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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,

Defendant.

CR 2:20-cr-00326-JFW

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): 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. § 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 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 general plan amendments, subsidies, incentives, public benefits,
26 scheduling agendas for the various committees, and overall approvals.

27 4. Even for projects that were not going through the City
28 approval process, City officials could benefit a project or take

1 adverse action against a project by advocating for or against the
2 project, including by pressuring or seeking to influence other City
3 officials, departments, business owners, and stakeholders.

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

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

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

22 B. RELEVANT PERSONS AND ENTITIES

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

24 8. Defendant JOSE LUIS HUIZAR was the Councilmember for
25 Council District 14 ("CD-14"), first elected in 2005, and re-elected
26 in 2007, 2011, and 2015. Defendant HUIZAR was the Chair of the PLUM
27 Committee, a body appointed by the City Council President that
28 oversaw many of the most significant commercial and residential

1 development projects in the City. Defendant HUIZAR also served on
2 the Economic Development Committee. As a public official employed by
3 the City, defendant HUIZAR owed a fiduciary duty to the City and
4 citizens of the City to perform the duties and responsibilities of
5 defendant HUIZAR's office free from bias, conflicts of interest,
6 self-enrichment, self-dealing, concealment, deceit, fraud, kickbacks,
7 and bribery.

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

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

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

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

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

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

3 15. Individual 1 was the General Manager of the LADBS until in
4 or about May 2016. In or about May 2016, Individual 1 was appointed
5 by the Mayor as the City's Deputy Mayor of Economic Development. In
6 or about July 2017, Individual 1 retired from the City and officially
7 began working with George Chiang, consulting and lobbying on behalf
8 of developers.

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

10 16. Businessperson A operated businesses in the City relating
11 to major development projects.

12 17. Developer C, owner of Company C, was a real estate owner
13 and developer who owned commercial properties in the City, including
14 a property located in CD-14, purchased in 2008 for \$9 million.
15 Developer C was planning on building a mixed-use development on the
16 property to include 14,000 square feet of commercial space and over
17 200 residential units ("Project C").

18 18. Chairman D, a Chinese national, owned Company D which,
19 according to its website, was one of the top real estate companies in
20 China with projects worldwide. Company D, through its subsidiaries,
21 acquired a property located in CD-14 in 2014, which it planned to
22 redevelop into a mixed-use development that was to include 80,000
23 square feet of commercial space, 650 residential units, and 300 hotel
24 rooms ("Project D"). Company D expected that the development would
25 be valued at several hundred million dollars.

26 19. General Manager D was the general manager of Project D
27 until he was terminated from that role in approximately January 2017.

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1 20. Chairman E was the Chairman and President of Company E, a
2 China-based real estate development company with more than \$1 billion
3 invested in projects worldwide and, according to its website, one of
4 China's top developers. Chairman E was a Chinese national and
5 billionaire. Company E, through its subsidiaries, acquired two
6 development properties in the City in 2010 and 2011, respectively,
7 including a property located in CD-14 ("Property E"). Chairman E
8 planned to redevelop Property E into the tallest tower west of the
9 Mississippi River, specifically, a 77-story skyscraper featuring a
10 mix of residential and commercial uses ("Project E").

11 21. Executive Director E was the Executive Director of Company
12 E and worked directly for Chairman E in the City.

13 22. Employee E was an employee of Company E and worked directly
14 for Chairman E and Executive Director E in the City. At Chairman E's
15 direction, Employee E was the sole representative of Holding Company
16 E, a Hong Kong company, in handling Holding Company E's funds in the
17 United States.

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

21 24. Company H and Company J were domestic real estate
22 development companies that each owned development projects located in
23 CD-14.

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

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1 26. Company M was a domestic real estate development company
2 that owned multiple development projects nationwide and located in
3 the City, including Project M located in CD-14. Project M was a
4 mixed-use development that was to include 125,000 square feet of
5 commercial retail and office floor area and approximately 475
6 live/work dwelling units. Executive M was a principal partner of
7 Company M representing Los Angeles.

8 27. Developer N owns a domestic real estate development company
9 with a major development project located in CD-14.

10 **(3) Consultants and Lobbyists**

11 28. George Chiang was a real estate broker and consultant with
12 multiple clients in CD-14. Beginning in approximately July 2017,
13 Chiang and Individual 1 formally began working together at a real
14 estate brokerage and consulting firm with an office in downtown Los
15 Angeles.

16 29. Justin Kim was a real estate appraiser and consultant for
17 real estate developers with projects in the City and a major
18 fundraiser for defendant HUIZAR.

19 30. Lobbyist B was a consultant for real estate developers with
20 projects in the City and a major fundraiser for defendant HUIZAR.
21 Lobbyist B was a principal officer of PAC A, which purported to be a
22 "general purpose" committee, but in fact was formed to primarily
23 benefit Relative A-1's campaign for the CD-14 seat. Beginning in
24 2014, Lobbyist B was a consultant hired by Company M to work on
25 Project M.

26 31. Lobbyist C was a consultant and lobbyist for real estate
27 developers with projects in the City, including Company H, and a
28 close associate of the Executive Director of Labor Organization A, an

1 unincorporated association of individuals and labor organizations
2 that included labor unions.

3 32. These Introductory Allegations are incorporated by
4 reference into each count of this Indictment.

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COUNT ONE

[18 U.S.C. § 1962(d)]

A. THE RACKETEERING ENTERPRISE

At times relevant to this Indictment:

33. Defendant HUIZAR, Esparza, Individual 1, Chiang, and others known and unknown to the Grand Jury, were members and associates of the CD-14 Enterprise, a criminal organization whose members and associates engaged in, among other things: bribery; mail and wire fraud, including through the deprivation of the honest services of City officials and employees; extortion; interstate and foreign travel in aid of racketeering; money laundering; structuring; and obstruction of justice. The CD-14 Enterprise operated within the Central District of California and elsewhere.

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

B. OBJECTIVES OF THE ENTERPRISE

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

a. enriching the members and associates of the CD-14 Enterprise through means that included: bribery; extortion; and mail and wire fraud, including through the deprivation of the honest services of City officials and employees;

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

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

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

14 C. RICO CONSPIRACY

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

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

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

6 c. indictable under Title 18, United States Code, Section
7 1951 (Extortion);

8 d. indictable under Title 18, United States Code, Section
9 1952 (Interstate and Foreign Travel in Aid of Racketeering);

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

12 f. indictable under Title 18, United States Code, Section
13 1512 (Obstruction of Justice and Witness Tampering); and

14 g. indictable under Title 31, United States Code, Section
15 5324 (Structuring Transactions to Evade Reporting Requirement).

16 37. It was a further part of the conspiracy that defendant
17 HUIZAR agreed that a conspirator would commit at least two acts of
18 racketeering activity in the conduct of the affairs of the
19 enterprise.

20 D. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE
21 ACCOMPLISHED

22 38. Defendant HUIZAR and other members and associates of the
23 CD-14 Enterprise agreed to conduct the affairs of the CD-14
24 Enterprise through the following means, among others:

25 a. In order to enrich its members and associates, the CD-
26 14 Enterprise operated a pay-to-play scheme within the City, wherein
27 public officials demanded and solicited financial benefits from
28 developers and their proxies in exchange for official acts.

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

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

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

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

25 e. In order to protect the CD-14 Enterprise and avoid
26 detection by law enforcement, the City, the public, and others,
27 members and associates of the CD-14 Enterprise engaged in the
28 following conduct: (1) lying to law enforcement in an effort to

1 impede the investigation into criminal conduct of the CD-14
2 Enterprise; (2) attempting to corruptly influence the statements of
3 others to law enforcement; and (3) using encrypted messaging
4 applications, including those utilizing a self-destructing message
5 system, to communicate about the affairs of the CD-14 Enterprise.

6 E. OVERT ACTS

7 39. In furtherance of the conspiracy and to accomplish the
8 object of the conspiracy, on or about the following dates, defendant
9 HUIZAR and others known and unknown to the Grand Jury, committed and
10 caused to be committed various overt acts within the Central District
11 of California, and elsewhere, including the following:

12 (1) Project E Bribery Scheme

13 Overt Act No. 1: In or around February 2013, Individual 1,
14 then the Interim General Manager of LADBS, introduced defendant
15 HUIZAR and Esparza to Chairman E, who owned Company E and Property E
16 (located in CD-14), and another property located in a different City
17 district.

18 **Benefits to Defendant HUIZAR at Casinos**

19 Overt Act No. 2: In March 2013, defendant HUIZAR, Esparza,
20 Chairman E, and Executive Director E traveled on a private jet to a
21 casino in Las Vegas, Nevada.

22 Overt Act Nos. 3-21: Between March 2013 and February 2017,
23 defendant HUIZAR traveled to Las Vegas casinos with Chairman E on the
24 following dates, and was offered and/or accepted benefits, including
25 flights, hotel rooms, spa services, meals, alcohol,
26 prostitution/escort services, and casino gambling chips in the
27 following approximate amounts:

Overt Act No.	Date(s)	Casino(s)	Expenses (group)	Gambling chips (HUIZAR)	Gambling chips (Esparza)
3	03/22/2013 to 03/24/2013	Casino 4	\$56,704	\$10,000	\$2,000
4	12/30/2013 to 01/02/2014	Casino 4	\$54,141	\$10,000	\$2,000
5	06/07/2014 to 06/08/2014	Casino 1/ Casino 4	\$61,635	\$10,000	\$2,000
6	06/14/2014 to 06/15/2014	Casino 1/ Casino 4	\$17,844	\$10,000	\$2,000
7	08/22/2014 to 08/25/2014	Casino 1	\$138,233	\$13,500	\$2,000
8	03/13/2015 to 03/14/2015	Casino 1	\$30,952	\$20,000	\$2,000
9	03/28/2015 to 03/30/2015	Casino 1	\$39,185	\$10,000	\$2,000
10	05/01/2015 to 05/03/2015	Casino 1	\$2,676	\$10,000	\$2,000
11	07/07/2015 to 07/08/2015	Casino 1	\$32,682	\$65,000	\$2,000
12	10/28/2015 to 10/30/2015	Casino 2	\$96,681	\$10,000	\$2,000
13	12/11/2015 to 12/13/2015	Casino 3	\$35,974	\$10,000	\$2,000
14	02/12/2016 to 02/13/2016	Casino 2	\$60,798	\$10,000	\$2,000
15	02/26/2016 to 02/28/2016	Casino 3	\$40,095	\$10,000	\$2,000
16	04/30/2016 to 05/02/2016	Casino 1/ Casino 2	\$127,256	\$10,000	\$2,000
17	05/05/2016 to 05/07/2016	Casino 1/ Casino 3	\$16,475	\$10,000	\$2,000

Overt Act No.	Date(s)	Casino(s)	Expenses (group)	Gambling chips (HUIZAR)	Gambling chips (Esparza)
18	05/13/2016 to 05/16/2016	Casino 1	\$649	\$10,000	\$2,000
19	07/14/2016 to 07/17/2016	Casino 3	\$1,123	\$10,000	\$2,000
20	08/05/2016 to 08/07/2016	Casino 2	\$60,463	\$11,000	\$2,000
21	02/04/2017 to 02/06/2017	Casino 2/ Casino 3	\$16,822	\$10,000	\$2,000
		TOTAL:	\$890,388	\$259,500	\$38,000

Defendant HUIZAR Helps Save Individual 1's Job and then Receives \$600,000 to Settle Defendant HUIZAR's Sexual Harassment Lawsuit During His Reelection Campaign

Overt Act No. 22: On October 7, 2013, Individual 1 e-mailed defendant HUIZAR "talking points" regarding an upcoming motion to prevent the consolidation of the Planning Department and the LADBS, which would cost Individual 1's powerful position as Interim General Manager of LADBS.

Overt Act No. 23: On October 8, 2013, at Individual 1's request, defendant HUIZAR presented an amended motion and spoke in favor of preventing the consolidation of the two departments, and Individual 1 expressed his gratitude to defendant HUIZAR in a text message: "You are such an eloquent speaker! UNBELIEVABLE! Please accept my deepest, most sincere gratitude. Believe me or not, I have [t]ears in my eyes! I am actually crying! Thank you, thank you, thank you!".

Overt Act No. 24: On October 17, 2013, defendant HUIZAR and Individual 1 discussed the sexual harassment lawsuit filed against

1 defendant HUIZAR, and traded text messages about how Individual 1
2 would facilitate Chairman E's assistance with the lawsuit.
3 Specifically, Individual 1 wrote: "The chairman [E] asks if there is
4 anything that he can help."

5 Overt Act No. 25: On October 18, 2013, Individual 1
6 coordinated a meeting between defendant HUIZAR and Chairman E to
7 discuss Chairman E's financial help regarding the lawsuit.

8 Overt Act No. 26: On November 5, 2013, Individual 1 e-mailed
9 defendant HUIZAR a motion to present regarding the proposed
10 consolidation of the City departments, and wrote to defendant HUIZAR
11 in a text message: "I heard that the item (motion) may go consent
12 this morning at council. If it goes consent, then I guess we do not
13 need to do the amendment. If it is called special, then can you
14 please introduce the amendment? Please advise."

15 Overt Act No. 27: On November 6, 2013, defendant HUIZAR
16 forwarded the motion and e-mail from Individual 1 to another public
17 official, writing: "Don't mention I got this from [Individual 1].
18 Please print and have ready for me to submit to council today on this
19 item."

20 Overt Act No. 28: On December 19, 2013, Individual 1 forwarded
21 by e-mail, a "HUIZAR Re-Election Campaign - Donation Form" to
22 Chairman E, who was a foreign national prohibited from contributing
23 to a U.S. election.

24 Overt Act No. 29: On June 14, 2014, Individual 1 sent a text
25 message to defendant HUIZAR, writing: "I'll confirm the Vegas trip
26 with [Chairman E] and report back to you."
27
28

1 Overt Act No. 30: On July 18, 2014, Individual 1, via text
2 message, continued coordinating discussions between defendant HUIZAR
3 and Chairman E regarding the settlement funds.

4 Overt Act No. 31: In or around August 2014, defendant HUIZAR,
5 Esparza, and Executive Director E communicated by e-mail with
6 Attorney E, who was retained by Executive Director E to draft and
7 execute the necessary paperwork to effectuate the financial
8 transactions transferring funds to defendant HUIZAR.

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

16 Overt Act No. 33: On August 20, 2014, Individual 1 and
17 defendant HUIZAR, via text messages, discussed coordinating meetings
18 with Chairman E to discuss the settlement funds.

19 Overt Act No. 34: On or about August 22, 2014, defendant
20 HUIZAR executed a Promissory Note with Holding Company E, wherein
21 Holding Company E agreed to wire \$600,000 to defendant HUIZAR. The
22 Promissory Note provided that the principal and all accrued interest
23 would be due and payable as one “balloon payment of \$800,000” no
24 later than August 22, 2020.

25 Overt Act No. 35: On August 25, 2014, Individual 1 reached out
26 to defendant HUIZAR by text message regarding settlement fund
27 discussions.

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

9 Overt Act No. 37: On September 15, 2014, defendant HUIZAR
10 instructed Individual 1: "hold off on asking chairman [E]. George
11 [Esparza] told me that [Executive Director E] was frustrated that we
12 keep asking him. [Executive Director E] said that chairman [E] will
13 call china tonight. Lets wait til tomorrow to see what happens."

14 Overt Act No. 38: On September 17, 2014, defendant HUIZAR and
15 Chairman E caused Bank 1 to open a Certificate of Deposit account
16 under Holding Company E ("the CD Account"), listing defendant HUIZAR
17 and Holding Company E as "owner," and listing Employee E as the
18 authorized signor.

19 Overt Act No. 39: On September 19, 2014, Individual 1 wrote to
20 defendant HUIZAR: "Everything good sir?" Defendant HUIZAR confirmed:
21 "Yes" and "Thank u."

22 Overt Act No. 40: Before on or about September 22, 2014,
23 Chairman E caused \$600,000 to be wired from a bank account in Hong
24 Kong to an Interest on Lawyer Trust Account at a bank in Arcadia,
25 California, and subsequently caused a check to be issued from that
26 account to Holding Company E for \$600,000.

