



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

GEORGE CHIANG,

Defendant.

CR No. 2:20-cr-00203-PA

I N F O R M A T I O N

[18 U.S.C. § 1962(d): Racketeer
Influenced and Corrupt
Organizations Conspiracy]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

A. BACKGROUND ON CITY PROCESSES

1. All legislative power in the City of Los Angeles (the "City") was vested in the City Council and was exercised by ordinance subject to a veto by the Mayor. The City was divided into fifteen City Council Districts covering different geographic areas. The City Council was composed of fifteen members elected from single-member districts.

2. To prevent former City officials from exercising or appearing to exercise improper influence over City decisions, the Los

1 Angeles Municipal Code, Sections 49.5.1 et seq., contained "revolving
2 door" restrictions. The restrictions imposed a lifetime ban on
3 receiving compensation to attempt to influence City action on a
4 specific matter in which the City official personally and
5 substantially participated in during their City service. The
6 restrictions also imposed a one-year ban, or "cooling-off" period,
7 during which the City official was prohibited from attempting to
8 influence action on a matter pending before the City official's
9 former City agency for compensation, regardless of participation in
10 that matter.

11 3. Within the City, large-scale development projects required
12 a series of applications and approvals prior to, during, and after
13 construction. These applications and approvals occurred in various
14 City departments, including the City Council, the Planning and Land
15 Use Management ("PLUM") Committee, the Economic Development
16 Committee, the Los Angeles Planning Department, the Los Angeles
17 Department of Building and Safety ("LADBS"), the Area Planning
18 Commission, the City Planning Commission, and the Mayor's Office.

19 4. Each part of the City approval process required official
20 actions by public officials. These included entitlements, variances,
21 general plan amendments, subsidies, incentives, public benefits,
22 scheduling agendas for the various committees, and overall approvals.
23 The process allowed for public hearings, feasibility studies,
24 environmental impact reports, and other steps in the life of
25 development projects.

26 5. Even for projects that were not going through the City
27 approval process, City officials could benefit, or take adverse
28 action against, a project by advocating for, pressuring, or seeking

1 to influence other City officials, departments, business owners, and
2 stakeholders.

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

7 B. RELEVANT PERSONS AND ENTITIES

8 7. Defendant GEORGE CHIANG was a real estate broker and
9 development consultant in the City. From 2006 to 2014, defendant
10 CHIANG was primarily engaged in property management and the sale of
11 residential and commercial property in the San Gabriel Valley. In
12 2014, defendant CHIANG established a corporation offering consulting
13 services under the name Synergy Alliance Advisors, Inc. ("Synergy").

14 8. Councilmember A was the Councilmember for a City Council
15 District ("CD-A"). Councilmember A served on the PLUM Committee, a
16 body appointed by the City Council President that oversaw many of the
17 most significant commercial and residential development projects in
18 the City. Councilmember A also served on the Economic Development
19 Committee.

20 9. City Staffer A-1 and City Staffer A-2 worked for the City
21 on Councilmember A's staff.

22 10. Relative A-1 was a relative of Councilmember A. Beginning
23 no later than 2007, Relative A-1 received a bi-weekly payment of
24 approximately \$2,500 from Law Firm A as part of her employment with
25 Law Firm A tasked with marketing and business development. Between
26 approximately July 2012 and January 2016, Relative A-1 received
27 regular employment payments from High School A, totaling
28 approximately \$150,000, as a fundraiser for the school. In or about

1 September 2018, Relative A-1 formally announced her candidacy to
2 succeed Councilmember A as Councilmember for CD-A.

3 11. Councilmember A's Associate was a close associate of
4 Councilmember A, and operated Company A in the City.

5 12. Justin Kim was a real estate appraiser and consultant for
6 real estate developers with projects in the City and a major
7 fundraiser for Councilmember A.

8 13. Individual 1 was the General Manager of the LADBS until in
9 or about May 2016. In or about May 2016, Individual 1 was appointed
10 by the Mayor as the City's Deputy Mayor for Economic Development. As
11 Deputy Mayor, Individual 1 directed LADBS and the Planning
12 Department, among other City departments. In or about July 2017,
13 Individual 1 retired from the City and formally began working as a
14 consultant with defendant CHIANG at Synergy in downtown Los Angeles.
15 Beginning on or about August 1 2017, Individual 1 was the sole owner
16 of Individual 1's Company, a real estate firm located in downtown Los
17 Angeles.

18 14. CCC Investment Group, Inc. ("CCC Investment") was a real
19 estate brokerage and consulting firm created by defendant CHIANG and
20 Individual 1 on or around August 15, 2017.

21 15. Planning Commission Official was a member of the mayoral-
22 appointed City Planning Commission.

23 16. City Staffer D was a high-ranking staff member for a
24 councilmember in one of the City's districts.

25 17. Company D was, according to its website, one of the top
26 real estate companies in China with projects worldwide. Company D,
27 through its subsidiaries, acquired a property located in CD-A in
28 2014, and planned to redevelop the property into a mixed-use

1 development that was to include 80,000 square feet of commercial
2 space, 650 residential units, and 300 hotel rooms, and would be
3 valued at several hundred million dollars ("Project D").

4 18. Chairman D was the Chairman of Company D.

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

7 20. Synergy Consultant was hired by Synergy to consult on
8 Project D.

9 21. PAC A was a political action committee formed to primarily
10 benefit Relative A-1's campaign for the CD-A seat.

11 22. These Introductory Allegations are incorporated by
12 reference into the sole count of this Information.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT ONE

[18 U.S.C. § 1962(d)]

A. THE RACKETEERING ENTERPRISE

23. Defendant CHIANG and others known and unknown to the United States Attorney, were members and associates of the CD-A Enterprise, a criminal organization whose members and associates engaged in, among other things, bribery, extortion, and mail and wire fraud, including through the deprivation of the honest services of City officials and employees, and money laundering. The CD-A Enterprise operated within the Central District of California and elsewhere.

24. The CD-A 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-A 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-A Enterprise engaged in, and its activities affected, interstate and foreign commerce.

B. OBJECTIVES OF THE ENTERPRISE

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

a. enriching the members and associates of the CD-A 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;

b. advancing the political goals and maintaining the control and authority of the CD-A Enterprise by elevating members and associates of the CD-A Enterprise to, and maintaining those

1 individuals' placement in, prominent elected office, through means
2 that included bribery and mail and wire fraud, including through the
3 deprivation of the honest services of City officials and employees;

4 c. concealing the financial activities of the CD-A
5 Enterprise, through means that included money laundering and
6 structuring; and

7 d. protecting the CD-A Enterprise by concealing the
8 activities of its members and associates and shielding the CD-A
9 Enterprise from detection by law enforcement, the City, the public,
10 and others, through means that included obstructing justice.

