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11 Attorneys for Plaintiff
 12 UNITED STATES OF AMERICA

13 UNITED STATES DISTRICT COURT
 14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,
 16 Plaintiff,
 17 v.
 18 JOSE LUIS HUIZAR,
 19 Defendant.

No. CR 20-326(A)-JFW-1
PLEA AGREEMENT FOR DEFENDANT
JOSE LUIS HUIZAR

20
 21 1. This constitutes the plea agreement between defendant JOSE
 22 LUIS HUIZAR ("defendant") and the United States Attorney's Office for
 23 the Central District of California (the "USAO") in the above-
 24 captioned case. This agreement is limited to the USAO and cannot
 25 bind any other federal, state, local, or foreign prosecuting,
 26 enforcement, administrative, or regulatory authorities.

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1 RULE 11(c) (1) (C) AGREEMENT

2 2. Defendant understands that this agreement is entered into
3 pursuant to Federal Rule of Criminal Procedure 11(c) (1) (C).
4 Accordingly, defendant understands that, if the Court determines that
5 it will not accept this agreement, absent a breach of this agreement
6 by defendant prior to that determination and whether or not defendant
7 elects to withdraw any guilty pleas entered pursuant to this
8 agreement, this agreement will, with the exception of section below
9 regarding Withdrawal of Guilty Plea, be rendered null and void and
10 both defendant and the USAO will be relieved of their obligations
11 under this agreement. Defendant agrees, however, that if defendant
12 breaches this agreement prior to the Court's determination whether or
13 not to accept this agreement, the breach provisions of this
14 agreement, below, will control, with the result that defendant will
15 not be able to withdraw any guilty pleas entered pursuant to this
16 agreement, the USAO will be relieved of all of its obligations under
17 this agreement, and the Court's failure to follow any recommendation
18 or request regarding sentence set forth in this agreement will not
19 provide a basis for defendant to withdraw defendant's guilty pleas.

20 DEFENDANT'S OBLIGATIONS

21 3. Defendant agrees to:
22 a. At the earliest opportunity requested by the USAO and
23 provided by the Court, appear and plead guilty to counts one and
24 forty-one of the First Superseding Indictment in United States v.
25 Jose Luis Huizar, et. al, No. CR 20-326(A)-JFW, which charge
26 defendant with Racketeer Influenced and Corrupt Organization ("RICO")
27 Conspiracy, in violation of 18 U.S.C. § 1962(d), and Tax Evasion, in
28 violation of 26 U.S.C. § 7201.

1 b. Not contest the Factual Basis agreed to in this
2 agreement, as set forth in Attachment A.

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

5 d. Appear for all court appearances, surrender as ordered
6 for service of sentence, obey all conditions of any bond, and obey
7 any other ongoing court order in this matter.

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

12 f. Be truthful at all times with the United States
13 Probation and Pretrial Services Office and the Court.

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

17 h. Recommend defendant be sentenced to no less than 108
18 months' (9 years') imprisonment pursuant to the 18 U.S.C. § 3553(a)
19 factors and applicable Guidelines.

20 i. Pay any restitution ordered by the Court.

21 4. Defendant agrees that any and all criminal debt ordered by
22 the Court will be due in full and immediately. The government is not
23 precluded from pursuing, in excess of any payment schedule set by the
24 Court, any and all available remedies by which to satisfy defendant's
25 payment of the full financial obligation, including referral to the
26 Treasury Offset Program.

27 a. Complete the Financial Disclosure Statement on a form
28 provided by the USAO and, within 30 days of defendant's entry of a

1 guilty pleas, deliver the signed and dated statement, along with all
2 of the documents requested therein, to the USAO by either email at
3 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
4 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
5 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
6 criminal debt shall be assessed based on the completed Financial
7 Disclosure Statement and all required supporting documents, as well
8 as other relevant information relating to ability to pay.

9 b. Authorize the USAO to obtain a credit report upon
10 returning a signed copy of this plea agreement.

11 c. Consent to the USAO inspecting and copying all of
12 defendant's financial documents and financial information held by the
13 United States Probation and Pretrial Services Office.

14 5. Defendant agrees to cooperate with the Internal Revenue
15 Service in the determination of defendant's tax liability for 2017.
16 Defendant agrees that:

17 a. Defendant will file, prior to the time of sentencing,
18 amended return for the year subject to the above admissions and
19 consistent with the Factual Basis agreed to in this agreement,
20 correctly reporting unreported income; will, if requested to do so by
21 the Internal Revenue Service, provide the Internal Revenue Service
22 with information regarding the year covered by the return; will pay
23 to the Fiscal Clerk of the Court at or before sentencing all
24 additional taxes and all penalties and interest assessed by the
25 Internal Revenue Service on the basis of the returns; and will
26 promptly pay to the Fiscal Clerk of the Court all additional taxes
27 and all penalties and interest thereafter determined by the Internal
28 Revenue Service to be owing as a result of any computational

1 error(s). Payments may be made to the Clerk, United States District
2 Court, Fiscal Department, 255 East Temple Street, Room 1178, Los
3 Angeles, California 90012. The payment should include on it
4 defendant's case name and number.

5 b. Nothing in this agreement forecloses or limits the
6 ability of the Internal Revenue Service to examine and make
7 adjustments to defendant's returns after they are filed.

8 c. Defendant will not, after filing the returns, file any
9 claim for refund of taxes, penalties, or interest for amounts
10 attributable to the returns filed in connection with this plea
11 agreement.

12 d. Defendant is liable for the fraud penalty imposed by
13 the Internal Revenue Code, 26 U.S.C. § 6663, on the understatement of
14 tax liability for 2017.

15 e. Defendant gives up any and all objections that could
16 be asserted to the Examination Division of the Internal Revenue
17 Service receiving materials or information obtained during the
18 criminal investigation of this matter, including materials and
19 information obtained through grand jury subpoenas.

20 f. Defendant will sign closing agreements with the
21 Internal Revenue Service prior to the time of sentencing, permitting
22 the Internal Revenue Service to assess and collect the total sum owed
23 for defendant's tax year 2017, which comprises the tax liabilities,
24 as well as assess and collect the civil fraud penalty for each year
25 and statutory interest, on the tax liabilities, as provided by law.

26 g. In connection with signing the above-referenced
27 closing agreements, defendant will, if requested to do so by the
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1 Internal Revenue Service, provide the Internal Revenue Service with
2 information regarding the 2017 tax year.

3 6. Defendant further agrees:

4 a. To forfeit all right, title, and interest in and to
5 any and all monies, properties, and/or assets of any kind, derived
6 from or acquired as a result of the illegal activity to which
7 defendant is pleading guilty, specifically including, but not limited
8 to, the following: \$129,000 cash (collectively, the "Forfeitable
9 Assets").

10 b. To the Court's entry of an order of forfeiture at or
11 before sentencing with respect to the Forfeitable Assets and to the
12 forfeiture of the assets.

13 c. To take whatever steps are necessary to pass to the
14 United States clear title to the Forfeitable Assets, including,
15 without limitation, the execution of a consent decree of forfeiture
16 and the completing of any other legal documents required for the
17 transfer of title to the United States.

18 d. Not to contest any administrative forfeiture
19 proceedings or civil judicial proceedings commenced against the
20 Forfeitable Assets. If defendant submitted a claim and/or petition
21 for remission for all or part of the Forfeitable Assets on behalf of
22 himself or any other individual or entity, defendant shall and hereby
23 does withdraw any such claims or petitions, and further agrees to
24 waive any right he may have to seek remission or mitigation of the
25 forfeiture of the Forfeitable Assets.

26 e. Not to assist any other individual in any effort
27 falsely to contest the forfeiture of the Forfeitable Assets.

28

1 a. Not contest the Factual Basis agreed to in this
2 agreement.

3 b. Abide by all agreements regarding sentencing contained
4 in this agreement.

5 c. At the time of sentencing, move to dismiss the
6 remaining counts of the First Superseding Indictment and the
7 underlying indictment as against defendant. Defendant agrees,
8 however, that at the time of sentencing the Court may consider any
9 dismissed charges in determining the applicable Sentencing Guidelines
10 range, the propriety and extent of any departure from that range, and
11 the sentence to be imposed.