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1 Overt Act No. 41: On September 22, 2014, Chairman E caused
2 Holding Company E to deposit the \$600,000 check into the CD Account
3 as a Certificate of Deposit.

4 Overt Act No. 42: On September 23, 2014, defendant HUIZAR
5 caused Bank 1 to issue a loan to defendant HUIZAR for \$570,000, using
6 the \$600,000 in the CD Account provided by Chairman E as collateral
7 for the loan. The loan provided for 60 monthly payments, with the
8 total amount to be repaid as \$656,687.47, and the first interest
9 payment due on October 23, 2014.

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

15 Overt Act No. 44: On December 4, 2014, Employee E forwarded an
16 e-mail containing a request from Bank 1 sent to Employee E and
17 defendant HUIZAR regarding the loan to Executive Director E and
18 another Company E employee.

19 Overt Act No. 45: On December 4, 2014, defendant HUIZAR sent a
20 text message to Esparza, writing: "Tell [Executive Director E] that
21 [Employee E] needs to send address of foreign company to [Bank 1]. I
22 got notice today that they have been asking her for it and if they
23 don't get it, it will instigate an audit and we don't want that. Have
24 her send address tomorrow."

25 Overt Act No. 46: On May 10, 2016, defendant HUIZAR forwarded
26 an e-mail request from Bank 1 regarding paperwork for the loan to
27 Chairman E, via Esparza and Executive Director E.

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1 Overt Act No. 47: 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 Chairman E provided to Bank 1 to
5 be applied to the remaining balance defendant HUIZAR owed on the
6 loan.

7 **Requests to Defendant HUIZAR**

8 Overt Act No. 48: On May 17, 2013, Chairman E caused an
9 employee of Company E to e-mail Esparza requesting a "favor" from
10 defendant HUIZAR relating to a visa application for another Company E
11 employee.

12 Overt Act No. 49: In 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 Company E.

16 Overt Act No. 50: On June 4, 2013, Chairman E sent an e-mail
17 to defendant HUIZAR, enlisting his help regarding Chairman E's son's
18 admission to a Southern California university, writing: "I would be
19 grateful if you could do me a favor to help contact with [the school]
20 about my son's [application] status." Thereafter, defendant HUIZAR
21 facilitated a meeting between Chairman E's son and a high-ranking
22 school official.

23 Overt Act No. 51: On July 13, 2013, Company E, through a
24 Company E employee, asked via e-mail for defendant HUIZAR to arrange
25 a meeting with the head of a labor union, which had a dispute related
26 to Property E.

27 Overt Act No. 52: On September 27, 2013, as part of Chairman
28 E's ongoing effort to enlist defendant HUIZAR's help to negotiate and

1 resolve a parking lot dispute with the owners of a plot of land
2 adjacent to Property E, defendant HUIZAR and Individual 1 discussed
3 scheduling meetings via text messages.

4 Overt Act No. 53: In April 2014, to benefit Chairman E's
5 reputation in the business community, defendant HUIZAR introduced and
6 signed a resolution before the City Council recognizing Chairman E
7 for his achievements and contributions to the economy of CD-14, which
8 the City Council signed and adopted.

9 Overt Act No. 54: On June 27, 2017, at defendant HUIZAR's
10 direction, Esparza put a Company E employee in touch with a CD-14
11 staff member to discuss and facilitate resolving union issues at
12 Chairman E's two hotels in Los Angeles.

13 Overt Act No. 55: On March 10, 2016, Chairman E sent an e-mail
14 to Executive Director E regarding the "land-use planning" for
15 Property E and the engagement of a consulting firm for Project E.

16 Overt Act No. 56: On July 24, 2016, Executive Director E
17 discussed the expansion project in a text message conversation with a
18 consultant. After the consultant asked whether they were "supposed
19 to get together with the Chairman [E] on Thursday and go over the
20 expansion of two hotels," Executive Director E responded: "Chairman
21 [E] wants a conference call with you and [Individual 1] on Monday."

22 Overt Act No. 57: On August 4, 2016, defendant HUIZAR,
23 Individual 1, and Chairman E met with senior officials from the
24 Planning Department, senior CD-14 staff members, and members of
25 Chairman E's team to discuss the expansion of Property E, including
26 Chairman E's interest in pursuing Transient Occupancy Tax rebates,
27 Transfer of Floor Area Rights ("TFAR"), and other incentives from the
28 City.

1 Overt Act No. 58: In or around August 2016, on a private jet
2 flight back from Las Vegas, Chairman E requested defendant HUIZAR's
3 assistance in hiring a consultant on Project E, and defendant HUIZAR
4 agreed to help.

5 Overt Act No. 59: On August 15, 2016, Esparza texted defendant
6 HUIZAR regarding Project E: "Reminder boss to decide what land use
7 expeditors you want to recommend to the Chairman [E]."

8 Overt Act No. 60: On October 19, 2016, Executive Director E
9 forwarded an e-mail and attachment prepared by Chairman E to
10 defendant HUIZAR regarding Project E. The attachment was a draft
11 letter from defendant HUIZAR to Chairman E on defendant HUIZAR's
12 official letterhead, referencing Chairman E's "application for the
13 Los Angeles Highest Building Project [Project E]" and a recent
14 meeting attended by defendant HUIZAR, Individual 1, and other City
15 officials regarding Project E.

16 Overt Act No. 61: On October 20, 2016, defendant HUIZAR signed
17 the official letter after revising it to remove the reference to
18 Individual 1 and noting: "The proposed project may result in one of
19 the largest buildings in the City of Los Angeles." At defendant
20 HUIZAR's direction, Esparza then sent the letter by e-mail to
21 Chairman E.

22 Overt Act No. 62: On December 16, 2016, Esparza forwarded an
23 e-mail to defendant HUIZAR from City Staffer A-2, listing a number of
24 consultants, writing: "Hi Boss, Here is the list of land use
25 consultants per [City Staffer A-2]'s past recommendations. Chairman
26 [E] would like us to schedule interviews on Monday."

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1 Overt Act No. 63: On December 19, 2016, defendant HUIZAR sent
2 the list of consultants to Executive Director E by e-mail, who then
3 forwarded the list to Chairman E by e-mail.

4 Overt Act No. 64: On May 9, 2017, in a telephone call, Esparza
5 and Executive Director E discussed the financial relationship between
6 Chairman E and defendant HUIZAR. Specifically, Executive Director E
7 stated that Chairman E expected to lay out "everything in front of"
8 defendant HUIZAR at an upcoming trip to Cabo San Lucas, which
9 referred to the assistance Chairman E expected from defendant HUIZAR
10 on Project E. Executive Director E stated that "otherwise Chairman
11 [E] [will] ask [defendant HUIZAR] to ... pay back that \$600,000
12 already." Esparza stated that defendant HUIZAR is "not going to do
13 that either," referring to paying back the \$600,000. Executive
14 Director E then responded: "Chairman [E] will push him."

15 Overt Act No. 65: On May 9, 2017, in a telephone call between
16 Esparza and another CD-14 staffer, Esparza stated: "Chairman [E]
17 should have all the leverage in the world [be]cause of what
18 [defendant HUIZAR] owes [Chairman E]."

19 Overt Act No. 66: On June 11, 2018, Company E filed an
20 application with the Planning Department to expand and redevelop
21 Property E, which included, among other things, a request for a TFAR
22 entitlement, which would need approval in the PLUM Committee and City
23 Council.

24 Overt Act No. 67: In or around August 2018, Chairman E paid
25 for a trip for defendant HUIZAR to a golf resort in Northern
26 California, including private jet round trip transportation,
27 accommodations, meals, and other costs. During the trip, Chairman E
28 agreed to support Relative A-1's campaign for the CD-14 seat,

1 including by hosting a fundraiser in November 2018 and pledging to
2 raise or contribute \$50,000 to benefit the campaign.

3 Overt Act No. 68: On September 4, 2018, during a conversation
4 at Chiang's and Individual 1's office, Individual 1 and Chiang
5 discussed fundraising for Relative A-1's campaign, including the
6 contemplated \$50,000 contribution by Chairman E. Individual 1 stated
7 that defendant HUIZAR and Relative A-1 have "both Chairmen,"
8 referring to the fact that both Chairman E and Chairman D had
9 committed to financially support Relative A-1's election campaign.

10 Overt Act No. 69: On September 24, 2018, defendant HUIZAR met
11 with Businessperson A, who was then working at the direction of the
12 FBI, at a restaurant in Los Angeles. During the meeting, defendant
13 HUIZAR told Businessperson A that Chairman E was going to host a
14 fundraising event for Relative A-1 at one of Chairman E's hotels on
15 November 9, 2018, with the goal of raising \$100,000.

16 **(2) Project C Bribery Scheme**

17 Overt Act No. 70: On August 8, 2016, after Labor Organization
18 A filed an appeal that prevented Project C from progressing through
19 the City approval process, Developer C asked Kim to obtain defendant
20 HUIZAR's assistance in dealing with the appeal, which could
21 ultimately reach the PLUM Committee, which defendant HUIZAR chaired.

22 Overt Act No. 71: On August 9, 2016, Developer C sent a copy
23 of the appeal to Kim by e-mail, which Kim then forwarded to Esparza
24 by e-mail.

25 Overt Act No. 72: On September 1, 2016, defendant HUIZAR
26 received a written brief from City Staffer A-2 regarding Project C,
27 which noted that "Justin Kim will be requesting your support in
28

1 denying the appeal," and that a certain component of the appeal would
2 reach the PLUM Committee and City Council.

3 Overt Act No. 73: On September 1, 2016, Esparza, Kim, and
4 defendant HUIZAR had dinner together and then visited a Korean
5 karaoke establishment, where Kim asked defendant HUIZAR for
6 assistance with the appeal on Project C, and defendant HUIZAR agreed
7 to help. Kim then called Developer C and asked him to join the group
8 at karaoke, which Developer C did.

9 Overt Act No. 74: On September 2, 2016, Esparza and Kim met
10 for lunch in Los Angeles. At defendant HUIZAR's direction, Esparza
11 expressed to Kim that defendant HUIZAR would not help Project C for
12 free and that defendant HUIZAR would require a financial benefit in
13 exchange for his help ensuring Project C moved forward through the
14 City approval process.

15 Overt Act No. 75: On September 3, 2016, Kim and Developer C
16 met at a bowling alley in Little Tokyo, where Kim conveyed to
17 Developer C the message from defendant HUIZAR and Esparza, namely,
18 that defendant HUIZAR's assistance on Project C would require that
19 defendant HUIZAR receive a financial benefit.

20 Overt Act No. 76: On January 17, 2017, defendant HUIZAR,
21 Esparza, Kim, and Developer C's business associates met at defendant
22 HUIZAR's City Hall office to discuss, among other things, Project C.
23 During a private meeting that included only defendant HUIZAR,
24 Esparza, and Kim, Kim again asked defendant HUIZAR for assistance
25 with the appeal, and defendant HUIZAR responded that he could help.
26 Defendant HUIZAR also stated that defendant HUIZAR wanted Kim to be a
27 major supporter when Relative A-1 ran for the CD-14 seat.

28

1 Overt Act No. 77: In or around January 2017, at the direction
2 of defendant HUIZAR, Esparza obtained information indicating that
3 resolving the appeal on Project C would save Developer C an estimated
4 \$30 million on development costs.

5 Overt Act No. 78: On January 19, 2017, defendant HUIZAR and
6 Esparza discussed asking Developer C for \$ 1.2 million to resolve the
7 Labor Organization A appeal, with \$500,000 to be paid to defendant
8 HUIZAR, \$500,000 to be paid to Kim, and \$200,000 to be paid to
9 Esparza.

10 Overt Act No. 79: In or around January 2017, based on his
11 conversations with defendant HUIZAR and Lobbyist C, Esparza told Kim
12 that it would cost approximately \$1.2 million to \$1.4 million to
13 convince defendant HUIZAR to resolve the appeal and allow Project C
14 to move forward in the City approval process.

15 Overt Act No. 80: Between February 2, 2017 and February 10,
16 2017, Esparza had individual text message conversations with
17 defendant HUIZAR and Kim, discussing the negotiation of the bribe
18 payment and the amount of the bribe payment from Developer C to
19 defendant HUIZAR.

20 Overt Act No. 81: In approximately February 2017, Esparza and
21 Kim had discussions regarding the negotiation of the bribe amount.
22 Kim conveyed a counteroffer of \$500,000 cash from Developer C for
23 defendant HUIZAR. Esparza then conveyed this counteroffer to
24 defendant HUIZAR, stating specifically that defendant HUIZAR would
25 obtain \$300,000 total and Kim would receive \$200,000 total for
26 facilitating the bribery scheme.

27 Overt Act No. 82: In approximately February 2017, Esparza and
28 defendant HUIZAR discussed the appeal, and defendant HUIZAR

1 instructed Esparza to speak to Lobbyist C, a close associate of the
2 Executive Director of Labor Organization A.

3 Overt Act No. 83: On February 14, 2017, Esparza had a text
4 message conversation with Lobbyist C about setting up a private
5 meeting between Lobbyist C and defendant HUIZAR. Specifically,
6 Esparza wrote: "My boss [defendant HUIZAR] asked if you guys can have
7 a one on one on Tuesday at 830am?... Just you and the Councilman."

8 Overt Act No. 84: On February 21, 2017, defendant HUIZAR and
9 Esparza discussed the appeal, and defendant HUIZAR stated that he
10 would talk to Lobbyist C to encourage Labor Organization A to
11 withdraw the appeal. Defendant HUIZAR also told Esparza that the
12 appeal could be denied in the PLUM Committee. Esparza then
13 documented this conversation via notes on his phone.

14 Overt Act No. 85: In approximately February 2017, defendant
15 HUIZAR discussed the appeal with Lobbyist C, and conveyed that
16 defendant HUIZAR would oppose the appeal in the PLUM committee.
17 Lobbyist C agreed to discuss the issue with the Executive Director of
18 Labor Organization A.

19 Overt Act No. 86: On February 22, 2017, Esparza had a text
20 message conversation with Lobbyist C about a private meeting at
21 defendant HUIZAR's request. Specifically, Esparza wrote: "I still
22 need to talk to you one on one per my bosses [defendant HUIZAR]
23 request."

24 Overt Act No. 87: On March 1, 2017, Esparza had a text message
25 conversation with Lobbyist C about the status of the appeal.

26 Overt Act No. 88: On March 3, 2017, Lobbyist C sent Esparza a
27 text message regarding the appeal on Project C, writing: "Appeal
28

1 dropped today." Esparza then informed Kim that defendant HUIZAR had
2 held up his end of the bargain and helped resolve the appeal.

3 Overt Act No. 89: In early March 2017, Kim informed Developer
4 C that defendant HUIZAR held up his end of the agreement and helped
5 resolve the appeal.

6 Overt Act No. 90: On March 14, 2017, Kim met with Developer C
7 at Developer C's office in Los Angeles and received cash from
8 Developer C, which was intended to be a bribe Developer C agreed to
9 pay for defendant HUIZAR's assistance in resolving the appeal.

10 Overt Act No. 91: On March 14, 2017, Esparza sent a text
11 message to Kim that asked: "Address again please." Kim provided the
12 address for Developer C's office, which Esparza entered into his Waze
13 application. Esparza then texted Kim: "I'm on the corner. Wait for u
14 in my car."

15 Overt Act No. 92: On March 14, 2017, Kim met with Esparza in a
16 car outside Developer C's office and gave Esparza cash to deliver to
17 defendant HUIZAR, but Kim kept some cash for himself for facilitating
18 the bribe payment.

19 Overt Act No. 93: On March 14, 2017, Esparza sent a text
20 message to defendant HUIZAR, asking: "Are you home?" Defendant
21 HUIZAR responded: "Yes." Esparza then wrote: "Can I stop by? Just
22 finished meeting with Justin [Kim]."

