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Attorneys for Plaintiff  
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MORRIS ROLAND GOLDMAN,  
aka "Morrie Goldman,"

Defendant.

No. CR 2:20-CR-00369-PSG

COOPERATION PLEA AGREEMENT FOR  
DEFENDANT MORRIS ROLAND GOLDMAN

1. This constitutes the plea agreement between MORRIS ROLAND GOLDMAN ("defendant") and the United States Attorney's Office for the Central District of California ("the USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

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a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a one-count information in the form attached to this agreement as Exhibit 1 or a substantially similar form, which charges defendant with Conspiracy, in violation of 18 U.S.C. § 371.

c. Abide by all agreements regarding sentencing contained in this agreement.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessment.

3. Defendant further agrees to cooperate fully with the USAO, the Federal Bureau of Investigation ("FBI"), and, as directed by the USAO, any other federal, state, local, or foreign prosecuting,

1 enforcement, administrative, or regulatory authority. This  
2 cooperation requires defendant to:

3 a. Respond truthfully and completely to all questions  
4 that may be put to defendant, whether in interviews, before a grand  
5 jury, or at any trial or other court proceeding.

6 b. Attend all meetings, grand jury sessions, trials or  
7 other proceedings at which defendant's presence is requested by the  
8 USAO or compelled by subpoena or court order.

9 c. Produce voluntarily all documents, records, or other  
10 tangible evidence relating to matters about which the USAO, or its  
11 designee, inquires.

12 4. For purposes of this agreement: (1) "Cooperation  
13 Information" shall mean any statements made, or documents, records,  
14 tangible evidence, or other information provided, by defendant  
15 pursuant to defendant's cooperation under this agreement or pursuant  
16 to the letter agreement previously entered into by the parties dated  
17 November 15, 2018 (the "Letter Agreement"); and (2) "Plea  
18 Information" shall mean any statements made by defendant, under oath,  
19 at the guilty plea hearing and the agreed to factual basis statement  
20 in this agreement.

21 THE USAO'S OBLIGATIONS

22 5. The USAO agrees to:

23 a. Not contest the Factual Basis agreed to in this  
24 agreement.

25 b. Abide by all agreements regarding sentencing contained  
26 in this agreement.

27 c. At the time of sentencing, provided that defendant  
28 demonstrates an acceptance of responsibility for the offenses up to

1 and including the time of sentencing, recommend a two-level reduction  
2 in the applicable Sentencing Guidelines offense level, pursuant to  
3 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
4 additional one-level reduction if available under that section.

5 6. The USAO further agrees:

6 a. Not to offer as evidence in its case-in-chief in the  
7 above-captioned case or any other criminal prosecution that may be  
8 brought against defendant by the USAO, or in connection with any  
9 sentencing proceeding in any criminal case that may be brought  
10 against defendant by the USAO, any Cooperation Information.  
11 Defendant agrees, however, that the USAO may use both Cooperation  
12 Information and Plea Information: (1) to obtain and pursue leads to  
13 other evidence, which evidence may be used for any purpose, including  
14 any criminal prosecution of defendant; (2) to cross-examine defendant  
15 should defendant testify, or to rebut any evidence offered, or  
16 argument or representation made, by defendant, defendant's counsel,  
17 or a witness called by defendant in any trial, sentencing hearing, or  
18 other court proceeding; and (3) in any criminal prosecution of  
19 defendant for false statement, obstruction of justice, or perjury.

20 b. Not to use Cooperation Information against defendant  
21 at sentencing for the purpose of determining the applicable guideline  
22 range, including the appropriateness of an upward departure, or the  
23 sentence to be imposed, and to recommend to the Court that  
24 Cooperation Information not be used in determining the applicable  
25 guideline range or the sentence to be imposed. Defendant  
26 understands, however, that Cooperation Information will be disclosed  
27 to the United States Probation and Pretrial Services Office and the  
28 Court, and that the Court may use Cooperation Information for the

1 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the  
2 sentence to be imposed.

3 c. In connection with defendant's sentencing, to bring to  
4 the Court's attention the nature and extent of defendant's  
5 cooperation.

6 d. If the USAO determines, in its exclusive judgment,  
7 that defendant has both complied with defendant's obligations under  
8 paragraphs 2 and 3 above and provided substantial assistance to law  
9 enforcement in the prosecution or investigation of another  
10 ("substantial assistance"), to move the Court pursuant to U.S.S.G.  
11 § 5K1.1 to fix an offense level and corresponding guideline range  
12 below that otherwise dictated by the sentencing guidelines, and to  
13 recommend a term of imprisonment within this reduced range.

14 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

15 7. Defendant understands the following:

16 a. Any knowingly false or misleading statement by  
17 defendant will subject defendant to prosecution for false statement,  
18 obstruction of justice, and perjury and will constitute a breach by  
19 defendant of this agreement.

20 b. Nothing in this agreement requires the USAO or any  
21 other prosecuting, enforcement, administrative, or regulatory  
22 authority to accept any cooperation or assistance that defendant may  
23 offer, or to use it in any particular way.

24 c. Defendant cannot withdraw defendant's guilty plea if  
25 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a  
26 reduced guideline range or if the USAO makes such a motion and the  
27 Court does not grant it or if the Court grants such a USAO motion but  
28 elects to sentence above the reduced range.

1           d.    At this time the USAO makes no agreement or  
2 representation as to whether any cooperation that defendant has  
3 provided or intends to provide constitutes or will constitute  
4 substantial assistance. The decision whether defendant has provided  
5 substantial assistance will rest solely within the exclusive judgment  
6 of the USAO.

7           e.    The USAO's determination whether defendant has  
8 provided substantial assistance will not depend in any way on whether  
9 the government prevails at any trial or court hearing in which  
10 defendant testifies or in which the government otherwise presents  
11 information resulting from defendant's cooperation. That is, whether  
12 any other person, after trial, is found guilty or not guilty of any  
13 offense will have no effect on the government's sentencing  
14 recommendation for defendant.

15                               NATURE OF THE OFFENSES

16           8.    Defendant understands that for defendant to be guilty of  
17 the crime charged in count one, that is, Conspiracy, in violation of  
18 18 U.S.C. § 371, the following must be true: (1) beginning in or  
19 about June 2016, and ending on or about November 2018, there was an  
20 agreement between two or more persons to commit at least one crime as  
21 charged in the indictment; (2) defendant became a member of the  
22 conspiracy knowing of at least one of its objects and intending to  
23 help accomplish it; and (3) one of the members of the conspiracy  
24 performed at least one overt act for the purpose of carrying out the  
25 conspiracy.

26           a.    For a person to be guilty of Federal Program Bribery,  
27 in violation of 18 U.S.C. § 666(a)(2), the following must be true:  
28 (1) Jose Huizar was an agent of a local government; (2) defendant

1 corruptly gave, offered, or agreed to give anything of value to Jose  
2 Huizar; (3) defendant intended to influence or reward Jose Huizar in  
3 connection with any business, transaction, or series of transactions  
4 of the local government involving anything of value of \$5,000 or  
5 more; and (4) the local government received, in any one-year period,  
6 benefits in excess of \$10,000 under a Federal program involving a  
7 grant, contract, subsidy, loan, guarantee, insurance, or other form  
8 of Federal assistance.

