/2016	Defendant HUIZAR caused Esparza to exchange 10,000 Australian dollars into U.S. currency at a currency exchange institution in the City.
02/17/2016	Defendant HUIZAR caused Esparza to exchange 12,800 Australian dollars into U.S. currency at a currency exchange institution in the City.

COUNT THIRTY-SEVEN

[18 U.S.C. § 1014]

[DEFENDANT HUIZAR]

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4       61. On or about March 24, 2016, in Los Angeles County, within  
5 the Central District of California, defendant JOSE LUIS HUIZAR  
6 knowingly made a false statement and report for the purpose of  
7 influencing the action of Bank of America, an institution the  
8 deposits of which were then federally insured, in connection with an  
9 application, advance, commitment, and loan, in that defendant HUIZAR  
10 signed and submitted to Bank of America a Uniform Residential Loan  
11 Application, intentionally omitting from defendant HUIZAR's  
12 liabilities a loan owed by defendant HUIZAR to Bank 1 in the amount  
13 of \$570,000, when in fact, as he then knew, defendant HUIZAR had a  
14 loan from Bank 1 in the amount of \$570,000.

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COUNT THIRTY-EIGHT

[18 U.S.C. § 1519]

[DEFENDANTS LEE AND 940 HILL, LLC]

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4 62. Between on or about March 18, 2019 and April 13, 2019, in  
5 Los Angeles County, within the Central District of California, and  
6 elsewhere, defendants DAE YONG LEE and 940 HILL, LLC knowingly  
7 altered, falsified, and made a false entry in records and documents  
8 with the intent to impede, obstruct, and influence the investigation  
9 and proper administration of a matter within the jurisdiction of the  
10 United States Department of Justice, and in relation to such matter.  
11 Namely, defendants LEE and 940 HILL, LLC altered, falsified, and made  
12 a false entry in 940 HILL, LLC accounting and tax records for the  
13 calendar year 2018, with the intent to impede a grand jury  
14 investigation into the matter, by: (a) falsely recording a \$500,000  
15 payment as an expenditure incurred on December 31, 2018; and  
16 (b) falsely categorizing the \$500,000 as a legitimate business  
17 expenditure for resolving the Labor Organization A appeal. In fact,  
18 as defendants LEE and 940 HILL, LLC then knew, defendants LEE and 940  
19 HILL, LLC made a series of payments totaling \$500,000 in 2017, and  
20 they were bribe payments and not legitimate business expenses.

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COUNT THIRTY-NINE

[18 U.S.C. § 1001(a)(2)]

[DEFENDANT CHAN]

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4       63. On or about November 7, 2018, in Los Angeles County, within  
5 the Central District of California, in a matter within the  
6 jurisdiction of the executive branch of the government of the United  
7 States, namely, the FBI, defendant RAYMOND SHE WAH CHAN knowingly and  
8 willfully made materially false statements and representations to the  
9 FBI, knowing that these statements and representations were untrue.  
10 Specifically, defendant CHAN falsely stated that: (a) he was "not  
11 involved" and had "no involvement" in the settlement of Jose Luis  
12 Huizar's 2013 sexual harassment lawsuit; (b) "Chairman [Wei Huang]  
13 doesn't have anything ... in front of Jose [Huizar]'s district ...  
14 that needs Jose [Huizar]'s help or involvement"; and (c) "[Huang]  
15 never asked Jose [Huizar] for anything," including help on Huang's  
16 hotel. In fact, as defendant CHAN then knew, defendant CHAN was  
17 present during conversations with Huizar and Huang about the details  
18 of the lawsuit settlement and helped encourage Huang to facilitate  
19 and fund the settlement. Moreover, defendant CHAN knew that Huang  
20 had a project in Huizar's district and had asked Huizar for help.  
21 Indeed, defendant CHAN participated in conversations and meetings to  
22 enlist Huizar's help, at Huang's request, to resolve issues at the  
23 L.A. Grand Hotel, and to discuss entitlements for the L.A. Grand  
24 Hotel Project that required City approvals, including from Huizar and  
25 his CD-14 staff.  
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COUNT FORTY

[18 U.S.C. § 1001(a)(2)]

[DEFENDANT HUIZAR]