23 Overt Act No. 94: On March 14, 2017, defendant HUIZAR and
24 Esparza met at defendant HUIZAR's residence. Esparza told defendant
25 HUIZAR that Developer C had provided \$400,000 in cash, and that
26 Developer C would provide the remaining \$100,000 later. Esparza
27 stated that Kim had provided \$200,000 of that cash to Esparza. At
28 the meeting, Esparza showed defendant HUIZAR a liquor box filled with

1 cash. Defendant HUIZAR told Esparza to hold on to and hide the money
2 at Esparza's residence until defendant HUIZAR asked for it.

3 Defendant HUIZAR told Esparza that Esparza could have \$100,000 of the
4 \$300,000 total amount defendant HUIZAR expected to receive from
5 Developer C, meaning defendant HUIZAR's share of the bribe was
6 \$200,000.

7 Overt Act No. 95: In or around July 2017, Developer C met with
8 Kim at Developer C's office in Los Angeles and, intending it to be a
9 bribe to defendant HUIZAR, provided Kim with an additional \$100,000
10 in cash, which Kim kept for himself.

11 Overt Act No. 96: On December 28, 2017, defendant HUIZAR and
12 Esparza met at City Hall and, in defendant HUIZAR's private bathroom,
13 discussed various topics, including Esparza's interviews with the FBI
14 and the cash bribe Esparza was holding for defendant HUIZAR.
15 Specifically, during that conversation, defendant HUIZAR stated: "I
16 have a lot of expenses now that [Relative A-1]'s running. [Relative
17 A-1] is not going to be working anymore.... Um, that is mine, right?
18 ... That is mine." Esparza affirmed the \$200,000 cash bribe money
19 was defendant HUIZAR's. Defendant HUIZAR and Esparza agreed to wait
20 until April 1, 2018, for Esparza to provide the \$200,000 cash owed to
21 defendant HUIZAR, to allow some cooling off after Esparza's
22 interviews with the FBI in hopes that it would decrease the
23 likelihood of law enforcement discovering the cash.

24 Overt Act No. 97: In or around April 2018, defendant HUIZAR
25 and Esparza communicated by telephone and agreed to postpone their
26 meeting to deliver defendant HUIZAR's \$200,000 in bribery cash to
27 October 1, 2018.

28

1 Overt Act No. 98: On September 30, 2018, as part of a series
2 of unanswered text messages he sent to Esparza regarding the expected
3 delivery of defendant HUIZAR's cash bribe, defendant HUIZAR wrote:
4 "Hey George. Tomorrow is October first. When we gonna meet?"

5 Overt Act No. 99: On October 4, 2018, defendant HUIZAR wrote
6 to Esparza: "Hey George. So we gonna meet up like u said we would
7 after October?"

8 Overt Act No. 100: On October 5, 2018, defendant HUIZAR and
9 Kim met at a hotel in Pasadena, where defendant HUIZAR asked Kim to
10 turn off his phone to ensure their meeting was not recorded.
11 Defendant HUIZAR stated that he had not gotten his share and held up
12 two fingers, referring to the \$200,000, which was defendant HUIZAR's
13 share of the bribe payment from Developer C in exchange for defendant
14 HUIZAR's help with the appeal, because Esparza was still holding on
15 to the cash.

16 Overt Act No. 101: On October 14, 2018, defendant HUIZAR sent a
17 text message to Esparza, writing: "George. I've been trying to
18 connect with you. We have a meeting that was supposed to occur on
19 October 1."

20 Overt Act No. 102: On October 20, 2018, defendant HUIZAR wrote
21 to Esparza via text message: "George. I've been trying to reach u.
22 When are we going to meet and square up?"

23 Overt Act No. 103: On October 22, 2018, defendant HUIZAR wrote
24 to Esparza via text message: "Sounds like u don't ever want to meet
25 and face up to your commitment to meet on October 1 and u are using
26 other pretexts as to why u don't want to meet. You are using excuses
27 as for the real reason u don't want to meet and u know it. U told me
28 October. Now What? Each time comes up and u don't want to meet at

1 all? U want it all and that's the real reason why you don't want to
2 meet and are using all kind of excuses. One more time, when are we
3 going to meet?"

4 (3) Project D Bribery Scheme

5 **Early Corrupt Relationship with Company D**

6 Overt Act No. 104: On March 24, 2014, Individual 1 facilitated
7 the introduction of defendant HUIZAR to Company D and Chairman D via
8 an e-mail to Esparza.

9 Overt Act No. 105: On August 21, 2014, Employee D sent an e-
10 mail to defendant HUIZAR and General Manager D requesting defendant
11 HUIZAR's assistance regarding an American Disabilities Act ("ADA")
12 compliance issue at one of Company D's hotels in the City.

13 Overt Act No. 106: On August 26, 2014, Employee D sent an e-
14 mail to defendant HUIZAR, a CD-14 staffer, and General Manager D that
15 stated: "I just got a call from Building and Safety Department of LA
16 City, and a meeting with them is confirmed tomorrow morning to
17 discuss about our ADA challenge. Thanks so much again for JOSE
18 [HUIZAR] and you for helping us with this."

19 Overt Act No. 107: On August 27, 2014, Individual 1 confirmed
20 to defendant HUIZAR that he helped resolve the ADA issue for Company
21 D, writing in a text message: "I took care of the disabled access
22 issue for the [Company D] Hotel already. I told them that you asked
23 me to help. They were very appreciative."

24 Overt Act No. 108: On September 19, 2014, Employee D sent three
25 Katy Perry concert tickets valued at approximately \$1,000 total for
26 defendant HUIZAR and his family, by e-mail to Esparza, which Esparza
27 then forwarded to defendant HUIZAR.

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1 Overt Act No. 109: On November 4, 2014, Individual 1 sent a
2 text message to defendant HUIZAR, writing: "I will be having dinner
3 with chairman [D] tonight. I also knew that you will have dinner with
4 him Thursday. I just want to touch base with you as to what George
5 Chiang and I should tell him."

6 Overt Act No. 110: On November 4, 2014, Chiang sent an e-mail
7 to Esparza with the subject line "HUIZAR Fundraising," writing: "Can
8 you get me in touch with [HUIZAR]? [Individual 1] and I had dinner
9 with [Company D] last night regarding pledging their support so I
10 want to discuss this to prepare the Councilman's dinner with them
11 this Thursday."

12 Overt Act No. 111: On November 26, 2014, defendant HUIZAR,
13 Esparza, Chiang, Chairman D, and Relative A-1 met over dinner at
14 Property D, where defendant HUIZAR and Chairman D discussed Company
15 D's support for defendant HUIZAR and defendant HUIZAR's support for
16 Project D.

17 Overt Act No. 112: On September 7, 2015, Individual 1, in his
18 capacity as the then General Manager of LADBS, communicated with
19 defendant HUIZAR and Chiang via group text message regarding
20 organizing meetings with various City departments to help Project D,
21 writing "please stress that this will be a standing biweekly meeting
22 until the TFAR matter is determined. Please let me know if there is
23 anything that I can be is assistance."

24 Overt Act No. 113: On September 8, 2015, Chiang sent a group
25 text message to defendant HUIZAR and Individual 1, writing: "Dear
26 JOSE [HUIZAR] and [Individual 1], thank you for making this
27 arrangement possible. As the clock ticks, the chairman [D] is
28 beginning to feel weary about our progress. I just need to make sure

1 that he sees the light at the end of the tunnel. Once again, thank
2 you both for all of your support hopefully I can bring some good news
3 within the near future. Like always, please let me know if I can be
4 helpful."

5 Overt Act No. 114: In or around 2015 or 2016, defendant HUIZAR,
6 through Esparza, asked Chiang to have Company D set up a monthly
7 retainer with Law Firm A, from which Relative A-1 received bi-weekly
8 paychecks of approximately \$2,500.

9 Overt Act No. 115: In approximately 2016, at a meeting that
10 included defendant HUIZAR, Chiang, and Chairman D, defendant HUIZAR
11 asked Chiang to relay to Chairman D that: (1) there was no need to
12 involve the City's Mayor in the approval process of Project D because
13 defendant HUIZAR was the one in control of the PLUM committee; (2)
14 the City's Mayor could not provide help to Chairman D because it was
15 defendant HUIZAR who drove the project; and (3) as far as the success
16 of Project D was concerned, Chairman D did not need anyone else in
17 the City but defendant HUIZAR.

18 Overt Act No. 116: On or around September 28, 2016, at
19 defendant HUIZAR's request, Company D made a contribution of \$25,000
20 to a homelessness initiative.

21 **Consulting Fees in Exchange for Official Acts**

22 Overt Act No. 117: On November 11, 2015, defendant HUIZAR,
23 Chiang, Esparza, Chairman D, and General Manager D met over dinner at
24 a restaurant in Arcadia, California. Defendant HUIZAR and Chairman D
25 discussed defendant HUIZAR's support for Project D. In the same
26 conversation, defendant HUIZAR asked Chairman D to hire one of
27 defendant HUIZAR's associates, who later turned out to be HUIZAR
28

1 Associate 1, on Project D. Chairman D told defendant HUIZAR to
2 discuss the details with General Manager D.

3 Overt Act No. 118: On November 16, 2015, Chiang sent an e-mail
4 to Esparza, copying General Manager D, confirming the new agreement
5 between defendant HUIZAR and Chairman D. Chiang stated: "Now with a
6 common consensus in place for [Project D], we would like to roll this
7 project full speed ahead. Therefore, I would like to request the
8 biweekly standing meeting to restart.... From this point on, we would
9 like to communicate all aspects of our project with your [CD-14]
10 office FIRST prior to any other offices in the city family....
11 [P]lease be ready to coordinate with Mayor's office, Planning
12 Department, and all other related parties so we can drive on a
13 singular track."

14 Overt Act No. 119: On December 2, 2015, defendant HUIZAR sent a
15 text message to Chiang regarding the status of Chairman D's agreement
16 to hire HUIZAR Associate 1, writing: "Any response from chairman
17 [D]?"

18 Overt Act No. 120: On December 8, 2015, defendant HUIZAR and
19 Chiang had a conversation via text message regarding the response
20 from Chairman D. Chiang wrote: "Hi Councilman [HUIZAR], let me know
21 when you have time to chat really quick." Defendant HUIZAR
22 responded: "On phone or in person?" Chiang responded: "Better in
23 person just need ... no more than 15 min."

24 Overt Act No. 121: On December 8, 2015, defendant HUIZAR and
25 Chiang met in person at a coffee shop in Los Angeles to discuss a
26 consulting agreement to pay HUIZAR Associate 1. Chiang told
27 defendant HUIZAR that General Manager D would work with defendant
28 HUIZAR on retaining HUIZAR Associate 1. Defendant HUIZAR informed

1 Chiang that Relative A-1 would be involved with getting the retainer
2 consummated.

3 Overt Act No. 122: Between December 8, 2015 and December 16,
4 2015, at a meeting at the site of Project D, General Manager D asked
5 Chiang if Chiang's consulting firm would hire HUIZAR Associate 1 if,
6 in return, Company D would increase the retainer with the firm to
7 cover that cost, which Chiang declined.

8 Overt Act No. 123: On December 13, 2015, at General Manager D's
9 direction, Chairman D's relative traveled from Vancouver, Canada to
10 Los Angeles, California to discuss the arrangement whereby Chairman
11 D's relative would pay HUIZAR Associate 1 for purported real estate
12 advice from Relative A-1.

13 Overt Act No. 124: On or about December 16, 2015, defendant
14 HUIZAR caused Relative A-1 to meet with Chairman D's relative to
15 discuss an arrangement whereby Chairman D's relative's company would
16 pay a company affiliated with HUIZAR Associate 1, purportedly for
17 real estate advice.

18 Overt Act No. 125: On April 11, 2016, defendant HUIZAR sent a
19 text message to Chiang, writing: "How is [Relative A-1] agreement
20 going? Has everything been set up with [HUIZAR Associate 1]?"

21 Overt Act No. 126: On April 19, 2016, defendant HUIZAR sent a
22 text message to Chiang, stating that defendant HUIZAR "would like to
23 briefly speak with [General Manager D]" about an "[u]pdate on some of
24 my meetings with [Relative A-1]." Chiang responded: "Let me call
25 [General Manager D] right now and get back to you."

26 Overt Act No. 127: On April 20, 2016, defendant HUIZAR and
27 General Manager D met at a restaurant in Los Angeles to discuss the
28

1 arrangement whereby Chairman D's relative would provide a retainer
2 payment to HUIZAR Associate 1.

3 Overt Act No. 128: On April 26, 2016, defendant HUIZAR sent a
4 text message to Chiang and asked: "Everything good?" Chiang
5 responded: "Yes sir!" Defendant HUIZAR subsequently answered: "Cool.
6 The more I think about our project, the more I get excited about it.
7 Let's meet every two weeks or so to see how things are going.... I
8 think it'll be great!"

9 Overt Act No. 129: In May 2016, Company A and Chairman D's
10 relative's company executed an agreement whereby Company A would
11 purportedly "provide marketing analysis for Real Estate and Land
12 Development Opportunities in the Greater Southern California Area in
13 the total amount of \$11,000.00 per month for services rendered." In
14 reality, Chiang prepared the monthly marketing analysis reports and
15 delivered them to defendant HUIZAR, who then provided them to HUIZAR
16 Associate 1, who collected the \$11,000 monthly retainer. Defendant
17 HUIZAR, Chiang, Chairman D, and General Manager D understood that the
18 monthly retainer payments were intended to be and were indirect bribe
19 payments to defendant HUIZAR in exchange for defendant HUIZAR's
20 official acts to benefit Project D.

21 Overt Act No. 130: On May 31, 2016, defendant HUIZAR and Chiang
22 had a conversation via text message regarding defendant HUIZAR
23 obtaining the monthly reports purportedly prepared by Company A (but
24 in fact prepared by Chiang) pursuant to the consulting agreement with
25 Chairman D's relative regarding real estate and land development
26 opportunities.

1 **Real Estate Report #1**

2 Overt Act No. 131: On May 31, 2016, Chiang delivered to
3 defendant HUIZAR his first real estate report that they intended
4 would be passed off as being created by Company A pursuant to its
5 \$11,000 per month consulting agreement with Chairman D's relative.

6 Overt Act No. 132: Between May 31, 2016 and June 8, 2016,
7 defendant HUIZAR met with HUIZAR Associate 1 and delivered the first
8 real estate report he received from Chiang.

9 Overt Act No. 133: On June 8, 2016, HUIZAR Associate 1 caused
10 his employee to send an e-mail to Chairman D's relative transmitting
11 the first report and invoice for May 2016.

12 Overt Act No. 134: On June 15, 2016, pursuant to the consulting
13 agreement, Chairman D's relative sent a wire payment of \$11,000 to
14 Company A, to a Union Bank account.

15 Overt Act No. 135: On June 27, 2016, Company A issued \$11,000
16 in three checks from the Union Bank account, in the following
17 amounts: (1) \$5,000 to a company controlled by HUIZAR Associate 1;
18 (2) \$5,000 to HUIZAR Associate 1; and (3) \$1,000 to HUIZAR Associate
19 1's relative.

20 **Real Estate Report #2**

21 Overt Act No. 136: On July 1, 2016, Chiang met with defendant
22 HUIZAR at a coffee shop in Los Angeles, where Chiang delivered his
23 second real estate report.

24 Overt Act No. 137: On July 14, 2016, defendant HUIZAR met with
25 HUIZAR Associate 1 and delivered the second real estate report he
26 received from Chiang.

1 Overt Act No. 138: On July 14, 2016, HUIZAR Associate 1 caused
2 his employee to send an e-mail to Chairman D's relative transmitting
3 the second report and invoice for June 2016.

4 Overt Act No. 139: On July 19, 2016, pursuant to the consulting
5 agreement, Chairman D's relative sent a wire payment of \$11,000 to
6 Company A, to the Union Bank account.

7 Overt Act No. 140: On July 26, 2016, Company A issued \$10,000
8 in two checks of \$5,000 each from the Union Bank account, to HUIZAR
9 Associate 1.

10 ***Real Estate Report #3***

11 Overt Act No. 141: On August 1, 2016, Chiang met with defendant
12 HUIZAR at a restaurant in Los Angeles, where Chiang delivered his
13 third real estate report.

