

**FILED**  
CLERK, U.S. DISTRICT COURT  
**12/6/2021**  
CENTRAL DISTRICT OF CALIFORNIA  
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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
DAVID H. WRIGHT,  
  
Defendant.

CR No. 2:21-CR-00559-PA  
  
I N F O R M A T I O N  
  
[18 U.S.C. § 666(a)(1)(B): Bribery  
Concerning Programs Receiving  
Federal Funds; 18 U.S.C.  
§ 981(a)(1)(C) and 28 U.S.C.  
§ 2461(c): Criminal Forfeiture]

The United States Attorney charges:  
  
INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

A. RELEVANT PERSONS AND ENTITIES

1. The Los Angeles Department of Water and Power ("LADWP") was the largest municipal utility in the United States, and provided water and electricity services to approximately 4 million residents in and around the City of Los Angeles (the "City"). LADWP was governed by a five-member Board of Commissioners (the "LADWP Board"). LADWP was a City agency that received more than \$10,000 per year in funds from the United States, including for the years 2017 through 2019, in the form of grants, contracts, subsidies, loans, guarantees, insurance, and other forms of federal assistance.

1           2.     Defendant DAVID H. WRIGHT was the General Manager of LADWP  
2 from on or about September 6, 2016, until on or about July 23, 2019.

3           3.     Paul O. Paradis was an attorney licensed in New York.

4 B.     THE LADWP BILLING DEBACLE

5           4.     In 2013, LADWP implemented a new billing system, which it  
6 had procured from an outside vendor, PricewaterhouseCoopers ("PwC").  
7 After LADWP implemented the new billing system, hundreds of thousands  
8 of LADWP customers ("ratepayers") received massively inflated and  
9 otherwise inaccurate utility bills, including bills that undercharged  
10 ratepayers to the financial detriment of LADWP.

11          5.     Beginning on or about December 16, 2014, Paradis  
12 represented LADWP in an affirmative lawsuit against PwC, wherein  
13 LADWP alleged that PwC was to blame for LADWP's billing debacle.

14          6.     On or about April 1, 2015, a class-action lawsuit, *Antwon*  
15 *Jones v. City of Los Angeles* ("*Jones v. City*"), was filed on behalf  
16 of LADWP ratepayers related to the billing debacle. Immediately  
17 thereafter, the City began to pursue a settlement in the case.

18 C.     THE AVENTADOR CONTRACT BRIBERY SCHEME

19           **1.     Paradis Contracts With LADWP For Technical Services Related**  
20           **to the Billing Litigation**

21          7.     On or about October 19, 2015, the LADWP Board awarded a  
22 one-year, approximately \$1,304,090 no-bid contract to Paradis's law  
23 firm, the Paradis Law Group, PLLC ("PLG"), to provide project  
24 management services in connection with LADWP's billing system  
25 remediation.

26          8.     On or about May 23, 2016, the LADWP Board extended PLG's  
27 project management services contract for another year and increased  
28 the value of the contract by approximately \$4,725,675.

1           **2.   Paradis Begins Ghostwriting the Independent Monitor's**  
2           **Reports to the Court**

3           9.   In or around December 2015, the Los Angeles Superior Court  
4 judge overseeing the *Jones v. City* lawsuit appointed an independent  
5 monitor ("Independent Monitor") to oversee and report to the court on  
6 LADWP's performance under the *Jones v. City* settlement agreement,  
7 which required LADWP to remediate its billing system and meet various  
8 benchmarks over a specific period of time, among other obligations.

9           10. During the course of Independent Monitor's work as the  
10 entity appointed by the court to deliver objective and unbiased  
11 reports, Paradis and Independent Monitor formed a personal  
12 relationship. Over the course of that relationship and during  
13 Independent Monitor's tenure as Independent Monitor, Paradis treated  
14 Independent Monitor to sporting events, as well as meals and drinks,  
15 on multiple occasions.