9           b. For a person to be guilty of Mail Fraud, including  
10 through the Deprivation of Honest Services, in violation of 18  
11 U.S.C. §§ 1341, 1346, the following must be true: (1) defendant  
12 devised or knowingly participated in a scheme or plan to deprive the  
13 citizens of Los Angeles of their right of honest services; (2) the  
14 scheme or plan consisted of a bribe or kickback in exchange for Jose  
15 Huizar's services; (3) Jose Huizar owed a fiduciary duty to the City;  
16 (4) defendant acted with the intent to defraud by depriving the City  
17 of its right of honest services; (5) defendant's act was material;  
18 that is, it had a natural tendency to influence, or was capable of  
19 influencing, the City's acts; and (6) defendant used, or caused  
20 someone to use, the mail to carry out or to attempt to carry out the  
21 scheme or plan.

#### 22                                   PENALTIES

23           9. Defendant understands that the statutory maximum sentence  
24 that the Court can impose for a violation of 18 U.S.C. § 371, is: 5  
25 years' imprisonment; a 3-year period of supervised release; a fine of  
26 \$250,000 or twice the gross gain or gross loss resulting from the  
27 offense, whichever is greatest; and a mandatory special assessment of  
28 \$100.

1           10. Defendant understands that supervised release is a period  
2 of time following imprisonment during which defendant will be subject  
3 to various restrictions and requirements. Defendant understands that  
4 if defendant violates one or more of the conditions of any supervised  
5 release imposed, defendant may be returned to prison for all or part  
6 of the term of supervised release authorized by statute for the  
7 offense that resulted in the term of supervised release, which could  
8 result in defendant serving a total term of imprisonment greater than  
9 the statutory maximum stated above.

10           11. Defendant understands that, by pleading guilty, defendant  
11 may be giving up valuable government benefits and valuable civic  
12 rights, such as the right to vote, the right to possess a firearm,  
13 the right to hold office, and the right to serve on a jury.  
14 Defendant understands that he is pleading guilty to a felony and that  
15 it is a federal crime for a convicted felon to possess a firearm or  
16 ammunition. Defendant understands that the conviction in this case  
17 may also subject defendant to various other collateral consequences,  
18 including but not limited to revocation of probation, parole, or  
19 supervised release in another case and suspension or revocation of a  
20 professional license. Defendant understands that unanticipated  
21 collateral consequences will not serve as grounds to withdraw  
22 defendant's guilty plea.

23                                   FACTUAL BASIS

24           12. Defendant admits that defendant is, in fact, guilty of the  
25 offense to which defendant is agreeing to plead guilty. Defendant  
26 and the USAO agree to the statement of facts attached hereto as  
27 Attachment A and agree that this statement of facts is sufficient to  
28 support a plea of guilty to the charge described in this agreement



1 and to establish the Sentencing Guidelines factors set forth in  
2 paragraph 14 below but is not meant to be a complete recitation of  
3 all facts relevant to the underlying criminal conduct or all facts  
4 known to either party that relate to that conduct.

5 SENTENCING FACTORS

6 13. Defendant understands that in determining defendant's  
7 sentence the Court is required to calculate the applicable Sentencing  
8 Guidelines range and to consider that range, possible departures  
9 under the Sentencing Guidelines, and the other sentencing factors set  
10 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
11 Sentencing Guidelines are advisory only, that defendant cannot have  
12 any expectation of receiving a sentence within the calculated  
13 Sentencing Guidelines range, and that after considering the  
14 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
15 be free to exercise its discretion to impose any sentence it finds  
16 appropriate up to the maximum set by statute for the crime of  
17 conviction.

18 14. Defendant and the USAO agree to the following applicable  
19 Sentencing Guidelines factors:

20	Base Offense Level:	12	U.S.S.G. § 2C1.1(a)(1)
21	Bribe Value >\$40,000:	+6	U.S.S.G. §§ 2C1.1(b)(2); 2B1.1(b)(1)(D)
22	Elected Official:	+4	U.S.S.G. § 2C1.1(b)(3)

23  
24 Defendant and the USAO reserve the right to argue that additional  
25 specific offense characteristics, adjustments, and departures under  
26 the Sentencing Guidelines are appropriate.

27 15. Defendant understands that there is no agreement as to  
28 defendant's criminal history or criminal history category.

1           16. Defendant and the USAO reserve the right to argue for a  
2 sentence outside the sentencing range established by the Sentencing  
3 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
4 (a)(2), (a)(3), (a)(6), and (a)(7).

5                           WAIVER OF CONSTITUTIONAL RIGHTS

6           17. Defendant understands that by pleading guilty, defendant  
7 gives up the following rights:

8                   a. The right to persist in a plea of not guilty.

9                   b. The right to a speedy and public trial by jury.

10                  c. The right to be represented by counsel - and if  
11 necessary have the Court appoint counsel - at trial. Defendant  
12 understands, however, that, defendant retains the right to be  
13 represented by counsel - and if necessary have the Court appoint  
14 counsel - at every other stage of the proceeding.

15                  d. The right to be presumed innocent and to have the  
16 burden of proof placed on the government to prove defendant guilty  
17 beyond a reasonable doubt.

18                  e. The right to confront and cross-examine witnesses  
19 against defendant.

20                  f. The right to testify and to present evidence in  
21 opposition to the charges, including the right to compel the  
22 attendance of witnesses to testify.

23                  g. The right not to be compelled to testify, and, if  
24 defendant chose not to testify or present evidence, to have that  
25 choice not be used against defendant.

26                  h. Any and all rights to pursue any affirmative defenses,  
27 Fourth Amendment or Fifth Amendment claims, and other pretrial  
28 motions that have been filed or could be filed.

1                                    WAIVER OF APPEAL OF CONVICTION

2            18. Defendant understands that, with the exception of an appeal  
3 based on a claim that defendant's guilty plea was involuntary, by  
4 pleading guilty defendant is waiving and giving up any right to  
5 appeal defendant's conviction on the offense to which defendant is  
6 pleading guilty. Defendant understands that this waiver includes,  
7 but is not limited to, arguments that the statute to which defendant  
8 is pleading guilty is unconstitutional, and any and all claims that  
9 the statement of facts provided herein is insufficient to support  
10 defendant's plea of guilty.

11                                    LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12            19. Defendant agrees that, provided the Court imposes a total  
13 term of imprisonment of no more than 30 months, defendant gives up  
14 the right to appeal all of the following: (a) the procedures and  
15 calculations used to determine and impose any portion of the  
16 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
17 fine imposed by the Court, provided it is within the statutory  
18 maximum; (d) to the extent permitted by law, the constitutionality or  
19 legality of defendant's sentence, provided it is within the statutory  
20 maximum; (e) the term of probation or supervised release imposed by  
21 the Court, provided it is within the statutory maximum; and (f) any  
22 of the following conditions of probation or supervised release  
23 imposed by the Court: the conditions set forth in General Order 20-04  
24 of this Court; the drug testing conditions mandated by 18 U.S.C.  
25 §§ 3563(a)(5) and 3583(d).