14 Overt Act No. 142: On August 10, 2016, defendant HUIZAR met
15 with HUIZAR Associate 1 at a restaurant and delivered the third real
16 estate report he received from Chiang.

17 Overt Act No. 143: On August 11, 2016, HUIZAR Associate 1
18 caused his employee to send an e-mail to Chairman D's relative
19 transmitting the third report and invoice for July 2016.

20 Overt Act No. 144: On August 17, 2016, pursuant to the
21 consulting agreement, Chairman D's relative sent a wire payment of
22 \$11,000 to Company A, to the Union Bank account.

23 ***Real Estate Report #4***

24 Overt Act No. 145: On September 2, 2016, Chiang met with
25 defendant HUIZAR at a coffee shop in Los Angeles, where Chiang
26 delivered his fourth real estate report.

27
28

1 Overt Act No. 146: On September 8, 2016, defendant HUIZAR met
2 with HUIZAR Associate 1 and delivered the fourth real estate report
3 he received from Chiang.

4 Overt Act No. 147: On September 8, 2016, HUIZAR Associate 1
5 caused his employee to send an e-mail to Chairman D's relative
6 transmitting the fourth report and invoice for August 2016.

7 Overt Act No. 148: On September 9, 2016, pursuant to the
8 consulting agreement, Chairman D's relative sent a wire payment of
9 \$11,000 to Company A, to the Union Bank account.

10 Overt Act No. 149: On September 16, 2016, Company A issued
11 \$11,000 in three checks from the account ending in 6345, in the
12 following amounts: (1) \$5,000 to a company controlled by HUIZAR
13 Associate 1; (2) \$5,000 to HUIZAR Associate 1; and (3) \$1,000 to
14 HUIZAR Associate 1's relative.

15 ***Real Estate Report #5***

16 Overt Act No. 150: On October 4, 2016, Chiang met with
17 defendant HUIZAR at defendant HUIZAR's residence, where Chiang
18 delivered his fifth real estate report.

19 Overt Act No. 151: On October 14, 2016, defendant HUIZAR met
20 with HUIZAR Associate 1 over breakfast and delivered the fifth real
21 estate report he received from Chiang.

22 Overt Act No. 152: On October 14, 2016, HUIZAR Associate 1
23 caused his employee to send an e-mail to Chairman D's relative
24 transmitting the fifth report and invoice for September 2016.

25 Overt Act No. 153: On November 14, 2016, pursuant to the
26 consulting agreement, Chairman D's relative sent a wire payment of
27 \$11,000 to Company A, to the Union Bank account.

28

1 Overt Act No. 154: On November 17, 2016, Company A issued
2 \$10,300 in two checks from the Union Bank account, in the following
3 amounts: (1) \$4,500 to a company controlled by HUIZAR Associate 1;
4 and (2) \$5,800 to HUIZAR Associate 1.

5 ***Real Estate Report #6***

6 Overt Act No. 155: On November 3, 2016, Chiang met with
7 defendant HUIZAR at a coffee shop in Los Angeles, where Chiang
8 delivered his sixth and final real estate report.

9 Overt Act No. 156: On November 3, 2016, defendant HUIZAR met
10 with HUIZAR Associate 1 and delivered the sixth real estate report he
11 received from Chiang.

12 Overt Act No. 157: On November 23, 2016, HUIZAR Associate 1
13 caused his employee to send an e-mail to Chairman D's relative
14 transmitting the sixth report and invoice for October 2016.

15 Overt Act No. 158: On November 30, 2016, pursuant to the
16 consulting agreement, Chairman D's relative sent a wire payment of
17 \$11,000 to Company A, to the Union Bank account.

18 Overt Act No. 159: On December 8, 2016, Company A issued a
19 \$10,000 check from the Union Bank account to HUIZAR Associate 1.

20 ***Official Acts by Defendant HUIZAR***

21 Overt Act No. 160: On November 22, 2016, defendant HUIZAR
22 presented a written motion in the Economic Development committee to
23 benefit Project D.

24 Overt Act No. 161: On December 13, 2016, defendant HUIZAR voted
25 "yes" in the City Council to adopt the Project D motion defendant
26 HUIZAR had presented. Later that day, defendant HUIZAR, Chiang, and
27 General Manager D met at the site of Project D to discuss Project D
28

1 and defendant HUIZAR's agreement to expedite the project going
2 forward.

3 **Additional Benefits from Company D and Defendant HUIZAR's**
4 **Official Acts**

5 Overt Act No. 162: On February 9, 2017, defendant HUIZAR
6 requested via text message Chiang's assistance in coordinating a trip
7 to China for defendant HUIZAR and his family, including requesting
8 his help in obtaining visas for his family.

9 Overt Act No. 163: In or around April 2017, at defendant
10 HUIZAR's request, Chiang organized and coordinated a trip for
11 defendant HUIZAR and his family members to visit Chairman D in China,
12 including paying approximately \$500 for visa fees and arranging for
13 transportation for defendant HUIZAR and his family in Hong Kong.

14 Overt Act No. 164: Between April 15, 2017 and April 23, 2017,
15 when defendant HUIZAR and his family visited Chairman D in Hong Kong
16 and China, Chairman D paid for certain transportation, meals, and
17 lodging for defendant HUIZAR and his family members.

18 Overt Act No. 165: On April 27, 2017, at defendant HUIZAR's
19 request, Chiang provided concert tickets to defendant HUIZAR worth
20 approximately \$1,572 total.

21 Overt Act No. 166: On May 2, 2017, in a telephone call, Chiang
22 and Esparza discussed the mutually beneficial financial relationship
23 between Chinese developers and defendant HUIZAR and Individual 1.
24 Specifically, Esparza told Chiang: "Looking from your perspective,
25 you bank on [Individual 1], and [defendant HUIZAR]'s office to do,
26 one of the main points with [defendant HUIZAR], for your Chinese
27 clients for example, 'entitlements, PLUM,' you got to use that and we
28 gotta keep making his motherfucking, him happy."

1 Overt Act No. 167: On May 10, 2017, in a telephone call,
2 Esparza told Chiang: "So today we had a productive day where
3 [defendant HUIZAR] told [City Staffer A-2], let's streamline the
4 [Company D] project."

5 Overt Act No. 168: On May 13, 2017, via a text message
6 conversation, defendant HUIZAR expressed his willingness to benefit
7 Chairman D in connection with Project D. Defendant HUIZAR wrote to
8 Chiang: "But the 2 tower is better for chairman [D] and his choice?
9 [Because] if he wanted the 3 towers and that is the best choice, we
10 can make that happen."

11 Overt Act No. 169: On May 19, 2017, at defendant HUIZAR's
12 request, Chiang paid approximately \$1,000 for alcohol for a party for
13 Relative A-2.

14 Overt Act No. 170: On May 20, 2017, during a telephone call
15 with an associate, Esparza confirmed defendant HUIZAR's intention to
16 keep the China trip discreet, stating: "China was supposed to, China
17 was a real, you know, he didn't pay for that shit, that was a real
18 you know fucking low key thing."

19 Overt Act No. 171: On June 19, 2017, at defendant HUIZAR's
20 request, Chiang provided concert tickets to defendant HUIZAR worth
21 \$1,670.

22 Overt Act No. 172: On June 22, 2017, during a telephone call,
23 Chiang and Individual 1 discussed defendant HUIZAR's request for
24 benefits from Chiang. Specifically, Chiang explained that defendant
25 HUIZAR asked him to coordinate a trip to Cuba for defendant HUIZAR
26 and a woman with whom he was having a secret romantic relationship.
27 Individual 1 then asked: "So he just wanted you to do what, to ...
28 pay for all the trips, is that what he wants?" Chiang then stated

1 that defendant HUIZAR would have to get special visas, and explained
2 that this would risk potentially exposing their corrupt
3 relationships: "I told [HUIZAR], I said look, we're all gonna be on
4 record and if something happens, everything, everyone's dead."

5 Overt Act No. 173: On June 23, 2017, in a telephone call,
6 Chiang and Kim discussed using defendant HUIZAR's influence as a
7 councilmember going forward and defendant HUIZAR's requests for
8 financial benefits. Specifically, Kim stated: "this is my agenda,
9 not only do I want to make money, George [Chiang], I want to show you
10 and other Chinese developer, assuming [defendant HUIZAR] is there,
11 how much motivation he's going to have to push everything around for
12 my project, those are my agenda." In response, Chiang asked if
13 defendant HUIZAR understood "what he needs to do in three and a half
14 years." Kim replied: "Yes, yes. Everything is set. You're gonna see
15 some differences, alright George?" Chiang then asked to meet with
16 Kim, stating that defendant HUIZAR was asking for "some very stupid
17 requests." Kim responded: "I'm not going to make a comment," to
18 which Chiang stated: "Yeah, let's not talk about this on the phone."

19 Overt Act No. 174: On August 24, 2017, Chiang asked for
20 defendant HUIZAR's help on Project D. Specifically, Chiang sent a
21 text message to defendant HUIZAR, writing: "Hi Boss, wanted to give
22 you heads up: [A Company D employee] spoke to chairman [D] and CPC
23 [City Planning Commission] needs to be 9/14/17 otherwise the loan
24 commitment from lender will be lost for the project." The next day,
25 Chiang again sent a message to defendant HUIZAR, writing: "Hi Boss,
26 we met with planning yesterday and went through the outstanding items
27 for 9/14/17 CPC. We would need a motion from your office to direct
28

1 the TFAR allocation by next week before council recess to make the
2 9/14/17 CPC hearing."

3 Overt Act No. 175: On August 24, 2017, in a telephone call,
4 Chiang told Individual 1: "Do or die, because if we lose the
5 September 14 [CPC hearing date], then we lose all loan commitments
6 from the lender ... you know, probably not looking at a project."
7 Individual 1 responded: "You mentioned to [defendant HUIZAR] this is
8 a big issue." Chiang responded: "Yes, yes, I did, I told him ... the
9 motion is very important in order for us to move forward.... We all
10 spoke to the Chairman [D], and the Chairman [D] is willing to make a
11 lot of sacrifices."

12 Overt Act No. 176: On September 1, 2017, at Chiang's request,
13 defendant HUIZAR presented a written motion in the PLUM committee to
14 benefit Company D, allowing Project D to move forward with its
15 application and approval process before the CPC and City Council.

16 Overt Act No. 177: On September 1, 2017, defendant HUIZAR wrote
17 to Chiang in a text message: "We got the motion in today," which
18 Chiang understood to mean that defendant HUIZAR held up his end of
19 the bargain to help Company D.

20 Overt Act No. 178: On September 14, 2017, defendant HUIZAR
21 confirmed that he and his office exerted pressure on other City
22 officials, writing to Chiang in a text message: "Congrats. Yeah we
23 [CD-14 office] were calling mayors office to tell his commission to
24 calm down. It's expected from cpc they throw a lot of junk at
25 projects these days. Not over but make sure u relay to chairman [D]
26 that we were helpful."

27 Overt Act No. 179: On September 14, 2017, in a telephone call,
28 defendant HUIZAR told Chiang: "You know, whatever it was, we'll fix

1 it in PLUM.... Did the boss [Chairman D], you call the boss [Chairman
2 D] already? ... Did you tell him that my office was helpful?" Chiang
3 responded: "I told [Chairman D] everything." Defendant HUIZAR then
4 stated: "Okay, cool, cool, cool. Good, good.... Do we have a schedule
5 for PLUM already?"

6 Overt Act No. 180: In or around November 2017, defendant HUIZAR
7 asked Chiang to make a commitment on behalf of Company D to
8 contribute \$100,000 to Relative A-1's campaign in exchange for
9 continued favorable official acts by defendant HUIZAR to benefit
10 Project D. Chiang, on behalf of Company D, told defendant HUIZAR he
11 could confirm Chairman D's commitment of \$100,000 to PAC A.

12 Overt Act No. 181: On November 16, 2017, at defendant HUIZAR's
13 direction, Esparza created a spreadsheet titled "IE [Independent
14 Expenditure] HUIZAR Strategy," which included a \$100,000 contribution
15 from Company D with Chiang listed in the "Notes" column.

16 Overt Act No. 182: On December 4, 2017, defendant HUIZAR
17 created a spreadsheet titled "Initial Commitments to PAC," which
18 included a \$100,000 contribution from Chiang.

19 Overt Act No. 183: On December 5, 2017, defendant HUIZAR voted
20 to approve Project D in the PLUM Committee.

21 Overt Act No. 184: On January 9, 2018, at defendant HUIZAR's
22 direction, Esparza sent an e-mail to defendant HUIZAR, attaching a
23 spreadsheet titled "IE [Independent Expenditure] HUIZAR Strategy,"
24 which included a \$100,000 contribution from Company D with Chiang
25 listed in the "Notes" column, and a spreadsheet titled "Copy of
26 Commitments," which included a \$100,000 contribution from Company D.

27 Overt Act No. 185: On January 16, 2018, defendant HUIZAR sent
28 an e-mail to his fundraiser, attaching a spreadsheet titled "Initial

1 Commitments to PAC," which included a \$100,000 contribution from
2 Chiang with Chiang listed in the "Notes" column.

3 Overt Act No. 186: On January 24, 2018, defendant HUIZAR,
4 Chiang, Chairman D, Individual 1, and Relative A-1 met for dinner at
5 Chairman D's hotel in San Gabriel, California, where Chairman D
6 pledged his commitment and support for Relative A-1's campaign for
7 the CD-14 seat.

8 Overt Act No. 187: On February 12, 2018, defendant HUIZAR wrote
9 to Chiang in a text message: "fundraiser for PAC will call u today,"
10 in furtherance of the agreement to have Company D contribute to PAC A
11 to benefit Relative A-1's campaign.

12 Overt Act No. 188: On March 9, 2018, defendant HUIZAR submitted
13 a resolution in the PLUM Committee to benefit Company D, allowing
14 Project D to move forward in its approval process.

15 Overt Act No. 189: On March 29, 2018, defendant HUIZAR and
16 Chiang met at defendant HUIZAR's residence to discuss Company D's
17 support and the \$100,000 contribution to the PAC to benefit Relative
18 A-1's campaign.

19 Overt Act No. 190: On April 23, 2018, Chiang wrote to
20 Individual 1 via text message that the list of items he was talking
21 to defendant HUIZAR about included "tell [defendant HUIZAR] that
22 [Chairman D] is coming in June, we can talk about the PAC at that
23 time."

24 Overt Act No. 191: On April 23, 2018, defendant HUIZAR and
25 Chiang met at defendant HUIZAR's residence to discuss defendant
26 HUIZAR's continued support for Project D in exchange for Company D's
27 agreement to contribute \$100,000 to PAC A to benefit Relative A-1's
28 campaign.

1 Overt Act No. 192: On May 18, 2018, defendant HUIZAR met with
2 Chiang and Individual 1 for breakfast at a restaurant in Boyle
3 Heights, where defendant HUIZAR stated that he needed the PAC
4 contribution as soon as possible and that he wanted the contribution
5 now so that when Relative A-1 announced her candidacy, she would have
6 money to pour into the campaign and scare other potential candidates
7 from running against her. Defendant HUIZAR stated that other
8 developers already contributed in amounts of \$50,000, \$100,000, and
9 \$200,000.

10 Overt Act No. 193: On June 12, 2018, defendant HUIZAR voted in
11 the City Council to approve the Development Agreement for Project D,
12 and wrote to Chiang in a text message: "Da [Development Agreement]
13 for [Company D] just passed council today. Does that mean project has
14 been fully entitled? Is that our last vote?"

15 Overt Act No. 194: On June 18, 2018, defendant HUIZAR wrote to
16 Chiang in a text message: "When is the chairman [D] coming in to
17 town? We need to finalize pac stuff. Thanks."

18 Overt Act No. 195: On July 30, 2018, after the ordinance
19 authorizing the execution of the Development Agreement for Project D
20 went into effect, defendant HUIZAR wrote to Chiang in a text message:
21 "any news on when [Chairman D] is coming in to town? Hoping to catch
22 dinner with him and talk about [Relative A-1] campaign." Chiang
23 responded: "Hi Boss, [Individual 1] is working on it. I let you know
24 after I see him in office tomorrow."