16           11. As part of Independent Monitor's duties, the court required  
17 him to file periodic reports with the court describing, among other  
18 things, LADWP's progress in meeting its remediation obligations and  
19 the benchmarks contained in the *Jones v. City* settlement agreement.  
20 With the knowledge and approval of multiple LADWP officials and  
21 employees, Paradis drafted the substance of nearly all of Independent  
22 Monitor's reports to the court. Independent Monitor never disclosed  
23 to the court that he relied on Paradis for nearly all of his reports.  
24 Ghostwriting Independent Monitor's reports allowed Paradis to  
25 position himself for a lucrative contract in connection with the  
26 remediation work.

1           **3.   Paradis Forms a Personal Relationship with Defendant**  
2           **WRIGHT, and They Begin Planning for a Future LADWP Contract**

3           12. Through his involvement in the *City v. PwC* case and  
4 providing project management services for LADWP's billing system,  
5 Paradis formed a close working and personal relationship with  
6 defendant WRIGHT. Defendant WRIGHT and Paradis traveled together for  
7 both work and personal purposes, attended concerts and other events  
8 together, and dined together at expensive restaurants. Paradis  
9 regularly paid for defendant WRIGHT at these outings.

10          13. During PLG's project management services contract,  
11 defendant WRIGHT and Paradis discussed ways for Paradis to perform  
12 additional work for LADWP. In or around early 2017, Paradis advised  
13 defendant WRIGHT that, as a law firm, PLG could not provide future  
14 remediation services for LADWP based on state bar rules prohibiting  
15 defendant PLG from providing non-legal services. They discussed  
16 having Paradis form a new company to provide future remediation and  
17 other services to LADWP, under a new contract with LADWP.

18                 (a) *Paradis Agrees To Give Defendant WRIGHT a Future Job,*  
19                         *Million-Dollar Salary, and Company Car in Exchange for*  
                              *Wright's Help Securing Lucrative Contract*

20          14. On or about February 10, 2017, Paradis met privately with  
21 defendant WRIGHT at a hotel restaurant in Riverside, California.  
22 During this meeting, Paradis and defendant WRIGHT discussed the fact  
23 that Paradis was forming a new company, Aventador Utility Solutions,  
24 LLC ("Aventador") to secure a lucrative no-bid contract with LADWP  
25 that would include, among other work, continued remediation services  
26 as well as cyber-related services. Defendant WRIGHT and Paradis went  
27 on to discuss ways that defendant WRIGHT could benefit financially  
28 from Aventador. Specifically, defendant WRIGHT and Paradis agreed

1 that defendant WRIGHT would ensure that the LAWDWP Board awarded a  
2 contract to Aventador. In exchange, they agreed that defendant  
3 WRIGHT would receive, among other benefits: (1) to be the Chief  
4 Executive Officer ("CEO") of Aventador upon defendant WRIGHT's  
5 retirement from LADWP; (2) an approximately \$1,000,000 annual salary  
6 upon joining Aventador; and (3) a new Mercedes SL 550 as defendant  
7 WRIGHT's company car.

8 15. On or about March 28, 2017, Paradis registered Aventador  
9 with the California Secretary of State.

10 (b) *Paradis Writes a Self-Serving Independent Monitor*  
11 *Report Padded With Crucial Support for the Aventador*  
*Contract*

12 16. In or around early May of 2017, Paradis drafted the next  
13 periodic court report for Independent Monitor, which defendant WRIGHT  
14 reviewed before Paradis provided it to Independent Monitor. As  
15 discussed and agreed with defendant WRIGHT, Paradis's primary goal in  
16 drafting this report was to provide defendant WRIGHT with support for  
17 his campaign to persuade the LADWP Board to award a \$30,000,000 no-  
18 bid contract to Aventador.

19 17. On or about May 5, 2017, Independent Monitor's report was  
20 filed with the court in the *Jones v. City* case. Section IV of the  
21 report, which Paradis drafted specifically to include talking points  
22 for defendant WRIGHT to use to convince the LADWP Board to approve  
23 the Aventador contract, stated, among other things, that LADWP was  
24 grossly understaffed in the Information Technology ("IT") area and  
25 needed to procure these services through an outside vendor.