11 C. RICO CONSPIRACY

12 26. Beginning on a date unknown to the United States Attorney,
13 but no later than January 1, 2014, and continuing to in or about
14 December 2018, in Los Angeles County, within the Central District of
15 California and elsewhere, defendant CHIANG, a person employed by and
16 associated with the CD-A Enterprise, conspired with others known and
17 unknown to the United States Attorney to unlawfully and knowingly
18 violate Title 18, United States Code, Section 1962(c), that is, to
19 conduct and participate, directly and indirectly, in the conduct of
20 the CD-A Enterprise's affairs through a pattern of racketeering
21 activity, as that term is defined in Title 18, United States Code,
22 Sections 1961(1) and 1961(5), consisting of multiple acts:

23 a. involving bribery, in violation of California Penal
24 Code Sections 67 and 68;

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

28

1 c. indictable under Title 18, United States Code, Section
2 1951 (Extortion);

3 d. indictable under Title 18, United States Code, Section
4 1952 (Interstate and Foreign Travel in Aid of Racketeering
5 Enterprises);

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

8 f. indictable under Title 18, United States Code, Section
9 1512 (Obstruction of Justice and Witness Tampering); and

10 g. indictable under Title 31, United States Code, Section
11 5324 (Structuring Transactions to Evade Reporting Requirement).

12 27. It was a further part of the conspiracy that defendant
13 CHIANG agreed that a conspirator would commit at least two acts of
14 racketeering activity in the conduct of the affairs of the
15 enterprise.

16 D. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE
17 ACCOMPLISHED

18 28. Defendant CHIANG and other members and associates of the
19 CD-A Enterprise agreed to conduct the affairs of the CD-A Enterprise
20 through the following means, among others:

21 a. In order to enrich its members and associates, the CD-
22 A Enterprise operated a pay-to-play scheme within the City of Los
23 Angeles, wherein public officials demanded financial benefits from
24 developers and their proxies in exchange for officials acts.
25 Specifically, through a scheme that involved bribery, mail and wire
26 fraud, and extortion, Councilmember A, City Staffer A-1, Individual 1
27 and other City officials demanded, solicited, accepted, and agreed to
28 accept from developers and their proxies, including defendant CHIANG,

1 some combination of the following types of financial benefits, among
2 others: (1) cash; (2) consulting and retainer fees; (3) favorable
3 loans; (4) casino chips at casinos; (5) flights on private jets and
4 commercial airlines; (6) stays at luxury hotels; (7) expensive meals;
5 (8) spa services; (9) event tickets to concerts, shows, and sporting
6 events; (10) escort and prostitution services; and (11) other gifts.

7 b. In exchange for such financial benefits from
8 developers and their proxies, Councilmember A, City Staffer A-1,
9 Individual 1 and other City officials agreed to perform and performed
10 the following types of official acts, among others: (1) filing
11 motions in various City committees to benefit projects; (2) voting on
12 projects in various City committees, including the PLUM Committee,
13 and City Council; (3) taking, or not taking, action in the PLUM
14 Committee to expedite or delay the approval process and affect
15 project costs; (4) exerting pressure on other City officials to
16 influence the approval process of projects; (5) negotiating with and
17 exerting pressure on labor unions to resolve issues on projects; (6)
18 exerting pressure on developers with projects pending before the City
19 to affect their business practices; and (7) taking official action to
20 enhance the professional reputation and marketability of
21 businesspersons in the City.

22 c. In order to protect and hide the financial payments
23 that flowed from the developers and their proxies to the public
24 officials, the CD-A Enterprise engaged in money laundering and other
25 activities to conceal monetary transactions and bribe payments.
26 Specifically, members and associates of the CD-A Enterprise engaged
27 in the following activities, among others: (1) storing large amounts
28 of cash in one's residence; (2) providing cash to family members and

1 associates; (3) directing payments to family members, associates, and
2 entities to avoid creating a paper trail between the developers,
3 their proxies and public officials; (4) using family members and
4 associates to pay expenses; (5) depositing cash at ATMs and banks in
5 amounts under \$10,000 to avoid bank reporting requirements; and (6)
6 failing to disclose payments and benefits received on Form-700s and
7 on tax returns.

8 d. In order to maintain its power and control, members
9 and associates of the CD-A Enterprise used their positions and
10 relationships to illicitly ensure a political power base filled with
11 only their allies and to monopolize significant official City
12 positions, resources, and financial support. Specifically, through
13 bribery, members and associates of the CD-A Enterprise raised funds
14 from developers and their proxies with projects in CD-A for the
15 following, among others: (1) Councilmember A's re-election campaigns
16 and officeholder accounts; (2) Relative A-1's election campaign for
17 the CD-A seat; (3) Political Action Committees formed purportedly to
18 benefit a broad array of candidates and causes but, in fact, utilized
19 to benefit Relative A-1's election campaign.

20 e. In order to protect the CD-A Enterprise and avoid
21 detection by law enforcement, the City, the public, and others,
22 members and associates of the CD-A Enterprise engaged in the
23 following types of obstructive conduct: (1) lying to law enforcement
24 in an effort to impede the investigation into criminal conduct of the
25 CD-A Enterprise; (2) attempting to corruptly influence the statements
26 of others to law enforcement; and (3) using encrypted messaging
27 applications, including those utilizing a self-destructing message
28 system, to communicate about the affairs of the CD-A Enterprise.

1 E. OVERT ACTS

2 29. In furtherance of the conspiracy and to accomplish the
3 object of the conspiracy, on or about the following dates, defendant
4 CHIANG and others known and unknown to the United States Attorney,
5 committed and caused to be committed various overt acts within the
6 Central District of California, and elsewhere, including the
7 following:

8 **PROJECT D BRIBERY SCHEMES**

9 30. Between November 2014 and November 2018, Councilmember A
10 solicited financial benefits from Company D, including from Chairman
11 D, General Manager D, and its consultants (defendant CHIANG and
12 Individual 1), in exchange for Councilmember A's official acts to
13 benefit Project D. In exchange for official acts from
14 Councilmember A to benefit Project D, defendant CHIANG, Chairman D,
15 General Manager D, and Individual 1 agreed to facilitate and provide
16 financial benefits to Councilmember A, including \$66,000 in
17 consulting fees to a Councilmember A's Associate, a trip to China for
18 Councilmember A and his family, event tickets, expenses, and a
19 \$100,000 contribution to PAC A to benefit Relative A-1's campaign for
20 the CD-A seat.

