

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

SEALED

United States of America

v.

-01 JOHN F. CUELLAR DOB: 1962
-02 ARTURO C. CUELLAR, JR. DOB: 1953
-03 DANIEL GARCIA DOB: 1978

Case No. 7:19-MJ-0777

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of March 2008 to November 2016 in the county of Hidalgo in the Southern District of Texas, the defendant(s) violated:

Table with 2 columns: Code Section, Offense Description. Rows include 18 U.S.C. §§ 1343, 1346, 1349 and 18 U.S.C. § 1956 with corresponding offense descriptions like Conspiracy to commit honest services wire fraud.

This criminal complaint is based on these facts:

See Attachment A

Continued on the attached sheet.

Approved by [Handwritten Signature]

[Handwritten Signature] Complainant's signature

FBI Special Agent Jonathan Beyer

Printed name and title

Sworn to before me and signed in my presence.

Date:

[Handwritten Signature] Judge's signature

City and state: McAllen, Texas

Hon. J. Scott Hacker

Printed name and title

Attachment A

1. I, Jonathan Beyer, am a Special Agent of the Federal Bureau of Investigation (FBI) and have knowledge of the following facts. The facts in this affidavit are based on the investigation to date, including interviews conducted by the FBI and other law enforcement agencies, review of agendas, minutes, and other documents from the City of Weslaco, bank and financial records and other documents obtained by the FBI. The facts related in this affidavit do not reflect the totality of information known to me or other agents or officers, but rather merely the amount needed to establish probable cause. I do not rely upon facts not set forth herein in reaching my conclusion that a complaint should be issued, nor do I request that this Court rely upon any facts not set forth herein in reviewing this attachment in support of the complaint.

2. I make this affidavit in support of criminal complaints charging JOHN CUELLAR and ARTURO CUELLAR, JR. with conspiracy to commit honest services wire fraud, in violation of 18 U.S.C. § 1349 and charging JOHN CUELLAR, ARTURO CUELLAR, JR., and DANIEL GARCIA with conspiracy to commit money laundering, in violation of 18 U.S.C. § 1956.

I. Defendants

3. Defendant ARTURO CUELLAR, JR. aka. "A.C.," is a resident of Weslaco, Texas, who served as a commissioner of Hidalgo County, Texas, from March 2010 to November 2010 and approximately January 2013 to December 2016.

4. Defendant JOHN CUELLAR is an attorney based in Weslaco, Texas, who served as a Weslaco City Commissioner from May 1995 to November 2014. For large parts of his tenure on the Weslaco City Commission (the "commission"), including from at least June 2007 to May 2009 and from May 2010 to November 2014, JOHN CUELLAR was selected by the commission to serve as mayor pro tem. As a commissioner, JOHN CUELLAR was an agent of the City of Weslaco.

5. Defendant DANIEL GARCIA (GARCIA) is an attorney based in Rio Grande City, Texas, who serves on the Rio Grande City Consolidated Independent School District Board of Trustees.

II. Relevant Entities

6. Leonel "Leo" LOPEZ (LOPEZ) is a resident of Starr County, Texas.

7. Commissioner A is a resident of Weslaco, Texas and an elected member of the commission.

8. Ricardo QUINTANILLA (QUINTANILLA) is a businessman who lives and worked in Weslaco, Texas.

9. Company A is an international engineering and construction company that performs large-scale infrastructure projects for public and private clients. Person A was an employee of Company A.

10. Company B is an engineering company based in San Antonio, Texas. Person B is the owner of Company B.

11. Company C is an engineering company based in McAllen, Texas. Person C is the owner of Company C

12. Company D is a business entity owned, in part, by ARTURO CUELLAR, JR. and based in Corpus Christi, Texas.

13. Person D is an attorney based in Houston, Texas.

III. General Allegations

The Weslaco City Commission

14. The Texas Constitution, the laws of the State of Texas, and the charter of the City of Weslaco establish ethical standards of conduct for elected public officials, including Weslaco City Commissioners. These standards included an oath to faithfully execute the duties of the office

of commissioner and to preserve, protect, and defend the Constitution and the laws of the United States and the State of Texas. Accordingly, commissioners owe a fiduciary duty to the City of Weslaco, the commission, and the people of the City of Weslaco.