26            20. The USAO agrees that, provided all portions of the sentence  
27 are at or below the statutory maximum specified above, the USAO gives  
28 up its right to appeal any portion of the sentence.

1                                    RESULT OF WITHDRAWAL OF GUILTY PLEA

2            21. Defendant agrees that if, after entering a guilty plea  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty plea on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then (a) the USAO will be relieved of all of its  
7 obligations under this agreement, including in particular its  
8 obligations regarding the use of Cooperation Information; (b) in any  
9 investigation, criminal prosecution, or civil, administrative, or  
10 regulatory action, defendant agrees that any Cooperation Information  
11 and any evidence derived from any Cooperation Information shall be  
12 admissible against defendant, and defendant will not assert, and  
13 hereby waives and gives up, any claim under the United States  
14 Constitution, any statute, or any federal rule, that any Cooperation  
15 Information or any evidence derived from any Cooperation Information  
16 should be suppressed or is inadmissible.

17                                    EFFECTIVE DATE OF AGREEMENT

18            22. This agreement is effective upon signature and execution of  
19 all required certifications by defendant, defendant's counsel, and an  
20 Assistant United States Attorney.

21                                    BREACH OF AGREEMENT

22            23. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an Assistant  
25 United States Attorney, knowingly violates or fails to perform any of  
26 defendant's obligations under this agreement ("a breach"), the USAO  
27 may declare this agreement breached. For example, if defendant  
28 knowingly, in an interview, before a grand jury, or at trial, falsely

1 accuses another person of criminal conduct or falsely minimizes  
2 defendant's own role, or the role of another, in criminal conduct,  
3 defendant will have breached this agreement. All of defendant's  
4 obligations are material, a single breach of this agreement is  
5 sufficient for the USAO to declare a breach, and defendant shall not  
6 be deemed to have cured a breach without the express agreement of the  
7 USAO in writing. If the USAO declares this agreement breached, and  
8 the Court finds such a breach to have occurred, then:

9           a. If defendant has previously entered a guilty plea  
10 pursuant to this agreement, defendant will not be able to withdraw  
11 the guilty plea.

12           b. The USAO will be relieved of all its obligations under  
13 this agreement; in particular, the USAO: (i) will no longer be bound  
14 by any agreements concerning sentencing and will be free to seek any  
15 sentence up to the statutory maximum for the crime to which defendant  
16 has pleaded guilty; and (iii) will no longer be bound by any  
17 agreement regarding the use of Cooperation Information and will be  
18 free to use any Cooperation Information in any way in any  
19 investigation, criminal prosecution, or civil, administrative, or  
20 regulatory action.

21           c. The USAO will be free to criminally prosecute  
22 defendant for false statement, obstruction of justice, and perjury  
23 based on any knowingly false or misleading statement by defendant.

24           d. In any investigation, criminal prosecution, or civil,  
25 administrative, or regulatory action: (i) defendant will not assert,  
26 and hereby waives and gives up, any claim that any Cooperation  
27 Information was obtained in violation of the Fifth Amendment  
28 privilege against compelled self-incrimination; and (ii) defendant

1 agrees that any Cooperation Information and any Plea Information, as  
2 well as any evidence derived from any Cooperation Information or any  
3 Plea Information, shall be admissible against defendant, and  
4 defendant will not assert, and hereby waives and gives up, any claim  
5 under the United States Constitution, any statute, Rule 410 of the  
6 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
7 Criminal Procedure, or any other federal rule, that any Cooperation  
8 Information, any Plea Information, or any evidence derived from any  
9 Cooperation Information or any Plea Information should be suppressed  
10 or is inadmissible.

11 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

12 OFFICE NOT PARTIES

13 24. Defendant understands that the Court and the United States  
14 Probation and Pretrial Services Office are not parties to this  
15 agreement and need not accept any of the USAO's sentencing  
16 recommendations or the parties' agreements to facts or sentencing  
17 factors.

18 25. Defendant understands that both defendant and the USAO are  
19 free to: (a) supplement the facts by supplying relevant information  
20 to the United States Probation and Pretrial Services Office and the  
21 Court, (b) correct any and all factual misstatements relating to the  
22 Court's Sentencing Guidelines calculations and determination of  
23 sentence, and (c) argue on appeal and collateral review that the  
24 Court's Sentencing Guidelines calculations and the sentence it  
25 chooses to impose are not error, although each party agrees to  
26 maintain its view that the calculations in paragraph 14 are  
27 consistent with the facts of this case. This paragraph permits both  
28 the USAO and defendant to submit full and complete factual

1 information to the United States Probation and Pretrial Services  
2 Office and the Court, even if that factual information may be viewed  
3 as inconsistent with the Factual Basis agreed to in this agreement.

4       26. Defendant understands that even if the Court ignores any  
5 sentencing recommendation, finds facts or reaches conclusions  
6 different from those agreed to, and/or imposes any sentence up to the  
7 maximum established by statute, defendant cannot, for that reason,  
8 withdraw defendant's guilty plea, and defendant will remain bound to  
9 fulfill all defendant's obligations under this agreement. Defendant  
10 understands that no one -- not the prosecutor, defendant's attorney,  
11 or the Court -- can make a binding prediction or promise regarding  
12 the sentence defendant will receive, except that it will be within  
13 the statutory maximum.

14                               NO ADDITIONAL AGREEMENTS

15       27. Defendant understands that, except as set forth herein,  
16 there are no promises, understandings, or agreements between the USAO  
17 and defendant or defendant's attorney, and that no additional  
18 promise, understanding, or agreement may be entered into unless in a  
19 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

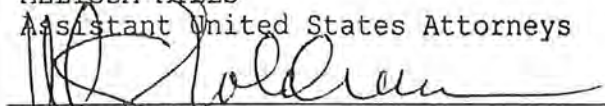
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

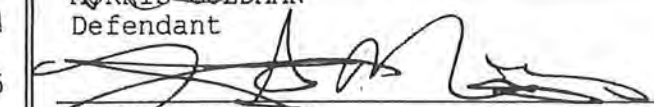
NICOLA T. HANNA  
United States Attorney

  
MACK E. JENKINS  
VERONICA DRAGALIN  
MELISSA MILLS  
Assistant United States Attorneys

8/14/2020  
Date

  
MORRIS GOLDMAN  
Defendant

8-14-2020  
Date

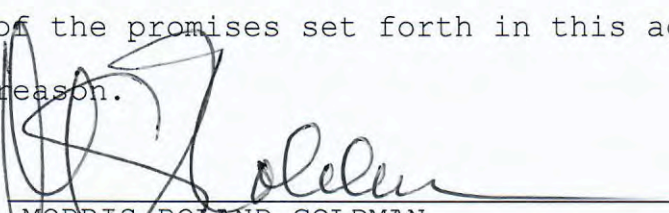
  
STEPHEN MEISTER  
Attorney for Defendant  
MORRIS GOLDMAN

8-14-20  
Date



CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
MORRIS ROLAND GOLDMAN  
Defendant

8-14-2020  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am MORRIS ROLAND GOLDMAN's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
STEPHEN MEISTER  
Attorney for Defendant  
MORRIS ROLAND GOLDMAN

8-14-20  
Date



Attachment A

FACTUAL BASIS

1. Defendant MORRIS ROLAND GOLDMAN, also known as "Morrie Goldman" ("defendant GOLDMAN") was a registered lobbyist and consultant in the City of Los Angeles (the "City"), including for Company M, which had a development project in the City. Defendant GOLDMAN was also a close associate of and fundraiser for Jose Huizar, the Councilmember of Council District 14 ("CD-14"), and agent of the City. The City government received more than \$10,000 per fiscal year in funds from the United States in the form of grants, contracts, subsidies, loans, guarantees, insurance, and other forms of federal assistance.