25 Overt Act No. 196: On October 8, 2018, defendant HUIZAR
26 followed up regarding Company D's commitment to PAC A, writing to
27 Chiang in a text message: "Hey George [Chiang]... have time to meet
28 soon to tie up some loose ends re the [Company D] project?"

1 with him to get them in. Get [Lobbyist B] the [HUIZAR Associate 2]
2 acco[u]nt name and number etc."

3 Overt Act No. 202: On October 13, 2016, Esparza sent a text
4 message to Lobbyist B, providing the information for PAC B and
5 adding: "according to my boss that's for [another developer] and
6 [Company M]. He said he spoke to u about it."

7 Overt Act No. 203: On October 13, 2016, Lobbyist B sent an e-
8 mail to Executive M, passing on the information for PAC B he received
9 from Esparza. Executive M replied: "Timing and amount?" Lobbyist B
10 then wrote: "25K as soon as possible."

11 Overt Act No. 204: On October 14, 2016, Lobbyist B sent an e-
12 mail to Executive M, attaching a remit form for PAC B, and writing:
13 "HUIZAR is asking that contributions be directed to this committee.
14 Please hold off if you are processing a contribution to the other
15 primary committee."

16 Overt Act No. 205: On October 26, 2016, Executive M wrote to
17 Lobbyist B in a text message about the \$25,000 PAC B contributions:
18 "I should have checks by tomorrow. All I need is the letter. Would it
19 be worth setting up a quick drink or coffee with JOSE [HUIZAR] when
20 we deliver? Could be good to talk big picture, etc."

21 Overt Act No. 206: On or about October 27, 2016, at defendant
22 HUIZAR's direction, Company M sent three checks from three separate
23 entities, payable to PAC B in the amount of \$8,333.33 for a total of
24 \$25,000, by U.S. Mail to the Company M office in Los Angeles,
25 California.

26 Overt Act No. 207: On October 31, 2016, Lobbyist B sent a text
27 message to Esparza, writing: "When can I get [Executive M] in with
28 JOSE [HUIZAR] to deliver the checks?"

1 **Additional \$25,000 Contribution to PAC B**

2 Overt Act No. 208: On February 15, 2017, defendant HUIZAR met
3 Lobbyist B for lunch in downtown Los Angeles to discuss various
4 projects. At the lunch, defendant HUIZAR asked Lobbyist B for an
5 additional \$25,000 contribution to PAC B from Company M, which
6 Lobbyist B agreed to convey to Executive M.

7 Overt Act No. 209: On February 15, 2017, Executive M paid
8 approximately \$1,778.33 for a dinner for defendant HUIZAR and CD-14
9 staff at a restaurant in Los Angeles, which was reimbursed by Company
10 M.

11 Overt Act No. 210: On February 21, 2017, Lobbyist B informed
12 Esparza via text message that Executive M "acknowledged the
13 conversation with JOSE [HUIZAR]" regarding Company M's additional
14 contribution to PAC B.

15 Overt Act No. 211: On February 24, 2017, Executive M sent an e-
16 mail to another Company M employee with the subject line "questions
17 regarding HUIZAR PAC," copying Lobbyist B, and writing: "You can
18 direct any specific questions on the PAC to [Lobbyist B], who is
19 cc'd."

20 Overt Act No. 212: On February 25, 2017, defendant HUIZAR sent
21 a text message to Esparza, writing: "Any update on [Executive M]
22 25k?"

23 Overt Act No. 213: On or about March 2, 2017, at defendant
24 HUIZAR's direction, Company M sent a check for \$25,000 made payable
25 to PAC B by U.S. Mail to PAC B in Sacramento, California.

26 Overt Act No. 214: On March 20, 2017, Executive M sent an e-
27 mail to Lobbyist B, writing: "Do you think we are in a more favored
28 status with JOSE [HUIZAR] compared to [another developer]?"

1 Overt Act No. 215: On May 5, 2017, in a telephone call,
2 defendant HUIZAR and Lobbyist B discussed Company M's contribution to
3 PAC B at defendant HUIZAR's direction. Defendant HUIZAR and Lobbyist
4 B found out that PAC B publicly disclosed Company M as a top donor
5 for a Los Angeles City Council candidate. Lobbyist B told defendant
6 HUIZAR that a reporter was "asking who asked us for the donation, but
7 we, we're not gonna respond to that." Defendant HUIZAR responded:
8 "Thank you very much. I appreciate that." Lobbyist B stated: "No of
9 course." Lobbyist B then stated: "When I told George [Esparza], I
10 said, look, my two things that I gotta protect you know ... [Company
11 M] and gotta protect you." Defendant HUIZAR stated "we can't be
12 sloppy about this and trust, uh, [HUIZAR Associate 2], but, anyway,
13 we will save that conversation for tomorrow, ok?"

14 Overt Act No. 216: On May 9, 2017, Executive M sent an e-mail
15 to Lobbyist B asking about the media inquiry regarding the Company M
16 campaign contribution to PAC B in support of a Los Angeles City
17 Council candidate. Lobbyist B responded by e-mail, reminding
18 Executive M that the PAC B contribution "was an 'ask' from JOSE
19 HUIZAR."

20 Overt Act No. 217: On August 24, 2017, Executive M sent an e-
21 mail to another Company M employee who was seeking input on a
22 fundraising event for defendant HUIZAR, writing: "I would recommend
23 not making this contribution as we go through certain channels to
24 make sure it has impact."

25 **\$25,000 Contribution and Additional \$25,000 Commitment to PAC A**

26 Overt Act No. 218: In or around January 2018, defendant HUIZAR
27 spoke with Lobbyist B regarding Project M's approval in the PLUM
28 Committee and City Council. Specifically, they discussed that

1 Company M wanted the City to approve Project M with a 5% affordable
2 housing requirement, while defendant HUIZAR initially insisted on 11%
3 affordable housing. Lobbyist B told defendant HUIZAR that Executive
4 M was concerned he would suffer significant professional
5 consequences, including the loss of his job with Company M, if
6 Project M was not approved, and that if Project M did not obtain its
7 preferred affordable housing requirements it would threaten the
8 viability of the project altogether.

9 Overt Act No. 219: On January 5, 2018, Lobbyist B sent a text
10 message to Executive M, writing: "We are confirmed for dinner with
11 HUIZAR on Monday [January 8, 2018]."

12 Overt Act No. 220: On January 8, 2018, defendant HUIZAR and
13 Lobbyist B had a discussion via text message regarding Project M and
14 Company M's willingness to contribute to their newly established PAC,
15 PAC A. Specifically, defendant HUIZAR wrote: "Let's do the pac stuff
16 later this week. See u there at 6. What's purpose of tonight's
17 meeting? Are they [Company M] gonna help with pac?" Lobbyist B
18 replied: "[Executive M] wants to talk about their [Project M] and see
19 if you're comfortable with the height and affordability levels."
20 Defendant HUIZAR answered: "Are they gonna help with pac?" Lobbyist
21 B replied: "I'm sure they will, however - as your friend - let's
22 discuss this in a different text thread" in order to avoid
23 documenting defendant HUIZAR's conditioning his official assistance
24 with Project M on Company M's financial support for PAC A.

25 Overt Act No. 221: On February 23, 2018, defendant HUIZAR and
26 Lobbyist B had a discussion via text message regarding PAC A.
27 Specifically, Lobbyist B wrote: "Are you checking the Confide App for
28 texting on your iPhone?" Lobbyist B further wrote: "I was going to

1 text you about your meeting with [PAC A's attorney]. Wanted to see if
2 we got any clarification. Confide is good for texting because it is
3 like Snap Chat...message disappears."

4 Overt Act No. 222: On March 1, 2018, defendant HUIZAR met with
5 Lobbyist B and discussed Company M's contributions to PAC A.
6 Specifically, defendant HUIZAR asked for a \$50,000 contribution to
7 PAC A to be paid in two installments, \$25,000 as soon as possible and
8 another \$25,000 by the end of the year, after Project M was approved.
9 Lobbyist B agreed to convey the request to Executive M.

10 Overt Act No. 223: On March 14, 2018, Lobbyist B met with
11 Executive M and relayed defendant HUIZAR's request to have Company M
12 contribute \$50,000 to PAC A, which Lobbyist B explained was designed
13 to benefit Relative A-1's campaign for the CD-14 seat. Executive M
14 agreed.

15 Overt Act No. 224: On March 14, 2018, at approximately 4:00
16 p.m., defendant HUIZAR met with Lobbyist B to discuss PAC A,
17 including the fact that Executive M agreed to have Company M
18 contribute to PAC A.

19 Overt Act No. 225: On March 15, 2018, Lobbyist B sent an e-mail
20 to Executive M with the subject line "[PAC A]," writing: "this is the
21 committee we previously discussed," and attaching a contribution form
22 for PAC A.

23 Overt Act No. 226: On March 26, 2018, defendant HUIZAR sent an
24 e-mail to himself, attaching a document titled "Fundraising Plan."
25 The document included, among other things, company and individual
26 names, contribution amounts, and the person responsible for
27 soliciting contributions to PAC A and PAC B. Under the PAC A
28

1 section, the document included an entry for Company M for \$50,000,
2 and listing Lobbyist B.

3 Overt Act No. 227: On April 13, 2018, defendant HUIZAR sent an
4 e-mail to Lobbyist B, attaching a document titled "[PAC A]" that
5 included, among other things, an entry for Company M for \$50,000,
6 with the note: "B/4 June. 2 checks. 2 Entities."

7 Overt Act No. 228: On May 8, 2018, Executive M and Lobbyist B
8 had a discussion via text message regarding a meeting with the
9 Planning Department scheduled for the same day for Project M.
10 Specifically, Executive M wrote: "Very important that [City Staffer
11 A-2] calls [a Planning Department official] letting them know he
12 supports the height etc. please please make sure this happens prior."
13 Lobbyist B later wrote: "[City Staffer A-2] will let them know their
14 position, and then make the changes in PLUM." Executive M later
15 wrote: "This would be a disaster if they took a position to deny[.]
16 This meeting seems to be a really bad idea now. When does JOSE
17 [HUIZAR] get back?" Lobbyist B responded: "Spoke with [City Staffer
18 A-2]. He will speak with [the Planning Department official], and then
19 call me to report back prior to our meeting."

20 Overt Act No. 229: On May 8, 2018, defendant HUIZAR's caused
21 City Staffer A-2 to advocate CD-14's position and encourage a
22 Planning Department official to approve Project M to allow the
23 project to proceed to a hearing before the City Planning Commission.

24 Overt Act No. 230: On May 22, 2018, Executive M received an e-
25 mail from Employee M, a Company M employee, sent to the CEO, with the
26 subject "[PAC A]," seeking approval for a \$25,000 check to PAC A,
27 noting: "We have discussed this in the past."

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1 Overt Act No. 231: On or about June 13, 2018, at defendant
2 HUIZAR's direction, Company M sent two checks from two separate
3 entities, each made payable to PAC A, in the amount of \$12,500 each
4 for a total of \$25,000, by U.S. Mail to the Company M office in Los
5 Angeles, California, around the same time that the City Planning
6 Commission approved Project M, allowing it to move forward to a
7 hearing before the PLUM Committee and ultimately City Council.

8 **Additional \$50,000 Commitment to PAC A in Exchange for Defendant**
9 **HUIZAR's Help on Project M**

10 Overt Act No. 232: On August 9, 2018, Lobbyist B sent an e-mail
11 to Executive M regarding Project M's upcoming hearing before the PLUM
12 Committee, writing: "We need to address the Labor issue.
13 Seriously...we need to take [the executive of a labor union] off the
14 chess board." Lobbyist B and Executive M believed the labor union
15 was an issue that could affect Project M's approval in the PLUM
16 Committee with the potential to create delays, increase costs,
17 threaten the viability of Project M, resulting in negative
18 repercussions for Executive M personally, including the potential
19 loss of his job.

20 Overt Act No. 233: On September 4, 2018, in an e-mail,
21 Executive M asked Lobbyist B: "Any updates on HUIZAR meeting?"
22 Lobbyist B responded: "I'm having a one-on-one meeting with [HUIZAR],
23 and you're #1 on the agenda."

24 Overt Act No. 234: On September 4, 2018, defendant HUIZAR met
25 with Lobbyist B regarding the labor union issue Company M was facing
26 on Project M. During the meeting, Lobbyist B requested on behalf of
27 Executive M for defendant HUIZAR to vote against the labor union's
28 appeal by approving Project M in the PLUM Committee. Defendant

1 HUIZAR explained that voting against the labor union, which he
2 considered an ally, could have negative ramifications on Relative A-
3 1's campaign. Because of this risk, defendant HUIZAR told Lobbyist B
4 that if he were to vote against the labor union in the PLUM
5 Committee, then Company M would have to make it worthwhile, which
6 Lobbyist B understood to mean that defendant HUIZAR expected a
7 financial benefit from Company M in exchange for his efforts with the
8 labor union.

9 Overt Act No. 235: On September 6, 2018, Lobbyist B and
10 Executive M met to discuss Project M and resolving its labor issue.
11 During the meeting, Lobbyist B discussed with Executive M that they
12 needed to make it worthwhile for defendant HUIZAR's intervention with
13 the labor union. Executive M and Lobbyist B agreed that Company M
14 should offer to make an additional \$50,000 contribution to PAC A.
15 Company M had previously agreed to contribute \$50,000, and paid the
16 first installment in June 2018. This additional \$50,000 contribution
17 would bring the total agreed-upon contributions on behalf of Company
18 M to PAC A to \$100,000 in exchange for defendant HUIZAR's assistance
19 with Project M.

20 Overt Act No. 236: On September 6, 2018, defendant HUIZAR and
21 Lobbyist B met outside a restaurant in Boyle Heights to discuss the
22 new arrangement with Executive M. At the meeting, Lobbyist B
23 conveyed the offer of an additional \$50,000 contribution to PAC A,
24 bringing the total to \$100,000, and defendant HUIZAR agreed to accept
25 the contribution in exchange for voting to approve Project M over
26 objections by the labor union. Defendant HUIZAR also requested a
27 private meeting with Executive M.

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1 Overt Act No. 237: On September 6, 2018, Lobbyist B asked
2 Executive M via text message "Can you do dinner with HUIZAR on
3 Tuesday, 9-25?"

4 Overt Act No. 238: On September 10, 2018, in a text message,
5 Lobbyist B asked defendant HUIZAR: "Re: [Company M] & [Project M].
6 You are meeting with [Executive M] on 9-25 to negotiate public
7 benefits package. Could we target PLUM on 10-02 with the clear
8 understanding that the item gets pulled from agenda with no deal?
9 [City Staffer A-2] is waiting for direction from you before
10 scheduling."

11 Overt Act No. 239: On September 11, 2018, in a text message,
12 defendant HUIZAR asked Lobbyist B: "Hey, let's talk about your
13 fundraiser for [Relative A-1] before event and who U are inviting. I
14 want to make sure we are hitting people up for right amount and we
15 are not calling same people." Lobbyist B replied: "Of course."
16 Defendant HUIZAR then asked: "Oct 11 still good for you?"

17 Overt Act No. 240: On September 11, 2018, just after the text
18 messages with defendant HUIZAR, Lobbyist B sent a text message to
19 Executive M stating: "Plan on 10-02 PLUM. But let's discuss..."

20 Overt Act No. 241: On September 12, 2018, while defendant
21 HUIZAR was negotiating the additional financial benefit he sought
22 from Executive M and Company M, defendant HUIZAR used his official
23 position as PLUM Committee Chair to postpone the committee's hearing
24 on Project M to October 2, 2018, thereby causing the project to be
25 delayed until after he met with Executive M.

26 Overt Act No. 242: On September 24, 2018, Lobbyist B told
27 defendant HUIZAR via text message: "We are meeting [Executive M]
28

1 tomorrow for dinner. Do you still want [a restaurant in downtown Los
2 Angeles], or would you like someplace a bit more private?"

3 Overt Act No. 243: On September 24, 2018, Lobbyist B to
4 Executive M via text message: "Meeting is moved to breakfast on 10-04
5 @ 9 AM." Executive M replied: "But that pushes our date??? This is a
6 disaster." Lobbyist B responded: "Yes....it pushes the date. It's
7 going to get done."