15. As officials in the city government, during their tenures as commissioners, defendant JOHN CUELLAR and Commissioner A each owed a fiduciary duty to the City of Weslaco and to its citizens to perform the duties and responsibilities of their office free from corrupt influence. As elected officials in the State of Texas, JOHN CUELLAR and Commissioner A swore to uphold the United States Constitution, the Texas Constitution, and the laws of the State of Texas and to faithfully execute the duties of their office.

16. The commission is authorized to take official action only when a quorum—a majority of duly elected commissioners—is present. When a quorum is present, the commission may act based on a majority vote.

17. Pursuant to the Texas Open Meetings Act, Tex. Gov't Code Ann. § 551, *et seq.*, the commission, as a city government in Texas, is authorized to conduct official business only after providing at least 72 hours of public notice of the time, place, and subject matter of the meeting. Such meetings are generally required to be open to the public, with closed meetings and executive sessions permitted only under narrowly drawn exceptions.

18. Prior to May 2008, the commission was comprised of a mayor, a mayor pro tem, and three commissioners elected at large. The mayor pro tem was a commissioner selected by a majority vote of the commissioners to assume the mayor's duties when the mayor was absent.

19. Starting in or about May 2008, the commission was comprised of six commissioners elected from single-member districts, a mayor elected at large, and a mayor pro tem, selected in the same manner as prior to May 2008.

20. Due to his long tenure on the commission and relationship to ARTURO CUELLAR, JR., a prominent politician in Hidalgo County, JOHN CUELLAR exerted a significant amount of power and influence on the commission and over other city officials. JOHN CUELLAR was the *de facto* leader of the commission's majority voting bloc during the vast majority of the charged conspiracy.

The Weslaco Water Treatment Facilities

21. In or about 2004, the Texas Commission on Environmental Quality ("TCEQ") notified the City of Weslaco that its water treatment facilities were in violation of Texas environmental regulations. The city's water treatment facilities included the Water Treatment Plant (WTP), which processed the city's potable water, and the North Wastewater Treatment Plant (NWWTP) and South Wastewater Treatment Plant (SWWTP), which together processed the city's wastewater.

22. In or about 2007, the commission voted to issue approximately \$28 million in municipal bonds to finance several infrastructure projects in the Weslaco area. The two largest and costliest projects to be paid for by the bond funds were to rebuild the NWWTP and to perform repairs to the WTP.

23. In or about 2008, the commission hired Company A to act as the construction manager for the infrastructure projects to be funded by the bond issuance. Under the contract, Company A would effectively select the companies to perform the infrastructure work to be paid for with the bond funds.

24. In or about March 18, 2008, Company A granted to itself, subject to the approval of the commission, the contracts to rehabilitate the NWWTP and WTP, the two costliest projects to be completed using the \$28 million in municipal bond proceeds.

IV. The Bribery Conspiracy

25. In or about 2008, Person A and Person B agreed with LOPEZ that they would pay LOPEZ to ensure that Company A and Company B obtained the contracts for certain construction and engineering projects relating to the city's water treatment facilities. LOPEZ agreed with ARTURO CUELLAR, JR. and JOHN CUELLAR that JOHN CUELLAR would take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city, in exchange for bribe payments.

26. In or about 2011, LOPEZ, with the knowledge of JOHN CUELLAR and ARTURO CUELLAR, JR., obtained the agreement of QUINTANILLA, to obtain the agreement of another commissioner to accept bribes in exchange for the agreement to take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city. QUINTANILLA obtained the agreement of Commissioner A to take official action as a Weslaco City Commissioner to benefit Company A and Company B, such as by voting to grant them contracts with the city in exchange for bribe payments paid from LOPEZ through QUINTANILLA.

27. JOHN CUELLAR and Commissioner A cast the votes and made the motions referenced in paragraphs 28 through 48 during Commission meetings and in their official capacities as commissioners.

28. In or about 2012, Person B recruited Person C to funnel bribe payments to LOPEZ. Person C agreed to do so in exchange for the agreement that Company C would receive subcontracts on the WTP and contracts with the City of Weslaco. JOHN CUELLAR and Commissioner A agreed, through LOPEZ, ARTURO CUELLAR, JR., and QUINTANILLA, to take official action as a Weslaco City Commissioner to benefit Company C, such as by voting to grant it contracts with the city, in exchange for bribe payments.

The NWWTP

29. On or about March 25, 2008, JOHN CUELLAR made a motion to grant a professional services contract to Company A to perform engineering services to rehabilitate the WTP and to construct a new NWWTP. On the same date, JOHN CUELLAR voted in favor of that motion.

