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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

April 2021 Grand Jury

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
MARK RIDLEY-THOMAS and  
MARILYN LOUISE FLYNN,  
  
Defendants.

CR2:21-cr-00485-PA

I N D I C T M E N T

[18 U.S.C. § 371: Conspiracy;  
18 U.S.C. §§ 666(a)(1)(B), (a)(2):  
Bribery Concerning Programs  
Receiving Federal Funds; 18 U.S.C.  
§§ 1341, 1343, 1346: Honest  
Services Mail and Wire Fraud]

The Grand Jury charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this Indictment:

A. DEFENDANT MARK RIDLEY-THOMAS

1. Defendant MARK RIDLEY-THOMAS was a public official employed by the County of Los Angeles ("County"), within the Central District of California. Defendant RIDLEY-THOMAS was a member of the Los Angeles County Board of Supervisors ("Board of Supervisors") for the Second District from approximately 2008 to 2020 and served as the Chairman of the Board of Supervisors in or around 2017. The five-member Board of Supervisors was the governing body of the County and

1 had executive, legislative, and quasi-judicial roles. Members were  
2 elected by voters in their respective districts and could serve up to  
3 three four-year terms.

4 2. As a public official employed by the County, defendant  
5 RIDLEY-THOMAS owed a fiduciary duty to the citizens of the County to  
6 perform the duties and responsibilities of his office free from bias,  
7 conflicts of interest, self-enrichment, self-dealing, concealment,  
8 deceit, fraud, kickbacks, and bribery.

9 3. The County was a local government that received benefits in  
10 excess of \$10,000 under a Federal program involving a grant,  
11 contract, subsidy, loan, guarantee, insurance, and other forms of  
12 Federal assistance in each of the calendar years 2017 and 2018.

13 B. MRT RELATIVE 1

14 4. MRT Relative 1 was a close relative of defendant RIDLEY-  
15 THOMAS and a member of the California State Assembly ("State  
16 Assembly") from approximately 2013 to on or about December 31, 2017.

17 5. In or around the fall of 2017, MRT Relative 1 was the  
18 subject of an internal sexual harassment investigation in the State  
19 Assembly. At least in or around November 2017, defendant RIDLEY-  
20 THOMAS and MRT Relative 1 were aware of the investigation, which was  
21 not public at the time, and knew that MRT Relative 1 would likely  
22 resign from the State Assembly. Around this time, defendant RIDLEY-  
23 THOMAS and MRT Relative 1 sought to secure paid employment for MRT  
24 Relative 1 following his/her abrupt departure from the State  
25 Assembly. With this paid employment, defendant RIDLEY-THOMAS and MRT  
26 Relative 1 endeavored to provide a stable income to MRT Relative 1,  
27 who was in debt tens of thousands of dollars, and also to minimize  
28 any damage to MRT Relative 1's and, in turn, defendant RIDLEY-

1 THOMAS's public images from MRT Relative 1's sudden resignation from  
2 elected office.

3 6. In or around December 2017, MRT Relative 1 was planning to  
4 become the new director of Nonprofit A. Fiscal Sponsor A was  
5 Nonprofit A's fiscal sponsor. A fiscal sponsor was an umbrella  
6 organization that provided administrative support to smaller entities  
7 and allowed them to operate under the sponsor's tax-exempt, 501(c)(3)  
8 status, but it did not provide funding to the entity. Accordingly,  
9 for MRT Relative 1 to receive compensation, obtain healthcare  
10 benefits, and hire staff, MRT Relative 1 would have needed to raise  
11 money for Nonprofit A's operating funds.

12 7. In or around December 2017, defendant RIDLEY-THOMAS paid  
13 \$100,000 in campaign funds to Fiscal Sponsor A for the benefit of  
14 Nonprofit A. At defendant RIDLEY-THOMAS's instruction, on or about  
15 December 7, 2017, a \$100,000 check made payable to "[Fiscal Sponsor  
16 A] fbo [Nonprofit A]" was sent to Fiscal Sponsor A from the Mark  
17 Ridley-Thomas Committee for a Better L.A. MRT Relative 1 was on  
18 email correspondence regarding the funding.

19 8. On or about January 30, 2018, Fiscal Sponsor A refunded the  
20 \$100,000 payment because it was concerned with, among other things,  
21 the nepotistic optics of a politician donating campaign funds to  
22 financially benefit his close relative.

23 9. Following the refund of the \$100,000 payment, MRT Relative  
24 1 did not become Nonprofit A's new director. Instead, in or around  
25 early 2018, MRT Relative 1 founded Nonprofit B.

26 10. Fiscal Sponsor B became Nonprofit B's fiscal sponsor. As  
27 with other fiscal sponsorships, in order for MRT Relative 1 to  
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1 receive compensation, obtain healthcare benefits, and hire staff, MRT  
2 Relative 1 needed to raise money for Nonprofit B's operating funds.

3 C. DEFENDANT MARILYN LOUISE FLYNN

4 11. Defendant MARILYN LOUISE FLYNN was a tenured faculty member  
5 at a university in Southern California ("University") and dean of the  
6 University's School of Social Work ("Social Work School") from  
7 approximately 1997 to 2018. On top of her substantial salary for her  
8 tenured faculty position, defendant FLYNN earned additional  
9 compensation tied to her role as dean, which equaled over sixty  
10 percent of her tenured faculty salary.

11 12. The University was a private research university in Los  
12 Angeles, California. The Social Work School and the University's  
13 School of Public Policy ("Public Policy School") offered postgraduate  
14 degrees in the fields of social work and public policy, respectively.  
15 The University and the Social Work and Public Policy Schools were  
16 located within the Second District when defendant RIDLEY-THOMAS was a  
17 member of the Board of Supervisors for the Second District.

18 13. Under defendant FLYNN's leadership, the Social Work School  
19 was facing a multimillion-dollar budget deficit in or around 2017 and  
20 2018 that threatened the school's viability, as well as defendant  
21 FLYNN's deanship and reputation within the field of social work.

22 14. Defendant FLYNN was removed as dean of the Social Work  
23 School in or around June 2018 and resigned from the University  
24 altogether in or around September 2018.

25 D. RELEVANT UNIVERSITY POLICIES

26 15. University policy prohibited faculty members from being  
27 candidates for degrees in the same department or program in which  
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1 they simultaneously had a faculty appointment due to a potential  
2 conflict of interest.

3 16. University policy also prohibited donations from the  
4 University where the donation recipient intended to use the donation  
5 to hire staff and pay salary. Defendant FLYNN was aware of this  
6 policy.

7 17. University policy required donation recipients to commit to  
8 use all donated funds by the end of the University's fiscal year or  
9 else the entirety of the funds could not be released. Defendant  
10 FLYNN was aware of this policy.

11 18. These Introductory Allegations are incorporated into each  
12 count of this Indictment.