8 Overt Act No. 244: On September 26, 2018, in a text message,
9 Lobbyist B asked Executive M: "any chance you can do your one on one
10 dinner with HUIZAR THIS Friday, 9-28?" Executive M replied: "Yes.
11 I'm assuming hearing date is the same?"

12 Overt Act No. 245: On September 28, 2018, defendant HUIZAR and
13 Executive M met to discuss defendant HUIZAR's support for Project M,
14 its approval in the PLUM Committee, and Company M's support for the
15 PAC to benefit Relative A-1's campaign. During the same
16 conversation, Executive M offered to provide opposition research to
17 defendant HUIZAR on a young female former CD-14 staffer who planned
18 to file a lawsuit against defendant HUIZAR, and defendant HUIZAR
19 accepted this offer. As part of their negotiation to help Project M,
20 defendant HUIZAR and Executive M also discussed Company M hiring
21 defendant HUIZAR after he left office.

22 Overt Act No. 246: On September 28, 2018, defendant HUIZAR sent
23 a text message to Lobbyist B, writing: "Good meeting with [Executive
24 M]. He is willing to help [Relative A-1] committee. He will collect
25 from consultant/contractors. We didn't discuss amount. Please enlist
26 him for your event and ask him to collect 15-20 k for your event."

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1 Overt Act No. 247: On October 2, 2018, defendant HUIZAR used
2 his official position as the PLUM Committee Chair to postpone his
3 committee's hearing on Project M to October 16, 2018.

4 Overt Act No. 248: On October 11, 2018, defendant HUIZAR,
5 Executive M, Employee M, and Lobbyist B attended a fundraiser for
6 Relative A-1 hosted by Lobbyist B. At the fundraiser, Executive M
7 provided defendant HUIZAR the opposition research against the young
8 female staffer he had promised as part of their agreement for
9 defendant HUIZAR to help Project M.

10 Overt Act No. 249: On October 13, 2018, Executive M sent a text
11 message to Lobbyist B regarding the upcoming PLUM Committee hearing
12 for Project M, asking: "Anyone else on plum we should connect with?"
13 Lobbyist B replied: "I was thinking about it but I really don't want
14 to call attention to it. I would rather let JOSE [HUIZAR] power play
15 it through."

16 Overt Act No. 250: On October 16, 2018, defendant HUIZAR voted
17 to deny the union appeal and to approve Project M in the PLUM
18 Committee, including accepting certain modifications requested by
19 Company M. Specifically, the PLUM Committee accepted Company M's
20 preferred modifications to the affordable housing restrictions,
21 thereby undoing the more stringent requirements recommended by the
22 City Planning Commission. As a result of defendant HUIZAR's approval
23 and undoing the CPC recommendations, Company M obtained significant
24 reductions to Project M's affordable housing requirements, from 11%
25 "Very Low Income" units to 6% "Moderate Income" units. Specifically,
26 defendant HUIZAR's approval of Company M's modifications decreased
27 low-income individuals' access to the project while ensuring Company
28 M obtained an estimated \$14 million in net savings.

1 Overt Act No. 251: On October 16, 2018, after the PLUM
2 Committee approval, in a text message, Lobbyist B told Executive M:
3 "Let's talk tomorrow. I'm seeing JOSE [HUIZAR] on Thursday, so I know
4 he will bring up follow up on a few items," referring to Company M's
5 commitment to contribute the remaining \$75,000 to PAC A.

6 Overt Act No. 252: On October 18, 2018, defendant HUIZAR and
7 Lobbyist B had a meeting at defendant HUIZAR's residence, where
8 defendant HUIZAR raised Company M's commitment to contribute to PAC
9 A.

10 Overt Act No. 253: On October 31, 2018, defendant HUIZAR voted
11 to approve Project M in City Council.

12 Overt Act No. 254: On October 31, 2018, Executive M wrote an e-
13 mail to the owners of Company M and other employees, writing: "Great
14 news, we just received final unanimous approval for [Project M] by
15 city council. Although today is bit of a formality (PLUM is where
16 the discretion usually happens), this is the final step." Executive
17 M highlighted the benefits Company M was able to secure in PLUM from
18 defendant HUIZAR, writing: "our obligations related to rent
19 [affordable housing] restrictions and union involvement are minimal
20 compared to other future projects in the area." Executive M also
21 touted "the entitlement of the tallest building in the arts district
22 by 3 times (35 stories) in a wealthy opinionated hipster community"
23 as a "truly amazing" accomplishment.

24 Overt Act No. 255: On or around October 31, 2018, Lobbyist B
25 updated a document tracking commitments and contributions made to PAC
26 A. Among other things, the document had an entry for Company M with
27 the figure \$25,000 in the column titled "Paid," and \$75,000 in the
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1 column titled "Committed." In addition, in the "Comments" column,
2 the entry for Company M stated "\$75K by December."

3 Overt Act No. 256: On November 1, 2018, Lobbyist B wrote to
4 Executive M via text message, asking for a meeting to "go through the
5 HUIZAR political stuff," referring to the \$75,000 contribution to PAC
6 A Company M had committed to defendant HUIZAR in exchange for
7 defendant HUIZAR's now successful help with Project M.

8 **(5) Businessperson A Scheme**

9 **Financial Benefits for Business Opportunities with Developers**

10 Overt Act Nos. 257-289: On or about at least the following
11 dates, in exchange for defendant HUIZAR using his official position
12 to make introductions to developers and to advocate that such
13 developers use Businessperson A's business to enhance Businessperson
14 A's financial prospects, defendant HUIZAR accepted financial benefits
15 from Businessperson A, including cash, hotel rooms,
16 prostitution/escort services, meals, and other gifts in the following
17 approximate amounts:

18

Overt Act No.	Date	Financial benefit	Amount
257	06/13/2016	suit and shirts	\$6,000
258	11/18/2016	meal	\$1,210.88
259	11/18/2016	shirts	\$1,869.03
260	January 2017	cash	\$10,000
261	01/13/2017	hotel accommodation	\$286.13
262	01/19/2017	hotel accommodation	\$483.36
263	February 2017	cash	\$10,000
264	March 2017	cash	\$10,000
265	03/15/2017	hotel accommodation	\$561.10

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Overt Act No.	Date	Financial benefit	Amount
266	03/25/2017	resort accommodation	\$298.36
267	03/25/2017	golf club accommodation	\$432.75
268	April 2017	cash	\$10,000
269	04/06/2017	hotel accommodation	\$311.12
270	04/24/2017	hotel accommodation	\$423.58
271	04/28/2017	hotel accommodation	\$572.61
272	May 2017	cash	\$10,000
273	05/03/2017	hotel accommodation	\$456.25
274	05/09/2017	hotel accommodation	\$381.64
275	05/15/2017	hotel accommodation	\$968.87
276	05/17/2017	hotel accommodation	\$346.75
277	05/19/2017	hotel accommodation	\$273.64
278	05/22/2017	hotel accommodation	\$335.66
279	05/24/2017	hotel accommodation	\$810.88
280	05/30/2017	hotel accommodation	\$519.56
281	June 2017	cash	\$10,000
282	06/02/2017	hotel accommodation	\$336.36
283	06/05/2017	hotel accommodation	\$79.75
284	06/08/2017	hotel accommodation	\$475.20
285	06/12/2017	statue	\$920.00
286	06/12/2017	shoes	\$449.32
287	06/12/2017	suits	\$10,451.75
288	06/19/2017	hotel accommodation	\$1,513.49
289	06/26/2017	hotel accommodation	\$322.33

Overt Act No.	Date	Financial benefit	Amount
		TOTAL:	\$91,090

\$25,000 Contribution to PAC B in Exchange for City Resolution

Overt Act No. 290: On or about March 11, 2018, defendant HUIZAR met with Businessperson A, who, unbeknownst to defendant HUIZAR, had then begun acting at the direction of the FBI, on a golf course in the City. Defendant HUIZAR asked Businessperson A to contribute to Relative A-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 Relative A-1's campaign.

Overt Act No. 291: On or about March 23, 2018, at defendant HUIZAR's request, Businessperson A sent 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 Sacramento, California, intended to benefit Relative A-1's campaign.

Overt Act No. 292: On or about April 10, 2018, defendant HUIZAR caused the CD-14 office to issue a City resolution in the form of a certificate of recognition signed by all City Council members, recognizing Businessperson A to promote Businessperson A's business and reputation in the City.

Overt Act No. 293: On or about May 31, 2018, defendant HUIZAR met with Businessperson A, who was acting at the direction of the FBI, at defendant HUIZAR's City Hall office. As promised when Businessperson A agreed to contribute \$25,000 to Relative A-1's

1 campaign, defendant HUIZAR delivered the City resolution recognizing
2 Businessperson A. At this meeting, defendant HUIZAR confirmed the
3 PAC received Businessperson A's \$25,000 contribution, adding that
4 "the people who have the PAC, they know ... you're interested in
5 helping [Relative A-1]. So it's sitting there for the right time."

6 **Cash Payment for Pressure on Developer to Hire Businessperson A**

7 Overt Act No. 294: On August 25, 2018, defendant HUIZAR met
8 with Businessperson A, who was acting at the direction of the FBI, at
9 a golf course in the City. During the meeting, defendant HUIZAR
10 asked Businessperson A for additional contributions to benefit
11 Relative A-1's campaign. During the same conversation, defendant
12 HUIZAR stated: "I'll go down a list of people that I could start
13 introducing you to ... people ... that I know need my help.... Like
14 for example, right now, [Company M] needs me.... So I could re-
15 introduce them to you." Businessperson A asked, regarding these
16 meetings, whether HUIZAR could "push" the developers to hire
17 Businessperson A. Defendant HUIZAR responded: "Yeah ... for right
18 now they feel pressure, but they need me."

19 Overt Act No. 295: On September 24, 2018, defendant HUIZAR met
20 with Businessperson A, who was acting at the direction of the FBI, at
21 a restaurant in the City. During the meeting, defendant HUIZAR
22 accepted \$15,000 in cash from Businessperson A, who provided the cash
23 concealed in an envelope, which defendant HUIZAR then covered with a
24 napkin. During this meeting, defendant HUIZAR stated that he had a
25 meeting with Company M the following day and that Company M's project
26 was coming up for approval soon. Defendant HUIZAR stated that
27 Company M "need[s] a lot of help from my office," by which defendant
28 HUIZAR meant that Company M would feel pressure to hire

1 Businessperson A at defendant HUIZAR's request because Company M
2 needed defendant HUIZAR to perform favorable official acts in support
3 of Company M's project and not take adverse official acts in
4 opposition to the project. Defendant HUIZAR assured Businessperson A
5 that he would make sure Company M scheduled a meeting with
6 Businessperson A. At the end of the meeting, after Businessperson A
7 had departed, defendant HUIZAR counted the cash inside the envelope.

8 Overt Act No. 296: On September 28, 2018, at a dinner with
9 Executive M, defendant HUIZAR asked Executive M to meet with
10 Businessperson A.

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

12 **CD-14 Developers/Proxies' PAC Contributions to Benefit Relative**
13 **A-1's Campaign and CD-14 Enterprise**

14 Overt Act No. 297: In or around May 2017, defendant HUIZAR,
15 Lobbyist B, HUIZAR Associate 3, and Esparza agreed to establish a PAC
16 that publicly was purported to benefit a broad array of candidates
17 and causes but was, in fact, primarily intended to benefit Relative
18 A-1's campaign to succeed defendant HUIZAR as Councilmember for CD-
19 14. Defendant HUIZAR agreed with Lobbyist B, HUIZAR Associate 3, and
20 Esparza to pressure developers with projects in CD-14 to contribute
21 to the PAC in exchange for favorable treatment and to avoid adverse
22 action against their projects in the PLUM Committee, Economic
23 Development Committee, and City Council.

24 Overt Act No. 298: On May 10, 2017, in a telephone call,
25 Esparza and Chiang discussed how defendant HUIZAR was using a PAC to
26 obtain additional financial benefits from developers in exchange for
27 not taking adverse action against them. Specifically, Esparza told
28 Chiang: "[defendant HUIZAR's] approach is that he's going to um,

1 strong arm everyone ... to the PAC. [Company D], [Company F]. 'This
2 is what I want right now. This is my [relative], this is what we are
3 doing.' So his idea in his mind is that okay, people are going to
4 support us because they don't want people to fuck with projects, you
5 know."

6 Overt Act No. 299: On May 11, 2017, in a telephone call,
7 Esparza and Executive Director E discussed punishing a developer who
8 was not providing financial benefits to defendant HUIZAR by
9 withholding approvals for the developer's project. Specifically,
10 Esparza said: "[Company G] has not come through with any other
11 commitments to us, to you, so you know, why even be helpful to them,
12 you know, that's my thing... So I'm going to tell [defendant HUIZAR]
13 that I spoke to you and let's just continue to ignore them, you know.
14 We are not going to help them." Executive Director E then added:
15 "And even [Individual 1] doesn't want you guys to work with [Company
16 G]."

17 Overt Act No. 300: On June 2, 2017, in a telephone call,
18 defendant HUIZAR, Relative A-1, and Lobbyist B discussed establishing
19 a PAC to support Relative A-1's campaign. Lobbyist B explained: "the
20 PAC ... that's going to be strictly political money and, you know,
21 two years from now, or three years, there'll be a million dollars in
22 there. You won't be able to direct it, but there'll be people, you
23 know, [who] are like minded."

24 Overt Act No. 301: On June 22, 2017, defendant HUIZAR met with
25 Lobbyist B, Esparza, and Kim and discussed establishing a PAC to
26 raise money for Relative A-1's campaign. During this meeting,
27 defendant HUIZAR suggested having Kim find an associate to serve as
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1 the "face" of the PAC to disguise defendant HUIZAR's involvement and
2 the PAC's connection to CD-14.

3 Overt Act No. 302: On September 14, 2017, defendant HUIZAR and
4 Esparza had a text message conversation regarding compiling a list of
5 donors to target for fundraising for Relative A-1's campaign, which
6 they referred to as the "Executive 2" strategy meetings, focusing on
7 developers with upcoming hearings before the PLUM Committee, which
8 defendant HUIZAR chaired. Defendant HUIZAR texted Esparza: "Please
9 get the [City Staffer A-2] list that he gave u about projects going
10 to cpc and plum and let's discuss me and u at every Thursday exec.#2
11 meeting."

12 Overt Act No. 303: On October 20, 2017, defendant HUIZAR and
13 Esparza had a conversation about targeting developers with projects
14 pending before committees on which defendant HUIZAR sat in order to
15 obtain financial benefits from them. Specifically, defendant HUIZAR
16 texted Esparza: "[Company H] is on economic development committee on
17 Tuesday for tot [Transient Occupancy Tax rebates]. Have u spoken with
18 those guys?" Esparza responded: "Hey boss, here is a quick
19 update. Just had my last meeting. [Company I]/[Lobbyist I]-
20 good. [Company H]/[Lobbyist C]- good. [Company J]/[Consultant J]-
21 good. All commitments have been made."

22 Overt Act No. 304: On October 24, 2017, defendant HUIZAR again
23 sought to confirm with Esparza that certain developers and
24 consultants committed to contribute to PACs to benefit Relative A-1's
25 campaign before taking favorable actions on the projects in the
26 Economic Development and PLUM Committees. Specifically, defendant
27 HUIZAR texted Esparza: "[Company H] is in committee today..."
28 Defendant HUIZAR then followed up: "Everything being handled?"

1 Esparza responded: "Yes sir." Defendant HUIZAR then texted: "The
2 [Company I] sign district is in committee today." Esparza responded:
3 "Yes. Being handled as well."

4 Overt Act No. 305: On December 4, 2017, defendant HUIZAR
5 created a spreadsheet titled "Initial Commitments to PAC," listing
6 companies, consultants, and contribution amounts, totaling
7 \$500,000. Several of those listed had pending projects in defendant
8 HUIZAR's district, which defendant HUIZAR, including the following:

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

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14 Overt Act No. 306: On March 26, 2018, defendant HUIZAR caused
15 Company H to make a contribution of \$10,000 to PAC B.