21 31. Between January 2017 and June 2017, while Individual 1 was
22 a Deputy Mayor, defendant CHIANG and Individual 1 agreed that
23 Individual 1 would assist defendant CHIANG and Project D in exchange
24 for future payment. Specifically, Individual 1 agreed to perform and
25 did perform official acts in his capacity as Deputy Mayor to benefit
26 Project D. In exchange, defendant CHIANG agreed to share consulting
27 fees and bonus payments from Company D with Individual 1, and
28

1 provided approximately \$112,000 directly and indirectly to
2 Individual 1 between October and December 2017.

3 **a) Early Corrupt Relationship between Company D and**
4 **Councilmember A**

5 32. In 2014, Company D, through its subsidiaries, acquired a
6 property located in CD-A for more than \$100 million and planned a
7 massive redevelopment, Project D, that would include retail space,
8 residential units, and hotel rooms.

9 33. In or around January 2015, defendant CHIANG began working
10 as a consultant for Company D on Project D, earning approximately
11 \$5,000 per month.

12 34. Beginning in early 2014, defendant CHIANG and Individual 1
13 facilitated the introduction of Councilmember A to Company D and
14 Chairman D. For example, on November 4, 2014, defendant CHIANG sent
15 an email to City Staffer A-1 with the subject line "[Councilmember A]
16 Fundraising," writing: "Can you get me in touch with [Councilmember
17 A]? [Individual 1] and I had dinner with [Company D] last night
18 regarding pledging their support so I want to discuss this to prepare
19 the Councilman's dinner with them this Thursday."

20 35. In subsequent months, defendant CHIANG provided in-kind
21 contributions to Councilmember A's re-election campaign, including
22 printers, stamps, and food.

23 36. On September 7, 2015, Individual 1, in his capacity as the
24 then General Manager of LADBS, communicated with Councilmember A and
25 defendant CHIANG regarding Project D. Specifically, Individual 1
26 sent a group text message to Councilmember A and defendant CHIANG,
27 writing: "Per our conversation a few days ago, I am sending you this
28 text message to suggest to you the names of the people whom you

1 should invite to the biweekly [Company D]-Planning meeting. On
2 [Company D] side, [General Manager D], GEORGE CHIANG, (whom I include
3 in this text message), and [an attorney] should be invited. They may
4 bring others. On the Planning side, [a Planning official] should be
5 invited and you need to demand his presence. I am certain that he
6 would bring others. [A public official] represented the mayor's
7 office should also be invited. At your first meeting, please stress
8 that this will be a standing biweekly meeting until the TFAR matter
9 is determined. Please let me know if there is anything that I can be
10 is assistance. Best, [Individual 1]."

11 37. On September 8, 2015, defendant CHIANG sent a group text
12 message to Councilmember A and Individual 1, writing: "Dear
13 [Councilmember A] and [Individual 1], thank you for making this
14 arrangement possible. As the clock ticks, the chairman [D] is
15 beginning to feel weary about our progress. I just need to make sure
16 that he sees the light at the end of the tunnel. Once again, thank
17 you both for all of your support hopefully I can bring some good news
18 within the near future. Like always, please let me know if I can be
19 helpful. Thanks, GEORGE [CHIANG]."

20 38. In 2015, High School A planned a gala event and fundraiser
21 on September 18, 2015. In or around September 2015, at
22 Councilmember A's direction, City Staffer A-1 solicited donations to
23 the high school gala event from developers and consultants with
24 projects pending in Councilmember A's district, including a \$10,000
25 contribution from Company D, which Company D paid.

26 39. In or around 2015 or 2016, Councilmember A, through City
27 Staffer A-1, asked defendant CHIANG to have Company D set up a
28

1 monthly retainer with Law Firm A, from which Relative A-1 received
2 bi-weekly paychecks of approximately \$2,500.

3 40. In approximately 2016, at a meeting that defendant CHIANG
4 attended, Councilmember A told Chairman D that there was no need to
5 involve the City's Mayor in the approval process of Project D because
6 Councilmember A was the one in control of the PLUM committee.
7 Councilmember A stated that the City's Mayor could not provide help
8 to Chairman D and it was Councilmember A who drove the project. In
9 addition, Councilmember A told defendant CHIANG privately to tell
10 Chairman D that as far as the success of Project D was concerned,
11 Chairman D did not need anyone else in the City but Councilmember A.

12 ***b) \$66,000 Bribe to Councilmember A's Associate in Exchange***
13 ***for Motion***

14 41. Between November 2015 and November 2016, Councilmember A
15 solicited financial benefits from Company D, including from defendant
16 CHIANG (its consultant), Chairman D, and General Manager D, in
17 exchange for Councilmember A's official acts to benefit Project D.
18 Specifically, Chairman D and General Manager D agreed to provide
19 indirect financial benefits to Councilmember A in the form of
20 consulting fees to Councilmember A's Associate in exchange for
21 Councilmember A introducing a motion to benefit Project D. Defendant
22 CHIANG facilitated part of this arrangement, as described further
23 below.

24 42. On November 11, 2015, defendant CHIANG and Councilmember A,
25 City Staffer A-1, Chairman D, and General Manager D met over dinner
26 at a restaurant in Arcadia, California. At the meeting, defendant
27 CHIANG translated for Councilmember A and Chairman D as they
28 discussed obtaining Councilmember A's support for Project D. In

1 addition, in the same conversation, Councilmember A asked Chairman D
2 to hire Councilmember A's associate on Company D's project. Chairman
3 D told Councilmember A to discuss the details with General Manager D.

4 43. On November 16, 2015, defendant CHIANG sent an email to
5 City Staffer A-1, copying General Manager D, confirming the new
6 agreement between Councilmember A and Chairman D. Defendant CHIANG
7 stated: "Now with a common consensus in place for [Project D], we
8 would like to roll this project full speed ahead. Therefore, I would
9 like to request the biweekly standing meeting to restart.... From
10 this point on, we would like to communicate all aspects of our
11 project with your [CD-A] office FIRST prior to any other offices in
12 the city family.... [P]lease be ready to coordinate with Mayor's
13 office, Planning Department, and all other related parties so we can
14 drive on a singular track."

15 44. On December 8, 2015, as part of this new agreement,
16 defendant CHIANG and Councilmember A met in person at a coffee shop
17 in Los Angeles to discuss a consulting agreement to pay
18 Councilmember A's Associate. At the meeting, defendant CHIANG told
19 Councilmember A that General Manager D would work with Councilmember
20 A on retaining Councilmember A's Associate. Councilmember A told
21 defendant CHIANG that Relative A-1 would be involved with getting the
22 retainer consummated.

23 45. Between December 8, 2015 and December 16, 2015, at a
24 meeting at the site of Project D, General Manager D asked defendant
25 CHIANG if defendant CHIANG's consulting firm Synergy could hire
26 Councilmember A's Associate if, in return, Company D would increase
27 the retainer with Synergy to cover that cost. Defendant CHIANG
28 declined.