12 d. At the time of sentencing, provided that defendant
13 demonstrates an acceptance of responsibility for the offenses up to
14 and including the time of sentencing, recommend a two-level reduction
15 in the applicable Sentencing Guidelines offense level, pursuant to
16 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
17 additional one-level reduction if available under that section.

18 e. Recommend that defendant be sentenced to no higher
19 than 156 months' (13 years') imprisonment pursuant to the 18 U.S.C.
20 § 3553(a) factors and applicable Guidelines.

21 NATURE OF THE OFFENSES

22 8. Defendant understands that for defendant to be guilty of
23 the crime charged in count one, that is, RICO Conspiracy, in
24 violation of 18 U.S.C. § 1962(d), the following must be true:

25 a. First, there was an agreement between two or more
26 persons that: (i) an enterprise, namely, the CD-14 Enterprise would
27 exist, as alleged in the First Superseding Indictment ("FSI"); and
28 (ii) a member of the agreement associated with the CD-14 Enterprise

1 would conduct or participate, directly or indirectly, in the conduct
2 of the CD-14 Enterprise affairs through a pattern of racketeering
3 activity, as described in the FSI;

4 b. Second, defendant became a member of the agreement
5 knowing of its purpose and agreeing to further or facilitate it; and

6 c. Third, the CD-14 Enterprise would or did engage in, or
7 its activities would or did affect, interstate or foreign commerce.

8 An "enterprise" includes a group of people associated together for a
9 common purpose of engaging in a course of conduct over a period of
10 time. "Racketeering activity" refers to the commission of multiple
11 acts chargeable under provisions of federal and state law listed in
12 the RICO Act, including Giving or Offering a Bribe, or Requesting or
13 Taking a Bribe, in violation of California Penal Code §§ 67.5, 85,
14 and 165, Honest Services Fraud through Mail and Wire Fraud, in
15 violation of 18 U.S.C. §§ 1346, 1341, and 1343, Money Laundering, in
16 violation of 18 U.S.C. §§ 1956 and 1957, and Obstruction of Justice
17 and Witness Tampering, in violation of 18 U.S.C. § 1512. A "pattern
18 of racketeering activity" is at least two racketeering acts, the last
19 of which occurred within ten years of the commission of a prior act
20 of racketeering, that have a relationship to each other and pose a
21 threat of continuity. Conduct forms a pattern if it consists of
22 criminal acts that have the same or similar purposes, results,
23 participants, victims, or methods of commission, or otherwise are
24 interrelated by distinguishing characteristics and are not isolated.

25 9. Defendant understands that for defendant to be guilty of
26 the crime charged in count forty-one, that is, Tax Evasion, in
27 violation of 26 U.S.C. § 7201, the following must be true:

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1 a. First, defendant owed more federal income tax for the
2 calendar year 2017 than was declared due on defendant's income tax
3 return for that calendar year;

4 b. Second, defendant knew that more federal income tax
5 was owed than was declared due on defendant's income tax return;

6 c. Third, defendant made an affirmative attempt to evade
7 or defeat such additional tax; and

8 d. Fourth, in attempting to evade or defeat such
9 additional tax, defendant acted willfully.

10 A defendant acts willfully when a defendant knows that the federal
11 tax law imposed a duty on defendant and defendant intentionally and
12 voluntarily violated that duty.

13 PENALTIES

14 10. Defendant understands that the statutory maximum sentence
15 that the Court can impose for a violation of 18 U.S.C. § 1962(d) is:
16 20 years' imprisonment; a 3-year period of supervised release; a fine
17 of \$250,000 or twice the gross gain or gross loss resulting from the
18 offense, whichever is greatest; and a mandatory special assessment of
19 \$100.

20 11. Defendant understands that the statutory maximum sentence
21 that the Court can impose for a violation of 26 U.S.C. § 7201 is: 5
22 years' imprisonment; a 3-year period of supervised release; a fine of
23 \$100,000; the costs of prosecution; and a mandatory special
24 assessment of \$100.

25 12. Defendant understands, therefore, that the total maximum
26 sentence for all offenses to which defendant is pleading guilty is:
27 25 years' imprisonment; a 3-year period of supervised release; a fine
28 of \$350,000 or twice the gross gain or gross loss resulting from the

1 offenses, whichever is greatest; the costs of prosecution; and a
2 mandatory special assessment of \$200.

3 13. Defendant understands and agrees that the Court: (a) may
4 order defendant to pay restitution in the form of any additional
5 taxes, interest, and penalties that defendant owes to the United
6 States based upon the count of conviction and any relevant conduct;
7 and (b) must order defendant to pay the costs of prosecution, which
8 may be in addition to the statutory maximum fine stated above.

9 14. Defendant understands that supervised release is a period
10 of time following imprisonment during which defendant will be subject
11 to various restrictions and requirements. Defendant understands that
12 if defendant violates one or more of the conditions of any supervised
13 release imposed, defendant may be returned to prison for all or part
14 of the term of supervised release authorized by statute for the
15 offense that resulted in the term of supervised release, which could
16 result in defendant serving a total term of imprisonment greater than
17 the statutory maximum stated above.

18 15. Defendant understands that, by pleading guilty, defendant
19 may be giving up valuable government benefits and valuable civic
20 rights, such as the right to vote, the right to possess a firearm,
21 the right to hold office, and the right to serve on a jury.
22 Defendant understands that he is pleading guilty to a felony and that
23 it is a federal crime for a convicted felon to possess a firearm or
24 ammunition. Defendant understands that the convictions in this case
25 may also subject defendant to various other collateral consequences,
26 including but not limited to revocation of probation, parole, or
27 supervised release in another case and suspension or revocation of a
28 professional license. Defendant understands that unanticipated

1 collateral consequences will not serve as grounds to withdraw
2 defendant's guilty pleas.

3 RESTITUTION

4 16. Defendant agrees to make full restitution to the victims of
5 the offenses to which defendant is pleading guilty. In particular,
6 defendant agrees that, in return for the USAO's compliance with its
7 obligations under this agreement, the Court may order restitution to
8 the City of Los Angeles or any other victim of any of the following
9 for any losses suffered by that victim as a result of: (a) any
10 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
11 the offenses to which defendant is pleading guilty; and (b) any
12 counts dismissed pursuant to this agreement as well as all relevant
13 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those
14 counts. The government currently believe that the applicable amount
15 of restitution is not greater than \$1,857,679, but recognize and
16 agree that this amount could change based on facts that come to the
17 attention of the parties prior to sentencing.

18 CRIMINAL FORFEITURE

19 17. The Court will also order forfeiture of the property
20 described in paragraph 43, overt act no. 445 of count one of the
21 First Superseding Indictment pursuant to 18 U.S.C. § 1963, or
22 substitute assets up to the value of that property.

23 FACTUAL BASIS

24 18. Defendant admits that defendant is, in fact, guilty of the
25 offenses to which defendant is agreeing to plead guilty. Defendant
26 and the USAO agree to the statement of facts provided attached hereto
27 as Attachment A and agree that this statement of facts is sufficient
28 to support pleas of guilty to the charges described in this agreement

1 and to establish the Sentencing Guidelines factors set forth in
2 paragraph 20 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 AND AGREED UPON SENTENCING

6 19. 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.

12 20. Defendant and the USAO agree to the following applicable
13 Sentencing Guidelines factors:

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Base Offense Level:	14	U.S.S.G. §§ 2E1.1(a)(2); 2C1.1(a)(1)
More than 1 Bribe:	+2	U.S.S.G. § 2C1.1(b)(1)
Bribe Value >\$1,500,000:	+16	U.S.S.G. §§ 2C1.1(b)(2); 2B1.1(b)(1)(I)
Elected Official:	+4	U.S.S.G. § 2C1.1(b)(3)
Organizer/Leader	+4	U.S.S.G. § 3B1.1(a)
Obstruction	+2	U.S.S.G. § 3C1.1
Acceptance of Responsibility	-3	U.S.S.G. § 3E1.1
Total Offense Level:	39	
Criminal History Category:	I	

The parties agree not to argue that any other specific offense characteristics, adjustments, or departures be imposed.