16 Overt Act No. 307: On June 19, 2018, defendant HUIZAR caused
17 Company J to make a contribution of \$25,000 to PAC A.

18 **CD-14 Developers/Proxies' Contributions to Defendant HUIZAR**
19 **Campaigns and Officeholder Accounts**

20 Overt Act No. 308: On May 18, 2015, at defendant HUIZAR's
21 direction, Esparza created a document titled "HUIZAR Debt Finance
22 Plan," which documented defendant HUIZAR's solicitation efforts of
23 contributions from developers, consultants, and allies towards
24 defendant HUIZAR's 2015 re-election campaign debt, including many
25 developers and consultants who had projects in CD-14 and/or were
26 going through the City approval process. The plan included:
27 (1) \$40,000 from Kim; (2) \$20,000 from Chairman E; (3) \$20,000 from
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1 Company G through Executive Director E; (4) \$10,000 from Company D;
2 and (5) \$10,000 from Individual 1.

3 **CD-14 Developers/Proxies' Contributions to School that Employed**
4 **Relative A-1 as a Fundraiser**

5 Overt Act No. 309: Beginning in or around March 2015, at
6 defendant HUIZAR's direction, Esparza solicited donations to High
7 School A's annual gala event from developers and consultants with
8 projects pending in defendant HUIZAR's district. Part of the money
9 raised from the gala event was used to pay salaried employees,
10 including Relative A-1.

11 Overt Act No. 310: On May 18, 2015, Esparza created a document
12 titled "[High School A] Fundraising Plan." The document included
13 commitments from: (1) Company D for \$10,000; (2) Chairman E for
14 \$20,000; (3) Company F for \$10,000; and (4) Company L for \$30,000.

15 Overt Act No. 311: On or around September 28, 2015, defendant
16 HUIZAR attended High School A's annual gala, which, at defendant
17 HUIZAR's request, was sponsored by the following companies, among
18 others, in the following amounts: (1) \$25,000 by Company L; (2)
19 \$10,000 by Company D; (3) \$10,000 by Company F; and (4) \$5,000 by
20 Company K.

21 **Steering CD-14 Developers to Preferred Firms**

22 Overt Act No. 312: In or around 2012, defendant HUIZAR
23 pressured Developer N to hire HUIZAR Associate 3 as a consultant on
24 Developer N's development project in CD-14. Developer N complied
25 with the request.

26 Overt Act No. 313: In or around May 2013, defendant HUIZAR
27 organized a dinner between Developer N, HUIZAR Associate 3, and a
28 partner of Law Firm A, which paid Relative A-1 a bi-weekly salary of

1 \$2,500. Developer N understood that defendant HUIZAR was asking
2 Developer N to hire Law Firm A because it paid Relative A-1 and in
3 exchange for defendant HUIZAR's support on the development project
4 pending in CD-14.

5 Overt Act No. 314: In or around March 2014, defendant HUIZAR
6 organized a meeting with Company D and HUIZAR Associate 1, and
7 encouraged Company D to hire HUIZAR Associate 1 as a consultant on
8 Project D.

9 Overt Act No. 315: On February 25, 2016, defendant HUIZAR
10 instructed Esparza by text message: "Please work it out with George
11 [Chiang] ... to set up a meeting with [Developer K] and [Law Firm A
12 partner] ... Let them know that [Relative A-1] works at [Law Firm A]
13 and we want to make introduction to see if [the company] ever needs
14 legal defense. Please keep me posted."

15 Overt Act No. 316: In or around 2017, at defendant HUIZAR's
16 request, Company O with projects pending in CD-14 agreed to hire
17 HUIZAR Associate 3 as a consultant with a monthly retainer of
18 \$10,000.

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

20 **Transporting of Cash into United States and Structuring to Avoid**
21 **Reporting Requirements**

22 Overt Act No. 317: On January 1, 2016, defendant HUIZAR,
23 Esparza, Chairman E, and Executive Director E traveled to Australia,
24 where defendant HUIZAR and Esparza accepted financial benefits from
25 Chairman E, including private jet flights for Esparza, a \$10,980
26 commercial airline ticket for defendant HUIZAR, hotels, meals,
27 alcohol, and other expenses. In addition, Chairman E provided
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1 defendant HUIZAR and Esparza casino gambling chips, which defendant
2 HUIZAR and Esparza cashed out in Australian dollars.

3 Overt Act No. 318: After the Australia trip, defendant HUIZAR
4 and Esparza discussed evading bank reporting requirements by
5 converting Australian dollars to American dollars. Specifically, on
6 February 8, 2016, Esparza told defendant HUIZAR via text message:
7 "They are asking me for my drivers license and social security for
8 IRS record. Do you think it's fine to leave my info?" Defendant
9 HUIZAR responded: "No. Maybe we can change a little at a time...under
10 10 k in future." Defendant HUIZAR also wrote: "Don't exchange if
11 they are asking u for all that info." Defendant HUIZAR later
12 instructed Esparza: "Go to the other place tomorrow and take 9 k. See
13 if they change 9 k without getting your social security number."
14 Defendant HUIZAR added: "Even if they take your social security, it
15 doesn't mean that they will report to irs. They probably will just
16 keep it for their records but not do anything with tax reporting."

17 Overt Act No. 319: On February 9, 2016, at defendant HUIZAR's
18 direction, Esparza exchanged 10,000 Australian dollars into American
19 dollars. Esparza then reported to defendant HUIZAR in a text
20 message: "I exchanged 10k today. Will do another tomorrow. If it's
21 under 10k, they will not report." Defendant HUIZAR then told Esparza
22 to ask for a better exchange rate the next day.

23 Overt Act No. 320: On February 10, 2016, at defendant HUIZAR's
24 direction, Esparza exchanged another 10,000 Australian dollars into
25 American dollars.

26 Overt Act No. 321: On February 14, 2016, defendant HUIZAR
27 texted Esparza: "(1). U back? How did chairman [E] do? (2). For last
28 batch to exchange, I think it is 12,800 (correct?). ...see if u can

1 bargain with either of two places in dtla for more than .68. The
2 Australian dollar has gotten stronger and is close to .72 official
3 exchange." Esparza responded: "I came home. Chairman [E] is up 2mil.
4 Ok. I'll see if I can get close to .72."

5 Overt Act No. 322: On February 17, 2016, at defendant HUIZAR's
6 direction, Esparza exchanged another 12,800 Australian dollars into
7 American dollars, and confirmed to defendant HUIZAR by text message:
8 "I was able to get you .69 exchange rate" and that "chairman [E] won
9 3 mil." Defendant HUIZAR responded: "Wow. Wow. Wow."

10 **Money Laundering through Family Members**

11 Overt Act Nos. 323-356: On or about the below dates, in order
12 to conceal and disguise the nature, source, ownership, and control of
13 proceeds from defendant HUIZAR's pay-to-play scheme, defendant HUIZAR
14 caused Relative A-2 to deposit cash into Relative A-2's checking
15 account and thereafter pay defendant HUIZAR directly or indirectly:

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
323	01/08/14	Defendant HUIZAR deposited check from Relative A-2 into his checking account		\$15,000
324	04/08/14	Defendant HUIZAR deposited check from Relative A-2 into his checking account		\$5,000
325	11/03/14	Relative A-2 deposited cash into checking account	\$5,000	
326	11/18/14	Defendant HUIZAR deposited check from Relative A-2 into his checking account		\$4,900
327	12/03/14	Relative A-2 deposited cash into checking account	\$7,000	

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
328	12/11/14	Relative A-2 wrote check to pay defendant HUIZAR's credit card bill		\$7,000
329	03/12/15	Relative A-2 deposited cash into checking account	\$10,000	
330	03/12/15	Defendant HUIZAR deposited check from Relative A-2 into his checking account		\$10,000
331	04/08/15	Relative A-2 deposited cash into checking account	\$10,000	
332	04/21/15	Relative A-2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$4,272.66
333	04/22/15	Relative A-2 deposited cash into checking account	\$2,300	
334	04/23/15	Relative A-2 made electronic payment to pay defendant HUIZAR's credit card		\$8,000
335	07/03/15	Relative A-2 deposited cash into checking account	\$9,000	
336	07/05/15	Relative A-2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,895.91
337	07/13/15	Relative A-2 wrote check to pay defendant HUIZAR's credit card bill		\$2,492.45
338	07/14/15	Relative A-2 wrote check to pay defendant HUIZAR's property taxes		\$2,640.51
339	08/19/15	Relative A-2 deposited cash into checking account	\$8,100	
340	08/19/15	Relative A-2 wrote a check to defendant HUIZAR's loan interest to Bank 1		\$2,895.92

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
341	08/24/15	Relative A-2 made electronic payment to pay defendant HUIZAR's credit card bill		\$1,844.10
342	08/24/15	Relative A-2 made electronic payment to pay defendant HUIZAR's credit card bill		\$3,042.47
343	01/04/16	Relative A-2 deposited cash into checking account	\$2,900	
344	01/06/16	Relative A-2 wrote check to pay defendant HUIZAR's credit card bill		\$704.57
345	01/23/16	Relative A-2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,895.91
346	01/25/16	Relative A-2 deposited cash into checking account	\$13,000	
347	01/27/16	Relative A-2 wrote check to pay defendant HUIZAR's credit card bill		\$7,730.22
348	04/27/17	Relative A-2 deposited cash into checking account	\$9,000	
349	04/29/17	Relative A-2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,900.97
350	06/02/17	Relative A-2 deposited cash into checking account	\$9,000	
351	06/08/17	Relative A-2 wrote check to pay defendant HUIZAR's credit card bill		\$12,755.11
352	06/23/17	Relative A-2 wrote a check for defendant HUIZAR's loan interest to Bank 1		\$2,895.91
353	06/27/17	Relative A-2 deposited cash into checking account	\$6,000	

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
354	07/19/17	Relative A-2 deposited cash into checking account	\$8,000	
355	07/27/17	Relative A-2 wrote check to pay defendant HUIZAR's credit card bill		\$10,955.91
356	09/19/17	Relative A-2 deposited cash into checking account	\$9,000	
		TOTAL:	\$108,300	\$110,722

Overt Act Nos. 357-374: 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 provided cash to Relative A-3 and caused Relative A-3 to pay defendant HUIZAR directly or indirectly:

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
357	11/27/13	Defendant HUIZAR deposited two \$7,500 checks from Relative A-3 into his checking account		\$15,000
358	01/08/14	Defendant HUIZAR deposited check from Relative A-3 into his checking account		\$10,000
359	08/04/14	Defendant HUIZAR deposited check from Relative A-3 into his checking account		\$10,000
360	08/29/14	Defendant HUIZAR deposited check from Relative A-3 into his checking account		\$10,000

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
361	12/23/14	Relative A-3 wrote a check to pay defendant HUIZAR's legal fees		\$10,000
362	11/16/15	Defendant HUIZAR deposited check from Relative A-3 into his checking account		\$9,000
363	11/19/15	Relative A-3 wrote a check to pay defendant HUIZAR's credit card bill		\$4,915.92
364	12/30/15	Defendant HUIZAR deposited check from Relative A-3 into his checking account		\$9,000
365	09/22/16	Relative A-3 wrote a check to pay defendant HUIZAR's credit card bill		\$2,836.52
366	09/22/16	Relative A-3 wrote a check to pay defendant HUIZAR's loan interest to Bank 1		\$7,263.51
367	11/09/16	Relative A-3 wrote a check to pay defendant HUIZAR's credit card bill		\$5,451.68
368	12/23/16	Relative A-3 deposited cash into checking account	\$10,000	
369	12/23/16	Relative A-3 wrote a check to pay fee for defendant HUIZAR's party		\$24,694.53
370	02/17/17	Relative A-3 deposited cash into checking account	\$10,000	
371	02/17/17	Relative A-3 made electronic payment to pay defendant HUIZAR's credit card bill		\$7,263.52
372	02/27/17	Relative A-3 deposited cash into checking account	\$6,000	

Overt Act No.	Date	Description	Cash Deposit	Payment to Defendant HUIZAR
373	03/10/17	Relative A-3 deposited cash into checking account	\$3,000	
374	03/13/17	Relative A-3 made electronic payment to defendant HUIZAR's credit card bill		\$7,464.99
		TOTAL:	\$29,000	\$132,891

Overt Act Nos. 375-384: 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 Relative A-1 to deposit cash into Relative A-1's checking account, and thereafter pay for household expenses:

Overt Act No.	Date	Description	Amount
375	04/05/16	Cash deposit	\$500
376	06/23/16	Cash deposit	\$400
377	08/16/16	Cash deposit	\$500
378	09/15/16	Cash deposit	\$500
379	11/09/16	Cash deposit	\$800
380	12/02/16	Cash deposit	\$1,000
381	12/06/16	Cash deposit	\$500

Overt Act No.	Date	Description	Amount
382	12/21/16	Cash deposit	\$500
383	01/30/17	Cash deposit	\$500
384	02/08/17	Cash Deposit	\$200
		TOTAL:	\$5,400

(8) Defendant HUIZAR's Additional Concealment of Pay-to-Play Scheme

Defendant HUIZAR's Concern About Detection

Overt Act No. 385: On October 28, 2015, in an effort to attempt to conceal his corrupt relationship with Chairman E, their trips to Las Vegas, and the benefits provided and accepted at casinos, defendant HUIZAR sent a text message to Esparza about an upcoming trip to Las Vegas with Chairman E and Executive Director E, writing: "Check to see if [private] airplane checks your id. If they don't, maybe I fly with u guys." Esparza responded: "Yes. [Executive Director E] says they check Id."

Overt Act No. 386: On February 28, 2016, defendant HUIZAR and Esparza had a conversation via text messages regarding avoiding documentation of their joint trip to Las Vegas and the money they received there. Esparza wrote: "No need to book flight. You can take plane back with chairman [E]." Defendant HUIZAR asked: "They don't check id?" Esparza responded: "No Id." Later that day, defendant HUIZAR instructed Esparza: "When u have a chance, go and cash chips little by little bc if [Chairman E] loses, u won't be able to cash." Esparza responded: "Yes. That's what I'm doing."

1 Overt Act No. 387: On July 13, 2016, defendant HUIZAR and
2 Esparza had a conversation via text message regarding an upcoming
3 trip to Las Vegas with Chairman E and Executive Director E, and their
4 concern about defendant HUIZAR being identified as traveling with
5 Chairman E and Executive Director E. Defendant HUIZAR wrote: "Let me
6 know who is there and how [Chairman E] is doing [in terms of gambling
7 winnings] so that I can determine if I go or not." Esparza responded
8 that "the sheriff we met before" was part of the group. Defendant
9 HUIZAR later asked: "If sheriff guy there maybe I shouldn't go?" The
10 same day, defendant HUIZAR asked Esparza by text: "Is [casino] strict
11 about ID?" Esparza responded: "Not at all," adding: "Haven't checked
12 my ID and I've been playing."

13 Overt Act No. 388: On July 14, 2016, defendant HUIZAR warned
14 Esparza to avoid discussing their trips to Las Vegas with Chairman E
15 by phone, writing in an e-mail: "We should limit types of
16 conversations we just had on phone. For future reference. My bad."

17 Overt Act No. 389: On July 14, 2016, defendant HUIZAR again
18 warned Esparza to avoid phone discussions regarding Las Vegas trips
19 with Chairman E, writing in a text message: "Hey we should watch what
20 we say on phone." Esparza responded: "You're right. We always have
21 to be safe."

22 **Failure to Report on Forms 700 and Tax Returns**

23 Overt Act Nos. 390-397: On or about the following dates, in an
24 effort to conceal the benefits defendant HUIZAR received from
25 developers as part of the pay-to-play scheme, defendant HUIZAR failed
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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
390	April 2015	2014 Form 700
391	April 2015	2014 Tax Return
392	April 2016	2015 Form 700
393	April 2016	2015 Tax Return
394	April 2017	2016 Form 700
395	April 2017	2016 Tax Return
396	April 2018	2017 Form 700
397	April 2018	2017 Tax Return

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20 **Concealment of Large Cash Sum at Residence**

21 Overt Act No. 398: On or about November 7, 2018, defendant
22 HUIZAR possessed approximately \$129,000 in cash hidden at his
23 residence, which was made up of cash payments defendant HUIZAR had
24 accepted from Chairman E and Businessperson A.