1 (c) Defendant WRIGHT and Paradis Work to Secure the LADWP  
2 Board's Support for a \$30,000,000 No-Bid Aventador  
Contract

3 18. In or around May 2017 and early June 2017, defendant WRIGHT  
4 and Paradis worked together to position Aventador to secure a  
5 \$30,000,000 no-bid contract with LADWP. These efforts included  
6 lobbying individual LADWP Board members and other LADWP employees and  
7 officials to solicit their support for the Aventador contract,  
8 editing drafts of a letter that was ultimately sent to the LADWP  
9 Board summarizing the purpose and terms of the proposed Aventador  
10 contract and explaining why alternatives to awarding the contract on  
11 a no-bid basis were unsatisfactory (the "Board Letter"), and masking  
12 Paradis's affiliation with Aventador from defendant WRIGHT's oral and  
13 written presentation urging the LADWP Board to vote in favor of the  
14 Aventador contract.

15 **4. Relying on Defendant WRIGHT's Presentation and the**  
16 **Independent Monitor Report Ghostwritten By Paradis, the**  
17 **LADWP Board Votes To Award a \$30,000,000 No-Bid Contract To**  
18 **Aventador**

19 19. On June 6, 2017, the LADWP Board met and considered the  
20 Aventador contract.

21 20. In a presentation to the LADWP Board immediately before the  
22 vote, defendant WRIGHT cited the verbiage of the May 5, 2017  
23 Independent Monitor report secretly drafted by Paradis, told the  
24 LADWP Board that LADWP could not meet its obligations under the *Jones*  
25 *v. City* settlement agreement unless it contracted with Aventador, and  
26 conveyed a sense of urgency to approve the Aventador contract  
27 quickly. Defendant WRIGHT never disclosed to the LADWP Board that he  
28 had agreed to accept from Paradis the title of Aventador's CEO, an

1 annual salary of approximately \$1,000,000, a luxury company Mercedes,  
2 and the title of Aventador's CEO in exchange for his support of the  
3 Aventador contract.

4 21. Following defendant WRIGHT's presentation, the LADWP Board  
5 voted unanimously to award Aventador a three-year, \$30,000,000 no-bid  
6 contract.

7 **5. Defendant WRIGHT and Paradis Continue to Build Aventador**  
8 **for Their Mutual Personal Benefit**

9 22. On or about June 15, 2017, via text message, Paradis  
10 informed defendant WRIGHT that an LADWP Board member had been  
11 repeatedly contacting Paradis to solicit Paradis's help on a legal  
12 matter. Defendant WRIGHT replied by advising Paradis that the LADWP  
13 Board member was being appointed for another four-year term on the  
14 LADWP Board, which defendant WRIGHT suggested should "influence  
15 [Paradis's] thoughts a bit" on whether to provide the solicited help  
16 to the LADWP Board member. Defendant WRIGHT and Paradis agreed and  
17 understood that it was in their mutual best interest for Paradis to  
18 continue to provide "free" legal services to the LADWP Board member,  
19 because the LADWP Board member not only sat on the committee of the  
20 LADWP Board charged with overseeing the Aventador contract, but he  
21 would also be in a position to influence future contract renewals,  
22 amendments, task orders, and other actions related to the Aventador  
23 contract.

24 23. During the remainder of 2017, throughout 2018, and into  
25 early 2019, defendant WRIGHT and Paradis continued to collaborate to  
26 build and market Aventador and to seek additional lucrative business  
27 opportunities for Aventador both inside and outside LADWP.

1           24. On multiple occasions in late 2018 and early 2019, via text  
2 message, defendant WRIGHT conveyed to Paradis that he was ready to  
3 leave LADWP, and they discussed how defendant WRIGHT would use his  
4 remaining tenure as the General Manager of LADWP to obtain an  
5 extension of Aventador's contract and otherwise enhance Aventador's  
6 future financial prospects.