21. Defendant and the USAO agree that, taking into account the factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant sentencing guideline factors set forth above, an appropriate disposition of this case is that the Court impose a sentence of: between 108 and 156 months' imprisonment; three years' supervised release with conditions to be fixed by the Court; and \$200 special assessment. There is currently no agreement as to a specific fine or restitution amount. However, the parties agree that any fine and restitution is to be paid pursuant to a schedule to be fixed by the Court. The parties also agree that no prior imprisonment (other than credits that the Bureau of Prisons may allow under 18 U.S.C. § 3585(b)) may be credited against this stipulated sentence, including credit under Sentencing Guideline § 5G1.3.

1 appeal defendant's convictions on the offenses to which defendant is
2 pleading guilty. Defendant understands that this waiver includes,
3 but is not limited to, arguments that the statutes to which defendant
4 is pleading guilty are unconstitutional, and any and all claims that
5 the statement of facts provided herein is insufficient to support
6 defendant's pleas of guilty.

7 24. Defendant also gives up any right to bring a post-
8 conviction collateral attack on the convictions or sentence,
9 [including any order of restitution, except a post-conviction
10 collateral attack based on a claim of ineffective assistance of
11 counsel, a claim of newly discovered evidence, or an explicitly
12 retroactive change in the applicable Sentencing Guidelines,
13 sentencing statutes, or statutes of conviction. Defendant
14 understands that this waiver includes, but is not limited to,
15 arguments that the statutes to which defendant is pleading guilty are
16 unconstitutional, and any and all claims that the statement of facts
17 provided herein is insufficient to support defendant's pleas of
18 guilty.

19 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

20 25. Defendant agrees that, provided the Court imposes a total
21 term of imprisonment on all counts of conviction of no more than 156
22 months, defendant gives up the right to appeal all of the following:
23 (a) the procedures and calculations used to determine and impose any
24 portion of the sentence; (b) the term of imprisonment imposed by the
25 Court; (c) the fine imposed by the Court, provided it is within the
26 statutory maximum; (d) to the extent permitted by law, the
27 constitutionality or legality of defendant's sentence, provided it is
28 within the statutory maximum; (e) the amount and terms of any

1 restitution order, provided it requires payment of no more than
2 \$1,857,679; (f) the term of probation or supervised release imposed
3 by the Court, provided it is within the statutory maximum; and
4 (g) any of the following conditions of probation or supervised
5 release imposed by the Court: the conditions set forth in Second
6 Amended General Order 20-04 of this Court; the drug testing
7 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

8 26. The USAO agrees that, provided the Court imposes a sentence
9 within the range for the term of imprisonment specified in paragraph
10 21, the USAO waives its right to appeal any portion of the sentence.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

12 27. Defendant agrees that if, after entering guilty pleas
13 pursuant to this agreement, defendant seeks to withdraw and succeeds
14 in withdrawing defendant's guilty pleas on any basis other than a
15 claim and finding that entry into this plea agreement was
16 involuntary, then (a) the USAO will be relieved of all of its
17 obligations under this agreement; and (b) should the USAO choose to
18 pursue any charge that was either dismissed or not filed as a result
19 of this agreement, then (i) any applicable statute of limitations
20 will be tolled between the date of defendant's signing of this
21 agreement and the filing commencing any such action; and
22 (ii) defendant waives and gives up all defenses based on the statute
23 of limitations, any claim of pre-indictment delay, or any speedy
24 trial claim with respect to any such action, except to the extent
25 that such defenses existed as of the date of defendant's signing this
26 agreement.

1 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

2 28. Defendant agrees that if any count of conviction is
3 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
4 resentence defendant on any remaining count of conviction, with both
5 the USAO and defendant being released from any stipulations regarding
6 sentencing contained in this agreement, (b) ask the Court to void the
7 entire plea agreement and vacate defendant's guilty plea on any
8 remaining count of conviction, with both the USAO and defendant being
9 released from all their obligations under this agreement, or
10 (c) leave defendant's remaining conviction, sentence, and plea
11 agreement intact. Defendant agrees that the choice among these three
12 options rests in the exclusive discretion of the USAO.

13 EFFECTIVE DATE OF AGREEMENT

14 29. This agreement is effective upon signature and execution of
15 all required certifications by defendant, defendant's counsel, and an
16 Assistant United States Attorney.

17 BREACH OF AGREEMENT

18 30. Defendant agrees that if defendant, at any time after the
19 signature of this agreement and execution of all required
20 certifications by defendant, defendant's counsel, and an Assistant
21 United States Attorney, knowingly violates or fails to perform any of
22 defendant's obligations under this agreement ("a breach"), the USAO
23 may declare this agreement breached. All of defendant's obligations
24 are material, a single breach of this agreement is sufficient for the
25 USAO to declare a breach, and defendant shall not be deemed to have
26 cured a breach without the express agreement of the USAO in writing.
27 If the USAO declares this agreement breached, and the Court finds
28 such a breach to have occurred, then: (a) if defendant has previously

1 entered guilty pleas pursuant to this agreement, defendant will not
2 be able to withdraw the guilty pleas, and (b) the USAO will be
3 relieved of all its obligations under this agreement.

4 31. Following the Court's finding of a knowing breach of this
5 agreement by defendant, should the USAO choose to pursue any charge
6 that was either dismissed or not filed as a result of this agreement,
7 then:

8 a. Defendant agrees that any applicable statute of
9 limitations is tolled between the date of defendant's signing of this
10 agreement and the filing commencing any such action.

11 b. Defendant waives and gives up all defenses based on
12 the statute of limitations, any claim of pre-indictment delay, or any
13 speedy trial claim with respect to any such action, except to the
14 extent that such defenses existed as of the date of defendant's
15 signing this agreement.

16 c. Defendant agrees that: (i) any statements made by
17 defendant, under oath, at the guilty plea hearing (if such a hearing
18 occurred prior to the breach); (ii) the agreed to factual basis
19 statement in this agreement; and (iii) any evidence derived from such
20 statements, shall be admissible against defendant in any such action
21 against defendant, and defendant waives and gives up any claim under
22 the United States Constitution, any statute, Rule 410 of the Federal
23 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
24 Procedure, or any other federal rule, that the statements or any
25 evidence derived from the statements should be suppressed or are
26 inadmissible.

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

3 32. Defendant understands that the Court and the United States
4 Probation and Pretrial Services Office are not parties to this
5 agreement and need not accept any of the USAO's sentencing
6 recommendations or the parties' agreements to facts or sentencing
7 factors, subject to the terms of paragraph two.

8 33. Defendant understands that both defendant and the USAO are
9 free to: (a) supplement the facts by supplying relevant information
10 to the United States Probation and Pretrial Services Office and the
11 Court, (b) correct any and all factual misstatements relating to the
12 Court's Sentencing Guidelines calculations and determination of
13 sentence, and (c) argue on appeal and collateral review that the
14 Court's Sentencing Guidelines calculations and the sentence it
15 chooses to impose are not error, although each party agrees to
16 maintain its view that the calculations in paragraph 20 are
17 consistent with the facts of this case. This paragraph permits both
18 the USAO and defendant to submit full and complete factual
19 information to the United States Probation and Pretrial Services
20 Office and the Court, even if that factual information may be viewed
21 as inconsistent with the Factual Basis agreed to in this agreement.

22 NO ADDITIONAL AGREEMENTS

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

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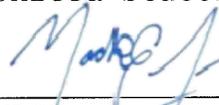
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

35. 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

E. MARTIN ESTRADA
United States Attorney



1/18/2023

MACK E. JENKINS
CASSIE D. PALMER
SUSAN S. HAR
BRIAN R. FAERSTEIN
Assistant United States Attorneys

Date



JOSE LUIS HUIZAR
Defendant

01/18/2023

Date



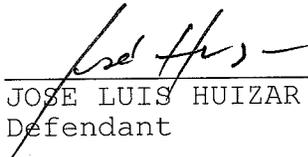
CUAUHTEMOC ORTEGA
Federal Public Defender
CAREL ALÉ
CHARLES SNYDER
ADAM OLIN
Deputy Federal Public Defenders
Attorneys for Defendant
JOSE LUIS HIUZAR

01/18/2023

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 charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



JOSE LUIS HUIZAR
Defendant

01/18/2023

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

1
2 I am JOSE LUIS HUIZAR's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 guilty pleas pursuant to this agreement.