2. Beginning no later than June 2016, Huizar and others planned to have Relative A-1 succeed him as Councilmember for CD-14 in order to maintain a political stronghold in the City. Huizar's last term as the CD-14 Councilmember was set to expire at the end of 2020, when he was no longer eligible for re-election. In furtherance of this plan, defendant GOLDMAN, Huizar, George Esparza, and others established a political action committee ("PAC"), PAC A, that was registered as a "general purpose" PAC purported to benefit a broad array of candidates and causes but was, in fact, primarily intended to benefit Relative A-1's campaign. Huizar, on numerous occasions, expressed to defendant GOLDMAN that it was important to accumulate a significant amount of financial contributions early on in order to scare off potential candidates contemplating running against Relative A-1. At Huizar's request and direction, defendant GOLDMAN thereafter solicited and pressured real estate developers with projects pending



1 before the City to contribute to PAC A in exchange for favorable  
2 treatment of their projects by Huizar and the City, including in the  
3 Planning and Land Use Management ("PLUM") Committee, Economic  
4 Development Committee, and City Council.

5 3. Between in or about June 2016 and in or about November  
6 2018, in Los Angeles County, within the Central District of  
7 California, defendant GOLDMAN, while employed by Company M as its  
8 lobbyist and acting to benefit Company M, agreed with co-conspirators  
9 Huizar and Executive M, an executive of Company M, among others, to  
10 knowingly and intentionally commit offenses against the United  
11 States, namely, Bribery Concerning Programs Receiving Federal Funds  
12 and Mail Fraud, including through the Deprivation of Honest  
13 Services. Specifically, in or about September 2018, defendant  
14 GOLDMAN agreed with Huizar and Executive M that Company M would  
15 contribute an additional \$50,000 to PAC A to benefit Relative A-1's  
16 campaign in exchange for official acts from Huizar, namely, to vote  
17 against a union appeal on Company M's project in the PLUM Committee.

18 4. Defendant GOLDMAN entered into this agreement, knowing of  
19 the agreement's objects, and intending to help accomplish it. In  
20 furtherance of this agreement, defendant GOLDMAN and co-conspirators  
21 Huizar and Executive M, among others, committed various acts  
22 described below.

23 **A. Defendant GOLDMAN's Role in PAC A**

24 5. On May 2, 2017, in a telephone call, defendant GOLDMAN and  
25 Esparza discussed the strategy to use political action committees to  
26 financially benefit Relative A-1's campaign. Specifically, defendant  
27 GOLDMAN requested a dinner with Huizar to "talk about some political  
28



1 [contribution] stuff" and the "committee he wants to open."  
2 Defendant GOLDMAN told Esparza that Huizar Associate 3 and defendant  
3 GOLDMAN wanted to talk to Huizar about "some ideas on what to do"  
4 with the PAC "[Huizar] wants to do for [Relative A-1]." Defendant  
5 GOLDMAN and Esparza then discussed that Huizar no longer wanted to  
6 use PAC B with Huizar Associate 2 but instead wanted his own PAC.  
7 Defendant GOLDMAN then stated: "we have some ideas on how to  
8 structure it and we wanna talk to him about it."

9 6. On May 18, 2017, defendant GOLDMAN and Esparza continued  
10 discussing establishing a PAC to benefit Relative A-1's campaign.  
11 Specifically, defendant GOLDMAN told Esparza: "what we have to do is  
12 open a general purpose committee." Defendant GOLDMAN went on to  
13 explain: "you and I can run it. But we need to have someone who can  
14 be the face of it." Defendant GOLDMAN stated: "I would envision Jose  
15 [Huizar], saying, 'Let's have ten people at ten thousand bucks each.'  
16 You know, once or twice a year.... And then in three years [closer to  
17 the CD-14 election] ... you're talking, you know, almost a million  
18 dollars." Defendant GOLDMAN reiterated that they needed "someone who  
19 can just sort of be the face of it, so that it's not you or me....  
20 And then you and I can run it." Defendant GOLDMAN then explained  
21 that they needed to "have someone else" raise money into the PAC as  
22 well, and make some additional expenditures, adding: "You follow? So  
23 it's not just [Relative A-1]. It's not just Jose [Huizar]."

24 Defendant GOLDMAN explained: "[Relative A-1] gets the lion's share of  
25 it and Jose [Huizar] would do the lion's share of the fundraising,  
26 but it's not just Jose [Huizar] for [Relative A-1]." Defendant  
27 GOLDMAN then told Esparza he had people ready to start contributing  
28



1 now. During the same phone call about political contributions to  
2 help Huizar and Relative A-1, defendant GOLDMAN emphasized to Esparza  
3 that he needed help from the City, specifically the City's digital  
4 sign ordinance "to move on the 30th" because it would affect one of  
5 his developer clients, adding: "I like this client. They pay me a lot  
6 of money."

7 7. On May 22, 2017, in a telephone call, defendant GOLDMAN and  
8 Esparza discussed an upcoming meeting with Huizar for one of  
9 defendant GOLDMAN's developer clients. Defendant GOLDMAN noted:  
10 "It's a relationship thing, it's very consistent with sort of the,  
11 the long-term MORRIE [GOLDMAN], George [Esparza], Jose [Huizar]  
12 plan."

13 8. On May 25, 2017, in a telephone call, defendant GOLDMAN  
14 told Esparza: "I talked to Jose [Huizar] yesterday and so we're green  
15 lighted," referring to the idea of establishing a PAC to benefit  
16 Relative A-1. Defendant GOLDMAN then told Esparza "we need to find  
17 somebody in the district, a very good close either family friend or  
18 relative" to serve in the role of "treasurer or the controlling  
19 person, you know, on paper." Esparza responded: "So I'll ask  
20 [Huizar] too who he may have in mind, okay."

21 9. On June 2, 2017, in a telephone call, defendant GOLDMAN,  
22 Huizar, and Relative A-1 discussed establishing a PAC to support  
23 Relative A-1's campaign. Defendant GOLDMAN explained: "the PAC ...  
24 that's going to be strictly political money and, you know, two years  
25 from now, or three years, there'll be a million dollars in there. You  
26 won't be able to direct it, but there'll be people, you know, [who]  
27 are like minded."  
28



1        10. On or around June 22, 2017, defendant GOLDMAN met with  
2 Huizar, Esparza, and Justin Kim and discussed establishing a PAC to  
3 raise money for Relative A-1's campaign. During this meeting, Huizar  
4 suggested having Kim find an associate to serve as the "face" of the  
5 PAC to disguise Huizar's involvement and the PAC's connection to CD-  
6 14.