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COUNT ONE

[18 U.S.C. § 371]

[ALL DEFENDANTS]

A. OBJECTS OF THE CONSPIRACY

19. Beginning on a date unknown and continuing until in or around August 2018, in Los Angeles County, within the Central District of California, defendants MARK RIDLEY-THOMAS and MARILYN LOUISE FLYNN conspired with each other, and others known and unknown to the Grand Jury, to knowingly and intentionally commit offenses against the United States, namely, bribery concerning programs receiving federal funds, in violation of Title 18, United States Code, Sections 666(a)(1)(B), (a)(2), and mail and wire fraud, including through the deprivation of honest services of a County official, in violation of Title 18, United States Code, Sections 1341, 1343, 1346.

B. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE ACCOMPLISHED

20. The objects of the conspiracy were to be accomplished, in substance, as follows:

a. Defendant RIDLEY-THOMAS would solicit, demand, accept, and agree to accept direct and indirect financial benefits from defendant FLYNN and other University officials for the benefit of defendant RIDLEY-THOMAS, MRT Relative 1, and others, in exchange for official acts to benefit defendant FLYNN and the University.

b. MRT Relative 1 would keep defendant RIDLEY-THOMAS apprised of MRT Relative 1's solicitations and demands in order for defendant RIDLEY-THOMAS to exert pressure on defendant FLYNN and

1 other University officials to comply with MRT Relative 1's  
2 solicitations and demands.

3 c. In exchange for direct and indirect financial benefits  
4 from defendant FLYNN and other University officials, defendant  
5 RIDLEY-THOMAS would agree to perform and perform official acts,  
6 including, among others, voting to issue and amend County contracts  
7 with the University and Social Work School.

8 d. In exchange for such official acts by defendant  
9 RIDLEY-THOMAS, defendant FLYNN would give, offer, and agree to give  
10 direct and indirect financial benefits to defendant RIDLEY-THOMAS,  
11 MRT Relative 1, and others, including, but not limited to: (1)  
12 admission to the University for MRT Relative 1 to obtain a master's  
13 degree; (2) a full tuition scholarship for MRT Relative 1 to attend  
14 the University; (3) a paid professorship for MRT Relative 1 to teach  
15 at the University while MRT Relative 1 was simultaneously a student;  
16 and (4) a \$100,000 payment from the University to Fiscal Sponsor B  
17 for the benefit of Nonprofit B.

18 e. Defendants RIDLEY-THOMAS and FLYNN and MRT Relative 1  
19 would take steps to disguise, conceal, and cover up the bribes,  
20 kickbacks, and other benefits defendant RIDLEY-THOMAS and MRT  
21 Relative 1 received from defendant FLYNN and other University  
22 officials, including by: (1) concealing the official acts defendant  
23 RIDLEY-THOMAS agreed to perform and performed in exchange for direct  
24 and indirect financial benefits from defendant FLYNN and other  
25 University officials; (2) falsifying in a letter the nature and  
26 purpose of the \$100,000 payment from defendant RIDLEY-THOMAS to the  
27 Social Work School; (3) providing false information to University  
28 officials about the purpose and timing of the University's \$100,000

1 payment to Nonprofit B; and (4) concealing material facts from  
2 University officials about the purpose and timing of the University's  
3 \$100,000 payment to Nonprofit B.

4 C. OVERT ACTS

5 21. In furtherance of the conspiracy and to accomplish the  
6 objects of the conspiracy, on or about the following dates,  
7 defendants RIDLEY-THOMAS and FLYNN, and others known and unknown to  
8 the Grand Jury, committed and caused to be committed various overt  
9 acts within the Central District of California, and elsewhere,  
10 including the following:

11 **University Admission and a Full Scholarship for MRT Relative 1**

12 Overt Act No. 1: On May 17, 2017, defendant RIDLEY-THOMAS  
13 told defendant FLYNN that MRT Relative 1 was interested in obtaining  
14 a postgraduate degree from the University.

15 Overt Act No. 2: On May 18, 2017, MRT Relative 1 emailed  
16 defendant FLYNN to request a meeting.

17 Overt Act No. 3: On May 18, 2017, defendant FLYNN responded  
18 via email to MRT Relative 1 and wrote, "I am glad to hear from you --  
19 and so quickly!" Defendant FLYNN told MRT Relative 1 to schedule a  
20 meeting with her.

21 Overt Act No. 4: On May 24, 2017, defendant FLYNN emailed a  
22 University employee and told the employee to contact MRT Relative 1  
23 "right away" to facilitate MRT Relative 1's postgraduate work at the  
24 University. Defendant FLYNN wrote that MRT Relative 1 was "the  
25 [close relative] of [defendant RIDLEY-THOMAS]" and that she  
26 "intend[ed] to open every door for [MRT Relative 1][.]"

27 Overt Act No. 5: On June 5, 2017, defendant FLYNN emailed  
28 University officials to inform them that she was going to dinner with



1 defendant RIDLEY-THOMAS and that there was the potential for  
2 defendant RIDLEY-THOMAS to assist the Social Work School with various  
3 County initiatives. Defendant FLYNN wrote, "[t]here are significant  
4 amounts of [C]ounty funds available[.]"

5 Overt Act No. 6: On June 5, 2017, University Official 1  
6 responded to defendant FLYNN's June 5th email about having dinner  
7 with defendant RIDLEY-THOMAS and wrote, "[defendant RIDLEY-THOMAS]  
8 has lots of discretionary money" and "should give us \$1M each year  
9 for three years."

10 Overt Act No. 7: On June 5, 2017, defendant FLYNN replied to  
11 University Official 1's June 5th email and wrote that she and  
12 University Official 2 were going to help MRT Relative 1 obtain a  
13 joint master's degree from the Social Work and Public Policy Schools.  
14 Defendant FLYNN wrote that she and University Official 2 intended to  
15 offer MRT Relative 1 "a full scholarship between [both schools]."  
16 Defendant FLYNN characterized the exchange as a "full scholarship for  
17 our [Social Work School] funds."

18 Overt Act No. 8: On June 23, 2017, defendant FLYNN met with  
19 defendant RIDLEY-THOMAS and solicited official action from him as a  
20 member of the Board of Supervisors.

21 Overt Act No. 9: On July 23, 2017, defendant FLYNN caused a  
22 confidential letter to be hand-delivered to defendant RIDLEY-THOMAS  
23 ("hand-delivered letter") in which she memorialized an agreement that  
24 she and defendant RIDLEY-THOMAS had made during their June 23rd  
25 meeting. Defendant FLYNN wrote, "I am prepared to follow up on our  
26 discussion in my office." Defendant FLYNN said, "I look forward to  
27 working with [MRT Relative 1]" and will "take steps with [MRT  
28 Relative 1] to plan the road ahead." Defendant FLYNN then outlined

1 what she expected from defendant RIDLEY-THOMAS in exchange for her  
2 efforts to benefit MRT Relative 1: (1) a new contract between the  
3 University/Social Work School and the Los Angeles County Department  
4 of Children and Family Services ("DCFS"); (2) a new contract between  
5 the University/Social Work School and the Los Angeles County  
6 Probation Department ("Probation"); and (3) an amendment to an  
7 existing contract between the University/Social Work School and the  
8 Los Angeles County Department of Mental Health ("DMH") related to  
9 services provided by University Telehealth ("Telehealth"), which was  
10 a clinic where Social Work School students provided online mental  
11 health and counseling services to patients referred by the County.