30. In or about May 2008, in the absence of Weslaco's mayor, JOHN CUELLAR executed a professional services agreement with Company A.

31. On or about November 4, 2008, JOHN CUELLAR made a motion to place additional projects under Company A's contract. On the same date, JOHN CUELLAR voted in favor of that motion.

32. On or about August 18, 2009, JOHN CUELLAR spoke against a motion to reprioritize the 2007 bond funds to shift money from the NWWTP to the WTP, the contracts for both of which had been granted to Company A. The effect of the shifting of funds, as proposed, would have been to reduce the total amount of money due to Company A under the contracts. On the same date, JOHN CUELLAR voted to oppose that motion, instead asserting to the commission that the NWWTP and WTP be given equal significance, keeping the amount of money due to Company A under the contracts the same. Despite JOHN CUELLAR's vote, the motion carried.

33. On or about September 1, 2009, JOHN CUELLAR took the following actions:

- a. made a motion before the commission to suspend Robert's Rules of Order to allow the commission to reconsider JOHN CUELLAR's motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds, an initiative that had been defeated at the August 18, 2009 meeting;

b. voted in favor of the motion to suspend Robert's Rules of Order to allow the commission to reconsider JOHN CUELLAR's motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds;

c. made a motion before the commission that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds; and

d. voted in favor of the motion that the NWWTP and WTP be considered with equal importance with regard to apportioning the 2007 bond funds.

The WTP

34. In or about 2011, JOHN CUELLAR advised and pressured city staff to grant no-bid contracts to Company A and Company B to design and construct a new WTP.

35. On or about January 18, 2011, JOHN CUELLAR voted to authorize the city manager and the city attorney to negotiate a new professional services agreement with Company A to prepare a preliminary engineering report on the WTP.

36. On or about August 16, 2011, JOHN CUELLAR made a motion before the commission to approve the preliminary engineering report on the WTP prepared by Company A.

37. On or about August 16, 2011, JOHN CUELLAR and Commissioner A voted to approve the preliminary engineering report on the WTP prepared by Company A.

38. On or about August 16, 2011, JOHN CUELLAR and Commissioner A voted to declare that the WTP was exceeding capacity and failing to meet public water demand, thereby creating an imminent threat to public health and safety. This declaration allowed the commission to directly grant construction contracts to address violations issued by TCEQ, bypassing ordinary bidding and qualification procedures.

39. On or about September 8, 2011, JOHN CUELLAR and Commissioner A voted to authorize the city manager to negotiate a preconstruction services contract with Company A for the WTP. Due to the declaration from the August 16, 2011 meeting that the WTP represented an imminent threat to public health and safety, the commission was able to grant this contract without the ordinary competitive bidding and qualification process.

40. On or about September 8, 2011, JOHN CUELLAR and Commissioner A voted in favor of a motion for the city manager to negotiate a contract with Company B for the design of an expansion to the WTP and associated projects. Due to the declaration from the August 16, 2011 meeting that the WTP represented an imminent threat to public health and safety, the commission was able to grant this contract without the ordinary competitive bidding and qualification process.

41. On or about October 6, 2011, Commissioner A voted to approve a professional services agreement with Company B for the design of the WTP and a professional services agreement with Company A for the pre-construction services for the WTP.

42. On or about March 27, 2012, JOHN CUELLAR and Commissioner A voted to authorize the mayor to execute a contract, valued at approximately \$38.5 million, with Company A for the expansion of the WTP and to authorize city staff to amend the city budget to accommodate the \$38.5 million contract with Company A.

43. On or about June 5, 2012, JOHN CUELLAR and Commissioner A voted to approve the City of Weslaco entering into a professional services agreement with Company C.

44. In or about 2012, Person A and Person B told LOPEZ that they needed the commission to approve an amendment increasing the price of Company B's contract with the city. Person A and Person B told LOPEZ that the additional funds from this amendment would enable Person B to continue paying LOPEZ, so that LOPEZ could, in turn, continue paying others.

45. On or about September 20, 2012, JOHN CUELLAR and Commissioner A voted to approve an amendment to the contract with Company B to include automation and daily construction inspection in an amount not to exceed \$2,978,950, to authorize a budget amendment as appropriate, and to authorize the mayor to execute any related documents.