1 46. On December 16, 2015, defendant CHIANG facilitated an
2 introduction between Relative A-1 and Chairman D's relative.
3 Relative A-1 met with Chairman D's relative at a café in Pasadena,
4 California, to discuss an arrangement whereby Chairman D's relative's
5 company would pay a company affiliated with Councilmember A's
6 Associate, purportedly for real estate advice.

7 47. On April 19, 2016, Councilmember A sent a text message to
8 defendant CHIANG, stating that Councilmember A "would like to briefly
9 speak with [General Manager D]" about an "[u]pdate on some of my
10 meetings with [Relative A-1]." Defendant CHIANG responded: "Let me
11 call [General Manager D] right now and get back to you."

12 48. On April 26, 2016, Councilmember A sent a text message to
13 defendant CHIANG and asked: "Everything good?" Defendant CHIANG
14 responded, "Yes sir!" Councilmember A subsequently answered: "Cool.
15 The more I think about our project, the more I get excited about it.
16 Let's meet every two weeks or so to see how things are going.... I
17 think it'll be great!"

18 49. In May 2016, Company A and Chairman D's relative's company
19 executed an agreement whereby Company A would purportedly "provide
20 marketing analysis for Real Estate and Land Development Opportunities
21 in the Greater Southern California Area in the total amount of
22 \$11,000.00 per month for services rendered. The term of this
23 agreement is one (1) year with one (1) option year." In reality,
24 defendant CHIANG prepared the monthly marketing analysis reports and
25 delivered them to Councilmember A, who then provided them to
26 Councilmember A's Associate, who collected the \$11,000 monthly
27 retainer. Defendant CHIANG, Councilmember A, Chairman D, and General
28 Manager D understood that the monthly retainer payments were intended

1 to be and were indirect bribe payments to Councilmember A in exchange
2 for Councilmember A's official acts to benefit Project D.

3 50. On May 31, 2016, defendant CHIANG and Councilmember A had a
4 conversation via text message regarding Councilmember A obtaining the
5 monthly reports purportedly prepared by Company A (but in fact
6 prepared by defendant CHIANG) pursuant to the consulting agreement
7 with Chairman D's relative regarding real estate and land development
8 opportunities.

9 **Real Estate Report #1**

10 51. On May 31, 2016, defendant CHIANG delivered to
11 Councilmember A his first real estate report that they intended would
12 be passed off as being created by Company A pursuant to its \$11,000
13 per month consulting agreement with Chairman D's relative.

14 52. Between May 31, 2016 and June 8, 2016, Councilmember A met
15 with Councilmember A's Associate and delivered the first real estate
16 report he received from defendant CHIANG.

17 53. On June 8, 2016, Councilmember A's Associate caused his
18 employee to send an email to Chairman D's relative transmitting the
19 first report and first invoice for May 2016.

20 54. On June 15, 2016, pursuant to the consulting agreement,
21 Chairman D's relative sent the first wire payment of \$11,000 to
22 Company A, to a Union Bank account ending in 6345.

23 55. On June 23, 2016, Relative A-1 deposited \$400 in cash into
24 her Bank of America account ending in 4340.

25
26
27
28

1 **Real Estate Report #2**

2 56. On July 1, 2016, defendant CHIANG met with Councilmember A
3 at a coffee shop in Los Angeles, where defendant CHIANG delivered his
4 second real estate report.

5 57. On July 14, 2016, Councilmember A met with
6 Councilmember A's Associate and delivered the second real estate
7 report he received from defendant CHIANG.

8 58. On July 14, 2016, Councilmember A's Associate caused his
9 employee to send an email to Chairman D's relative transmitting the
10 second report and second invoice for June 2016.

11 59. On July 19, 2016, pursuant to the consulting agreement,
12 Chairman D's relative sent the second wire payment of \$11,000 to
13 Company A, to a Union Bank account ending in 6345.

14 **Real Estate Report #3**

15 60. On August 1, 2016, defendant CHIANG met with
16 Councilmember A at a restaurant in Los Angeles, where defendant
17 CHIANG delivered his third real estate report.

18 61. On August 10, 2016, Councilmember A met with
19 Councilmember A's Associate at a restaurant and delivered the third
20 real estate report he received from defendant CHIANG.

21 62. On August 11, 2016, Councilmember A's Associate caused his
22 employee to send an email to Chairman D's relative transmitting the
23 third report and third invoice for July 2016.

24 63. On August 16, 2016, Relative A-1 deposited \$500 in cash
25 into her Bank of America account ending in 4340.

26 64. On August 17, 2016, pursuant to the consulting agreement,
27 Chairman D's relative sent the third wire payment of \$11,000 to
28 Company A, to a Union Bank account ending in 6345.

1 **Real Estate Report #4**

2 65. On September 2, 2016, defendant CHIANG met with
3 Councilmember A at a coffee shop in Los Angeles, where defendant
4 CHIANG delivered his fourth real estate report.

5 66. On September 8, 2016, Councilmember A met with
6 Councilmember A's Associate and delivered the fourth real estate
7 report he received from defendant CHIANG.

8 67. On September 8, 2016, Councilmember A's Associate caused
9 his employee to send an email to Chairman D's relative transmitting
10 the fourth report and fourth invoice for August 2016.

11 68. On September 9, 2016, pursuant to the consulting agreement,
12 Chairman D's relative sent the fourth wire payment of \$11,000 to
13 Company A, to a Union Bank account ending in 6345.

14 69. On September 15, 2016, Relative A-1 deposited \$500 in cash
15 into her Bank of America account ending in 4340.

16 **Real Estate Report #5**

17 70. On October 4, 2016, defendant CHIANG met with
18 Councilmember A at Councilmember A's residence, where defendant
19 CHIANG delivered his fifth real estate report.

20 71. On October 14, 2016, Councilmember A met with
21 Councilmember A's Associate over breakfast and delivered the fifth
22 real estate report he received from defendant CHIANG.

23 72. On October 14, 2016, Councilmember A's Associate caused his
24 employee to send an email to Chairman D's relative transmitting the
25 fifth report and fifth invoice for September 2016.

26 73. On November 9, 2016, Relative A-1 deposited \$800 in cash
27 into her Bank of America account ending in 4340.

28

1 74. On November 14, 2016, pursuant to the consulting agreement,
2 Chairman D's relative sent the fifth wire payment of \$11,000 to
3 Company A, to a Union Bank account ending in 6345.

4 **Real Estate Report #6**

5 75. On November 3, 2016, defendant CHIANG met with
6 Councilmember A at a coffee shop in Los Angeles, where defendant
7 CHIANG delivered his sixth and final real estate report.