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4 64. On or about April 10, 2019, in Los Angeles County, within  
5 the Central District of California, in a matter within the  
6 jurisdiction of the executive branch of the government of the United  
7 States, namely, the FBI and U.S. Attorney's Office, defendant JOSE  
8 LUIS HUIZAR knowingly and willfully made materially false statements  
9 and representations to the FBI and U.S. Attorney's Office, knowing  
10 that these statements and representations were untrue. Specifically,  
11 regarding the 940 Hill Project bribery scheme, defendant HUIZAR  
12 falsely stated that: (a) he told George Esparza that the hundreds of  
13 thousands of dollars cash payment Justin Kim provided to Esparza was  
14 "yours, I do not want it"; and (b) he did not discuss Esparza giving  
15 defendant HUIZAR the money from Kim in April 2018. In fact, as  
16 defendant HUIZAR then knew, in March 2017, defendant HUIZAR  
17 instructed Esparza to hold onto and hide the \$200,000 cash at  
18 Esparza's residence for defendant HUIZAR; and, in December 2017,  
19 defendant HUIZAR confirmed with Esparza the cash was defendant  
20 HUIZAR's and directed Esparza to hold onto the money for defendant  
21 HUIZAR until April 2018.

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COUNT FORTY-ONE

[26 U.S.C. § 7201]

[DEFENDANT HUIZAR]

65. Between in or about January 2017 through in or about April 2018, in Los Angeles County, within the Central District of California, and elsewhere, defendant JOSE LUIS HUIZAR willfully attempted to evade and defeat income tax due and owing by him and his spouse to the United States of America, for the calendar year 2017, by committing the following affirmative acts, among others:

a. Causing HUIZAR Relative 1, HUIZAR Relative 2, and HUIZAR Relative 3 to deposit cash bribes defendant HUIZAR received into bank accounts owned by HUIZAR Relative 1, HUIZAR Relative 2, and HUIZAR Relative 3 (the "Relative Accounts").

b. Using funds in the Relative Accounts to pay for defendant HUIZAR's expenses, including credit card bills and interest on a Bank 1 loan.

c. Preparing, signing, and filing with the California Fair Political Practices Commission a false Form 700, intentionally omitting, among other things, income and financial benefits defendant HUIZAR accepted in the calendar year 2017.

d. Causing to be prepared, and signing and causing to be signed, a false and fraudulent United States Individual Income Tax Return, Form 1040, which was submitted to the Internal Revenue Service. On that tax return, defendant HUIZAR reported and caused to be reported that his and his spouse's joint taxable income on line 43 for the calendar year 2017 was \$115,887, and that the amount of tax due and owing thereon as stated on line 63 was \$20,389. In fact, as defendant HUIZAR then knew, defendant HUIZAR and his spouse had joint

1 taxable income for the calendar year 2017 that was greater than the  
2 amount reported on the tax return, and as a result of such additional  
3 taxable income, there was additional tax due and owing to the United  
4 States of America.

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FORFEITURE ALLEGATION ONE

[18 U.S.C. § 1963]

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3 1. Pursuant to Federal Rule of Criminal Procedure 32.2, notice  
4 is hereby given that the United States of America will seek  
5 forfeiture as part of any sentence, pursuant to Title 18, United  
6 States Code, Section 1963, and Title 28 United States Code, Section  
7 2461(c), in the event of any defendant's conviction of the offense  
8 set forth in Count One of this First Superseding Indictment.

9 2. Any defendant so convicted shall forfeit to the United  
10 States of America the following:

11 (a) Any interest the convicted defendant has acquired or  
12 maintained as a result of such offense;

13 (b) Any interest in, security of, claim against, or  
14 property or contractual right of any kind affording a source or  
15 influence over, any enterprise which the convicted defendant has  
16 established, operated, controlled, conducted, or participated in the  
17 conduct of, as a result of such offense;

18 (c) Any property constituting, or derived from, any  
19 proceeds which the convicted defendant obtained, directly or  
20 indirectly, from racketeering activity as a result of such offense;  
21 and

22 (d) To the extent such property is not available for  
23 forfeiture, a sum of money equal to the total value of the property  
24 described in subparagraphs (a), (b), and (c).

25 3. Pursuant to Title 18, United States Code, Section 1963(m),  
26 any defendant so convicted shall forfeit substitute property, up to  
27 the total value of the property described in the preceding paragraph  
28 if, as the result of any act or omission of said defendant, the

1 property described in the preceding paragraph, or any portion thereof  
2 (a) cannot be located upon the exercise of due diligence; (b) has  
3 been transferred, sold to or deposited with a third party; (c) has  
4 been placed beyond the jurisdiction of the court; (d) has been  
5 substantially diminished in value; or (e) has been commingled with  
6 other property that cannot be divided without difficulty.

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FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982]

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3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal  
4 Procedure, notice is hereby given that the United States of America  
5 will seek forfeiture as part of any sentence, pursuant to Title 18,  
6 United States Code, Section 982(a)(2), and Title 28, United States  
7 Code, Section 2461(c), in the event of any defendant's conviction of  
8 the offenses set forth in any of Counts Two through Seventeen or  
9 Thirty-Seven of this First Superseding Indictment.