7        11. On June 22, 2017, in a telephone call, defendant GOLDMAN  
8 and Huizar discussed the PAC to benefit Relative A-1's campaign,  
9 specifically the need to install someone to run the PAC that Huizar  
10 would be able to covertly control or influence. Defendant GOLDMAN  
11 stated that regarding the treasurer for the PAC, "I just really want  
12 to again encourage you to think about someone from your personal  
13 circle." Huizar responded: "Yeah, no, I agreed to that, you made a  
14 very good point which is, look if I go with somebody that Justin  
15 [Kim] recommends, I thought it was cool [be]cause it's more distance  
16 from me, right? Some Korean. Who's gonna know some Korean, some  
17 random Korean? 'What are they doing fundraising over here? It must be  
18 an independent assistant ... from Huizar.' But, the more I thought  
19 about it, I think there's a lot more benefit to have someone who's  
20 close to me, because you're right, what if like, Justin [Kim] and I  
21 have a falling out and there's a million dollars standing in  
22 committee. I'm supposed to have not anything to do with it,  
23 supposedly I don't have anything to do with it, so." Defendant  
24 GOLDMAN responded: "I mean, in an ideal world, I mean, we're all  
25 friends, we're all loyal, but you know, things happen. I just want to  
26 make sure you're protected." Defendant GOLDMAN and Huizar then  
27 discussed asking one of defendant GOLDMAN's developer clients for  
28



1 "seed money" for the PAC. Defendant GOLDMAN stated: "he's my client,  
2 but you're my friend. And we have an end game." Defendant GOLDMAN  
3 and Huizar agreed to "seed the PAC early."

4 12. In the subsequent months, defendant GOLDMAN and Huizar had  
5 regular discussions regarding their strategy for opening PAC A and  
6 targeting developers with projects pending before the City to  
7 contribute to Relative A-1's campaign.

8 13. On October 18, 2017, a political account supervisor sent an  
9 initial Statement of Organization for PAC A to the California  
10 Secretary of State by U.S. Mail. Defendant GOLDMAN was listed as an  
11 "additional principal officer" of the PAC.

12 14. Beginning in or around April 2018, defendant GOLDMAN,  
13 Huizar, and Huizar Associate 3 met regularly to discuss the  
14 fundraising plan for Relative A-1's campaign. Specifically, on March  
15 26, 2018, Huizar sent a text message to defendant GOLDMAN, writing:  
16 "We should meet every two weeks to discuss progress on pac. Me, u,  
17 and [Huizar Associate 3]. What u think? Can I have [a CD-14 staffer]  
18 set something up?" On March 29, 2018, Huizar instructed his staffer  
19 in an e-mail: "please schedule a meeting with me and MORRIE [GOLDMAN]  
20 and [Huizar Associate 3] a meeting every two weeks to go over 'PAC'.  
21 [T]hey will know what that's about."

22 15. During their regular meetings to discuss the PACs, among  
23 other things, Huizar, defendant GOLDMAN, and Huizar Associate 3  
24 created and discussed a document titled "Fundraising Plan," which  
25 tracked developers, contribution amounts, and the designated person  
26 responsible for soliciting the contributions, which included Huizar,  
27 defendant GOLDMAN, and Huizar Associate 3, among others. The  
28



1 "Fundraising Plan" document included a section titled "MORRIE" for  
2 tracking contributions to PAC A, and a separate section titled  
3 "[Huizar Associate 2]" for tracking contributions to PAC B.

4 16. On April 4, 2018, Huizar sent an e-mail to defendant  
5 GOLDMAN and Huizar Associate 3, writing: "Good meeting yesterday.

6 (1). MORRIE [GOLDMAN], Please have accounting of PAC [A] for the next  
7 time we meet. My records show there are about 55 k in account. Please  
8 bring all income and what expenses we have had to date." Huizar  
9 often asked for an accounting of PAC A, and defendant GOLDMAN  
10 understood that Huizar wanted to control the expenditures of PAC A to  
11 benefit Relative A-1's campaign.

12 17. On April 13, 2018, Huizar sent an e-mail to defendant  
13 GOLDMAN, writing: "Hey MORRIE [GOLDMAN]. Attached is fundraising plan  
14 I have. See you Monday. I was gonna propose that you and I just meet  
15 on this plan in future and we can just nudge [Huizar Associate 3] to  
16 collect. He just has 2 (although large) targets to collect." The  
17 attachment titled "[PAC A]" included a list of developers and  
18 individuals, amounts, notes, and the individual responsible for  
19 soliciting the contribution. Defendant GOLDMAN had eight targets for  
20 contributions totaling \$275,000, including developers with projects  
21 pending before the City and Huizar. Huizar had twelve targets  
22 totaling \$680,000, and Huizar Associate 3 had two targets totaling  
23 \$200,000. In total, the fundraising plan had \$1,155,000 in targeted  
24 contributions for PAC A to benefit Relative A-1's campaign.

25 Subsequently, Huizar sent a text message to defendant GOLDMAN,  
26 writing: "Just sent u email on pac and targets."



1 **B. Project M Bribery Scheme**

2 18. Beginning in approximately 2014, Company M employed  
3 defendant GOLDMAN as a lobbyist to facilitate a relationship with  
4 Huizar, whereby Company M would request Huizar's assistance on a  
5 number of issues related to Project M, and provide financial  
6 contributions at Huizar's request. During defendant GOLDMAN's  
7 employment as Company M's lobbyist and at all times listed below in  
8 this Factual Basis, defendant GOLDMAN acted as an agent of Company M  
9 and for the benefit of Company M.

10 \$25,000 Contribution to PAC B

11 19. In or around August 2016, defendant GOLDMAN and Executive M  
12 had discussions via text message regarding the General Plan Amendment  
13 for Project M. Specifically, on August 2, 2016, Executive M wrote:  
14 "We have a real problem. [The Planning Department] did not approve  
15 our gpa [General Plan Amendment] again. Let's talk asap in the  
16 morning." On August 11, 2016, defendant GOLDMAN wrote to Executive  
17 M: "I got the meeting request in? How we doing on the [General Plan  
18 Amendment] motion, etc?... Spoke to Huizar. We will meet ne[x]t  
19 Thursday and he will introduce the motion to initiate."

20 20. On August 18, 2016, Huizar, defendant GOLDMAN, and  
21 Executive M met at Huizar's City Hall office to discuss Project M.  
22 At the meeting, defendant GOLDMAN and Executive M asked Huizar to  
23 file a motion to initiate a General Plan Amendment for Project M.  
24 Huizar agreed to initiate the General Plan Amendment, either by  
25 exerting pressure on the Planning Department to do so or by filing a  
26 motion.