8 76. On November 3, 2016, Councilmember A met with
9 Councilmember A's Associate and delivered the sixth real estate
10 report he received from defendant CHIANG.

11 77. On November 22, 2016, Councilmember A, in his official
12 capacity, presented a written motion in the Economic Development
13 committee to benefit Project D.

14 78. On November 23, 2016, Councilmember A's Associate caused
15 his employee to send an email to Chairman D's relative transmitting
16 the sixth report and sixth invoice for October 2016.

17 79. On November 30, 2016, pursuant to the consulting agreement,
18 Chairman D's relative sent the sixth wire payment of \$11,000 to
19 Company A, to a Union Bank account ending in 6345.

20 80. On December 2, 2016, Relative A-1 deposited \$1,000 in cash
21 into her Bank of America account ending in 4340.

22 81. On December 6, 2016, Relative A-1 deposited \$500 in cash
23 into her Bank of America account ending in 4340.

24 82. On December 9, 2016, defendant CHIANG and Councilmember A
25 met to discuss Councilmember A's filing of the Project D motion in
26 exchange for retainer fees facilitated by defendant CHIANG, Chairman
27 D, and General Manager D to Councilmember A's Associate.

28

1 83. On December 10, 2016, defendant CHIANG and Individual 1
2 discussed not disclosing that defendant CHIANG had told Individual 1
3 the arrangement Councilmember A had with Company D. Specifically,
4 defendant CHIANG sent a text message to Individual 1, writing:
5 "please don't tell [Councilmember A] [I] told you about the meeting I
6 had with him. He told me not to tell anyone even [City
7 Staffer A-1]."

8 84. On December 13, 2016, the City Council adopted the Project
9 D motion Councilmember A presented. Councilmember A voted "yes" on
10 the matter in City Council.

11 85. On December 13, 2016, defendant CHIANG, Councilmember A,
12 and General Manager D met at the site of Project D to discuss Project
13 D and Councilmember A's agreement to expedite the project going
14 forward.

15 86. On December 21, 2016, Relative A-1 deposited \$500 in cash
16 into her Bank of America account ending in 4340.

17 ***c) Additional Benefits to Councilmember A and Other Officials***
18 ***in Exchange for Official Acts***

19 87. In or around April 2017, at Councilmember A's request,
20 defendant CHIANG organized and coordinated a trip for Councilmember A
21 and his family members to visit Chairman D in China. Defendant
22 CHIANG coordinated and paid approximately \$500 for visa fees, and
23 arranged for transportation for Councilmember A and his family in
24 Hong Kong.

25 88. Between April 15, 2017 and April 23, 2017, Councilmember A
26 and his family visited Chairman D in Hong Kong and China. Chairman D
27 paid for certain transportation, meals, and lodging for
28 Councilmember A and his family members.

1 89. On April 27, 2017, at Councilmember A's request, defendant
2 CHIANG provided concert tickets to Councilmember A worth
3 approximately \$1,572.

4 90. On May 2, 2017, in a telephone call, defendant CHIANG and
5 City Staffer A-1 discussed the mutually beneficial financial
6 relationship between Chinese developers and Councilmember A and
7 Individual 1. Specifically, City Staffer A-1 told defendant CHIANG:
8 "Looking from your perspective, you bank on [Individual 1], and
9 [Councilmember A]'s office to do, one of the main points with
10 [Councilmember A], for your Chinese clients for example,
11 'entitlements, PLUM,' you got to use that and we gotta keep making
12 his motherfucking, him happy."

13 91. On May 3, 2017, in a telephone call, defendant CHIANG and
14 City Staffer A-1 discussed the possibility of law enforcement
15 detecting their bribery schemes. City Staffer A-1 stated: "If shit
16 does hit the fan, it's like, 'Hey man, we were all told,
17 [Councilmember A] told us to do it.'" Defendant CHIANG responded: "I
18 understand that, but we can really be [Councilmember A]'s accessories
19 because the first thing he is going to do is throw all the dirt on
20 you."

21 92. On May 10, 2017, in a telephone call, City Staffer A-1 told
22 defendant CHIANG: "So today we had a productive day where
23 [Councilmember A] told [City Staffer A-2], let's streamline the
24 [Company D] project."

25 93. On May 10, 2017, in a telephone call, City Staffer A-1 told
26 defendant CHIANG: "[Councilmember A's] approach is that he's going to
27 um, strong arm everyone ... to the PAC. [Company D], [another
28 company]. 'This is what I want right now. This is my wife, this is

1 what we are doing.' So his idea in his mind is that okay, people are
2 going to support us because they don't want people to fuck with
3 projects, you know."

4 94. On May 13, 2017, via a text message conversation,
5 Councilmember A expressed his eagerness to benefit Chairman D in
6 connection with Project D. Councilmember A wrote to defendant
7 CHIANG: "But the 2 tower is better for chairman [D] and his choice?
8 [Because] if he wanted the 3 towers and that is the best choice, we
9 can make that happen."

10 95. On May 19, 2017, at Councilmember A's request, defendant
11 CHIANG paid approximately \$1,000 for alcohol for a party for
12 Councilmember A's relative.

13 96. On May 21, 2017, City Staffer A-1 requested event tickets
14 from defendant CHIANG for City Staffer A-2, who had been working on
15 Project D. Specifically, City Staffer A-1 wrote: "Also, can we
16 please work on three tickets for lakers? Any game. Want to take
17 care of [City Staffer A-2]. I can let [City Staffer A-2] know u were
18 the one getting him 4 tickets." On May 22, 2017, defendant CHIANG
19 purchased four Lakers tickets for approximately \$630, and
20 subsequently gave the tickets to City Staffer A-1 to provide to City
21 Staffer A-2.

22 97. On June 11, 2017, in a telephone call, defendant CHIANG and
23 City Staffer A-1 again discussed the possibility of law enforcement
24 detecting their bribery schemes. City Staffer A-1 stated:
25 "[E]veryone already knows man, if [Councilmember A] gets busted,
26 which most likely he will, he'll be like, '[City Staffer A-1] did
27 it,' or '[Businessperson A] did it,' or, you know, '[another person]
28

1 did it,' or 'Chairman did it.'" In response, defendant CHIANG stated
2 that "for everybody to kind of be part of it is dangerous."

3 98. On June 19, 2017, at Councilmember A's request, defendant
4 CHIANG provided concert tickets to Councilmember A worth \$1,670.