10 2. Any defendant so convicted shall forfeit to the United  
11 States of America the following:

12 (a) All right, title and interest in any and all property,  
13 real or personal, constituting, or derived from, any proceeds  
14 obtained, directly or indirectly, as a result of the offense; and

15 (b) To the extent such property is not available for  
16 forfeiture, a sum of money equal to the total value of the property  
17 described in subparagraph (a).

18 3. Pursuant to Title 21, United States Code, Section 853(p),  
19 as incorporated by Title 18, United States Code, Section 982(b), any  
20 defendant so convicted shall forfeit substitute property, up to the  
21 total value of the property described in the preceding paragraph if,  
22 as the result of any act or omission of said defendant, the property  
23 described in the preceding paragraph, or any portion thereof: (a)  
24 cannot be located upon the exercise of due diligence; (b) has been  
25 transferred, sold to or deposited with a third party; (c) has been  
26 placed beyond the jurisdiction of the court; (d) has been  
27 substantially diminished in value; or (e) has been commingled with  
28 other property that cannot be divided without difficulty.

FORFEITURE ALLEGATION THREE

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

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3 1. Pursuant to Rule 32.2 of the Federal Rules of Criminal  
4 Procedure, notice is hereby given that the United States of America  
5 will seek forfeiture as part of any sentence, pursuant to Title 18,  
6 United States Code, Section 981(a)(1)(C) and Title 28, United States  
7 Code, Section 2461(c), in the event of any defendant's conviction of  
8 the offenses set forth in any of Counts Eighteen through Thirty of  
9 this First Superseding Indictment.

10 2. Any defendant so convicted shall forfeit to the United  
11 States of America the following:

12 (a) All right, title and interest in any and all property,  
13 real or personal, constituting, or derived from, any proceeds  
14 traceable to any such offense; and

15 (b) To the extent such property is not available for  
16 forfeiture, a sum of money equal to the total value of the property  
17 described in subparagraph (a).

18 3. Pursuant to Title 21, United States Code, Section 853(p),  
19 as incorporated by Title 28, United States Code, Section 2461(c), any  
20 defendant so convicted shall forfeit substitute property, up to the  
21 total value of the property described in the preceding paragraph if,  
22 as the result of any act or omission of said defendant, the property  
23 described in the preceding paragraph, or any portion thereof: (a)  
24 cannot be located upon the exercise of due diligence; (b) has been  
25 transferred, sold to or deposited with a third party; (c) has been  
26 placed beyond the jurisdiction of the court; (d) has been  
27 substantially diminished in value; or (e) has been commingled with  
28 other property that cannot be divided without difficulty.

FORFEITURE ALLEGATION FOUR

[18 U.S.C. § 982 and 28 U.S.C. § 2461(c)]

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3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal  
4 Procedure, notice is hereby given that the United States will seek  
5 forfeiture as part of any sentence, pursuant to Title 18, United  
6 States Code, Section 982(a)(1) and Title 28, United States Code,  
7 Section 2461(c), in the event of the defendant's conviction of the  
8 offenses set forth in any of Counts Thirty-One through Thirty-Five of  
9 this First Superseding Indictment.

10 2. The defendant, if so convicted, shall forfeit to the United  
11 States of America the following:

12 (a) Any property, real or personal, involved in such  
13 offense, and any property traceable to such property; and

14 (b) To the extent such property is not available for  
15 forfeiture, a sum of money equal to the total value of the property  
16 described in subparagraph (a).

17 3. Pursuant to Title 21, United States Code, Section 853(p),  
18 as incorporated by Title 18, United States Code, Section 982(b)(1),  
19 and Title 18, United States Code, Section 982(b)(2), the defendant,  
20 if so convicted, shall forfeit substitute property, if, by any act or  
21 omission of the defendant, the property described in the preceding  
22 paragraph, or any portion thereof: (a) cannot be located upon the  
23 exercise of due diligence; (b) has been transferred, sold to, or  
24 deposited with a third party; (c) has been placed beyond the  
25 jurisdiction of the court; (d) has been substantially diminished in  
26 value; or (e) has been commingled with other property that cannot be  
27 divided without difficulty. Substitution of assets shall not be  
28 ordered, however, where the convicted defendant acted merely as an

1 intermediary who handled but did not retain the property in the  
2 course of the money laundering offense unless the defendant, in  
3 committing the offense or offenses giving rise to the forfeiture,  
4 conducted three or more separate transactions involving a total of  
5 \$100,000.00 or more in any twelve-month period.