16
17 
18 CUAUHTEMOC ORTEGA
19 Federal Public Defender
20 CAREL ALÉ
21 CHARLES SNYDER
22 ADAM OLIN
23 Deputy Federal Public Defenders
24 Attorneys for Defendant
25 JOSE LUIS HUIZAR

01/18/2023
Date

ATTACHMENT A/FACTUAL BASIS

1 A. The CD-14 Enterprise

2 1. Throughout the period described in the First Superseding
3 Indictment, the Council District 14 Enterprise ("CD-14 Enterprise"),
4 located in the City of Los Angeles ("the City"), was a criminal
5 enterprise composed of a group of individuals associated for a common
6 purpose of engaging in a course of conduct, which course includes
7 bribery, mail and wire fraud, including through the deprivation of
8 the honest services of City officials and employees, extortion,
9 interstate and foreign travel in aid of racketeering enterprises,
10 money laundering, structuring transactions to evade reporting
11 requirements, and obstruction of justice, to achieve the goals of the
12 enterprise. The CD-14 Enterprise constituted an ongoing organization
13 whose members functioned as a continuing unit for a common purpose of
14 achieving the objectives of the enterprise. The goals of the CD-14
15 Enterprise included, but were not limited to:

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

20 b. advancing the political goals and maintaining the
21 control and authority of the CD-14 Enterprise by elevating members
22 and associates of the CD-14 Enterprise to, and maintaining those
23 individuals' placement in, prominent elected office, through means
24 that included bribery and mail and wire fraud, including through the
25 deprivation of the honest services of City officials and employees;

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ATTACHMENT A/FACTUAL BASIS

1 c. concealing the financial activities of the CD-14
2 Enterprise, through means that included money laundering and
3 structuring; and

4 d. protecting the CD-14 Enterprise by concealing the
5 activities of its members and associates and shielding the CD-14
6 Enterprise from detection by law enforcement, the City, the public,
7 and others, through means that included obstructing justice.

8 2. Defendant JOSE HUIZAR, Councilmember for CD-14, who had
9 jurisdiction over hundreds of development projects undergoing the
10 application and approval process in the City, was a leader and member
11 of the CD-14 Enterprise. Members and associates of the CD-14
12 Enterprise also consisted of lobbyists, consultants, and other City
13 officials and staffers, who sought to personally enrich themselves
14 and their families and associates through a pay-to-play scheme within
15 the City, wherein public officials demanded and solicited financial
16 benefits from developers and their proxies in exchange for official
17 acts.

18 a. Specifically, through the bribery scheme, defendant
19 HUIZAR, RAYMOND CHAN, GEORGE ESPARZA, and other City officials
20 demanded, solicited, accepted, and agreed to accept from developers
21 and their proxies, some combination of the following types of
22 financial benefits, among others: (1) cash; (2) consulting and
23 retainer fees; (3) favorable loans; (4) gambling chips at casinos;
24 (5) political contributions; (6) flights on private jets and
25 commercial airlines; (7) stays at luxury hotels; (8) expensive meals;
26 (9) spa services; (10) event tickets to concerts, shows, and sporting
27 events; (11) escort and prostitution services; and (12) other gifts.

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ATTACHMENT A/FACTUAL BASIS

1 b. Members and associates of the CD-14 Enterprise
2 conspired with one another to facilitate bribery schemes that would
3 provide defendant HUIZAR and other City official allies financial
4 benefits and keep defendant HUIZAR and his allies in power and
5 maintain the CD-14 Enterprise's political stronghold in the City.
6 This bribery included members and associates of the CD-14 Enterprise
7 raising and soliciting funds from developers and their proxies with
8 projects in CD-14 to be paid to defendant HUIZAR's desired accounts
9 and Political Action Committees ("PACS"), including to benefit
10 HUIZAR's Relative 1's campaign for the CD-14 seat.

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

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ATTACHMENT A/FACTUAL BASIS

1 3. As a result of its bribery, extortion, honest services
2 fraud, money laundering, and structuring conduct, throughout the
3 period described in the First Superseding Indictment, and as known to
4 defendant HUIZAR, CD-14 Enterprise members and associates engaged in,
5 and their activities in some way affected interstate and foreign
6 commerce.

7 **B. Defendant's Role in the CD-14 Enterprise**

8 4. Beginning no later than February 2013, and continuing at
9 least until July 30, 2020, defendant HUIZAR was a leader of the CD-14
10 Enterprise. In that capacity, defendant HUIZAR conspired and agreed
11 with other CD-14 Enterprise members and close associates, including
12 CHAN, ESPARZA, GEORGE CHIANG, JUSTIN KIM, MORRIE GOLDMAN and others,
13 that a conspirator would commit at least two acts of the above-
14 described racketeering activity, which acts had a relationship to one
15 another and the CD-14 Enterprise, and posed a threat of continued
16 criminal activity. Defendant HUIZAR became a member of this
17 conspiracy knowing of this object, knowing it was illegal, and
18 intending to help accomplish it.

19 5. Also in furtherance of the racketeering conspiracy,
20 defendant HUIZAR facilitated and participated in at least the
21 following bribery schemes:

22 (a) **L.A. Grand Hotel Bribery Scheme**

23 6. In or around February 2013, CHAN, then the Interim General
24 Manager of the Los Angeles Department of Building and Safety,
25 introduced defendant HUIZAR and ESPARZA to WEI HUANG at a dinner in
26 Los Angeles, California. HUANG, a Chinese national and billionaire,
27 owned and was Chairman of Shen Zhen New World Group, which included

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ATTACHMENT A/FACTUAL BASIS

1 SHEN ZHEN NEW WORLD I, LLC ("SHEN ZHEN COMPANY"), one of China's
2 leading real estate development companies. HUANG also owned the L.A.
3 Grand Hotel, located in CD-14, and the Sheraton Universal Hotel,
4 located in CD-4.

5 7. Between March 2013 and November 2018, HUANG, aided and
6 abetted by CHAN and others, provided financial benefits directly and
7 indirectly to defendant HUIZAR, in exchange for defendant HUIZAR's
8 assistance to HUANG and SHEN ZHEN COMPANY in defendant HUIZAR's
9 official capacity as a City Councilmember on an ongoing and as-needed
10 basis related to specific matters. Defendant HUIZAR, HUANG, CHAN,
11 and others established a mutually beneficial agreement to exchange a
12 stream of benefits for official acts and to further the CD-14
13 Enterprise's goals.

14 (1) *Benefits to defendant HUIZAR at Casinos*

15 8. In March 2013, defendant HUIZAR, ESPARZA, HUANG, and
16 Executive Director E, an associate of HUANG and the Executive
17 Director of SHEN ZHEN COMPANY, traveled on a private jet to the Wynn
18 Hotel and Casino in Las Vegas, Nevada (the "March 2013 trip").

19 9. During the March 2013 trip, defendants HUIZAR and ESPARZA
20 accepted financial benefits in the form of flights on private jets, a
21 stay in a luxurious five-bedroom villa at the Wynn casino, meals,
22 alcohol, and casino chips from HUANG. Specifically, defendant HUIZAR
23 accepted approximately \$10,000 in casino gambling chips from HUANG.
24 ESPARZA accepted approximately \$2,000 in casino gambling chips from
25 HUANG.

26 10. Between March 2013 and February 2017, defendant HUIZAR
27 traveled to Las Vegas casinos with HUANG on at least the following

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ATTACHMENT A/FACTUAL BASIS

1 dates, and accepted benefits in the form of expenses including
 2 flights, hotel rooms, spa services, meals, alcohol, prostitution/
 3 escort services, and casino gambling chips in the following
 4 approximate amounts:

Trip No.	Date	Hotel	Group Benefit	Chips Huizar
1	March 22 - 24, 2013	Wynn	\$56,231	\$10,000
2	December 30, 2013 - January 2, 2014	Wynn	\$53,293	\$10,000
3	June 7 - 8, 2014	Palazzo Wynn	\$61,635	\$10,000
4	June 14 - 15, 2014	Palazzo Wynn	\$17,844	\$10,000
5	August 22 - 25, 2014	Palazzo	\$138,233	\$13,500
6	March 13 - 14, 2015	Palazzo	\$30,953	\$10,000
7	March 28 - 30, 2015	Palazzo	\$39,185	\$10,000
8	May 1 - 3, 2015	Palazzo	\$2,676	--
9	July 7 - 8, 2015	Palazzo	\$32,683	\$10,000
10	October 28 - 30, 2015	Cosmopolitan	\$96,772	\$10,000
11	December 11 - 13, 2015	Caesars	\$60,803	\$10,000
12	February 12 - 13, 2016	Cosmopolitan	\$60,799	\$10,000
13	February 26 - 28, 2016	Caesars	\$40,095	\$10,000
14	April 30 - May 2, 2016	Cosmopolitan Palazzo	\$159,054	\$10,000
15	May 5 - 6, 2016	Caesars Palazzo	\$17,334	\$10,000
16	May 13 - 16, 2016	Palazzo Wynn	\$83,823	\$10,000