5 99. On June 23, 2017, in a telephone call, defendant CHIANG and
6 Kim discussed using Councilmember A's influence as a councilmember
7 going forward and Councilmember A's requests for financial benefits.
8 Specifically, Kim stated: "this is my agenda, not only do I want to
9 make money, GEORGE [CHIANG], I want to show you and other Chinese
10 developer, assuming [Councilmember A] is there, how much motivation
11 he's going to have to push everything around for my project, those
12 are my agenda." In response, defendant CHIANG asked if
13 Councilmember A 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?" Defendant CHIANG then asked to
16 meet with Kim, stating that Councilmember A was asking for "some very
17 stupid requests." Kim responded: "I'm not going to make a comment,"
18 to which defendant CHIANG stated: "Yeah, let's not talk about this on
19 the phone."

20 100. On August 24, 2017, defendant CHIANG again asked for
21 Councilmember A's help on Project D. Specifically, defendant CHIANG
22 sent a text message to Councilmember A, writing: "Hi Boss, wanted to
23 give you heads up: [A Company D employee] spoke to chairman [D] and
24 CPC [City Planning Commission] needs to be 9/14/17 otherwise the loan
25 commitment from lender will be lost for the project." The next day,
26 defendant CHIANG again sent a message to Councilmember A, writing:
27 "Hi Boss, we met with planning yesterday and went through the
28 outstanding items for 9/14/17 CPC. We would need a motion from your

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

3 101. On August 24, 2017, in a telephone call, defendant CHIANG
4 told Individual 1: "Do or die, because if we lose the September 14
5 [CPC hearing date], then we lose all loan commitments from the lender
6 ... you know, probably not looking at a project." Individual 1
7 responded: "You mentioned to [Councilmember A] this is a big issue."
8 Defendant 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."

12 102. On September 1, 2017, at defendant CHIANG's request,
13 Councilmember A 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.

16 103. On September 1, 2017, Councilmember A notified defendant
17 CHIANG that Councilmember A held up his end of the bargain to help
18 Company D. Specifically, Councilmember A wrote to defendant CHIANG
19 in a text message: "We got the motion in today."

20 104. In or around September 2017, Councilmember A used his
21 official position to pressure other officials, including officials in
22 the Planning Department and in the Mayor's office, to influence the
23 approval of Project D by the CPC.

24 105. On September 14, 2017, Councilmember A wrote to defendant
25 CHIANG in a text message: "Congrats. Yeah we [CD-A office] were
26 calling mayors office to tell his commission to calm down. It's
27 expected from cpc they throw a lot of junk at projects these days.
28 Not over but make sure u relay to chairman [D] that we were helpful."

1 106. On September 14, 2017, in a telephone call, Councilmember A
2 told defendant CHIANG: "You know, whatever it was, we'll fix it in
3 PLUM.... Did the boss [Chairman D], you call the boss [Chairman D]
4 already? ... Did you tell him that my office was helpful?" Defendant
5 CHIANG responded: "I told [Chairman D] everything." Councilmember A
6 then stated: "Okay, cool, cool, cool. Good, good.... Do we have a
7 schedule for PLUM already?"

8 107. In or around November 2017, Councilmember A asked defendant
9 CHIANG to make a commitment on behalf of Company D to contribute
10 \$100,000 to Relative A-1's campaign in exchange for continued
11 favorable official acts by Councilmember A to benefit Project D.
12 Defendant CHIANG, on behalf of Company D, told Councilmember A he
13 could confirm Chairman D's commitment of \$100,000 to PAC A.

14 108. On December 5, 2017, the PLUM Committee, including
15 Councilmember A, voted to approve Project D.

16 109. On December 12, 2017, the City Councilmembers present at a
17 hearing voted to adopt the PLUM Committee report for Project D, which
18 approved the entitlements and allowed Company D to move forward in
19 the City approval process.

20 110. In early 2018, defendant CHIANG provided approximately \$800
21 in cash to City Staffer A-1.

22 111. On January 24, 2018, defendant CHIANG, Chairman D,
23 Individual 1, Councilmember A, and Relative A-1 met for dinner at
24 Chairman D's hotel in San Gabriel, California. At the dinner,
25 Chairman D pledged his commitment and support for Relative A-1's
26 campaign for the CD-A seat.

27 112. On February 12, 2018, via a text message conversation,
28 Councilmember A and defendant CHIANG further confirmed the agreement

1 to have Company D contribute to PAC A to benefit Relative A-1's
2 campaign. Councilmember A wrote to defendant CHIANG: "fundraiser for
3 PAC will call u today."

4 113. On March 9, 2018, Councilmember A submitted a resolution in
5 the PLUM Committee to benefit Company D, allowing Project D to move
6 forward in its approval process.

7 114. On March 20, 2018, the City Councilmembers present at a
8 hearing voted to adopt the Company D resolution submitted by
9 Councilmember A on March 9, 2018.

10 115. On March 29, 2018, defendant CHIANG and Councilmember A met
11 at Councilmember A's residence to discuss Company D's support and the
12 \$100,000 contribution to the PAC to benefit Relative A-1's campaign.
13 Later the same day, Councilmember A acknowledged defendant CHIANG's
14 agreement to facilitate a contribution to Relative A-1's campaign,
15 writing in a text message to defendant CHIANG: "Thanks again for all
16 your help."

17 116. On April 23, 2018, defendant CHIANG wrote to Individual 1
18 via text message: "Below are items I'm talking to [Councilmember A]
19 about: 1) tell [Councilmember A] that [Chairman D] is coming in June,
20 we can talk about the PAC at that time."

21 117. On April 23, 2018, defendant CHIANG and Councilmember A met
22 at Councilmember A's residence to discuss Councilmember A's continued
23 support for Project D in exchange for Company D's agreement to
24 contribute \$100,000 to PAC A to benefit Relative A-1's campaign.

25 118. On May 18, 2018, defendant CHIANG and Individual 1 met with
26 Councilmember A for breakfast at a restaurant in Boyle Heights.
27 Councilmember A stated that he needed the PAC contribution as soon as
28 possible. Councilmember A stated he wanted the contribution now so

1 that when Relative A-1 announced her candidacy, she would have money
2 to pour into the campaign and scare everyone else from running
3 against her. Councilmember A stated that other developers already
4 contributed in amounts of \$50,000, \$100,000, and \$200,000.

5 119. On June 12, 2018, the City Council, including
6 Councilmember A, voted to approve the Development Agreement for
7 Project D. The same day, Councilmember A wrote to defendant CHIANG
8 in a text message: "Da [Development Agreement] for [Company D] just
9 passed council today. Does that mean project has been fully
10 entitled? Is that our last vote?"

11 120. On June 18, 2018, Councilmember A wrote to defendant CHIANG
12 in a text message: "When is the chairman [D] coming in to town? We
13 need to finalize pac stuff. Thanks."