1        21. In September 2016, Huizar asked defendant GOLDMAN for  
2 contributions to PAC B from defendant GOLDMAN's clients with projects  
3 pending in CD-14, including from Executive M on behalf of Project M,  
4 in connection with a homelessness initiative that was on the ballot  
5 in November 2016 (Measure HHH). Defendant GOLDMAN agreed to convey  
6 the requests to his clients.

7        22. On October 13, 2016, Esparza sent a text message to  
8 defendant GOLDMAN providing the information for PAC B, and adding:  
9 "according to my boss [Huizar] that's for [another developer] and  
10 [Company M]. He said he spoke to u about it."

11        23. On October 13, 2016, defendant GOLDMAN sent an e-mail to  
12 Executive M, passing on account information for PAC B he received  
13 from Esparza. Executive M replied: "Timing and amount?" Defendant  
14 GOLDMAN then wrote: "25K as soon as possible."

15        24. On October 14, 2016, defendant GOLDMAN sent an e-mail to  
16 Executive M, attaching a remit form for PAC B, and writing: "Huizar  
17 is asking that contributions be directed to this committee. Please  
18 hold off if you are processing a contribution to the other primary  
19 committee." Defendant GOLDMAN conveyed this to Executive M because  
20 he understood Huizar wanted the contribution to more directly benefit  
21 Huizar, which could be better achieved by the money going to PAC B  
22 rather than the official Measure HHH campaign committee.

23        25. On October 26, 2016, Executive M wrote to defendant GOLDMAN  
24 in a text message: "I should have checks by tomorrow. All I need is  
25 the letter. Would it be worth setting up a quick drink or coffee with  
26 Jose [Huizar] when we deliver? Could be good to talk big picture,  
27 etc." Defendant GOLDMAN understood that Executive M wanted to  
28



1 discuss the merits of Project M and seek Huizar's assistance with the  
2 project when delivering the \$25,000 to PAC B, as Huizar had  
3 requested.

4 26. On October 31, 2016, defendant GOLDMAN sent a text message  
5 to Esparza, writing: "When can I get [Executive M] in with Jose  
6 [Huizar] to deliver the checks?" Defendant GOLDMAN was referring to  
7 the \$25,000 contribution to PAC B, which Huizar had requested, and  
8 Executive M's request to discuss Project M with Huizar at the same  
9 time.

10 Additional \$25,000 Contribution to PAC B

11 27. On February 15, 2017, Huizar and defendant GOLDMAN met for  
12 lunch in Downtown Los Angeles to discuss various projects. At the  
13 lunch, Huizar asked defendant GOLDMAN for an additional \$25,000  
14 contribution to PAC B from Company M, in connection with a  
15 homelessness initiative that was on the ballot in March 2017 (Measure  
16 H). Defendant GOLDMAN agreed to and did convey the request to  
17 Executive M.

18 28. On February 21, 2017, defendant GOLDMAN informed Esparza  
19 via text message that Executive M "acknowledged the conversation with  
20 Jose [Huizar]" regarding Company M's additional contribution to PAC  
21 B.

22 29. On February 24, 2017, Executive M sent an e-mail to another  
23 Company M employee, copying defendant GOLDMAN, with the subject line  
24 "questions regarding Huizar PAC," and writing: "You can direct any  
25 specific questions on the PAC to MORRIE [GOLDMAN], who is cc'd."

26 30. On or about March 2, 2017, Company M made a \$25,000  
27 contribution to PAC B, at Huizar's direction.



1        31. On March 20, 2017, Executive M sent an e-mail to defendant  
2 GOLDMAN, writing: "Do you think we are in a more favored status with  
3 Jose [Huizar] compared to [another developer]?" Defendant GOLDMAN  
4 understood Executive M to be asking whether Company M's contributions  
5 of \$50,000 total to PAC B, at Huizar's request, placed them in a  
6 "favored status." Defendant GOLDMAN understood the "favored status"  
7 to mean more likely to receive favorable official acts from Huizar on  
8 Project M.

9        32. On May 5, 2017, in a telephone call, Huizar and defendant  
10 GOLDMAN discussed Company M's contribution to PAC B at Huizar's  
11 request. Huizar and defendant GOLDMAN found out that PAC B publicly  
12 disclosed Company M as a top donor for a Los Angeles City Council  
13 candidate. Defendant GOLDMAN told Huizar that a reporter was "asking  
14 who asked us [Company M] for the donation, but we, we're not gonna  
15 respond to that." Huizar responded: "Thank you very much. I  
16 appreciate that." Defendant GOLDMAN stated: "No, of course."  
17 Defendant GOLDMAN then stated: "When I told George [Esparza], I said,  
18 look, my two things that I gotta protect you know ... [Company M] and  
19 gotta protect you [Huizar]." Huizar responded: "Yeah, gotcha,  
20 gotcha." Huizar then stated "we can't be sloppy about this and  
21 trust, uh, [Huizar Associate 2], but, anyway, we will save that  
22 conversation for tomorrow, ok?" Among other things, defendant  
23 GOLDMAN was concerned about the media finding out that Huizar  
24 directed the \$25,000 PAC B contribution by Company M.

25        33. On May 9, 2017, Executive M sent an e-mail to defendant  
26 GOLDMAN asking about a media inquiry regarding a Company M campaign  
27 contribution to PAC B in support of a Los Angeles City Council  
28



1 candidate. Defendant GOLDMAN responded by e-mail, reminding  
2 Executive M that the PAC B contribution "was an 'ask' from Jose  
3 Huizar."

4 \$25,000 Contribution and Additional \$25,000 Commitment to PAC A

5 34. Beginning in around January 2018, defendant GOLDMAN had  
6 conversations with Huizar and Executive M regarding Project M's  
7 approval in the PLUM Committee and City Council. Specifically,  
8 Company M wanted the City to approve Project M with a 5% affordable  
9 housing requirement (which dictates how many units would be  
10 designated for low-income residents), while Huizar initially insisted  
11 on 11% affordable housing. The higher the percentage of units were  
12 designated for low-income residents the less profit Company M would  
13 obtain. Executive M was concerned he would suffer significant  
14 professional consequences, including the loss of his job with Company  
15 M, if Project M was not approved, so he asked for defendant GOLDMAN's  
16 help because Executive M could not get through to Huizar. Executive  
17 M also told defendant GOLDMAN that if Project M did not obtain its  
18 preferred affordable housing requirements it would threaten the  
19 viability of Project M altogether.

20 35. On January 8, 2018, Huizar and defendant GOLDMAN had a  
21 discussion via text message regarding Project M and Company M's  
22 willingness to contribute to their newly established PAC A to benefit  
23 Relative A-1's campaign. Specifically, Huizar wrote: "Let's do the  
24 pac stuff later this week. See u there at 6. What's purpose of  
25 tonight's meeting? Are they [Company M] gonna help with pac?"  
26 Defendant GOLDMAN replied: "[Executive M] wants to talk about  
27 [Project M] and see if you're comfortable with the height and  
28



1 affordability levels." Huizar answered: "Are they gonna help with  
2 pac?" Defendant GOLDMAN replied: "I'm sure they will, however - as  
3 your friend - let's discuss this in a different text thread."  
4 Defendant GOLDMAN understood that Huizar was conditioning his  
5 official assistance on Project M (specifically, approvals related to  
6 affordability and height) on Company M's financial support for PAC A,  
7 which defendant GOLDMAN knew was illegal. Defendant GOLDMAN was  
8 warning Huizar not to explicitly document that understanding in a  
9 text message thread because it was incriminating.