7           **6. Defendant WRIGHT and Paradis Expand Their Corrupt Aventador**  
8           **Plans**

9           25. In May of 2018, defendant WRIGHT and other LADWP officials  
10 and employees, along with Paradis, joined a delegation on a visit to  
11 Israel. During the trip, defendant WRIGHT and Paradis met with  
12 officials from a global company that provided cybersecurity training  
13 to governmental and business organizations ("Cyber Company"). Cyber  
14 Company had franchises in the United States and abroad, and defendant  
15 WRIGHT and Paradis decided to invest in bringing a Cyber Company  
16 facility to Los Angeles. Defendant WRIGHT and Paradis agreed that  
17 Paradis would put up \$5,000,000 in capital and would have a  
18 controlling interest, and that defendant WRIGHT would have an  
19 ownership interest. Defendant WRIGHT told Paradis that LADWP would  
20 purchase five years of cybersecurity training at the franchise  
21 facility, at a cost of \$3,000,000 per year. As the General Manager  
22 of LADWP, defendant WRIGHT did not have the formal authority to make  
23 this commitment on behalf of LADWP without action by the LADWP Board.  
24 Defendant WRIGHT and Paradis agreed that defendant WRIGHT would use  
25 his position and influence at LADWP to convince the LADWP Board to  
26 support and vote in favor of this expenditure, which both defendant  
27 WRIGHT and Paradis knew and intended would secretly benefit them both  
28 financially.



1           26. In January 2019, pursuant to his agreement with defendant  
2 WRIGHT, Paradis entered into a joint venture agreement with Cyber  
3 Company wherein Paradis agreed to pay \$5,000,000 to open a Cyber  
4 Company facility in Los Angeles that would provide training to LADWP  
5 employees.

6           **7. After Paradis Falls Out of the City's Favor, Defendant**  
7           **WRIGHT Destroys Evidence of His Plan to Join Aventador and**  
8           **Secretly Makes Plans to Join Aventador's Successor Company**

9           27. In early March 2019, after Paradis was forced to resign as  
10 the City's Special Counsel, defendant WRIGHT advised Paradis via text  
11 message to issue a press release characterizing his resignation as  
12 motivated by a need to focus on Aventador. Defendant WRIGHT also  
13 told Paradis that they should not be seen together in London on a  
14 trip they had previously planned for the purpose of promoting  
15 Aventador.

16           28. On or about March 16, 2019, the LADWP Board terminated the  
17 Aventador contract in the wake of negative media reports regarding  
18 Paradis and his involvement in the collusive LADWP litigation. The  
19 LADWP Board agreed to retain Aventador's services if the company  
20 changed its name and if Paradis agreed to sell his stake in the  
21 company and attest that he would not participate in or benefit from  
22 the company's business.

23           29. In or around the second half of March of 2019, Paradis sold  
24 Aventador to an employee of the company for approximately \$1,057 and  
25 filed a declaration disavowing any ongoing interest in the company.

26           30. On or about March 29, 2019, Aventador officially changed  
27 its name to Ardent Cyber Solutions, LLC ("Ardent").

28

1           31. On or about March 29, 2019, Paradis began actively  
2 cooperating with the Federal Bureau of Investigation ("FBI") in a  
3 Grand Jury investigation involving the Aventador contract and related  
4 matters.

5           32. On or about March 29, 2019, Paradis spoke with defendant  
6 WRIGHT on a telephone call. During this call and in all subsequent  
7 interactions referenced herein with defendant WRIGHT, Paradis was  
8 acting at the direction of the FBI. During the call, defendant  
9 WRIGHT expressed his increasing concern about his association with  
10 Paradis being discovered.

11           33. Later that day, Paradis spoke again with defendant WRIGHT  
12 in a telephone call. Defendant WRIGHT reiterated that he did not  
13 want to be seen in public with Paradis, and the two agreed that they  
14 would continue speaking privately but publicly deny any contact.  
15 They also discussed the possibility that federal or state law  
16 enforcement authorities might get involved.

17           34. Defendant WRIGHT and Paradis agreed to meet the following  
18 morning at 6:00 a.m. at Paradis's residence in Rancho Mirage,  
19 California. Defendant WRIGHT directed Paradis not to contact him on  
20 defendant WRIGHT's phone, but only to contact him using phone numbers  
21 for three of defendant WRIGHT's relatives. Defendant WRIGHT further  
22 directed Paradis to save one relative's phone number under the  
23 relative's middle name, and the other two relatives' phone numbers  
24 under aliases, in order to avoid detection.