14 121. On July 30, 2018, the ordinance authorizing the execution
15 of the Development Agreement for Project D went into effect. The
16 same day, Councilmember A wrote to defendant CHIANG in a text
17 message: "any news on when [Chairman D] is coming in to town? Hoping
18 to catch dinner with him and talk about [Relative A-1] campaign."
19 Defendant CHIANG responded: "Hi Boss, [Individual 1] is working on
20 it. I let you know after I see him in office tomorrow."

21 122. On October 8, 2018, Councilmember A followed up regarding
22 Company D's commitment to PAC A, writing to defendant CHIANG in a
23 text message: "Hey GEORGE [CHIANG]... have time to meet soon to tie
24 up some loose ends re the [Company D] project?"

25 123. On October 16, 2018, defendant CHIANG and Councilmember A
26 met at Councilmember A's residence and discussed Company D's
27 agreement to contribute to PAC A to benefit Relative A-1's campaign,
28

1 as promised, in exchange for Councilmember A taking multiple official
2 acts to benefit Project D.

3 **d) Benefits to Individual 1 in Exchange for His Official Acts**

4 124. In or around January 2017, while Individual 1 was the
5 Deputy Mayor for Economic Development, defendant CHIANG,
6 Individual 1, and Individual 1's relative strategized to have
7 Synergy, defendant CHIANG's consulting firm, take over navigating the
8 City approval process for Project D. Defendant CHIANG negotiated a
9 lucrative consulting contract with Company D that included a monthly
10 retainer of \$35,000. The consulting contract was later modified to
11 include three significant milestone bonus payments: (1) \$100,000 for
12 successfully completing a Planning Department advisory hearing in May
13 2017; (2) \$150,000 for CPC approval in September 2017; and (3)
14 \$185,000 for PLUM Committee and City Council approval in December
15 2017. Defendant CHIANG agreed with Individual 1 to pay a portion of
16 these fees to Individual 1, in exchange for Individual 1's assistance
17 on Project D in Individual 1's official capacity as Deputy Mayor. As
18 Deputy Mayor, Individual 1 exerted power over and influence on
19 various City departments, including the Planning Department and the
20 CPC.

21 125. On January 2, 2017, Individual 1 sent an email to defendant
22 CHIANG and Individual 1's relative, with an attached chart depicting
23 "People Who Influence the Project." The "Elected Officials" who
24 influenced the project included Councilmember A and others.

25 126. On January 13, 2017, defendant CHIANG, Individual 1, and
26 Individual 1's relative discussed Synergy taking control of the City
27 approval process for Project D. Defendant CHIANG wrote in a group
28 text message: "met with chairman [D] again today. He had already

1 instructed us to move forward on the project. I need to spend some
2 time and lay everything out. So I need to skip training tomorrow to
3 put my thoughts into context and send it to you and [Individual 1's
4 relative]. Also, my retainer has been confirmed verbally so I need
5 [Individual 1's relative] to modify it on paper for signature. Thank
6 you!" Individual 1 responded: "No problem. We should meet after you
7 put your thoughts together."

8 127. On January 26, 2017, defendant CHIANG discussed Synergy
9 taking over Project D with Individual 1 and another consultant.
10 Specifically, defendant CHIANG wrote to Individual 1 and Synergy
11 Consultant in a text message: "everything went as planned. Chairman
12 [D] spent the first part of meeting yelling at everything about how
13 their current approach is wrong. Now Synergy takes full control.
14 Then he walked out. The meeting was productive."

15 128. On February 3, 2017, defendant CHIANG sent a text message
16 to Individual 1, writing: "Meeting with chairman [D] was good report
17 to you tomorrow. Thank you!"

18 129. On February 8, 2017, Individual 1, using his power and
19 influence as the Deputy Mayor, coordinated a meeting between the
20 Deputy Planning Director and representatives of Company D, including
21 defendant CHIANG and Chairman D.

22 130. On or around March 13, 2017, Individual 1 used his official
23 position as the Deputy Mayor to pressure subordinate City officials
24 to take favorable official actions on Project D. Specifically, on
25 March 13, 2017, Individual 1 sent a group text message to defendant
26 CHIANG, Individual 1's relative, and Synergy Consultant: "Hi [Synergy
27 Consultant], talked to [a Fire Department official] about travel
28 distance and tract map. He still help. Make sure we pay expedite for

1 the the fire review of three tract map. [...] Still wait for [a
2 Transportation Department official] to call back." Defendant CHIANG
3 responded: "Thank you [Brother]!" Synergy Consultant responded: "You
4 are the greatest...I will call [the Fire Department official] first."

5 131. On March 28, 2017, defendant CHIANG informed Individual 1
6 about his negotiations with Company D on the Synergy consulting
7 payments, in which Individual 1 had a vested interest, specifically
8 the agreement to receive a portion of the consulting fees and bonus
9 payments. Specifically, defendant CHIANG wrote to Individual 1 in a
10 text message: "Last night I spoke to chairman [D] about late monthly
11 payment and stop of service he said it was all misunderstanding asked
12 me to go to [Company D] office this afternoon. Let me know if you
13 want to have meeting today? Completely up to you but I will drop by
14 regardless to drop everything off. Thank you!"

15 132. On March 28, 2017, Company D paid Synergy a monthly
16 retainer fee of \$35,000 by check.

17 133. On March 28, 2017, Company D paid Synergy \$46,666 by check
18 as back pay for monthly retainers for February 2017 and January 2017.

19 134. On May 11, 2017, Individual 1 reached out to Planning
20 Commission Official by text message from Individual 1's personal cell
21 phone to Planning Commission Official's personal cell phone.
22 Individual 1 requested a meeting with Planning Commission Official in
23 Hollywood, instead of Planning Commission Official's office.

24 135. On May 12, 2017, Individual 1 and Planning Commission
25 Official met in Hollywood to discuss the upcoming CPC hearing for
26 Project D. Planning Commission Official had the ability to impose
27 requirements on Project D that would increase costs for Company D.
28 Planning Commission Official also needed to vote to approve the

1 project at the CPC hearing. At the meeting, Individual 1, in his
2 capacity as Deputy Mayor, exerted pressure over a Mayor-appointed
3 public official to influence Planning Commission Official's official
4 actions. Specifically, Individual 1 urged Planning Commission
5 Official to approve Project D. Individual 1's motivation in
6 convincing Planning Commission Official to vote to approve the
7 project was to obtain a portion of defendant CHIANG's consulting fees
8 from Company D for successfully reaching the CPC hearing benchmark.

9 136. On May 18, 2017, Company D issued a \$100,000 check as the
10 first bonus payment to Synergy for successfully reaching the Planning
11 Department advisory hearing scheduled on May 24, 2017.