12           a. In the hand-delivered letter, defendant FLYNN said  
13 that she and defendant RIDLEY-THOMAS had discussed the "[b]locked  
14 movement of [the University's] Title IVe contract with DCFS[.]"  
15 "Title IVe" referred to Title IV(e) of the Social Security Act, which  
16 allowed the County to use federal funds to compensate schools of  
17 social work, including the Social Work School, for training and other  
18 services. Defendant FLYNN told defendant RIDLEY-THOMAS that she  
19 needed "[i]mmediate negotiation and [execution] of a 3-year contract  
20 by DCFS and the University Consortium for Children and Families[.]"  
21 Defendant FLYNN said that the "new contract...should contain  
22 increased resources" and that the Social Work School had "[drawn] up  
23 our budgets for the 2017-18 fiscal year" based on the expectation of  
24 those increased resources. Defendant FLYNN noted that the  
25 "unprecedented lag" in securing a new contract was "particularly  
26 problematic" for the University and Social Work School.

27           b. In the hand-delivered letter, defendant FLYNN also  
28 told defendant RIDLEY-THOMAS that she wanted a new "[Title] IVe

1 contract" with Probation in which the University would be involved in  
2 "parole office refurbishment and services." Defendant FLYNN said  
3 that she would be meeting with County Official 1 "to discuss  
4 development of a IVE contract with the Department of Probation." She  
5 continued: "[The University] will need the help and cooperation of  
6 DCFS and perhaps assurance that the Board of Supervisors would favor  
7 this initiative."

8 c. In the hand-delivered letter, defendant FLYNN told  
9 defendant RIDLEY-THOMAS that she needed a "contract amendment" for  
10 the Telehealth-DMH contract to expand its scope and capacity, and  
11 that "[t]hese two actions are now essential to solidify the  
12 functionality of Telehealth."

13 Overt Act No. 10: On July 26, 2017, defendant FLYNN told MRT  
14 Relative 1 that he/she would receive a full tuition scholarship to  
15 pursue a joint master's degree from the Social Work and Public Policy  
16 Schools.

17 Overt Act No. 11: In July 2017, defendant FLYNN began working  
18 with University officials to ensure that MRT Relative 1 would receive  
19 a joint master's degree from the Social Work and Public Policy  
20 Schools with a full tuition scholarship.

21 Overt Act No. 12: On July 26, 2017, defendant FLYNN told a  
22 University employee that there was a "specific and very rigid  
23 sequence of courses alternating between [the Social Work School] and  
24 [the Public Policy School] that [had] to be followed." To  
25 accommodate MRT Relative 1's preferences and schedule, defendant  
26 FLYNN told the employee to "tackle this enigma" in order to ensure  
27 that MRT Relative 1 could receive a joint master's degree without  
28 adhering to the standard sequence of coursework.

1        Overt Act No. 13:    In July 2017, defendant FLYNN began working  
2 with University officials to ensure that MRT Relative 1 could attend  
3 University classes online. Defendant FLYNN understood that MRT  
4 Relative 1 preferred to attend classes online and endeavored to have  
5 an entire online curriculum, which had never existed previously for  
6 this program, developed to accommodate MRT Relative 1.

7        Overt Act No. 14:    In July 2017, defendant RIDLEY-THOMAS  
8 presented a motion, Item No. 16 on the Board of Supervisors' August  
9 1, 2017 agenda, recommending "a memorandum of understanding to  
10 establish a partnership with [the Social Work School] to enhance  
11 services[.]"

12        Overt Act No. 15:    On July 30, 2017, upon receiving an email  
13 from a University employee about Item No. 16 on the Board of  
14 Supervisors' August 1, 2017 agenda, which would establish a  
15 partnership between the County and Social Work School, defendant  
16 FLYNN replied: "Yes, I talked with [defendant RIDLEY-THOMAS] about  
17 this, and I am very happy to see that [defendant RIDLEY-THOMAS] was  
18 as good as his word."

19        Overt Act No. 16:    On August 1, 2017, defendant RIDLEY-THOMAS  
20 voted in favor of Item No. 16, which passed.

21        Overt Act No. 17:    In October 2017, defendant RIDLEY-THOMAS  
22 presented a motion, Item No. 3 on the Board of Supervisors' October  
23 17, 2017 agenda, relating to "Probation University." Probation  
24 University was a concept whereby an outside university, such as the  
25 Social Work School, would help train Probation employees and, in  
26 return, receive compensation for providing those services.

27        Overt Act No. 18:    On October 12, 2017, upon receiving an email  
28 from a University employee about Item No. 3 on the Board of

1 Supervisors' October 17, 2017 agenda, which could lead to additional  
2 compensation for the Social Work School, defendant FLYNN replied: "I  
3 am holding my breath...[defendant RIDLEY-THOMAS] is really trying to  
4 deliver here."

5 Overt Act No. 19: On October 17, 2017, defendant RIDLEY-THOMAS  
6 voted in favor of Item No. 3, which passed.

7 Overt Act No. 20: On October 17, 2017, upon learning that Item  
8 No. 3 had passed, defendant FLYNN emailed a University employee: "I  
9 am THRILLED!"

10 **The Paid Professorship for MRT Relative 1**

11 Overt Act No. 21: In the fall of 2017, defendant RIDLEY-THOMAS  
12 and MRT Relative 1 began soliciting from defendant FLYNN and other  
13 University officials a paid professorship for MRT Relative 1 to teach  
14 at the University.

15 Overt Act No. 22: While soliciting the paid professorship for  
16 MRT Relative 1, defendant RIDLEY-THOMAS and MRT Relative 1 concealed  
17 from University officials that MRT Relative 1 was the subject of a  
18 sexual harassment investigation and that MRT Relative 1 might resign  
19 from the State Assembly.

20 Overt Act No. 23: On December 4, 2017, when MRT Relative 1 was  
21 a Member of the State Assembly representing a district in Los Angeles  
22 and the subject of a sexual harassment investigation, defendant  
23 RIDLEY-THOMAS received an email from MRT Relative 1 about a press  
24 release regarding a sexual harassment investigation of a fellow  
25 Member of the State Assembly. MRT Relative 1 said, "rumors are  
26 another Los Angeles Legislator is next[.]"

27 Overt Act No. 24: On December 5, 2017, defendant RIDLEY-THOMAS  
28 was blind carbon copied ("bcc'ed") on an email MRT Relative 1 sent to

1 University Official 2. MRT Relative 1 told University Official 2  
2 that he/she wanted a "Practitioner-in-Residence" title for his/her  
3 professorship, "beginning compensation" in the range of \$25,000, and  
4 to "launch in January [2018]."

5 Overt Act No. 25: On December 9, 2017, at approximately 11:17  
6 a.m., defendant RIDLEY-THOMAS received a forwarded email from MRT  
7 Relative 1. The forwarded email was sent at approximately 10:21 a.m.  
8 from University Official 2 in response to MRT Relative 1's December  
9 5th email. University Official 2 told MRT Relative 1 that a January  
10 2018 start date was not feasible and that University Official 2 would  
11 have to "create a part-time position with a salary" to accommodate  
12 MRT Relative 1, which University Official 2 had not been  
13 anticipating.