The SWWTP

46. In or about 2013, JOHN CUELLAR advised and pressured city staff, including the city manager, to grant contracts to Company B.

47. On or about July 16, 2013, JOHN CUELLAR and Commissioner A voted to amend the city's contract with Company B to authorize Company B to prepare a preliminary engineering report for repairs to the SWWTP.

48. On or about September 2, 2014, JOHN CUELLAR and Commissioner A voted to approve the final preliminary engineering report for the SWWTP, prepared by Company B, and authorize a budget amendment to pay Company B for the report.

Other Acts

49. JOHN CUELLAR, ARTURO CUELLAR, JR., LOPEZ, Commissioner A, QUINTANILLA, and their co-conspirators used wire communications in interstate commerce, such as mobile messaging applications, email, and interstate bank transfers, in furtherance of the scheme to defraud.

50. In or about February 2016, LOPEZ sent to QUINTANILLA, via electronic messages over a cellular telephone, questions that LOPEZ wanted Commissioner A to ask in upcoming city commission meetings. These questions were crafted to benefit Company B in its attempts to recover payments for the WTP from the City of Weslaco, after the city stopped paying Company B.

51. On or about September 1, 2016, LOPEZ and Person B discussed the money still owed to LOPEZ as part of the bribery scheme and discussed how Person B would provide the remaining funds to LOPEZ.

V. Bribe Payments

Payments to Lopez

52. In or about 2008, Company B began paying LOPEZ approximately \$17,000 per month.

53. In or about February 2011, around the time that JOHN CUELLAR voted to approve the professional services agreement with Company A to prepare a preliminary engineering report on the WTP, Company B increased the amount paid on a monthly basis to LOPEZ from approximately \$17,000 to approximately \$25,000 to \$40,000 per month.

54. From in or about June 2012 to in or about May 2014, Person B paid a total of approximately \$300,000, in four payments of approximately \$75,000 each, to LOPEZ under the pretense that Person B was leasing a hunting property that belonged to LOPEZ. In truth, these purported lease payments were another way for Person B to pay bribe money to LOPEZ.

55. In all, from in or about April 2008 through in or about December 2015, Person B and Company B paid over approximately \$2.5 million to LOPEZ in regular payments of approximately \$1,000 to approximately \$75,000.

56. On or about April 2012, shortly after JOHN CUELLAR and Commissioner A voted to authorize the mayor to execute the \$38.5 million contract with Company A, Person C made a payment of approximately \$85,000 to LOPEZ. From that point forward, Person C made payments ranging from approximately \$75,000 to approximately \$150,000 to LOPEZ at various periods throughout the year, until approximately July 2014.

57. From in or about April 2012 through in or about July 2014, Company C paid over approximately \$1.6 million to LOPEZ.

Payments to ARTURO CUELLAR, JR.

58. LOPEZ shared the money he received from Company B and Company C with ARTURO CUELLAR, JR. through monthly payments of approximately \$5,000 to ARTURO CUELLAR, JR., beginning at least by on or about March 26, 2008, so that ARTURO CUELLAR, JR. could pay bribes to JOHN CUELLAR.

59. In or about May 2011, LOPEZ's approximately monthly payments to ARTURO CUELLAR, JR. increased, ranging from approximately \$10,000 to more than \$60,000 approximately monthly.

60. Through these monthly payments, from in or about March 2008 through in or about November 2014, LOPEZ paid approximately \$1,398,000 to ARTURO CUELLAR, JR.

Payments to JOHN CUELLAR

61. On or about April 2011, ARTURO CUELLAR, JR. directed employees of Company D to begin making semi-monthly payments of approximately \$5,000 to \$7,500 to JOHN CUELLAR, despite the fact that JOHN CUELLAR was not providing services to Company D. Company D's employees complied.

62. From in or about April 2011 through in or about November 2014, ARTURO CUELLAR, JR. paid approximately \$405,000 to JOHN CUELLAR through Company D in semi-monthly payments ranging from approximately \$5,000 to approximately \$7,500, disguised as payments for legal services that were never rendered, so that JOHN CUELLAR would take official actions to benefit Company A, Company B, and Company C

63. The payments from LOPEZ to ARTURO CUELLAR, JR. and the payments from Company D to JOHN CUELLAR stopped promptly in November 2014 upon JOHN CUELLAR's loss of his re-election bid for the commission.