12 137. Consistent with his agreement to share the bonus payment
13 with Individual 1, defendant CHIANG asked Individual 1 if
14 Individual 1 wanted his share of the first bonus payment in check
15 form. Individual 1 told defendant CHIANG to wait until later and
16 that he preferred getting a bigger check at a later date.

17 138. On or around June 22, 2017, in a telephone call,
18 Individual 1 asked defendant CHIANG "when are you going to ... get
19 the cash for me for the 20 grand?" Defendant CHIANG responded, "I
20 got it sitting in the car," referring to \$20,000 cash. Individual 1
21 then instructed defendant CHIANG to "just keep it there for now."

22 139. On June 30, 2017, Individual 1 retired from the City as a
23 public official.

24 140. On or around August 3, 2017, during the time in which City
25 laws prohibited Individual 1 from lobbying City officials, defendant
26 CHIANG, Individual 1, and City Staffer D, who worked as a staff
27 member for City Councilmember D, met at Individual 1 and defendant
28 CHIANG's office to discuss Project D. Individual 1 asked City

1 Staffer D to speak to Mayor Staffer 1 to ask Mayor Staffer 1 to put
2 pressure on the CPC to approve Project D. City Staffer D agreed to
3 do so.

4 141. On or about August 8, 2017, Individual 1 had a meeting with
5 City Staffer D's relative in downtown Los Angeles at the office of
6 CCC Investment. At the meeting, Individual 1 and City Staffer D's
7 relative discussed an arrangement for a consulting agreement that
8 would pay City Staffer D's relative.

9 142. On or about August 29, 2017, at Individual 1's request,
10 defendant CHIANG executed a consulting agreement between CCC
11 Investment and City Staffer D's relative. The consulting agreement
12 provided for compensation of \$1,000 per month, effective September 1,
13 2017, for four consecutive months. At Individual 1's request,
14 between October 2017 and December 2017, CCC Investment ultimately
15 paid City Staffer D's relative approximately \$2,000 for "consulting
16 services."

17 143. On August 11, 2017, during the time in which City laws
18 prohibited Individual 1 from lobbying City officials, Individual 1
19 discussed the plan for Individual 1 and defendant CHIANG to "run[]
20 the show" on Project D. Specifically, Individual 1 sent a group text
21 message to defendant CHIANG and Synergy Consultant: "Good morning
22 [Synergy Consultant], can you please email me whatever you have
23 drafted on our proposal in handling the permits for Company D?
24 GEORGE [CHIANG] and I may talk to Chairman [D] today. The purpose is
25 just to convince him that we will be the one running the show."

26 144. On August 19, 2017, Individual 1 texted defendant CHIANG:
27 "Working on a 1 pager, in English and Chinese, that layouts all the
28 departments, permits, and clearances for the [Company D] project.

1 Chairman [D]." Individual 1 then added: "To show the complexity of
2 our work. Will be done tomorrow. Then you revise and w chat to him.
3 That will be our tool for discussion."

4 145. On September 13, 2017, in a telephone call, Individual 1
5 confirmed that he worked on Project D as Deputy Mayor and that he was
6 prohibited from appearing at the CPC hearing for the project.
7 Specifically, an associate asked Individual 1: "Are you going to the
8 CPC meeting tomorrow for [Company D]?" Individual 1 replied: "No,
9 no, absolutely not. You know this is right now I'm not really
10 involved with that part. Because that part they started when I was
11 still in the Mayor's office. Because I cannot, I cannot."

12 146. On September 14, 2017, in a telephone call, Individual 1
13 confirmed that he worked on Project D for the prior nine months,
14 including while serving as Deputy Mayor. Specifically, Individual 1
15 told an associate: "Oh my God, you know we were, we were working so
16 hard the last nine months. This is big, this is [Company D], this is
17 \$700 million project, man, I'm telling you." The associate replied:
18 "[Chairman D] better really treat you well when you go to visit him."
19 Individual 1 responded: "Let's put it this way, we are good, but
20 we're not cheap. Let's put it this way, the check is coming, that's
21 the huge thing, okay?"

22 147. On September 14, 2017, Individual 1 confirmed that
23 Individual 1 influenced Company D's CPC approval and that
24 Individual 1 expected a second bonus payment from Company D, in the
25 form of a portion of defendant CHIANG's bonus, for reaching the
26 second CPC hearing milestone. Specifically, after the CPC approval,
27 Individual 1 sent a text message to his relative, writing: "CPC
28 approved [Project D]! We are moving on to PLUM." Individual 1's

1 relative responded: "Good news for milestones," referring to the
2 bonus payments. Individual 1 then wrote: "[Mayor Official 1] and
3 [Mayor Official 2] talked to the commissioners. [City Staffer D]
4 asked [Mayor Staffer 1]. You know who asked [City Staffer D]."
5 Individual 1's relative responded: "Congrats!" Individual 1
6 answered: "To all of us! Still waiting for the 2nd payment."

7 148. On September 14, 2017, in a telephone call, Individual 1
8 told an associate: "The big job, the [Company D] job, they approved
9 it in Planning Commission, but we were so worried because there is,
10 there's a thick head, who is the uh, who's the president of the
11 Commission. And uhhh, luckily, we use, we pull all the political,
12 you know, chains, we got the Council, we got the Mayor's office,
13 talked to him and so, so you know, he modified the conditions a
14 little bit but it's still good, okay. So we're very happy, very
15 happy." The associate replied: "In LA does it mean that it still has
16 to go to the Council?" Individual 1 responded: "It has to go to
17 PLUM, is the Planning and Land Use Committee, which is a Council
18 Committee, and then go to Council, but those are easy, those are all
19 good brothers, okay? This is the toughest one."

20 149. On October 19, 2017, Company D issued a \$150,000 check as
21 the second bonus payment to Synergy for Project D successfully
22 completing the CPC hearing on September 14, 2017.

23 150. On December 14, 2017, Company D issued a \$185,000 check as
24 the third bonus payment to Synergy for Project D successfully
25 completing the PLUM hearing on December 5, 2017, and the City Council
26 hearing on December 12, 2017.

27 151. Between January 2017 and December 2017, Company D paid
28 Synergy approximately \$772,536 in consulting fees and bonuses for its

1 work on Project D. During that time period, Synergy paid
2 Individual 1's Company \$93,939.97, and Individual 1's relative
3 \$19,000. This approximately \$112,000 paid by defendant CHIANG
4 through Synergy indirectly to Individual 1 was in exchange for
5 Individual 1's actions in shepherding Project D through the various
6 City approval processes while Individual 1 was Deputy Mayor.

7
8 NICOLA T. HANNA
9 United States Attorney

10 

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

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

18
19
20
21
22
23
24
25
26
27
28
VERONICA DRAGALIN
Assistant United States Attorney
Public Corruption and Civil
Rights Section