10 36. On February 23, 2018, Huizar and defendant GOLDMAN had a  
11 discussion via text message regarding PAC A. Specifically, defendant  
12 GOLDMAN wrote: "Are you checking the Confide App for texting on your  
13 iPhone?" Huizar replied: "I never use it but it is there. I have no  
14 messages." Defendant GOLDMAN wrote: "I was going to text you about  
15 your meeting with [PAC A's attorney]. Wanted to see if we got any  
16 clarification. Confide is good for texting because it is like Snap  
17 Chat...message disappears."

18 37. On March 1, 2018, defendant GOLDMAN had a meeting with  
19 Huizar. During the meeting, defendant GOLDMAN and Huizar discussed  
20 Company M's contributions to PAC A. Specifically, Huizar asked for a  
21 \$50,000 contribution to PAC A to be paid in two installments, \$25,000  
22 as soon as possible and another \$25,000 by the end of the year, after  
23 the approval of Project M. Defendant GOLDMAN understood that Huizar  
24 requested two separate contributions so as not to draw attention to a  
25 large contribution of \$50,000 from Company M. Defendant GOLDMAN  
26 agreed to convey the request to Executive M.



1        38. On March 14, 2018, defendant GOLDMAN met with Executive M  
2 and relayed Huizar's request to have Company M contribute \$50,000 to  
3 PAC A, which defendant GOLDMAN explained was designed to benefit  
4 Relative A-1's campaign for the CD-14 seat. Executive M agreed.  
5 Later that same day, defendant GOLDMAN met with Huizar to discuss PAC  
6 A, including the fact that Executive M agreed to have Company M  
7 contribute to PAC A.

8        39. On March 15, 2018, defendant GOLDMAN sent an e-mail to  
9 Executive M with the subject line "[PAC A]," writing: "this is the  
10 committee we previously discussed," and attaching a contribution form  
11 for PAC A.

12        40. On April 13, 2018, Huizar sent an e-mail to defendant  
13 GOLDMAN, attaching a document titled "[PAC A]" that included, among  
14 other things, an entry for Company M for \$50,000, with the note: "B/4  
15 June. 2 checks. 2 Entities." Defendant GOLDMAN understood that  
16 Huizar requested two separate checks from two separate entities so as  
17 not to draw attention to a large \$50,000 contribution from Company M.

18        41. On May 8, 2018, defendant GOLDMAN and Executive M had a  
19 discussion via text message regarding Executive M's significant  
20 concerns regarding Project M's progress and his desire for Huizar or  
21 a CD-14 staffer to pressure other City officials in the Planning  
22 Department to benefit Project M. Specifically:

23        Executive M: "Very important that [City Staffer A-2] calls [a  
24 Planning Department official] letting them know he supports the  
height etc. please please make sure this happens prior."

25        Defendant GOLDMAN: "Yes. I have a call into [City Staffer A-2]."

26        Executive M: "Critical. Would be a huge issue otherwise with  
27 those people Attending. Maybe [Huizar] would be willing to call  
28 [a Planning Department official]."



1 Defendant GOLDMAN: "[Huizar] is traveling. Not around this  
2 week."

3 Executive M: "Can't he put in a call? I'm just really  
4 concerned."

5 Defendant GOLDMAN: "Me too. That's why I sent you the list of  
6 invited attendees. It might be a good idea for [a consultant] to  
7 join us."

8 Executive M: "Did you hound [City Staffer A-2]?"

9 Defendant GOLDMAN: "Yes."

10 Executive M: "And why can't Huizar put in a call? Takes 5 mins"

11 Defendant GOLDMAN: "He's in Caribbean on family vacation. I'd  
12 rather have the call come from [City Staffer A-2]. He is in the  
13 weeds on the project."

14 Executive M: "Can he come to meeting?"

15 Defendant GOLDMAN: "He's not going to go to a meeting in  
16 Planning Department. [City Staffer A-2] will let them know their  
17 position, and then make the changes in PLUM."

18 ...

19 Executive M: "This would be a disaster if they took a position  
20 to deny This meeting seems to be a really bad idea now. When  
21 does Jose [Huizar] get back?"

22 Defendant GOLDMAN: "Spoke with [City Staffer A-2]. He will speak  
23 with [the Planning Department official], and then call me to  
24 report back prior to our meeting."

25 42. In or about June 2018, Company M made a \$25,000  
26 contribution to PAC A, in two checks of \$12,500 each from two  
27 separate entities, at Huizar's direction.

28 43. On June 14, 2018, the City Planning Commission approved  
Project M, allowing it to move forward to a hearing before the PLUM  
Committee and ultimately City Council. However, the City Planning



1 Commission imposed certain conditions for approval, including an  
2 affordable housing requirement of 11% "Very Low Income" units that  
3 would ensure a significant percentage of very low-income individuals  
4 had an opportunity for housing at the project.

5 Additional \$50,000 Commitment to PAC A in Exchange for Huizar's  
6 Help on Project M

7 44. On August 9, 2018, defendant GOLDMAN sent an e-mail to  
8 Executive M regarding Project M's upcoming hearing before the PLUM  
9 Committee, writing: "We need to address the Labor issue.  
10 Seriously...we need to take [the executive of a labor union] off the  
11 chess board." Defendant GOLDMAN and Executive M had discussed that  
12 the labor union was an issue that could affect Project M's approval  
13 in the PLUM Committee with the potential to create delays and  
14 increase costs. In addition, Executive M told defendant GOLDMAN that  
15 requiring a union Project Labor Agreement threatened the viability of  
16 Project M, resulting in negative repercussions for Executive M  
17 personally, including the potential loss of his job.

18 45. On September 4, 2018, in an e-mail, Executive M asked  
19 defendant GOLDMAN: "Any updates on Huizar meeting?" Defendant  
20 GOLDMAN responded: "I'm having a one-on-one meeting with [Huizar],  
21 and you're #1 on the agenda."

22 46. On September 4, 2018, Huizar met with defendant GOLDMAN  
23 regarding the labor union issue Company M was facing on Project M.  
24 During the meeting, defendant GOLDMAN requested on behalf of  
25 Executive M for Huizar to vote against the labor union's appeal by  
26 approving Project M in the PLUM Committee. Huizar explained that  
27 voting against the labor union, which he considered an ally, could  
28 have negative ramifications on Relative A-1's campaign. Defendant



1 GOLDMAN understood this to mean that voting against the labor union  
2 may result in the labor union opposing Relative A-1's election, which  
3 would be a significant blow to her chance for success. Because of  
4 this risk, Huizar told defendant GOLDMAN something to the effect that  
5 if he were to vote against the labor union in the PLUM Committee,  
6 then Company M would have to make it worthwhile. Defendant GOLDMAN  
7 understood this to mean Huizar expected a financial benefit from  
8 Company M in exchange for his efforts with the labor union.