14 Overt Act No. 26: On December 9, 2017, at approximately 11:58  
15 a.m., defendant RIDLEY-THOMAS emailed MRT Relative 1 the link to a  
16 blog article suggesting that MRT Relative 1 may be "the Next #MeToo  
17 to Go," meaning to be forced out of the State Assembly on account of  
18 a sexual harassment scandal.

19 Overt Act No. 27: On December 11, 2017, defendant FLYNN  
20 received an email from MRT Relative 1, who bcc'ed defendant RIDLEY-  
21 THOMAS. MRT Relative 1 told defendant FLYNN that he/she wanted to  
22 "follow up on a couple things" and provided his/her phone number.

23 Overt Act No. 28: On December 14, 2017, defendant RIDLEY-  
24 THOMAS emailed defendant FLYNN. The subject line had the name of  
25 County Official 2, who was a high-level public official in a position  
26 to help defendant FLYNN secure a lucrative amendment to the  
27 Telehealth-DMH contract from the County. The email said: "[He/She]'s  
28 ready to go. 🙄 [winking face emoji][.]"

1           Overt Act No. 29:    In or around 2017 and 2018, defendant  
2 RIDLEY-THOMAS advocated for and exerted pressure on County Official 2  
3 to perform official acts favorable to the Telehealth-DMH contract.

4           Overt Act No. 30:    On December 14, 2017, within approximately  
5 one hour of receiving defendant RIDLEY-THOMAS's email saying that  
6 County Official 2 was "ready to go," defendant FLYNN emailed multiple  
7 University officials and MRT Relative 1 to expedite MRT Relative 1's  
8 enrollment at the University and full tuition scholarship. In the  
9 email, defendant FLYNN instructed that MRT Relative 1's admission to  
10 the University should be given the "highest priority." In spite of  
11 the Social Work School's multimillion-dollar budget deficit,  
12 defendant FLYNN agreed to "tap our endowed funds" so that the Social  
13 Work School could "pay[] all of [MRT Relative 1's] tuition costs  
14 through a scholarship award." Defendant FLYNN urged University  
15 officials to move quickly to "wind this up before we all leave for  
16 the holidays." Defendant FLYNN further noted that MRT Relative 1  
17 "will be the first to attempt a joint degree through the [Virtual  
18 Academic Center], combining social work and the Master's in Public  
19 Administration from [the Public Policy School]" and that "[the Public  
20 Policy School] is still building their online degree and won't have  
21 courses available for several months for the MPA."

22           Overt Act No. 31:    On December 15, 2017, after receiving  
23 defendant RIDLEY-THOMAS's December 14th email that County Official 2  
24 was "ready to go," defendant FLYNN sent an email to University  
25 Official 2 to expedite MRT Relative 1's paid professorship. Flagging  
26 the email as "URGENT," defendant FLYNN insisted that University  
27 Official 2 "get the offer letter out before the holidays" to MRT  
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1 Relative 1 "in the interests of showing MRT [defendant RIDLEY-THOMAS]  
2 that we can deliver."

3 Overt Act No. 32: In or around 2017 and 2018, defendant FLYNN  
4 sought University admission for MRT Relative 1 to obtain a joint  
5 degree from the Social Work and Public Policy Schools and, at the  
6 same time, a paid professorship for MRT Relative 1 to teach at the  
7 Social Work and Public Policy Schools, even though MRT Relative 1's  
8 dual student-faculty status would violate University policy.

9 Overt Act No. 33: On January 4, 2018, defendant RIDLEY-THOMAS  
10 received an email from MRT Relative 1 that contained an accounting of  
11 MRT Relative 1's significant debt.

12 Overt Act No. 34: On January 5, 2018, defendant RIDLEY-THOMAS  
13 emailed defendant FLYNN and asked her to call him.

14 Overt Act No. 35: On January 7, 2018, defendant RIDLEY-THOMAS  
15 received an email from MRT Relative 1 regarding MRT Relative 1's  
16 anticipated University employment and personal finances. With  
17 respect to the Social Work and Public Policy Schools, MRT Relative 1  
18 stated that he/she was "await[ing] [defendant RIDLEY-THOMAS's]  
19 conversation with [defendant FLYNN] and [University Official 2]" for  
20 a "check-in."

21 Overt Act No. 36: On January 9, 2018, defendant FLYNN caused  
22 MRT Relative 1 to be awarded a "full tuition scholarship," totaling  
23 over \$26,000 in paid tuition from the Social Work School for the  
24 spring and summer of 2018.

25 Overt Act No. 37: On January 9, 2018, defendant RIDLEY-THOMAS  
26 received from MRT Relative 1 a forwarded email dated January 9, 2018  
27 about the full tuition scholarship award.

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1           Overt Act No. 38:    On February 13, 2018, defendant FLYNN caused  
2 MRT Relative 1 to receive an email informing him/her that the  
3 University had agreed to waive the usual hiring process and that  
4 he/she would soon receive a contract for the paid professorship.

5           Overt Act No. 39:    On February 13, 2018, defendant RIDLEY-  
6 THOMAS received from MRT Relative 1 a forwarded email dated February  
7 13, 2018 about the paid professorship.

8           Overt Act No. 40:    On February 13, 2018, defendant RIDLEY-  
9 THOMAS responded via email to MRT Relative 1 about the paid  
10 professorship with thumbs up and winking face emojis: "👍🙄 [.]"

11           Overt Act No. 41:    On February 13, 2018, after learning that  
12 same day that the usual hiring process had been waived and MRT  
13 Relative 1 would be offered the paid professorship, defendant RIDLEY-  
14 THOMAS emailed defendant FLYNN. The subject line was "Probation  
15 Reform motion." Defendant RIDLEY-THOMAS wrote, "[w]ould like to  
16 discuss this with you in the near term."

17           Overt Act No. 42:    On February 13, 2018, defendant FLYNN  
18 responded to defendant RIDLEY-THOMAS's "Probation Reform motion"  
19 email. Defendant FLYNN wrote that she had "an excellent meeting last  
20 night with [County Official 2] and [County Official 3]," who were two  
21 high-ranking public officials in a position to help defendant FLYNN  
22 obtain a lucrative amendment to the Telehealth-DMH contract and  
23 secure the Probation contract with the Social Work School. Defendant  
24 FLYNN stated that she was "very encouraged" and thanked defendant  
25 RIDLEY-THOMAS "for facilitating all these important relationships and  
26 opportunities."

27           Overt Act No. 43:    On February 23, 2018, defendant FLYNN  
28 emailed defendant RIDLEY-THOMAS about "an extremely important request

1 for contract amendment that will be on the [Board of Supervisors']  
2 agenda next week" regarding "our TeleHealth contract with DMH."

3 Overt Act No. 44: On February 23, 2018, defendant RIDLEY-  
4 THOMAS responded to defendant FLYNN's "extremely important request"  
5 email regarding the Telehealth contract amendment and bcc'ed MRT  
6 Relative 1. Defendant RIDLEY-THOMAS told defendant FLYNN: "Your wish  
7 is my command."