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ATTACHMENT A/FACTUAL BASIS

Trip No.	Date	Hotel	Group Benefit	Chips Huizar
17	July 13 - 16, 2016	Caesars	\$6,606	\$10,000
18	August 5 - 7, 2016	Cosmopolitan	\$64,197	\$11,000
19	January 29 - 31, 2017	Caesars Palazzo	\$73,839	\$10,000
20	February 4 - 5, 2017	Caesars Cosmopolitan	\$15,738	\$10,000
		TOTAL	\$1,111,793	\$194,500

(2) Defendant HUIZAR Helps Save CHAN's Job and then Receives \$600,000 from HUANG to Settle Defendant HUIZAR's Sexual Harassment Lawsuit During His Reelection Campaign

11. On June 7, 2013, an administrative complaint was filed against defendant HUIZAR by a former CD-14 employee. On October 17, 2013, the former CD-14 employee filed a civil sexual assault lawsuit against defendant HUIZAR. Thereafter, defendant HUIZAR and CHAN strategized on how to acquire funds to settle the lawsuit and save defendant HUIZAR's career. In return for defendant HUIZAR saving CHAN's job by preventing the consolidation of the Planning Department and the LADBS, CHAN orchestrated and facilitated an arrangement whereby HUANG provided \$600,000 in collateral for defendant HUIZAR to obtain a personal loan from East West Bank for \$570,000 to pay the sexual harassment settlement and legal fees. HUANG and defendant HUIZAR routed the money through various entities to disguise the source of the funds. On September 26, 2013, defendant HUIZAR used the money provided by HUANG to pay \$600,000 to settle the suit with the former CD-14 employee.

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ATTACHMENT A/FACTUAL BASIS

1 12. On December 12, 2018, after defendant HUIZAR failed to make
2 interest payments on the loan for three consecutive months, East West
3 Bank applied the collateral provided by HUANG to the amount defendant
4 HUIZAR owed on the loan, totaling \$575,269, which meant that
5 defendant HUIZAR no longer had to pay this amount to the bank,
6 thereby enriching him in the amount of \$575,269.

7 (3) *Official Acts by Defendant HUIZAR*

8 13. In exchange for the \$600,000 collateral for defendant
9 HUIZAR's personal loan and during the time HUANG was also supplying
10 financial benefits to defendant HUIZAR, HUANG asked for a series of
11 benefits from defendant HUIZAR.

12 14. On May 17, 2013, an employee of SHEN ZHEN COMPANY emailed
13 ESPARZA requesting a "favor" from defendant HUIZAR on behalf of
14 HUANG, relating to a visa application for another SHEN ZHEN COMPANY
15 employee. Defendant HUIZAR complied with the request and signed a
16 letter on official letterhead addressed to the United States
17 Consulate General in Guangzhou, China, supporting a visa application
18 for the director of Finance for SHEN ZHEN COMPANY.

19 15. Between June 2013 and December 2013, HUANG, through CHAN,
20 enlisted defendant HUIZAR's help to negotiate and resolve a parking
21 lot dispute with the owners of a plot of land adjacent to HUANG's
22 property in CD-14, the L.A. Grand Hotel.

23 16. Between July 2013 and October 2013, HUANG asked for
24 defendant HUIZAR to arrange a meeting with the head of the labor
25 union, which had a dispute related to the L.A. Grand Hotel.

26 17. On April 23, 2014, to benefit HUANG's reputation in the
27 business community, defendant HUIZAR introduced and signed a

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ATTACHMENT A/FACTUAL BASIS

1 resolution before the City Council recognizing HUANG for his
2 achievements and contributions to the economy of CD-14, which the
3 City Council signed and adopted.

4 18. On June 27, 2017, ESPARZA put a SHEN ZHEN COMPANY employee
5 in touch with a defendant HUIZAR staff member, to discuss and
6 facilitate resolving union issues at HUANG's two hotels in Los
7 Angeles.

8 19. Most significantly, HUANG provided bribes to defendant
9 HUIZAR because, as the Chair of the PLUM Committee and CD-14
10 Councilmember, defendant HUIZAR was poised to significantly benefit
11 HUANG's desire and plans to redevelop the L.A. Grand Hotel and
12 transform it into a 77-story skyscraper, making it the tallest
13 building west of the Mississippi River. This project would require
14 official acts from defendant HUIZAR at various stages of the City
15 approval process.

16 20. From January 1 - 10, 2016, HUANG provided defendant HUIZAR
17 an all-expense paid trip to Australia including a business class
18 flight worth more than \$10,000 and \$32,800 in Australian dollars.

19 21. On August 4, 2016, defendant HUIZAR, CHAN, senior officials
20 from the Planning Department, and senior CD-14 staff members met with
21 HUANG and his team to discuss the expansion of the L.A. Grand Hotel,
22 including HUANG's interest in pursuing Transfer of Floor Area Rights,
23 Transient Occupancy Tax rebates, and other incentives from the City.

24 22. In or around August 2016, on a private jet flight returning
25 to Los Angeles from Las Vegas, HUANG requested defendant HUIZAR's and
26 ESPARZA's assistance in hiring a consultant on the L.A. Grand Hotel
27 Project. Defendant HUIZAR agreed to help.

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ATTACHMENT A/FACTUAL BASIS

1 23. On June 11, 2018, SHEN ZHEN COMPANY filed two applications
2 with the Planning Department to expand and redevelop the L.A. Grand
3 Hotel and the Sheraton Universal Hotel. According to the L.A. Grand
4 Hotel application, "[t]he Project will consist of a conversion of an
5 existing 13-story hotel to 224 apartment units with the addition of a
6 77-story tower that will provide 599 new hotel rooms, 242 condominium
7 units, 28,704 SF of commercial, & 36,674 SF of hotel amenities." The
8 application listed four specific requested actions/entitlements: (1)
9 vesting tentative tract map; (2) specific plan project permit
10 compliance; (3) transfer of floor area of greater than 50,000 square
11 feet; and (4) master conditional use permit for on-site sale and
12 consumption of alcohol for 5 establishments. Each of these
13 entitlements required approvals in the PLUM Committee and City
14 Council.

15 24. In or around August 2018, HUANG provided defendant HUIZAR
16 an all-expense paid trip to a golf resort in Northern California,
17 including a round-trip on a private jet, accommodations, meals, and
18 other costs. During the trip and in the months thereafter, HUANG
19 agreed to support defendant HUIZAR Relative 1's campaign for the CD-
20 14 seat, including by hosting a fundraiser in November 2018 and
21 pledging to raise or contribute \$50,000 to benefit her campaign.

22 25. On or about November 7, 2018, defendant HUIZAR possessed
23 approximately \$129,000 in cash hidden at his residence, which was
24 made up of cash derived from casino chips provided by Huang to
25 defendant HUIZAR along with cash defendant HUIZAR received from
26 Businessperson A.

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ATTACHMENT A/FACTUAL BASIS

(b) David Lee and 940 Hill Bribery Scheme

26. Between August 2016 and July 2017, DAE YONG LEE, also known as "David Lee," a real estate developer and majority owner of 940 HILL, LLC, agreed to provide a \$500,000 cash bribe to defendant HUIZAR, ESPARZA and JUSTIN KIM, in exchange for defendant HUIZAR's assistance on one of LEE's development projects, the 940 Hill Project. The 940 Hill Project was a planned 20-story residential complex on the corner of Hill Street and Olympic Boulevard in CD-14. The development was to contain 232 residential units and 14,000 square feet of commercial floor area.

27. On August 8, 2016, Labor Organization A, a labor organization, filed an appeal (the "appeal") with the Central Los Angeles Area Planning Commission, requesting to "suspend all activity to implement the [940 Hill Project] that requires City approval until the project is brought into compliance with the requirements of CEQA [California Environmental Quality Act] by correcting the deficiencies identified in the appeal." The appeal prevented the 940 Hill Project from progressing through the rest of the City approval processes, including approvals by the PLUM Committee and City Council.