25           35. On or about March 30, 2019, defendant WRIGHT and Paradis  
26 met at Paradis's residence. Defendant WRIGHT stated that he was  
27 concerned about his relationship with Paradis being revealed by  
28

1 discovery of the text messages between them, and they had the  
2 following discussion:

3 a. Defendant WRIGHT indicated that he would like to see  
4 that evidence disappear, stating, "Okay, so I'm going to say  
5 something that you get to read between the lines. But if all, if any  
6 of that stuff [the text messages] somehow wasn't there, I wouldn't be  
7 unhappy," and later stating, "It would be great if none of that [the  
8 text messages] was there."

9 b. Paradis replied, concurring that discovery of their  
10 communications could cause serious problems. Paradis stated, "The  
11 FBI, you don't want to fuck around with the FBI." Defendant WRIGHT  
12 replied, "Right."

13 c. Defendant WRIGHT and Paradis then discussed the  
14 specific items that defendant WRIGHT wanted destroyed or wiped clean,  
15 including texts, emails, an Aventador laptop that Paradis had  
16 supplied defendant Wright, and other physical items. Defendant  
17 WRIGHT stated that he wanted to return the Aventador laptop to  
18 Paradis. Defendant WRIGHT stated that if anyone asked, he would say  
19 that he never had an Aventador laptop. Paradis offered to get the  
20 laptop wiped and reset to factory settings, and defendant WRIGHT  
21 agreed.

22 d. Defendant WRIGHT and Paradis proceeded to discuss  
23 whether incriminating evidence existed on defendant WRIGHT's cell  
24 phone. Defendant WRIGHT stated that he would not be concerned about  
25 the texts assuming they "did what was needed to be done."  
26 Understanding defendant WRIGHT to mean that he wanted the texts wiped  
27 from his phone the same way they had discussed defendant WRIGHT's  
28 desire to wipe his Aventador laptop, Paradis clarified, "So, 'doing

1 whatever needs to be done' is similar to the laptop, the work laptop.  
2 The issue is, I need your phone if you want me to do that."  
3 Defendant WRIGHT agreed to give Paradis his phone to be wiped.  
4 Defendant WRIGHT further stated that he wanted the settings on his  
5 phone changed to automatically delete all messages after seven days  
6 in case anyone asked why his messages were deleted.

7 e. Defendant WRIGHT and Paradis then discussed defendant  
8 WRIGHT's emails. Defendant WRIGHT stated that he had only used his  
9 personal email and phone to discuss Aventador, and he directed  
10 Paradis to delete his emails with Paradis and other incriminating  
11 emails from defendant WRIGHT's personal email accounts and from his  
12 phone.

13 f. Defendant WRIGHT and Paradis also discussed  
14 destruction of physical evidence. Defendant WRIGHT told Paradis that  
15 he had gone through his office the week before and thrown out a  
16 "shitload" of physical materials.

17 g. Defendant WRIGHT and Paradis then discussed their  
18 continuing plans for and interests in the company formerly known as  
19 Aventador. Paradis told defendant WRIGHT that he was willing to  
20 continue their plans if defendant WRIGHT was also willing. Defendant  
21 WRIGHT replied, "I would love the idea if I could leave LA and be  
22 successful, but as quickly as possible, and have something waiting  
23 for me at that time."

24 h. Paradis then asked defendant WRIGHT if he still wanted  
25 to move forward with their original deal of defendant WRIGHT having a  
26 10% share in Aventador, with a possible increase due to defendant  
27 WRIGHT's increased focus on Cyber Company. Defendant WRIGHT  
28 confirmed that he was still interested in moving forward, stating,

1 "The future with Aventador and [Cyber Company] died for me, so now I  
2 am resurrected. . . . And I was hoping that."

3 36. On or about March 31, 2019, Paradis spoke with defendant  
4 WRIGHT by telephone. Paradis told defendant WRIGHT that he was in  
5 the process of having defendant WRIGHT's phone wiped, and that he  
6 would return it the following day. Defendant WRIGHT reiterated that  
7 he wanted the phone's settings changed to automatically delete  
8 messages after a few days to conceal his destruction scheme.