Payments from GARCIA to JOHN CUELLAR

64. In or about December 2012, GARCIA agreed to assist LOPEZ and ARTURO CUELLAR, JR. in providing approximately \$90,000 in bribe payments to JOHN CUELLAR using GARCIA's law practice and interest on lawyers trust accounts (IOLTA). LOPEZ agreed with GARCIA that, in exchange for GARCIA's assistance in providing bribe funds to JOHN CUELLAR, LOPEZ and ARUTURO CUELLAR, JR. would help Person D, a friend of GARCIA, obtain employment.

65. In or about December 18, 2012, LOPEZ wrote Check No. 1109 from Lone Star Bank Acct. No. ****9303 to GARCIA in the amount of \$60,000 and provided instructions for GARCIA to pay those funds to JOHN CUELLAR.

66. On or about December 19, 2012, GARCIA deposited Check No. 1109 for \$60,000 from LOPEZ into Lone Star National Bank Acct. No. ****9362, one of GARCIA's IOLTA accounts.

67. On or about December 19, 2012, GARCIA wrote Check No. 1022 from Lone Star National Bank Acct. No. ****9362, one of GARCIA's IOLTA accounts, in the amount of \$40,000 to JOHN CUELLAR. On or about December 19, 2012, GARCIA wrote Check No. 1184 from Bank of America Acct. No. ****9717, one of GARCIA's IOLTA accounts, in the amount of \$20,000 to John Cuellar.

68. On or about December 19, 2012, JOHN CUELLAR deposited Check Nos. 1022 and 1184 from Lone Star National Bank Acct. No. ****9362 and Bank of America Acct. No.

****9717, in the amounts of \$40,000 and \$20,000, respectively, into Inter National Bank Acct. No. **623.

69. In or about January 29, 2013, LOPEZ wrote Check No. 1228 from Lone Star Bank Acct. No. ****9303 to GARCIA in the amount of \$40,000 and provided instructions for GARCIA to pay those funds to JOHN CUELLAR.

70. In or about January 30, 2013, GARCIA deposited Check No. 1228 from Lone Star Bank Acct. No. ****9303 into Lone Star National Bank Acct. No. ****9362, one of GARCIA's IOLTA accounts.

71. In or about March 12, 2013, GARCIA wrote Check No. 1028 from Lone Star National Bank Acct. No. ****9362, one of GARCIA's IOLTA accounts, in the amount of \$15,000 to JOHN CUELLAR.

72. On or about March 13, 2013, JOHN CUELLAR deposited check no. 1028 from Lone Star National Bank Acct. No. ****9362, in the amount of \$15,000, into Inter National Bank Acct. No. **623.

73. In or about April 12, 2013, GARCIA wrote Check No. 1030 from Lone Star National Bank Acct. No. ****9362, one of GARCIA's IOLTA accounts, in the amount of \$15,000 to JOHN CUELLAR.

74. On or about April 15, 2013, JOHN CUELLAR deposited Check No. 1030 from Lone Star National Bank Acct. No. ****9362, in the amount of \$15,000, into Inter National Bank Acct. No. **623.

75. In or about 2013, LOPEZ, ARTURO CUELLAR, JR., and GARCIA discussed GARCIA's payments to JOHN CUELLAR using GARCIA's IOLTA accounts.

76. In or about August 2014, ARTURO CUELLAR, JR. and JOHN CUELLAR helped Person D obtain employment with the City of Weslaco in exchange for GARCIA's assistance in providing bribe funds to JOHN CUELLAR.

77. When interviewed by FBI Special Agents, Person D confirmed that ARTURO CUELLAR JR. assisted him in obtaining employment in or about August 2014.

Bribe Payments to Commissioner A

78. In or about 2011, LOPEZ began writing checks to QUINTANILLA, approximately once per month, in amount ranging from approximately \$500 to approximately \$3,500. QUINTANILLA cashed these checks and provided approximately half of the cash to Commissioner A.

79. From in or about September 15, 2011 to in or about October 22, 2014, LOPEZ wrote approximately 41 checks drawn on Lone Star National Bank Acct. Nos. ****9303, ****5069, and ****9214 to QUINTANILLA, in the amount of approximately \$500 to approximately \$5,000 each, for a total of \$85,950, so that QUINTANILLA could make bribe payments to Commissioner A. QUINTANILLA converted these checks to cash at a Lone Star National Bank branch.

VI. Interviews

Interview of ARTURO CUELLAR, JR.