28. On September 1, 2016, defendant HUIZAR, ESPARZA, and KIM had dinner together and then visited a Korean karaoke establishment in Los Angeles. During the karaoke meeting, KIM asked defendant HUIZAR for assistance with the appeal on the 940 Hill Project, and defendant HUIZAR agreed to help. KIM then called LEE and asked him to join the group at karaoke, which LEE did.

29. On January 17, 2017, defendant HUIZAR, ESPARZA, KIM, and LEE's business associates met at defendant HUIZAR's City Hall office

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1 to discuss, among other things, the 940 Hill Project. During a
2 private meeting that included only defendant HUIZAR, ESPARZA, and
3 KIM, KIM again asked defendant HUIZAR for assistance with the appeal,
4 and defendant HUIZAR responded that he could help.

5 30. [*Intentionally left blank.*]

6 31. In approximately February 2017, ESPARZA conveyed to
7 defendant HUIZAR an offer of \$500,000 cash from LEE for defendant
8 HUIZAR to resolve the appeal, on behalf of 940 HILL, as represented
9 by KIM to ESPARZA, to be split among defendant HUIZAR, ESPARZA, and
10 KIM.

11 32. In approximately February and March 2017, defendant HUIZAR
12 and ESPARZA discussed the appeal. Defendant HUIZAR instructed
13 ESPARZA to speak to Lobbyist C, a lobbyist for Labor Organization A
14 and a close associate of the Executive Director of Labor Organization
15 A. Defendant HUIZAR also discussed the appeal with Lobbyist C. At
16 some point, defendant HUIZAR conveyed to either ESPARZA or Lobbyist C
17 that defendant HUIZAR would oppose the appeal in the PLUM committee.
18 Subsequently, Lobbyist C communicated to defendant HUIZAR, through
19 ESPARZA, that Labor Organization A would drop its appeal on the 940
20 Hill Project. On March 2, 2017, Labor Organization A dropped its
21 appeal.

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25 33. On March 14, 2017, defendant HUIZAR and ESPARZA met at
26 defendant HUIZAR's residence. ESPARZA told defendant HUIZAR that LEE
27 had provided \$400,000 in cash to date, and that LEE would provide the

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1 remaining \$100,000 later. ESPARZA stated that KIM had provided
2 \$200,000 of that cash to ESPARZA. On two occasions, ESPARZA showed
3 defendant HUIZAR a liquor box filled with approximately \$100,000 cash
4 (for a total of \$200,000). Defendant HUIZAR told defendant ESPARZA
5 to hold on to and hide the money at ESPARZA's residence until
6 defendant HUIZAR asked for it. Defendant HUIZAR told ESPARZA that
7 ESPARZA could have \$100,000 of the \$300,000 total amount defendant
8 HUIZAR expected to receive from LEE.

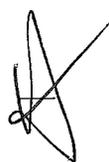
9 34. On December 28, 2017, defendant HUIZAR and ESPARZA met at
10 City Hall and, in defendant HUIZAR's private bathroom, discussed
11 various topics, including ESPARZA's interviews with the FBI, and the
12 cash bribe ESPARZA was holding for defendant HUIZAR. Specifically,
13 during that conversation, defendant HUIZAR stated: "I have a lot of
14 expenses now that with [HUIZAR Relative 1] running, [HUIZAR Relative
15 1] not going to be working anymore. I'm gonna need money. Um, that
16 is mine, right? That is mine." Defendant HUIZAR was referring to
17 the \$200,000 cash bribe payment from LEE via KIM that defendant
18 HUIZAR had asked ESPARZA to hide at ESPARZA's residence. ESPARZA
19 affirmed the bribe money was for defendant HUIZAR. Defendant HUIZAR
20 and ESPARZA agreed to wait until April 1, 2018, for ESPARZA to
21 provide the \$200,000 cash owed to defendant HUIZAR, to allow a
22 cooling off period after ESPARZA's interviews with the FBI in hopes
23 that it would decrease the likelihood of law enforcement discovering
24 the cash.

25 (c) **Luxe Hotel Bribery Schemes**

26 (1) *Early Corrupt Relationship with Hazens*

27 35. On March 24, 2014, CHAN facilitated the introduction of

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ATTACHMENT A/FACTUAL BASIS

1 defendant HUIZAR to Chinese developer Fuer Yuan and Yuan's
2 development company Hazens via an email to ESPARZA.

3 36. In August 2014, CHAN, at defendant HUIZAR's direction,
4 helped resolve an American Disabilities Act ("ADA") compliance issue
5 at the Hazens' Luxe Hotel located in CD-14.

6 37. On September 19, 2014, at defendant HUIZAR's direction,
7 ESPARZA obtained and then forwarded to defendant HUIZAR an email from
8 Employee D that attached three Katy Perry concert tickets valued at
9 approximately \$1,000 total for defendant HUIZAR and his family.

10 38. On November 4, 2014, CHAN sent a text message to defendant
11 HUIZAR, writing: "I will be having dinner with chairman [Fuer Yuan]
12 tonight. I also knew that you will have dinner with him Thursday. I
13 just want to touch base with you as to what George CHIANG and I
14 should tell him."

15 39. On November 4, 2014, CHIANG sent an email to ESPARZA with
16 the subject line "HUIZAR Fundraising," writing: "Can you get me in
17 touch with [defendant HUIZAR]? [Defendant CHAN] and I had dinner with
18 [Hazens] last night regarding pledging their support so I want to
19 discuss this to prepare the Councilman's dinner with them this
20 Thursday."

21 40. On November 26, 2014, defendant HUIZAR, ESPARZA, and CHIANG
22 met with Chairman Fuer Yuan and HUIZAR Relative 1 over dinner at the
23 Luxe Hotel, where defendant HUIZAR and Yuan discussed Hazens's
24 support for defendant HUIZAR and defendant HUIZAR's support for the
25 Luxe Hotel Project.

26 41. In September 2015, CHAN discussed with defendant HUIZAR and
27 CHIANG that CHAN was organizing meetings with various City

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ATTACHMENT A/FACTUAL BASIS

1 departments to help the Luxe Hotel Project and that the HAZENS
2 Chairman wanted to expedite City approvals on this project.

3 42. In approximately 2016, at a meeting that included defendant
4 HUIZAR, CHIANG, and Fuer Yuan, defendant HUIZAR asked CHIANG to relay
5 to Yuan that: (1) there was no need to involve the City's Mayor in
6 the approval process of the Luxe Hotel Project because defendant
7 HUIZAR was the one in control of the PLUM committee; (2) the City's
8 Mayor could not provide help to Yuan because it was defendant HUIZAR
9 who drove the project; and (3) as far as the success of the Luxe
10 Hotel Project was concerned, Yuan did not need anyone else in the
11 City but defendant HUIZAR.

12 (2) *Consulting Fees in Exchange for Official Acts*

13 43. On November 11, 2015, defendant HUIZAR, CHIANG, and ESPARZA
14 met with Fuer Yuan and General Manager D, the General Manager of the
15 Luxe Hotel Project, over dinner at a restaurant in Arcadia,
16 California. Defendant HUIZAR and Yuan discussed defendant HUIZAR's
17 support for the Luxe Hotel Project. In the same conversation,
18 defendant HUIZAR asked Yuan to hire one of defendant HUIZAR's
19 associates, who later turned out to be HUIZAR Associate 1, on the
20 Luxe Hotel Project. Yuan told defendant HUIZAR to discuss the
21 details with General Manager D.

22 44. In December 2015, defendant HUIZAR and CHIANG had multiple
23 communications regarding Yuan's agreement to hire HUIZAR Associate 1.
24 CHIANG told defendant HUIZAR that General Manager D would work with
25 defendant HUIZAR on retaining HUIZAR Associate 1.

26 45. On or about December 16, 2015, defendant HUIZAR caused
27 HUIZAR Relative 1 to meet with Fuer Yuan's relative, who had traveled

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1 to Los Angeles at General Manager D's direction, to discuss an
2 arrangement whereby Yuan's relative's company would pay a company
3 affiliated with HUIZAR Associate 1, purportedly for real estate
4 advice.