8 Overt Act No. 45: On March 9, 2018, defendant FLYNN caused a  
9 University employee to mail an offer letter, dated February 16, 2018,  
10 to MRT Relative 1 for the paid professorship. In the letter, the  
11 University formally offered MRT Relative 1 the position of "Professor  
12 of the Practice of Policy and Social Work," beginning on March 16,  
13 2018 and continuing until May 15, 2019. The offer letter stated that  
14 MRT Relative 1 would receive a salary of \$50,000, of which the Social  
15 Work School and Public Policy School would each fund half.

16 Overt Act No. 46: On March 10, 2018, defendant FLYNN caused  
17 her plan to secure MRT Relative 1 a paid professorship with the  
18 University to be achieved, as MRT Relative 1 signed the offer letter  
19 for the paid professorship.

20 **The \$100,000 Payment for the Benefit of MRT Relative 1**

21 Overt Act No. 47: In or around early to mid-2018, defendant  
22 RIDLEY-THOMAS and MRT Relative 1 considered hiring Individual 1 to  
23 work for Nonprofit B. Defendant RIDLEY-THOMAS and MRT Relative 1  
24 were aware that MRT Relative 1 needed to raise money for Nonprofit B,  
25 not just for MRT Relative 1 to receive a salary, but also to allow  
26 MRT Relative 1 to formally hire and compensate Individual 1.

27 Overt Act No. 48: In or around early to mid-2018, defendant  
28 RIDLEY-THOMAS and MRT Relative 1 agreed that Individual 1 would begin

1 full-time employment with Nonprofit B in May 2018 and be paid on the  
2 "15th of every month."

3 Overt Act No. 49: On April 20, 2018, defendant RIDLEY-THOMAS  
4 emailed defendant FLYNN and asked her to call him.

5 Overt Act No. 50: On April 21, 2018, defendant FLYNN responded  
6 to defendant RIDLEY-THOMAS's April 20th email and said, "[w]ill  
7 certainly do so."

8 Overt Act No. 51: On April 26, 2018, defendant FLYNN met with  
9 defendant RIDLEY-THOMAS, solicited official action from him as a  
10 member of the Board of Supervisors, and discussed a "gift agreement"  
11 with him.

12 Overt Act No. 52: On April 26, 2018, defendant RIDLEY-THOMAS  
13 emailed Individual 1's resume, which he had received from MRT  
14 Relative 1, to defendant FLYNN and wrote: "As discussed. Thank you."

15 Overt Act No. 53: In 2018, defendant FLYNN told multiple  
16 University officials that the Social Work School needed to obtain the  
17 amended Telehealth-DMH contract from the County, which she expected  
18 to generate approximately \$9 million per year for the Social Work  
19 School.

20 Overt Act No. 54: On April 26, 2018, at defendant RIDLEY-  
21 THOMAS's request, defendant FLYNN agreed to funnel a \$100,000 payment  
22 from the Mark Ridley-Thomas Committee for a Better L.A. through the  
23 University/Social Work School to Fiscal Sponsor B for the benefit of  
24 Nonprofit B and, in turn, MRT Relative 1.

25 Overt Act No. 55: Beginning in late April 2018, defendants  
26 RIDLEY-THOMAS and FLYNN and MRT Relative 1 concealed the agreement to  
27 funnel \$100,000 from the Mark Ridley-Thomas Committee for a Better  
28 L.A. through the University/Social Work School to Fiscal Sponsor B

1 from University officials, Fiscal Sponsor B officials, and the public  
2 in order to ensure the success of the University's payment to Fiscal  
3 Sponsor B and avoid any political fallout for defendant RIDLEY-  
4 THOMAS.

5 Overt Act No. 56: Around the time of defendant FLYNN's April  
6 26th solicitation meeting with defendant RIDLEY-THOMAS, defendant  
7 FLYNN told University Official 3 something to the effect that  
8 defendant FLYNN had good news, in that the University was going to  
9 get the Telehealth contract, but that defendant FLYNN had to do a  
10 "favor" to get it. Defendant FLYNN winked at University Official 3  
11 when she talked about doing a "favor" in exchange for the Telehealth  
12 contract.

13 Overt Act No. 57: On April 27, 2018, MRT Relative 1 falsely  
14 told at least one Fiscal Sponsor B employee that the University had  
15 awarded Nonprofit B a "grant," thereby furthering efforts by  
16 defendants RIDLEY-THOMAS and FLYNN to conceal the true nature of the  
17 funneled \$100,000 payment from the Mark Ridley-Thomas Committee for a  
18 Better L.A. through the University to Fiscal Sponsor B.

19 Overt Act No. 58: On May 2, 2018, defendant RIDLEY-THOMAS  
20 caused a letter and \$100,000 check to be sent to defendant FLYNN.  
21 The check was made payable to the Social Work School from the Mark  
22 Ridley-Thomas Committee for a Better L.A. The letter stated that the  
23 \$100,000 was to be used at defendant FLYNN's "discretion in order to  
24 best facilitate the impressive policy and practical work of the  
25 [Social Work School] and its impact in the community."

26 Overt Act No. 59: On May 3, 2018, at approximately 9:20 p.m.,  
27 defendant RIDLEY-THOMAS received an email from MRT Relative 1 with  
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1 bank wiring information for Fiscal Sponsor B in order to facilitate  
2 the \$100,000 payment from the University to Fiscal Sponsor B.

3 Overt Act No. 60: On May 3, 2018, at approximately 10:20 p.m.,  
4 defendant RIDLEY-THOMAS emailed defendant FLYNN the bank wiring  
5 information for Fiscal Sponsor B to facilitate the \$100,000 payment  
6 from the University to Fiscal Sponsor B. Defendant RIDLEY-THOMAS  
7 bcc'ed MRT Relative 1 and told defendant FLYNN: "At this point it is  
8 necessary to act with dispatch so as to facilitate the completion of  
9 [Individual 1's] on-boarding with [Fiscal Sponsor B] in a timely  
10 manner -- no later than May 15th."

11 Overt Act No. 61: On May 3, 2018, at approximately 10:27 p.m.,  
12 defendant FLYNN responded to defendant RIDLEY-THOMAS's 10:20 p.m.  
13 email. Defendant FLYNN wrote: "If that is the case, then we  
14 definitely cannot use the option of a university appointment, at  
15 least this year. However, I will adopt another course of action  
16 tomorrow morning and assume the person we are to contact is [Fiscal  
17 Sponsor B Employee 1]. I will let people know that this must be  
18 expedited."

19 Overt Act No. 62: On May 3, 2018, at approximately 10:35 p.m.,  
20 defendant FLYNN emailed University officials to facilitate the  
21 \$100,000 payment from the University/Social Work School to Fiscal  
22 Sponsor B. Defendant FLYNN said: "I will explain later, but it is  
23 urgent that we issue a sponsorship to [Fiscal Sponsor B] for \$100,000  
24 and that it be received by May 15th if at all possible."