80. In February of 2018, FBI and Internal Revenue Service-Criminal Investigation ("IRS-CI") Special Agents interviewed ARTURO CUELLAR, JR. During the interview, ARTURO CUELLAR, JR. stated that he was good friends with LOPEZ and that he had done contract work for LOPEZ for two to four years, but did not have a written contract for the work he had performed.

81. When asked for specific examples of the type of work he performed for LOPEZ, ARTURO CUELLAR, JR. stated “[LOPEZ] was always in, looking for different work. I know they were trying to do something in, in uh Edcouch-Elsa, uh for a water plant, or you know trying to hook him up there with, you know connect different people.” ARTURO CUELLAR, JR. later said he knew that the majority of the money paid by LOPEZ to ARTURO CUELLAR, JR. related to the WTP project, though he was unable to explain what kind of work he did for LOPEZ in relation to the WTP.

82. ARTURO CUELLAR, JR. recalled that JOHN CUELLAR was paid by Company D. When asked whether the payments from Company D to JOHN CUELLAR were intended to take care of John Cuellar on the side, ARTURO CUELLAR, JR. stated “If, yeah, yeah, you know so.” When asked if the payments were intended to have JOHN CUELLAR vote a certain way regarding the WTP, ARTURO CUELLAR, JR. stated “well that makes sense what you’re saying.”

83. When asked whether he paid JOHN CUELLAR because LOPEZ needed to keep the WTP going, ARTURO CUELLAR, JR. stated “I guess, yeah.” When asked whether the checks to JOHN CUELLAR were intended to help JOHN CUELLAR financially and to assist LOPEZ, ARTURO CUELLAR, JR. responded “I guess yes. I guess that-that would be. I guess.”

84. When asked about the Weslaco WTP contracts, ARTURO CUELLAR, JR. stated “I-I don’t know the story. All-all-all I can kind of imagine you know I mean [LOPEZ] came to me the water plant’s going to happen, whatever you know and who do you know here and you know I mean he knew that John was my cousin and you know I mean and John’s been on the up and down there on the-on the board for you know how that goes in any board or commission or

whatever it is you know.” ARTURO CUELLAR, JR. stated he then remembered being paid by LOPEZ, whom he believed was being paid by Person B.

85. Regarding JOHN CUELLAR’s position on the commission, ARTURO CUELLAR, JR. agreed with the investigating agents that JOHN CUELLAR controlled the commission.

86. In response to a subpoena, Company D was unable to locate or identify any documents relating to any litigation, incorporation documents, title work, or any publicly filed legal document prepared by JOHN CUELLAR on behalf of Company D. Interviews and documents obtained by the FBI indicate that Company D’s primary counsel is another attorney and not JOHN CUELLAR.

87. In response to a subpoena and court order, JOHN CUELLAR was unable to provide any documents evidencing any work performed on behalf of Company D.

Interviews of GARCIA

88. In March of 2016, FBI agents interviewed GARCIA. During the interview, GARCIA stated that he met LOPEZ and JOHN CUELLAR at a restaurant in Mission, Texas and was provided with approximately \$75,000 to \$85,000 as a retainer for title work to be performed on LOPEZ’s behalf. GARCIA stated that after the meeting, LOPEZ asked him to write a check in the same amount as the retainer to JOHN CUELLAR. GARCIA stated that he thought LOPEZ’s request to pay him was odd because JOHN CUELLAR had not performed any work to justify the payment.

89. During the interview, GARCIA also stated that he learned during his time as a member of a local school board that LOPEZ would often receive bribes and kickbacks from companies receiving governmental contracts.

90. GARCIA was interviewed again in May of 2017 and recalled receiving approximately \$85,000 in a check from LOPEZ to allegedly perform title work. GARCIA advised he typically only charges \$150 for title work. GARCIA stated he recalled writing checks to JOHN CUELLAR at LOPEZ's direction and being told by LOPEZ that JOHN CUELLAR does not do much work as an attorney.

91. During a subsequent interview, stated that he now believed that the money given to him by LOPEZ to provide to JOHN CUELLAR was for illegal purposes.

92. In response to subpoenas and court orders, JOHN CUELLAR and GARCIA were unable to provide any documents purporting to establish an attorney client relationship among one another or with LOPEZ. JOHN CUELLAR and GARCIA were also unable to provide or identify any legal documents prepared on behalf of LOPEZ.