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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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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
		TOTAL:	\$890,388	\$259,500	\$38,000

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.

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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
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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.
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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.

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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
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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]?"

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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.

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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
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27
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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
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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
TOTAL:			\$16,110

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?"

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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:

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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
		TOTAL:	\$91,090

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	
		TOTAL:	\$108,300	\$110,722

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
		TOTAL:	\$29,000	\$132,891

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
		TOTAL:	\$5,400

(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."

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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.
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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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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

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

C. USE OF WIRES

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

L.A. Grand Hotel Project			
<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.

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<u>COUNT</u>	<u>DATE</u>	<u>TRAVEL</u>	<u>SUBSEQUENT ACTS</u>
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-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]

52. Between on or about August 8, 2016, and on or about July 31, 2017, in Los Angeles County, within the Central District of California, defendants DAE YONG LEE and 940 HILL, LLC corruptly gave, offered, and agreed to give something of value to a person, intending to influence and reward Jose Luis Huizar 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, defendants LEE and 940 HILL, LLC gave, offered, and agreed to give Huizar, George Esparza, and Justin Kim \$500,000 in cash, intending to influence and reward Huizar and Esparza in connection with the 940 Hill Project, including in: (1) pressuring Labor Organization A to dismiss its appeal against the 940 Hill Project and (2) voting to deny Labor Organization A's appeal against the 940 Hill Project in the PLUM Committee.

COUNT TWENTY-SEVEN

[18 U.S.C. §§ 666(a)(1)(B), 2(a)]

[DEFENDANTS HUIZAR AND CHAN]

54. Between in or about November 2017 and in or about November 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 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, and agreed to accept from Fuer Yuan a \$100,000 campaign contribution to benefit HUIZAR Relative 1's campaign for the CD-14 seat, intending to be influenced and rewarded in connection with the Luxe Hotel Project, including in: (1) voting to approve the Luxe Hotel Project in the PLUM Committee and City Council and (2) presenting a resolution in the PLUM Committee to benefit the Luxe Hotel Project.

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]

57. Between in or about March 2018 and in or about May 2018, in Los Angeles County, within the Central District of California, defendant JOSE LUIS HUIZAR, an agent of the City of Los Angeles, 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 solicited, demanded, accepted, and agreed to accept from Businessperson A a \$25,000 contribution to PAC B, intending to be influenced and rewarded in connection with providing a City resolution to enhance the professional reputation and marketability of Businessperson A and his business.

1 COUNTS THIRTY-ONE THROUGH THIRTY-FOUR

2 [18 U.S.C. §§ 1956(a)(1)(B)(i), 2(b)]

3 [DEFENDANT HUIZAR]

4 58. On or about the following dates, in Los Angeles County,
5 within the Central District of California, and elsewhere, defendant
6 JOSE LUIS HUIZAR, knowing that the property involved in each of the
7 financial transactions described below represented the proceeds of
8 some form of unlawful activity, knowingly conducted and attempted to
9 conduct and willfully caused to be conducted, the following financial
10 transactions affecting interstate commerce, which transactions, in
11 fact, involved the proceeds of specified unlawful activity, namely,
12 bribery, in violation of California Penal Code Sections 67, 67.5, and
13 68, mail fraud, in violation of Title 18, United States Code, Section
14 1341, and wire fraud, in violation of Title 18, United States Code,
15 Section 1343, knowing that each of the transactions was designed in
16 whole and in part to conceal and disguise the nature, location,
17 source, ownership, and control of the proceeds of such specified
18 unlawful activity:

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<u>COUNT</u>	<u>DATE</u>	<u>FINANCIAL TRANSACTION</u>
20 THIRTY- 21 ONE	04/27/2017	The deposit of \$9,000 in cash into HUIZAR Relative 2's Checking Account.
22 THIRTY- 23 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.
24 THIRTY- 25 THREE	06/02/2017	The deposit of \$9,000 in cash into HUIZAR Relative 2's Checking Account.
26 THIRTY- 27 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.

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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]

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

COUNT THIRTY-EIGHT

[18 U.S.C. § 1519]

[DEFENDANTS LEE AND 940 HILL, LLC]

62. Between on or about March 18, 2019 and April 13, 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants DAE YONG LEE and 940 HILL, LLC knowingly altered, falsified, and made a false entry in records and documents with the intent to impede, obstruct, and influence the investigation and proper administration of a matter within the jurisdiction of the United States Department of Justice, and in relation to such matter. Namely, defendants LEE and 940 HILL, LLC altered, falsified, and made a false entry in 940 HILL, LLC accounting and tax records for the calendar year 2018, with the intent to impede a grand jury investigation into the matter, by: (a) falsely recording a \$500,000 payment as an expenditure incurred on December 31, 2018; and (b) falsely categorizing the \$500,000 as a legitimate business expenditure for resolving the Labor Organization A appeal. In fact, as defendants LEE and 940 HILL, LLC then knew, defendants LEE and 940 HILL, LLC made a series of payments totaling \$500,000 in 2017, and 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]

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

COUNT FORTY

[18 U.S.C. § 1001(a)(2)]

[DEFENDANT HUIZAR]

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

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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1 FORFEITURE ALLEGATION ONE

2 [18 U.S.C. § 1963]

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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1 FORFEITURE ALLEGATION TWO

2 [18 U.S.C. § 982]

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.

1 FORFEITURE ALLEGATION THREE

2 [18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

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.

1 FORFEITURE ALLEGATION FOUR

2 [18 U.S.C. § 982 and 28 U.S.C. § 2461(c)]

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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1 FORFEITURE ALLEGATION FIVE

2 [31 U.S.C. § 5317]

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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1 FORFEITURE ALLEGATION SIX

2 [26 U.S.C. § 7301 and 28 U.S.C. § 2461(c)]

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.

4
5 A TRUE BILL

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7 /S/

8 _____
Foreperson

9
10 NICOLA T. HANNA
United States Attorney

11 

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