25 Overt Act No. 63: On May 4, 2018, at approximately 8:16 a.m.,  
26 defendant FLYNN emailed defendant RIDLEY-THOMAS with an update  
27 regarding the \$100,000 payment from the University to Fiscal Sponsor  
28 B. Defendant FLYNN wrote: "Part of the issue here is that the

1 sponsorship will have to move through the university payroll office  
2 over which we have very little control. I can guarantee that we will  
3 fulfill our part of the transaction today, but can only nag and nip  
4 at people's heels at the higher administration levels. If May 15th  
5 is a drop dead date, then I will need to understand a little more so  
6 that I can figure out what to do about bridge funds. (I actually  
7 have an idea already.)"

8 Overt Act No. 64: On May 4, 2018, at approximately 11:39 a.m.,  
9 defendant RIDLEY-THOMAS responded to defendant FLYNN's 8:16 a.m.  
10 email and said: "I have spoken with [Fiscal Sponsor B Employee 2],  
11 fiscal agent for [Nonprofit B]. Please call [him/her] and assure  
12 [him/her] of the School's commitment and that you have begun the  
13 funds transfer...Please confirm receipt and keep me in the loop. 🙄  
14 [shushing face emoji][.]"

15 Overt Act No. 65: On May 4, 2018, at approximately 12:03 p.m.,  
16 defendant RIDLEY-THOMAS received an email from MRT Relative 1  
17 containing the offer letter previously sent to Individual 1 for  
18 Individual 1's employment with Nonprofit B.

19 Overt Act No. 66: On May 4, 2018, at approximately 12:29 p.m.,  
20 defendant RIDLEY-THOMAS emailed Fiscal Sponsor B Employee 2 the news  
21 that Individual 1 had accepted an offer of employment with a salary  
22 of \$70,000. Defendant RIDLEY-THOMAS wrote: "It is my understanding  
23 that [University] financial support comes in at \$100k."

24 Overt Act No. 67: On May 4, 2018, at approximately 12:50 p.m.,  
25 defendant FLYNN responded to defendant RIDLEY-THOMAS's 11:39 a.m.  
26 email. Defendant FLYNN wrote: "I am happy to say that I think we can  
27 expedite this so that the funds are available by May 18th...I think  
28 the path looks clear."

1           Overt Act No. 68:    On May 4, 2018, at approximately 2:06 p.m.,  
2 defendant RIDLEY-THOMAS responded to defendant FLYNN's 12:50 p.m.  
3 email: "You're the best!"

4           Overt Act No. 69:    On May 4, 2018, at approximately 2:57 p.m.,  
5 defendant FLYNN sent defendant RIDLEY-THOMAS an email with the  
6 subject line "On its way." In the email, defendant FLYNN provided  
7 defendant RIDLEY-THOMAS an update on the status of the \$100,000  
8 payment and said: "I communicated with [Fiscal Sponsor B Employee 1]  
9 at [Fiscal Sponsor B] this afternoon, sent [him/her] a template for  
10 the invoice we need, [he/she] prepared an invoice to the [Social Work  
11 School] on that basis, I confirmed with our business office that the  
12 template was proper, and once we confirm vendor information, we will  
13 process the [\$100,000] payment...perhaps this afternoon. We will  
14 track it through the [U]niversity and as far as I know, payment  
15 should be received by May 18th."

16           Overt Act No. 70:    On May 4, 2018, at approximately 3:25 p.m.,  
17 defendant RIDLEY-THOMAS responded to defendant FLYNN's 2:57 p.m.  
18 email: "I repeat: You're the best!!!"

19           Overt Act No. 71:    During the time defendant FLYNN was ensuring  
20 that Nonprofit B received the \$100,000 payment from the University at  
21 defendant RIDLEY-THOMAS's request, defendant FLYNN concealed from  
22 University officials that Fiscal Sponsor B, Nonprofit B, and MRT  
23 Relative 1 intended to use the \$100,000, at least in part, to hire  
24 and compensate Individual 1, which violated University policy.

25           Overt Act No. 72:    In early May 2018, in order to ensure the  
26 successful transfer of the entire \$100,000 payment to Nonprofit B,  
27 defendant FLYNN falsely told University officials that Fiscal Sponsor  
28 B intended to expend the entire \$100,000 payment by June 30, 2018

1 (the end of the University's fiscal year), even though defendant  
2 FLYNN knew that Fiscal Sponsor B, Nonprofit B, and MRT Relative 1  
3 intended to use the \$100,000, at least in part, as salary for  
4 Individual 1 and that the \$100,000 would not be expended in its  
5 entirety by June 30, 2018.

6 Overt Act No. 73: On May 4, 2018, defendant FLYNN, in order to  
7 ensure the successful transfer of the \$100,000 payment to Nonprofit  
8 B, falsely told Fiscal Sponsor B Employee 1 to write on the invoice  
9 to the University that Fiscal Sponsor B intended to use the \$100,000  
10 to fund a survey and that the \$100,000 would be expended prior to  
11 June 30, 2018.

12 Overt Act No. 74: On or after May 4, 2018, defendant FLYNN  
13 signed and approved the false Fiscal Sponsor B invoice to facilitate  
14 the \$100,000 payment from the University to Fiscal Sponsor B.

15 Overt Act No. 75: On May 8, 2018, defendant FLYNN emailed  
16 defendant RIDLEY-THOMAS and said that the \$100,000 payment to Fiscal  
17 Sponsor B would arrive on Monday, May 14, 2018.

18 Overt Act No. 76: On May 9, 2018, defendant FLYNN caused a  
19 \$100,000 check to be mailed from the University to Fiscal Sponsor B.

20 Overt Act No. 77: On May 10, 2018, defendant FLYNN met with  
21 County Official 2 "to get an update on the timing of renegotiation  
22 for our TeleHealth contract."

23 Overt Act No. 78: On May 10, 2018, at approximately 3:49 p.m.,  
24 defendant RIDLEY-THOMAS received an email from Fiscal Sponsor B  
25 Employee 2 confirming that Individual 1 would be offered employment  
26 by Fiscal Sponsor B/Nonprofit B.

27 Overt Act No. 79: On May 10, 2018, at approximately 4:05 p.m.,  
28 defendant RIDLEY-THOMAS forwarded the 3:49 p.m. email from Fiscal



1 Sponsor B Employee 2 to MRT Relative 1. Defendant RIDLEY-THOMAS  
2 said: "My piece is done. 🤝 [fist bump emoji][.]"

3 Overt Act No. 80: On May 10, 2018, at approximately 9:56 p.m.,  
4 defendant RIDLEY-THOMAS emailed defendant FLYNN, bcc'ed MRT Relative  
5 1, and wrote: "Need to debrief and clear up a few things with you  
6 confidentially."

7 Overt Act No. 81: On May 11, 2018, at approximately 6:21 a.m.,  
8 defendant FLYNN responded to defendant RIDLEY-THOMAS's May 10th email  
9 and wrote: "I'm sorry I missed you" and "[y]ou have my cell phone  
10 number."