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FORFEITURE ALLEGATION FIVE

[31 U.S.C. § 5317]

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3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal  
4 Procedure, notice is hereby given that the United States of America  
5 will seek forfeiture as part of any sentence, pursuant to Title 31,  
6 United States Code, Section 5317, and Title 28, United States Code,  
7 Section 2461(c), in the event of the defendant's conviction of the  
8 offense set forth in Count Thirty-Six of this First Superseding  
9 Indictment.

10 2. The defendant, if so convicted, shall forfeit to the United  
11 States of America the following:

12 (a) All property, real or personal, involved in the  
13 offense and any property traceable thereto; and

14 (b) To the extent that such property is not available for  
15 forfeiture, a sum of money equal to the total value of the property  
16 described in subparagraph (a).

17 3. Pursuant to Title 21, United States Code, Section 853(p)  
18 and Title 31, United States Code, Section 5317(c)(1)(B), the  
19 defendant, if so convicted, shall forfeit substitute property, if, by  
20 any act or omission of the defendant, the property described in the  
21 preceding, or any portion thereof; (a) cannot be located upon the  
22 exercise of due diligence; (b) has been transferred, sold to, or  
23 deposited with a third party; (c) has been placed beyond the  
24 jurisdiction of the court; (d) has been substantially diminished in  
25 value; or (e) has been commingled with other property that cannot be  
26 divided without difficulty.

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FORFEITURE ALLEGATION SIX

[26 U.S.C. § 7301 and 28 U.S.C. § 2461(c)]

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3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal  
4 Procedure, notice is hereby given that the United States of America  
5 will seek forfeiture as part of any sentence, pursuant to Title 26,  
6 United States Code, Section 7301, and Title 28, United States Code,  
7 Section 2461(c), in the event of the defendant's conviction of the  
8 offense set forth in Count Forty-One of this First Superseding  
9 Indictment.

10 2. The defendant, if so convicted, shall forfeit to the United  
11 States of America the following:

12 (a) Any property sold or removed by the defendant in fraud  
13 of the internal revenue laws, or with design to avoid payment of such  
14 tax, or which was removed, deposited, or concealed, with intent to  
15 defraud the United States of such tax or any part thereof;

16 (b) All property manufactured into property of a kind  
17 subject to tax for the purpose of selling such taxable property in  
18 fraud of the internal revenue laws, or with design to evade the  
19 payment of such tax;

20 (c) All property whatsoever, in the place or building, or  
21 any yard or enclosure, where the property described in subsection (a)  
22 or (b) is found, or which is intended to be used in the making of  
23 property described in subsection (a), with intent to defraud the  
24 United States of tax or any part thereof, on the property described  
25 in subsection (a);

26 (d) All property used as a container for, or which shall  
27 have contained, property described in subsection (a) or (b);

28 (e) Any property (including aircraft, vehicles, vessels,



1 or draft animals) used to transport or for the deposit or concealment  
2 of property described in subsection (a) or (b), or any property used  
3 to transport or for the deposit or concealment of property which is  
4 intended to be used in the making or packaging of property described  
5 in subsection (a); and

6 (f) To the extent that such property is not available for  
7 forfeiture, a sum of money equal to the total value of the property  
8 described in this paragraph.

9 3. Pursuant to Title 21, United States Code, Section 853(p),  
10 as incorporated by Title 28, United States Code, Section 2461(c), the  
11 defendant, if so convicted, shall forfeit substitute property, up to  
12 the total value of the property described in the preceding paragraph  
13 if, as the result of any act or omission of the defendant, the  
14 property described in the preceding paragraph, or any portion thereof  
15 (a) cannot be located upon the exercise of due diligence; (b) has  
16 been transferred, sold to or deposited with a third party; (c) has

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1 been placed beyond the jurisdiction of the court; (d) has been  
2 substantially diminished in value; or (e) has been commingled with  
3 other property that cannot be divided without difficulty.

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5 A TRUE BILL

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8 \_\_\_\_\_  
Foreperson

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10 NICOLA T. HANNA  
United States Attorney

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12 BRANDON D. FOX  
13 Assistant United States Attorney  
Chief, Criminal Division

14 MACK E. JENKINS  
15 Assistant United States Attorney  
Chief, Public Corruption and  
16 Civil Rights Section

17 VERONICA DRAGALIN  
Assistant United States Attorney  
18 Public Corruption and Civil  
Rights Section

19 MELISSA MILLS  
20 Assistant United States Attorney  
Public Corruption and Civil  
21 Rights Section