9 37. On or about April 1, 2019, Paradis met with defendant  
10 WRIGHT in Santa Monica, California. Paradis advised that defendant  
11 WRIGHT's Aventador laptop and phone were successfully wiped, but that  
12 he needed more information to delete information from cloud storage,  
13 and they had the following discussion:

14 a. Defendant WRIGHT stated that he did not have the  
15 password to his cloud storage and suggested that Paradis's team  
16 should hack into the phone to complete the deletion.

17 b. Defendant WRIGHT and Paradis discussed the timeline  
18 for the LADWP Board's approval of a contract for Ardent, Aventador's  
19 successor company. Defendant WRIGHT knew that despite Paradis's  
20 representations to the court in a declaration, Paradis still  
21 maintained, and would continue to maintain, functional control over  
22 Ardent.

23 38. Defendant WRIGHT asked how he and Paradis could communicate  
24 regarding the Ardent contract. Paradis suggested that he could  
25 obtain two "burner" phones (meaning phones with no paper trail to  
26 link them as the users) so that they could talk confidentially, and  
27 defendant WRIGHT agreed. Defendant WRIGHT and Paradis agreed to meet  
28

1 again on April 3, 2019, so that defendant WRIGHT could pick up his  
2 burner phone from Paradis.

3 39. On or about April 3, 2019, Paradis went to a café in  
4 downtown Los Angeles to participate in a surreptitious "dead drop"  
5 encounter that defendant WRIGHT and Paradis had previously arranged  
6 in order to complete the exchange of defendant WRIGHT's phones  
7 without it looking like the two had any interaction. Paradis sat at  
8 a table in the back corner with a brown paper bag containing  
9 defendant WRIGHT's "wiped" cell phone, along with a burner phone.  
10 When defendant WRIGHT entered, Paradis left the bag with the two  
11 phones on the table and walked into the restroom. Defendant WRIGHT  
12 approached the table, took the bag, and left the café before Paradis  
13 returned to the table and without the two ever conversing or  
14 acknowledging each other's presence.

15 40. On or about April 3, 2019, Paradis spoke with defendant  
16 WRIGHT in a telephone call. They had the following discussion:

17 a. Defendant WRIGHT relayed that he was meeting with the  
18 LADWP Board the following day to discuss the Ardent contract, which  
19 he stated was close to being awarded and was supported by an LADWP  
20 Board Member and other decisionmakers.

21 b. Paradis advised that he had destroyed defendant  
22 WRIGHT's emails and texts at defendant WRIGHT's direction. Defendant  
23 WRIGHT stated that he would again go through his office to make sure  
24 no incriminating evidence remained. Defendant WRIGHT asked whether  
25 search warrants could uncover anything, and Paradis replied that this  
26 was why they had destroyed the texts and emails.

27 41. On or about April 19, 2019, Paradis met with defendant  
28 WRIGHT at defendant WRIGHT's residence in Palm Springs. They

1 discussed whether any physical documents might exist revealing their  
2 future business plans, and defendant WRIGHT confirmed that he had  
3 "wiped" his office by throwing out and shredding everything.

4 Defendant WRIGHT continued, "I literally went through every single  
5 drawer and threw everything away." They also had the following  
6 discussion:

7           a. Defendant WRIGHT and Paradis discussed their future  
8 business plans for Ardent and Cyber Company, including an intended  
9 increase in defendant WRIGHT's ownership in the company. Defendant  
10 WRIGHT proposed that they could create an additional company to find  
11 cybersecurity issues that Ardent or a successor company would then  
12 fix. Paradis stated, "So you grab both ends? That's going to take  
13 more thought because—" Defendant WRIGHT interjected, "Because it's  
14 illegal." Laughing, Paradis replied, "Well, it's illegal, it's  
15 illegal, but that never stopped us, right?" Defendant WRIGHT  
16 laughed.