11 Overt Act No. 82: On May 11, 2018, at approximately 6:58 a.m.,  
12 defendant RIDLEY-THOMAS responded to defendant FLYNN's 6:21 a.m.  
13 email and wrote: "Want to talk master [County] contract stuff and  
14 somehow use yesterday's 'discussion' to advance it. 😏 [winking face  
15 emoji][.]"

16 Overt Act No. 83: On May 11, 2018, defendants RIDLEY-THOMAS  
17 and FLYNN caused the University to deposit the \$100,000 check from  
18 the Mark Ridley-Thomas Committee for a Better L.A. by means of an  
19 interstate wire transmission.

20 Overt Act No. 84: On May 24, 2018, defendants RIDLEY-THOMAS  
21 and FLYNN caused Fiscal Sponsor B to deposit the \$100,000 check from  
22 the University by means of an interstate wire transmission.

23 Overt Act No. 85: In or around June 2018, in an effort to  
24 ensure the continued success of her agreement with defendant RIDLEY-  
25 THOMAS in exchange for the \$100,000 payment following her removal as  
26 dean, defendant FLYNN told University Official 3 that she had made a  
27 "deal" or "arrangement" with defendant RIDLEY-THOMAS and MRT Relative  
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1 1 and that, at some point, she would need to tell University Official  
2 3 about the deal.

3 Overt Act No. 86: On July 31, 2018, defendant RIDLEY-THOMAS  
4 voted in favor of Item No. 27 on the Board of Supervisors' July 31,  
5 2018 agenda, which was a favorable amendment to the University's  
6 Telehealth agreement with the County that would sustain the program  
7 for an additional year and was consistent with the terms defendant  
8 FLYNN requested in her February 23, 2018 email to defendant RIDLEY-  
9 THOMAS. The motion passed.

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COUNT TWO

[18 U.S.C. § 666(a)(1)(B)]

[DEFENDANT MARK RIDLEY-THOMAS]

22. Beginning on a date unknown and continuing until in or around August 2018, in Los Angeles County, within the Central District of California, and elsewhere, defendant MARK RIDLEY-THOMAS, an agent of the County of Los Angeles, corruptly solicited, demanded, accepted, and agreed to accept something of value from a person to benefit himself and others, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the County of Los Angeles having a value of \$5,000 or more. Specifically, defendant RIDLEY-THOMAS solicited, demanded, accepted, and agreed to accept something of value from Marilyn Louise Flynn and other University officials to benefit himself and MRT Relative 1, including: (1) MRT Relative 1's admission to the University to obtain a master's degree; (2) a full tuition scholarship for MRT Relative 1 to attend the University; (3) a paid professorship for MRT Relative 1 to teach at the University; and (4) a \$100,000 payment from the University to Fiscal Sponsor B for the benefit of Nonprofit B and MRT Relative 1, intending to be influenced and rewarded in connection with, among other things, the issuance of, and amendment to, County contracts with the University and Social Work School.

COUNT THREE

[18 U.S.C. § 666(a)(2)]

[DEFENDANT MARILYN LOUISE FLYNN]

23. Beginning on a date unknown and continuing until in or around August 2018, in Los Angeles County, within the Central District of California, and elsewhere, defendant MARILYN LOUISE FLYNN corruptly gave, offered, and agreed to give something of value to a person, intending to influence and reward Mark Ridley-Thomas in connection with a business, transaction, and series of transactions of the County of Los Angeles having a value of \$5,000 or more. Specifically, defendant FLYNN gave, offered, and agreed to give something of value to Mark Ridley-Thomas and MRT Relative 1, including: (1) MRT Relative 1's admission to the University to obtain a master's degree; (2) a full tuition scholarship for MRT Relative 1 to attend the University; (3) a paid professorship for MRT Relative 1 to teach at the University; and (4) a \$100,000 payment from the University to Fiscal Sponsor B for the benefit of Nonprofit B and MRT Relative 1, intending to influence and reward Mark Ridley-Thomas in connection with, among other things, the issuance of, and amendment to, County contracts with the University and Social Work School.

COUNTS FOUR THROUGH TWENTY

[18 U.S.C. §§ 1341, 1343, 1346, 2(b)]

[ALL DEFENDANTS]

A. THE SCHEME TO DEFRAUD

24. Beginning in or around 2017, and continuing until in or around August 2018, in Los Angeles County, within the Central District of California, and elsewhere, defendants MARK RIDLEY-THOMAS and MARILYN LOUISE FLYNN, 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 citizens of the County of Los Angeles of their right to the honest services of defendant RIDLEY-THOMAS by means of bribery, kickbacks, materially false and fraudulent pretenses, and the concealment of material facts.

B. MEANS AND METHODS OF THE SCHEME TO DEFRAUD

25. The scheme to defraud operated, in substance, in the following manner and by the following means:

a. Defendant RIDLEY-THOMAS and his co-schemers would seek and accept bribes and kickbacks from defendant FLYNN and other University officials in the form of direct and indirect financial benefits, including but not limited to: (1) MRT Relative 1's admission to the University to obtain a master's degree; (2) a full tuition scholarship for MRT Relative 1 to attend the University; (3) a paid professorship for MRT Relative 1 to teach at the University; and (4) a \$100,000 payment from the University to Fiscal Sponsor B for the benefit of Nonprofit B and MRT Relative 1.

1           b.     In exchange for the bribes and kickbacks from  
2 defendant FLYNN and other co-schemers, defendant RIDLEY-THOMAS would  
3 agree to perform and perform the following types of official acts,  
4 among others: (1) presenting motions and agenda items for the Board  
5 of Supervisors; (2) voting on Board of Supervisors' motions and  
6 agenda items; (3) exerting pressure on other members of the Board of  
7 Supervisors to present, introduce, and vote on motions and agenda  
8 items; and (4) exerting pressure on other County officials to perform  
9 official acts with respect to the issuance of, and amendment to,  
10 County contracts with the University and Social Work School.

11           c.     Defendants RIDLEY-THOMAS and FLYNN and their co-  
12 schemers would conceal their scheme and operate their scheme through  
13 materially false and fraudulent pretenses by: (1) concealing bribes  
14 and kickbacks solicited and received by defendant RIDLEY-THOMAS;  
15 (2) concealing bribes and kickbacks offered and given by defendant  
16 FLYNN and other University officials at defendant FLYNN's direction;  
17 (3) concealing material facts, including but not limited to: (a) that  
18 defendants RIDLEY-THOMAS and FLYNN had agreed to funnel the \$100,000  
19 payment from the Mark Ridley-Thomas Committee for a Better L.A.  
20 through the University by way of a nearly simultaneous \$100,000  
21 payment from the University to Fiscal Sponsor B; and (b) that Fiscal  
22 Sponsor B, Nonprofit B, and MRT Relative 1 intended to use the  
23 \$100,000, at least in part, to hire and compensate Individual 1; and  
24 (4) making materially false statements, including but not limited to  
25 the date by which Fiscal Sponsor B intended to expend the entirety of  
26 the \$100,000 payment.