9 47. On September 6, 2018, defendant GOLDMAN and Executive M met  
10 to discuss Project M and resolving its labor issue. During the  
11 meeting, defendant GOLDMAN discussed with Executive M that they  
12 needed to make it worthwhile for Huizar's intervention with the labor  
13 union. Executive M and defendant GOLDMAN 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 \$25,000 installment in June 2018. This additional \$50,000  
17 contribution would bring the total agreed-upon contributions on  
18 behalf of Company M to PAC A to \$100,000 in exchange for Huizar's  
19 assistance with Project M.

20 48. On September 6, 2018, Huizar and defendant GOLDMAN met  
21 outside a restaurant in Boyle Heights to discuss the new arrangement  
22 with Executive M. At the meeting, defendant GOLDMAN conveyed the  
23 offer of an additional \$50,000 contribution to PAC A, bringing the  
24 total to \$100,000, and Huizar agreed to accept the contribution in  
25 exchange for voting to approve Project M over objections by the labor  
26 union. Huizar also requested a private meeting with Executive M.



1 Later that day, in a text message, defendant GOLDMAN asked Executive  
2 M: "Can you do dinner with Huizar on Tuesday, 9-25?"

3 49. On September 12, 2018, while Huizar was negotiating the  
4 additional financial benefit he sought from Executive M and Company  
5 M, Huizar used his official position as the PLUM Chair to postpone  
6 his committee's hearing on Project M to October 2, 2018, thereby  
7 causing the project to be delayed.

8 50. On September 24, 2018, in a text message, defendant GOLDMAN  
9 told Huizar: "We are meeting [Executive M] tomorrow for dinner. Do  
10 you still want [a restaurant in downtown Los Angeles], or would you  
11 like someplace a bit more private?"

12 51. On September 24, 2018, in a text message, defendant GOLDMAN  
13 told Executive M: "Meeting is moved to breakfast on 10-04 @ 9 AM."  
14 Executive M replied: "But that pushes our date??? This is a  
15 disaster." Defendant GOLDMAN responded: "Yes....it pushes the date.  
16 It's going to get done." Defendant GOLDMAN and Executive M were  
17 discussing the private meeting between Executive M and Huizar, and  
18 its effect on delaying the PLUM Committee hearing for Project M.

19 52. On September 26, 2018, in a text message, defendant GOLDMAN  
20 asked Executive M: "any chance you can do your one on one dinner with  
21 Huizar THIS Friday, 9-28?" Executive M replied: "Yes. I'm assuming  
22 hearing date is the same?"

23 53. On September 28, 2018, Huizar and Executive M had a private  
24 meeting to discuss securing Huizar's support for Project M, its  
25 approval in the PLUM Committee, and Company M's support for Relative  
26 A-1's campaign.



1        54. On September 28, 2018, Huizar sent a text message to  
2 defendant GOLDMAN, writing: "Good meeting with [Executive M]. He is  
3 willing to help [Relative A-1] committee. He will collect from  
4 consultant/contractors. We didn't discuss amount. Please enlist him  
5 for your event and ask him to collect 15-20 k for your event." Based  
6 on his conversations with Huizar and Executive M, including this text  
7 message, defendant GOLDMAN understood that Executive M and Huizar  
8 confirmed their agreement related to the PAC A contribution at the  
9 dinner defendant GOLDMAN facilitated. Further, Huizar wanted  
10 defendant GOLDMAN to have Executive M additionally collect individual  
11 contribution checks for Relative A-1's primary campaign committee to  
12 deliver at the upcoming fundraiser defendant GOLDMAN was hosting for  
13 her.

14        55. On October 2, 2018, Huizar used his official position as  
15 the PLUM Committee Chair to postpone his committee's hearing on  
16 Project M to October 16, 2018.

17        56. On October 11, 2018, Huizar, Executive M, Employee M and  
18 defendant GOLDMAN attended a fundraiser for Relative A-1 hosted by  
19 defendant GOLDMAN. At the fundraiser, Executive M had a manila  
20 envelope that he told defendant GOLDMAN was for Huizar. When  
21 defendant GOLDMAN asked Executive M what was in the envelope,  
22 Executive M declined to answer and instead told defendant GOLDMAN  
23 that Huizar would tell defendant GOLDMAN if Huizar wanted him to  
24 know.

25        57. On October 13, 2018, Executive M sent a text message to  
26 defendant GOLDMAN regarding the upcoming PLUM Committee hearing for  
27 Project M, asking: "Anyone else on plum we should connect with?"  
28



1 Defendant GOLDMAN replied: "I was thinking about it but I really  
2 don't want to call attention to it. I would rather let Jose [Huizar]  
3 power play it through."

4 58. On October 16, 2018, Huizar voted to deny the union appeal  
5 and to approve Project M in the PLUM Committee, including accepting  
6 certain modifications requested by Company M. Specifically, the PLUM  
7 Committee accepted Company M's preferred modifications to the  
8 affordable housing restrictions, thereby undoing the more stringent  
9 requirements recommended by the City Planning Commission. As a  
10 result of Huizar's approval and undoing the CPC recommendations,  
11 Company M obtained significant reductions to Project M's affordable  
12 housing requirements, from 11% "Very Low Income" units to 6%  
13 "Moderate Income" units. The changes resulted in overall significant  
14 savings for Company M, which together with the denial of the labor  
15 union's appeal resulted in, according to Executive M, saving the  
16 viability of Project M.

17 59. That same day after the PLUM Committee approval, in a text  
18 message, defendant GOLDMAN told Executive M: "Let's talk tomorrow.  
19 I'm seeing Jose [Huizar] on Thursday, so I know he will bring up  
20 follow up on a few items." Defendant GOLDMAN meant that Huizar would  
21 bring up Company M's commitment to contribute the remaining \$75,000  
22 to PAC A.

23 60. On October 18, 2018, Huizar and defendant GOLDMAN had a  
24 meeting at Huizar's residence. Among other things, Huizar brought up  
25 Company M's commitment to contribute to PAC A.

26 61. On October 31, 2018, Huizar voted to approve Project M in  
27 City Council.

28 DEFT. INITIALS 

1           62. On or around October 31, 2018, defendant GOLDMAN updated a  
2 document tracking commitments and contributions made to PAC A. Among  
3 other things, the document had an entry for Company M with the figure  
4 \$25,000 in the column titled "Paid" and \$75,000 in the column titled  
5 "Committed." In addition, in the "Comments" column, the entry for  
6 Company M stated "\$75K by December." Defendant GOLDMAN understood  
7 this notation to represent Company M's commitment to contribute an  
8 additional \$75,000 to PAC A by the end of 2018 for a total of  
9 \$100,000 to be paid to PAC A by Company M at Huizar's request.

10           63. On November 1, 2018, defendant GOLDMAN and Executive M had  
11 a discussion via text message regarding contributions to PAC A.  
12 Specifically, defendant GOLDMAN wrote: "Can we meet up next week and  
13 go through the Huizar political stuff?" Defendant GOLDMAN meant the  
14 \$75,000 PAC contribution Company M had committed to Huizar in  
15 exchange for Huizar's now successful help with Project M.