5 46. In April 2016, defendant HUIZAR and CHIANG had several
6 communications confirming their plan to get the HUIZAR Relative
7 1/HUIZAR Associate 1 agreement with Hazens under way. On April 26,
8 2016, defendant HUIZAR confirmed his interest to CHIANG stating:
9 "Cool. The more I think about our project, the more I get excited
10 about it. Let's meet every two weeks or so to see how things are
11 going.... I think it'll be great!"

12 47. In May 2016, defendant HUIZAR caused Company A (HUIZAR
13 Associate 1 affiliated company) and Yuan's relative's company to
14 execute an agreement whereby Company A would purportedly "provide
15 marketing analysis for Real Estate and Land Development Opportunities
16 in the Greater Southern California Area in the total amount of
17 \$11,000.00 per month for services rendered." In reality, CHIANG
18 prepared the monthly marketing analysis reports and delivered them to
19 defendant HUIZAR, who then provided them to HUIZAR Associate 1, who
20 collected the \$11,000 monthly retainer. Defendant HUIZAR, CHIANG,
21 and General Manager D understood that the monthly retainer payments
22 were intended to be and were in fact indirect bribe payments to
23 defendant HUIZAR in exchange for defendant HUIZAR's official acts to
24 benefit the Luxe Hotel Project.

25 48. From May 31, 2016, to November 3, 2016, CHIANG delivered to
26 defendant HUIZAR six real estate reports that were intended to be
27 passed off as being created by Company A pursuant to its \$11,000 per
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1 month consulting agreement with Fuer Yuan's relative. During this
2 same time period, defendant HUIZAR delivered to HUIZAR Associate 1
3 these six real estate reports and HUIZAR Associate 1 then
4 subsequently caused Company A to collect \$11,000 from Yuan's
5 relative's company each month (for a total of \$66,000) as a
6 consulting fee for the reports.

7 (3) *Official Acts by Defendant HUIZAR*

8 49. On November 22, 2016, defendant HUIZAR presented a written
9 motion in the Economic Development committee to benefit the Luxe
10 Hotel Project.

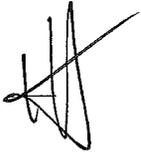
11 50. On December 13, 2016, defendant HUIZAR voted "yes" in the
12 City Council to adopt the Luxe Hotel Project motion defendant HUIZAR
13 had presented.

14 51. On December 13, 2016, after the City Council vote,
15 defendant HUIZAR and CHIANG met with General Manager D at the Luxe
16 Hotel to discuss the Luxe Hotel Project and defendant HUIZAR's
17 agreement to expedite the project going forward.

18 (4) *Additional Benefits from CHIANG for Defendant*
19 *HUIZAR's Official Acts*

20 52. In or around April 2017, at defendant HUIZAR's request,
21 CHIANG organized and coordinated a trip for defendant HUIZAR and his
22 family members to visit Fuer Yuan in China, including paying
23 approximately \$500 for visa fees and arranging for transportation for
24 defendant HUIZAR and his family in Hong Kong.

25 53. Between April 15, 2017 and April 23, 2017, when defendant
26 HUIZAR and his family visited Fuer Yuan in Hong Kong and China,
27 defendant HUIZAR and his family members accepted benefits valued at

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1 approximately \$1,400 from Yuan, including for certain transportation,
2 meals, and lodging.

3 54. On April 27, 2017, at defendant HUIZAR's request, CHIANG
4 provided concert tickets to defendant HUIZAR worth approximately
5 \$1,572 total.

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

14 56. On May 19, 2017, at defendant HUIZAR's request, CHIANG paid
15 approximately \$1,000 for alcohol for a party for a HUIZAR relative.

16 57. On June 19, 2017, at defendant HUIZAR's request, CHIANG
17 provided concert tickets to defendant HUIZAR worth approximately
18 \$1,670.

19 58. On June 22, 2017, during a telephone call, CHAN and CHIANG
20 discussed defendant HUIZAR's request for benefits from CHIANG.
21 Specifically, CHIANG explained that defendant HUIZAR asked him to
22 coordinate a trip to Cuba for defendant HUIZAR. Defendant CHAN then
23 asked: "So he just wanted you to do what, to ... pay for all the
24 trips, is that what he wants?" CHIANG then stated that defendant
25 HUIZAR would have to get special visas and explained that this would
26 risk potentially exposing their corrupt relationships: "I told
27 [HUIZAR], I said look, we're all gonna be on record and if something
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1 happens, everything, everyone's dead."

2 59. On August 24-25, 2017, CHIANG asked for defendant HUIZAR's
3 help on the Luxe Hotel Project.

4 60. On September 1, 2017, at CHIANG's request, defendant HUIZAR
5 presented a written motion in the PLUM committee to benefit Hazens,
6 allowing the Luxe Hotel Project to move forward with its application
7 and approval process before the CPC and City Council.

8 61. On September 14, 2017, defendant HUIZAR confirmed that he
9 and his office exerted pressure on other City officials, writing to
10 CHIANG in a text message: "Congrats. Yeah we [CD-14 office] were
11 calling mayors office to tell his commission to calm down. It's
12 expected from cpc they throw a lot of junk at projects these days.
13 Not over but make sure u relay to chairman [Fuer Yuan] that we were
14 helpful."

15 62. On September 14, 2017, in a telephone call, defendant
16 HUIZAR told CHIANG: "You know, whatever it was, we'll fix it in
17 PLUM.... Did the boss [Fuer Yuan], you call the boss already? ... Did
18 you tell him that my office was helpful?" CHIANG responded: "I told
19 [Yuan] everything." Defendant HUIZAR then stated: "Okay, cool, cool,
20 cool. Good, good.... Do we have a schedule for PLUM already?"

21 63. In or around November 2017, defendant HUIZAR asked CHIANG
22 to make a commitment on behalf of Hazens to contribute \$100,000 to
23 HUIZAR Relative 1's campaign in exchange for continued favorable
24 official acts by defendant HUIZAR to benefit the Luxe Hotel Project.
25 CHIANG, on behalf of Hazens, told defendant HUIZAR he could confirm
26 Fuer Yuan's commitment of \$100,000 to a PAC.

27 64. On December 5, 2017, defendant HUIZAR voted to approve the

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1 Luxe Hotel Project in the PLUM Committee.

2 65. On January 24, 2018, defendants HUIZAR and CHAN and CHIANG
3 met with Fuer Yuan and HUIZAR Relative 1 for dinner at Yuan's hotel
4 in San Gabriel, California, where Yuan pledged his commitment and
5 support for HUIZAR Relative 1's campaign for the CD-14 seat.

6 66. On March 9, 2018, defendant HUIZAR submitted a resolution
7 in the PLUM Committee to benefit Hazens, allowing the Luxe Hotel
8 Project to move forward in its approval process.

9 67. In March and April 2018, defendant HUIZAR and CHIANG met at
10 defendant HUIZAR's residence to discuss defendant HUIZAR's continued
11 support for the Luxe Hotel Project in exchange for Hazens's agreement
12 to contribute \$100,000 to a PAC to benefit HUIZAR Relative 1's
13 campaign.

14 68. On May 18, 2018, defendants HUIZAR and CHAN met with CHIANG
15 for breakfast at a restaurant in Boyle Heights, where defendant
16 HUIZAR stated that he needed the PAC contribution as soon as possible
17 and that he wanted the contribution now so that when HUIZAR Relative
18 1 announced her candidacy, she would have money to pour into the
19 campaign and scare other potential candidates from running against
20 her. Defendant HUIZAR stated that other developers already
21 contributed in amounts of \$50,000, \$100,000, and \$200,000. CHAN and
22 CHIANG told defendant HUIZAR that Hazens agreed to his request and
23 would contribute \$100,000 to the PAC after HUIZAR Relative 1's formal
24 announcement in September 2018.

25 69. On June 12, 2018, defendant HUIZAR voted in the City
26 Council to approve the Development Agreement for the Luxe Hotel
27 Project, and wrote to CHIANG in a text message: "Da [Development
28

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1 Agreement] for [Hazens] just passed council today. Does that mean
2 project has been fully entitled? Is that our last vote?"

3 70. On June 18, 2018, defendant HUIZAR wrote to CHIANG in a
4 text message: "When is the chairman [Fuer Yuan] coming in to town? We
5 need to finalize pac stuff. Thanks."