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1 C. USE OF MAILS

2 26. On or about the dates set forth below, within the Central  
 3 District of California, and elsewhere, defendants RIDLEY-THOMAS and  
 4 FLYNN, for the purpose of executing the above-described scheme to  
 5 defraud, willfully caused the following items to be placed in an  
 6 authorized depository for mail matter to be sent and delivered by the  
 7 United States Postal Service, or to be deposited to be sent and  
 8 delivered by a private or commercial interstate carrier according to  
 9 the directions thereon:

<u>COUNT</u>	<u>DATE</u>	<u>MAILING</u>
FOUR	March 9, 2018	Letter dated February 16, 2018, addressed to MRT Relative 1 from defendant FLYNN and University Official 2, offering MRT Relative 1 the position of "Professor of the Practice of Policy and Social Work," which was sent via FedEx.
FIVE	May 9, 2018	Check no. 50587154 dated May 9, 2018, in the amount of \$100,000 from the University to Fiscal Sponsor B, which was sent via FedEx.

19 D. USE OF WIRES

20 27. On or about the dates set forth below, within the Central  
 21 District of California, and elsewhere, defendants RIDLEY-THOMAS and  
 22 FLYNN, for the purpose of executing the above-described scheme to  
 23 defraud, transmitted and caused the transmission of the following  
 24 items by means of a wire communication in interstate commerce:

<u>COUNT</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
SIX	December 5, 2017	MRT Relative 1 emailed University Official 2 and bcc'ed defendant RIDLEY-THOMAS. In the email, MRT Relative 1 told University Official 2 that he/she wanted a "Practitioner-in-

COUNT	DATE	WIRE TRANSMISSION
		Residence" title for his/her professorship, "beginning compensation" in the range of \$25,000, and to "launch in January [2018]." Using his/her Google/Gmail account, MRT Relative 1 sent the email to defendant RIDLEY-THOMAS at his Oath/AOL account.
SEVEN	December 9, 2017	MRT Relative 1 forwarded an email from University Official 2 to defendant RIDLEY-THOMAS. In the forwarded email, University Official 2 told MRT Relative 1 that a January 2018 start date was not feasible and that University Official 2 would have to "create a part-time position with a salary" to accommodate MRT Relative 1. Using his/her Google/Gmail account, MRT Relative 1 forwarded the email to defendant RIDLEY-THOMAS at his Oath/AOL account.
EIGHT	December 14, 2017	Using his Oath/AOL account, defendant RIDLEY-THOMAS emailed defendant FLYNN. The subject line had the name of County Official 2. The email said: "[He/She]'s ready to go. 🤔 [winking face emoji][.]"
NINE	January 9, 2018	MRT Relative 1 forwarded an email regarding the full tuition scholarship award to defendant RIDLEY-THOMAS at his Oath/AOL account. The forwarded email stated that MRT Relative 1 had been awarded a full tuition scholarship totaling over \$26,000 to attend the University in the spring and summer of 2018.
TEN	February 13, 2018	MRT Relative 1 forwarded an email to defendant RIDLEY-THOMAS. The forwarded email indicated that the University had agreed to waive the usual hiring process and that MRT Relative 1 would soon receive a contract for the paid professorship.



COUNT	DATE	WIRE TRANSMISSION
		Using his/her Google/Gmail account, MRT Relative 1 forwarded the email to defendant RIDLEY-THOMAS at his Oath/AOL account.
ELEVEN	February 13, 2018	In response to the February 13th email from MRT Relative 1 about the paid professorship, defendant RIDLEY-THOMAS emailed MRT Relative 1 with thumbs up and winking face emojis: "👍👁️ [.]" Using his Oath/AOL account, defendant RIDLEY-THOMAS emailed MRT Relative 1 at his/her Google/Gmail account.
TWELVE	February 13, 2018	Using his Oath/AOL account, defendant RIDLEY-THOMAS emailed defendant FLYNN. The subject line was "Probation Reform motion." Defendant RIDLEY-THOMAS said, "[w]ould like to discuss this with you in the near term."
THIRTEEN	February 13, 2018	In response to defendant RIDLEY-THOMAS's February 13th email regarding the "Probation Reform motion," defendant FLYNN emailed defendant RIDLEY-THOMAS at his Oath/AOL account and said: "I had an excellent meeting last night with [County Official 2] and [County Official 3]." Defendant FLYNN thanked defendant RIDLEY-THOMAS "for facilitating all these important relationships and opportunities."
FOURTEEN	February 23, 2018	Defendant FLYNN emailed defendant RIDLEY-THOMAS at his Oath/AOL account about "an extremely important request for contract amendment that will be on the [Board of Supervisors'] agenda next week" regarding "our TeleHealth contract with DMH."

COUNT	DATE	WIRE TRANSMISSION
FIFTEEN	February 23, 2018	In response to defendant FLYNN's February 23rd email regarding the Telehealth-DMH contract amendment, defendant RIDLEY-THOMAS emailed defendant FLYNN and bcc'ed MRT Relative 1. Defendant RIDLEY-THOMAS told defendant FLYNN: "Your wish is my command." Using his Oath/AOL account, defendant RIDLEY-THOMAS emailed MRT Relative 1 at his/her Google/Gmail account.
SIXTEEN	May 3, 2018	Defendant RIDLEY-THOMAS emailed defendant FLYNN the bank wiring information for Fiscal Sponsor B to facilitate the \$100,000 payment from the University to Fiscal Sponsor B. Defendant RIDLEY-THOMAS said: "At this point it is necessary to act with dispatch so as to facilitate the completion of [Individual 1's] on-boarding with [Fiscal Sponsor B] in a timely manner -- no later than May 15th." Using his Oath/AOL account to send the email to defendant FLYNN, defendant RIDLEY-THOMAS also bcc'ed MRT Relative 1 at his/her Google/Gmail account.
SEVENTEEN	May 3, 2018	In response to defendant RIDLEY-THOMAS's May 3rd email, defendant FLYNN emailed defendant RIDLEY-THOMAS at his Oath/AOL account and said: "I will let people know that this must be expedited."
EIGHTEEN	May 11, 2018	Using his Oath/AOL account, defendant RIDLEY-THOMAS emailed defendant FLYNN and said: "Want to talk master [County] contract stuff and somehow use yesterday's 'discussion' to advance it. 🙄 [winking face emoji][.]"

<u>COUNT</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
NINETEEN	May 11, 2018	Bank wire transfer of \$100,000 from a California Bank & Trust account for the Mark Ridley-Thomas Committee for a Better L.A. into a Bank of America account for the University processed through Bank of America servers located in Virginia and Texas.
TWENTY	May 24, 2018	Bank wire transfer of \$100,000 from a Bank of America account for the University into a JPMorgan Chase Bank account for Fiscal Sponsor B processed through Bank of America servers located in Virginia and Texas.

A TRUE BILL

/S/

\_\_\_\_\_  
Foreperson

TRACY L. WILKISON  
Acting United States Attorney



SCOTT M. GARRINGER  
Assistant United States Attorney  
Chief, Criminal Division

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

RUTH C. PINKEL  
Assistant United States Attorney  
Senior Litigation Counsel  
Acting Deputy Chief, Public Corruption  
and Civil Rights Section

LINDSEY GREER DOTSON  
Assistant United States Attorney  
Public Corruption  
and Civil Rights Section