25 **(9) Defendant HUIZAR's Obstructionist Conduct**

26 Overt Act No. 399: On June 20, 2017, after Esparza told
27 defendant HUIZAR that he was interviewed by the FBI and defendant
28 HUIZAR asked Esparza about the FBI's questions, and whether the FBI

1 asked questions about Businessperson A and Chairman E, defendant
2 HUIZAR instructed Esparza not to tell anyone that Esparza disclosed
3 the content of his FBI interview to defendant HUIZAR.

4 Overt Act No. 400: On December 28, 2017, in a conversation in
5 defendant HUIZAR's private bathroom in City Hall, Esparza referred to
6 his FBI interviews the prior summer: "I did everything I could to
7 make sure you're protected. And I just really hope you know that."
8 In response, defendant HUIZAR stated: "Yeah, and that's why I said we
9 are both in this together.... We're in it together."

10 Overt Act No. 401: On October 27, 2018, defendant HUIZAR
11 instructed Businessperson A not to disclose incriminating information
12 to the FBI, including instructing Businessperson A not to mention
13 anything about parties or "dessert," meaning defendant HUIZAR's use
14 of escort/prostitution services, which Businessperson A had provided
15 at parties Businessperson A hosted.

16 Overt Act No. 402: On April 10, 2019, during an interview with
17 the U.S. Attorney's Office and FBI during which defendant HUIZAR was
18 advised, in the presence of counsel, that lying to the government was
19 a crime, defendant HUIZAR falsely stated that: (a) he told Esparza
20 that the hundreds of thousands of dollars cash payment Kim provided
21 to Esparza was "yours, I do not want it"; and (b) he did not discuss
22 Esparza giving defendant HUIZAR the money from Kim in April 2018.

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COUNTS TWO THROUGH FIFTEEN

[18 U.S.C. §§ 1341, 1343, 1346, 2(b)]

A. THE SCHEME TO DEFRAUD

40. Beginning on an unknown date but no later than February 2013, and continuing to the present, in Los Angeles County, within the Central District of California, and elsewhere, defendant HUIZAR, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud the City of Los Angeles and its citizens of their right to the honest services of their public officials through bribery and kickbacks, materially false and fraudulent pretenses and representations, and the concealment of material information, which violation affected at least one financial institution.

B. MEANS AND METHODS OF THE SCHEME TO DEFRAUD

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

a. In exchange for his official acts, defendant HUIZAR and his co-schemers would demand, solicit, accept, and agree to accept from developers and their proxies financial benefits, including: (1) cash; (2) consulting and retainer fees; (3) favorable loans; (4) gambling chips at casinos; (5) political contributions; (6) flights on private jets and commercial airlines; (7) stays at luxury hotels; (8) expensive meals; (9) spa services; (10) event tickets to concerts, shows, and sporting events; (11) escort and prostitution services; and (12) other gifts.

b. In exchange for the bribes and kickbacks from co-schemer developers and their proxies, defendant HUIZAR and his co-schemers would agree to perform and perform the following types of

1 official acts, among others: (1) presenting motions and resolutions
2 in various City committees to benefit projects; (2) voting on
3 projects in various City committees, including the PLUM Committee,
4 and City Council; (3) taking, or not taking, action in the PLUM
5 Committee to expedite or delay the approval process and affect
6 project costs; (4) exerting pressure on other City officials to
7 influence the approval process of projects; (5) using their office to
8 negotiate with and exert pressure on labor unions to resolve issues
9 on projects; (6) leveraging voting and scheduling power to pressure
10 developers with projects pending before the City to affect their
11 business practices; and (7) introducing or voting on City resolutions
12 to enhance the professional reputation and marketability of
13 businesspersons in the City.

14 c. Defendant HUIZAR and his co-schemers would conceal
15 their scheme by: (1) storing large amounts of cash in their
16 residences; (2) providing cash to family members and associates; (3)
17 directing payments to family members, associates, and entities to
18 avoid creating a paper trail between the developers, their proxies
19 and public officials; (4) using family members and associates to pay
20 expenses; (5) depositing cash at ATMs and banks in amounts under
21 \$10,000 to avoid bank reporting requirements; (6) failing to disclose
22 payments and benefits received on Forms 700 and on tax returns; (7)
23 lying to law enforcement; (8) attempting to corruptly influence the
24 statements of others to law enforcement; and (9) using encrypted
25 messaging applications, including those utilizing a self-destructing
26 message system, to communicate about their scheme.

1 C. USE OF WIRES

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

7

Project E		
<u>COUNT</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
TWO	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	10/19/2016	E-mail from Executive Director E to defendant HUIZAR, forwarding an e-mail and attachment from Chairman E regarding Project E, which traveled between two locations in Los Angeles County through a Google server located outside of California.
FOUR	12/19/2016	E-mail from defendant HUIZAR to Executive Director E providing recommendations for consultants for Project E, which traveled between two locations in Los Angeles County through a Google server located outside of California.

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Project C		
<u>COUNT</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
FIVE	08/09/2016	E-mail from Kim to Esparza, forwarding an e-mail from Developer C attaching a copy of the labor union appeal filed against Project C, which traveled between two locations in Los Angeles County through a Google server located outside of California.

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Project D

<u>COUNT</u>	<u>DATE</u>	<u>WIRE TRANSMISSION</u>
SIX	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	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.
EIGHT	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	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	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	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	01/09/2018	E-mail from 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.
THIRTEEN	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

43. On or about the dates set forth below, within the Central District of California and elsewhere, defendant HUIZAR, for the

1 purpose of executing the above-described scheme to defraud, willfully
2 caused the following items to be placed in an authorized depository
3 for mail matter to be sent and delivered by the United States Postal
4 Service according to the directions thereon:

<u>COUNT</u>	<u>DATE</u>	<u>MAILING</u>
FOURTEEN	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.
FIFTEEN	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, to the Company M office in Los Angeles County.

COUNTS SIXTEEN THROUGH NINETEEN

[18 U.S.C. §§ 1952(a)(3), 2(b)]

44. On or about the dates set forth below, within the Central District of California and elsewhere, defendant HUIZAR 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>
SIXTEEN	01/01/2016	Defendant HUIZAR and Chairman E traveled from Los Angeles, California to Australia.	Between January 1 and 10, 2016, defendant HUIZAR caused, induced, and procured Chairman E to pay group expenses, and accepted approximately 32,800 in Australian currency from Chairman E, in exchange for defendant HUIZAR agreeing to perform official acts to benefit Project E.

COUNT	DATE	TRAVEL	SUBSEQUENT ACTS
SEVENTEEN	04/30/2016	Defendant HUIZAR and Chairman E traveled from Los Angeles, California to Las Vegas, Nevada.	Between April 30, 2016 and May 2, 2016, defendant HUIZAR caused, induced, and procured Chairman E to pay approximately \$127,256 in group expenses, and accepted approximately \$10,000 in casino gambling chips from Chairman E, in exchange for defendant HUIZAR agreeing to perform official acts to benefit Project E.
EIGHTEEN	08/05/2016	Defendant HUIZAR and Chairman E traveled from Los Angeles, California to Las Vegas, Nevada.	Between August 5 and August 7, 2016, defendant HUIZAR caused, induced, and procured Chairman E to pay approximately \$60,463 in group expenses, and accepted approximately \$11,000 in casino gambling chips from Chairman E, in exchange for defendant HUIZAR agreeing to perform official acts to benefit Project E.
NINETEEN	02/04/2017	Defendant HUIZAR and Chairman E traveled from Los Angeles, California to Las Vegas, Nevada.	Between February 4 and February 6, 2017, defendant HUIZAR caused, induced, and procured Chairman E to pay approximately \$16,822 in group expenses, and accepted approximately \$10,000 in casino gambling chips from Chairman E, in exchange for defendant HUIZAR agreeing to perform official acts to benefit Project E.

COUNT TWENTY

[18 U.S.C. § 666(a)(1)(B)]

45. Between in or about August 1, 2015 and in or about December 2018, in Los Angeles County, within the Central District of California, defendant 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 financial benefits from Chairman E, including casino gambling chips, accommodations, and travel expenses, and approximately \$575,000 in collateral applied to defendant HUIZAR's personal loan from Bank 1, intending to be influenced and rewarded in connection with Project E, including in: (1) presenting motions and resolutions in various City committees to benefit Project E; (2) voting on Project E in various City committees, including the PLUM Committee, and City Council; (3) taking action in the PLUM Committee to expedite the approval process of Project E; and (4) exerting pressure on other City officials to influence the approval process of Project E.

COUNT TWENTY-ONE

[18 U.S.C. § 666(a)(1)(B)]

46. Between on or about August 8, 2016, and on or about July 31, 2017, in Los Angeles County, within the Central District of California, defendant 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 Developer C \$500,000 in cash, intending to be influenced and rewarded in connection with Project C, including in: (1) pressuring Labor Organization A to dismiss its appeal against Project C and (2) voting to deny Labor Organization A's appeal against Project C in the PLUM Committee.

COUNT TWENTY-TWO

[18 U.S.C. § 666(a)(1)(B)]

47. Between in or about June 2016 and in or about November 2016, in Los Angeles County, within the Central District of California, defendant 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 Chairman D's relative \$66,000 in consulting fees paid to HUIZAR Associate 1, intending to be influenced and rewarded in connection with Project D, including in: (1) presenting motions and resolutions in various City committees to benefit Project D; (2) voting on Project D in various City committees, including the PLUM Committee, and City Council; (3) taking action in the PLUM Committee to expedite the approval process of Project D; and (4) exerting pressure on other City officials to influence the approval process of Project D.

COUNT TWENTY-THREE

[18 U.S.C. § 666(a)(1)(B)]

48. Between in or about November 2017 and in or about November 2018, in Los Angeles County, within the Central District of California, defendant HUIZAR, an agent of the City of Los Angeles, 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 solicited, demanded, and agreed to accept from Chairman D a \$100,000 campaign contribution to benefit Relative A-1's campaign for the CD-14 seat, intending to be influenced and rewarded in connection with Project D, including in: (1) voting to approve Project D in the PLUM Committee and City Council and (2) presenting a resolution in the PLUM Committee to benefit Project D.

COUNT TWENTY-FOUR

[18 U.S.C. § 666(a)(1)(B)]

49. Between in or about January 2018 and in or about November 2018, in Los Angeles County, within the Central District of California, defendant HUIZAR, an agent of the City of Los Angeles, 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 solicited, demanded, and agreed to accept \$100,000 in the form of contributions to PAC A from Company M, intending to be influenced and rewarded in connection with Project M, including in: (1) voting to deny a labor union's appeal against Project M in the PLUM Committee and (2) voting to approve Project M in the PLUM Committee and City Council.

COUNT TWENTY-FIVE

[18 U.S.C. § 666(a)(1)(B)]

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

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1 COUNTS TWENTY-SIX THROUGH TWENTY-NINE

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

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

18

<u>COUNT</u>	<u>DATE</u>	<u>FINANCIAL TRANSACTION</u>
19 TWENTY-SIX	04/27/2017	The deposit of \$9,000 in cash into Relative A-2's Checking Account.
20 TWENTY-SEVEN	04/29/2017	The issuance of a check for \$2,800.97 from Relative A-2's Checking Account to pay the interest on defendant HUIZAR's Bank 1 Loan.
21 TWENTY-EIGHT	06/02/2017	The deposit of \$9,000 in cash into Relative A-2's Checking Account.
22 TWENTY-NINE	06/08/2017	The issuance of a check for \$12,755.11 from Relative A-2's Checking Account to pay defendant HUIZAR's Chase Credit Card bill.

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COUNT THIRTY

[18 U.S.C. §§ 1956(a)(2)(B)(i), 2(b)]

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

COUNT THIRTY-ONE

[31 U.S.C. § 5324(a)(3)]

53. On or about the dates set forth below, in Los Angeles County, within the Central District of California, defendant 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 and assisted in structuring, and attempted to structure and assisted in structuring, the following financial transactions with one or more domestic financial institutions:

<u>DATE</u>	<u>DESCRIPTION</u>
02/09/2016	At the direction of defendant HUIZAR, who knew the reporting requirements and intended to evade them, Esparza exchanged 10,000 Australian dollars into U.S. currency at a currency exchange institution in the City.
02/10/2016	At the direction of defendant HUIZAR, who knew the reporting requirements and intended to evade them, Esparza exchanged 10,000 Australian dollars into U.S. currency at a currency exchange institution in the City.
02/17/2016	At the direction of defendant HUIZAR, who knew the reporting requirements and intended to evade them, Esparza exchanged 12,800 Australian dollars into U.S. currency at a currency exchange institution in the City.

COUNT THIRTY-TWO

[18 U.S.C. § 1014]

54. On or about March 24, 2016, in Los Angeles County, within the Central District of California, defendant 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-THREE

[18 U.S.C. § 1001(a)(2)]

55. 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 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 Project C bribery scheme, defendant HUIZAR falsely stated that: (a) he told Esparza that the hundreds of thousands of dollars cash payment 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.

COUNT THIRTY-FOUR

[26 U.S.C. § 7201]

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

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

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

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

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

1 amount reported on the tax return, and as a result of such additional
2 taxable income, there was additional tax due and owing to the United
3 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 the defendant's conviction of the offense
8 set forth in Count One of this Indictment.

9 2. The defendant, if 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 the defendant, if so convicted, shall forfeit substitute property, up
27 to the total value of the property described in the preceding
28 paragraph if, as the result of any act or omission of the defendant,

1 the property described in the preceding paragraph, or any portion
2 thereof (a) cannot be located upon the exercise of due diligence; (b)
3 has been transferred, sold to or deposited with a third party; (c)
4 has 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 the defendant's conviction of
8 the offenses set forth in any of Counts Two and Thirty-Two of this
9 Indictment.

10 2. The defendant, if 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) and
20 Title 28, United States Code, Section 2461(c), the defendant, if so
21 convicted, shall forfeit substitute property, up to the total value
22 of the property described in the preceding paragraph if, as the
23 result of any act or omission of the defendant, the property
24 described in the preceding paragraph, or any portion thereof: (a)
25 cannot be located upon the exercise of due diligence; (b) has been
26 transferred, sold to or deposited with a third party; (c) has been
27 placed beyond the jurisdiction of the court; (d) has been

1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

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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 the defendant's conviction of
8 the offenses set forth in any of Counts Three through Twenty-Five of
9 this Indictment.

10 2. The defendant, if 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), the
20 defendant, if so convicted, shall forfeit substitute property, up to
21 the total value of the property described in the preceding paragraph
22 if, as the result of any act or omission of the defendant, the
23 property described in the preceding paragraph, or any portion
24 thereof: (a) cannot be located upon the exercise of due diligence;
25 (b) has been transferred, sold to or deposited with a third party;
26 (c) has been placed beyond the jurisdiction of the court; (d) has
27 been substantially diminished in value; or (e) has been commingled
28 with 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 Twenty-Six through Thirty of this
9 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-One of this Indictment.

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

11 a. All property, real or personal, involved in the
12 offense and any property traceable thereto; and

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

16 3. Pursuant to Title 21, United States Code, Section 853(p)
17 and Title 31, United States Code, Section 5317(c)(1)(B), the
18 defendant, if so convicted, shall forfeit substitute property, if, by
19 any act or omission of the defendant, the property described in the
20 preceding, or any portion thereof; (a) cannot be located upon the
21 exercise of due diligence; (b) has been transferred, sold to, or
22 deposited with a third party; (c) has been placed beyond the
23 jurisdiction of the court; (d) has been substantially diminished in
24 value; or (e) has been commingled with other property that cannot be
25 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 Thirty-Four of this Indictment.

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

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

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

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

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

27 e. Any property (including aircraft, vehicles, vessels,
28 or draft animals) used to transport or for the deposit or concealment

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

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

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

6
7 /s/

8 Foreperson

9
10 NICOLA T. HANNA
United States Attorney

11 

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

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

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

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