17           b. Paradis stated that he would put up the money for the  
18 company and that defendant WRIGHT's value would be in "sweat equity,"  
19 and specifically in leveraging his connections in the industry. They  
20 discussed defendant WRIGHT's interest in the company and agreed that  
21 it would be approximately between 10 and 20 percent.

22           42. On or about April 20, 2019, defendant WRIGHT sent a text  
23 message to Paradis requesting "a substantial sign-on bonus."  
24 Defendant WRIGHT suggested that the bonus could be \$600,000, or  
25 \$1,200,000. Defendant WRIGHT stated that he would then use most of  
26 this substantial sign-on bonus to buy into the successor company,  
27 explaining, "I need a differentiation from others and the ongoing  
28 respect that I'm an owner and not an employee by factual investment.

1 Can we work with that concept?" Paradis replied, "That is very  
2 workable."

3 43. On or about May 5, 2019, Paradis met with defendant WRIGHT  
4 at Paradis's residence in Rancho Mirage. They discussed defendant  
5 WRIGHT's planned resignation from LADWP and the timing of his start  
6 with Ardent or a successor company, and Paradis suggested a start  
7 date in or around September 2019. Defendant WRIGHT suggested that  
8 instead, he could stay at LADWP until the deadline for Ardent's next  
9 LADWP contract proposal, which was set for in or around October 2019  
10 and meant that defendant WRIGHT would have another opportunity to  
11 ensure Ardent obtained the contract. Defendant WRIGHT also suggested  
12 that he could unofficially begin working for Ardent or its successor  
13 company behind the scenes before leaving LADWP. He stated that while  
14 he could not be paid directly for that work while at LADWP, he could  
15 be compensated after leaving LADWP with "some retroactive money."  
16 During this conversation, defendant WRIGHT referred to Paradis as his  
17 "ATM."

18 44. On June 6, 2019, defendant WRIGHT was voluntarily  
19 interviewed by the FBI and United States Attorney's Office ("USAO").  
20 During that interview, defendant WRIGHT falsely stated that he did  
21 not have any financial or business interest, including a future  
22 financial or business interest, in Aventador, any successor or  
23 affiliate company, or any company with which Paradis was associated.  
24 Defendant WRIGHT knew that these statements were untrue and that his  
25 conduct was unlawful.

26 45. These Introductory Allegations are incorporated into the  
27 sole Count of this Information.

28



COUNT ONE

[18 U.S.C. § 666(a)(1)(B)]

46. Between on or about February 10, 2017, and on or about June 6, 2019, defendant DAVID H. WRIGHT, an agent of LADWP, 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 LADWP having a value of \$5,000 or more. Specifically, defendant WRIGHT solicited, demanded, accepted, and agreed to accept from Paul O. Paradis a future financial interest in Aventador, the promise of a future job as the Chief Executive Officer of Aventador with an annual salary of approximately \$1,000,000, and related perks, meals, travel, and event tickets, intending to be influenced and rewarded in return for defendant WRIGHT's assistance in the award of a \$30,000,000 no-bid LADWP contract to Aventador, including defendant WRIGHT's:

- (1) generating and submitting a Board Letter intended to persuade the LADWP Board to vote in favor of Aventador's contract;
- (2) exerting pressure on individual LADWP Board members and other LADWP officials to influence the approval process of the Aventador contract; and
- (3) preparing and delivering a presentation to the LADWP Board asserting that there were no viable alternatives to the Aventador contract, that the need for Aventador's services was dire and immediate, and urging the Board to vote in favor of the contract.

1 FORFEITURE ALLEGATION

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 defendant's conviction of the  
8 offense set forth in Count One of this Information.

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

11 (a) All right, title and interest in any and all property,  
12 real or personal, constituting, or derived from, any proceeds  
13 traceable to such offense, as described in paragraph 12 of the  
14 Introductory Allegations to this Information; 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 shall forfeit substitute property, up to the total value of  
21 the property described in the preceding paragraph if, as the result  
22 of any act or omission of the defendant, the property described in  
23 the preceding paragraph, or any portion thereof: (a) cannot be  
24 located upon the exercise of due diligence; (b) has been transferred,

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

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