6 71. On or about July 9, 2018, CHAN created a document titled
7 "Synergy/CCC Action Items," to document, among other things, the
8 political contributions he had solicited for and promised to
9 defendant HUIZAR. Defendant CHAN included the following entry under
10 a subsection titled "[Hazens] - Chairman Yuan": "PAC (After
11 announcement in Sep ([talked to] JH [JOSE HUIZAR] 5/18)) / Nonprofit
12 ([wait for] Yuan's arrival ([talked to] JH [JOSE HUIZAR] 5/18))."

13 72. On July 30, 2018, after the ordinance authorizing the
14 execution of the Development Agreement for the Luxe Hotel Project
15 went into effect, defendant HUIZAR wrote to CHIANG in a text message:
16 "any news on when [Fuer Yuan] is coming in to town? Hoping to catch
17 dinner with him and talk about [HUIZAR Relative 1] campaign." CHIANG
18 responded: "Hi Boss, [CHAN] is working on it. I let you know after I
19 see him in office tomorrow."

20 (d) Mateo Project Bribery Scheme

21 (1) \$25,000 Contribution to PAC B

22 73. On August 18, 2016, defendant HUIZAR met with GOLDMAN and
23 Executive M at defendant HUIZAR's City Hall office to discuss
24 developer Carmel Partner's Mateo Project. At the meeting, GOLDMAN
25 and Executive M asked defendant HUIZAR to file a motion to initiate a
26 General Plan Amendment for Mateo Project. Defendant HUIZAR agreed to
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1 initiate the General Plan Amendment, either by exerting pressure on
2 the Planning Department to do so or by filing a motion.

3 74. On or about August 26, 2016, defendant HUIZAR and his staff
4 urged the Planning Department to approve the General Plan Amendment
5 initiation for Mateo Project, which the Planning Department did.

6 75. In September 2016, less than a month after defendant HUIZAR
7 had provided significant assistance to Carmel Partners and Executive
8 M, defendant HUIZAR asked GOLDMAN for contributions to PAC B from
9 GOLDMAN's clients with projects pending in CD-14, including from
10 Executive M on behalf of Carmel Partners. GOLDMAN agreed to convey
11 the request to his clients.

12 76. On October 26, 2016, GOLDMAN received an email from
13 Executive M about the \$25,000 PAC B contributions, which stated: "I
14 should have checks by tomorrow. All I need is the letter. Would it be
15 worth setting up a quick drink or coffee with JOSE [HUIZAR] when we
16 deliver? Could be good to talk big picture, etc."

17 77. On or about October 27, 2016, defendant HUIZAR caused
18 Carmel Partners to send three checks from three separate entities,
19 payable to PAC B in the amount of \$8,333.33 for a total of \$25,000,
20 by U.S. Mail to the Carmel Partners office in Los Angeles,
21 California.

22 78. On October 31, 2016, GOLDMAN sent a text message to
23 ESPARZA, writing: "When can I get [Executive M] in with JOSE [HUIZAR]
24 to deliver the checks?"

25 **79. Additional \$25,000 Contribution to PAC B**

26 80. On February 15, 2017, defendant HUIZAR met GOLDMAN for
27 lunch in downtown Los Angeles to discuss various projects. At the

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1 lunch, defendant HUIZAR asked GOLDMAN for an additional \$25,000
2 contribution to PAC B from Carmel Partners, which GOLDMAN agreed to
3 convey to Executive M.

4 81. On February 15, 2017, at a dinner at a Los Angeles
5 restaurant for which Carmel Partners paid approximately \$1,778,
6 defendant HUIZAR requested and Executive M committed to paying
7 \$25,000 to PAC B on behalf of Carmel Partners.

8 82. On or about March 2, 2017, defendant HUIZAR caused Carmel
9 Partners to send a check for \$25,000 made payable to PAC B by U.S.
10 Mail to PAC B in Sacramento, California.

11 83. On March 20, 2017, GOLDMAN received an email from Executive
12 M, which stated: "Do you think we are in a more favored status with
13 JOSE [HUIZAR] compared to [another developer]?"

14 84. On May 5, 2017, in a telephone call, defendant HUIZAR and
15 GOLDMAN discussed Carmel Partners' contribution to PAC B at defendant
16 HUIZAR's direction. GOLDMAN stated: "When I told George [ESPARZA], I
17 said, look, my two things that I gotta protect you know ... [Carmel
18 Partners] and gotta protect you."

19 (2) *\$25,000 Contribution and Additional \$25,000*
20 *Commitment to PAC A*

21 85. In or around January 2018, defendant HUIZAR spoke with
22 GOLDMAN regarding Mateo Project's approval in the PLUM Committee and
23 City Council. Specifically, they discussed that Carmel Partners
24 wanted the City to approve Mateo Project with a 5% affordable housing
25 requirement, while defendant HUIZAR initially insisted on 11%
26 affordable housing. GOLDMAN told defendant HUIZAR that Executive M
27 was concerned he would suffer significant professional consequences,

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1 including the loss of his job with Carmel Partners, if Mateo Project
2 was not approved, and that if Mateo Project did not obtain its
3 preferred affordable housing requirements it would threaten the
4 viability of the project altogether.

5 86. On January 8, 2018, defendant HUIZAR and GOLDMAN had a
6 discussion via text message regarding Mateo Project and Carmel
7 Partners' willingness to contribute to their newly established PAC,
8 PAC A. Specifically, defendant HUIZAR wrote: "Let's do the pac stuff
9 later this week. See u there at 6. What's purpose of tonight's
10 meeting? Are they [Carmel Partners] gonna help with pac?" GOLDMAN
11 replied: "[Executive M] wants to talk about their [Mateo Project] and
12 see if you're comfortable with the height and affordability levels."
13 Defendant HUIZAR answered: "Are they gonna help with pac?" GOLDMAN
14 replied: "I'm sure they will, however - as your friend - let's
15 discuss this in a different text thread" in order to avoid
16 documenting defendant HUIZAR's conditioning his official assistance
17 with Mateo Project on Carmel Partners' financial support for PAC A.

18 87. On February 23, 2018, defendant HUIZAR and GOLDMAN had a
19 discussion via text message regarding PAC A. Specifically, GOLDMAN
20 wrote: "Are you checking the Confide App for texting on your iPhone?"
21 GOLDMAN further wrote: "I was going to text you about your meeting
22 with [PAC A's attorney]. Wanted to see if we got any clarification.
23 Confide is good for texting because it is like Snap Chat...message
24 disappears."

25 88. On March 1, 2018, defendant HUIZAR met with GOLDMAN and
26 discussed Carmel Partners' contributions to PAC A. Specifically,
27 defendant HUIZAR asked for a \$50,000 contribution to PAC A to be paid

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1 in two installments, \$25,000 as soon as possible and another \$25,000
2 by the end of the year, after Mateo Project was approved. GOLDMAN
3 agreed to convey the request to Executive M.

4 89. On March 14, 2018, at approximately 4:00 p.m., defendant
5 HUIZAR met with GOLDMAN to discuss PAC A, including the fact that
6 Executive M agreed to have Carmel Partners contribute to PAC A.

7 90. On April 13, 2018, defendant HUIZAR sent an email to
8 GOLDMAN, attaching a document titled "[PAC A]" that included, among
9 other things, an entry for Carmel Partners for \$50,000, with the
10 note: "B/4 June. 2 checks. 2 Entities."

11 91. On May 8, 2018, defendant HUIZAR caused City Staffer A-2 to
12 advocate CD-14's position and encourage the Planning Department
13 official to approve Mateo Project to allow the project to proceed to
14 a hearing before the City Planning Commission.

15 92. On or about June 13, 2018, defendant HUIZAR caused Carmel
16 Partners to send two checks from two separate entities, each made
17 payable to PAC A, in the amount of \$12,500 each for a total of
18 \$25,000, by U.S. Mail to the Carmel Partners office in Los Angeles,
19 California, around the same time that the City Planning Commission
20 approved Mateo Project, allowing it to move forward to a hearing
21 before the PLUM Committee and ultimately City Council.

22 (3) *Additional \$50,000 Commitment to PAC A in*
23 *Exchange for Defendant HUIZAR's Help on Mateo*
24 *Project*

25 93. On September 4, 2018, defendant HUIZAR met with GOLDMAN
26 regarding the labor union issue Carmel Partners was facing on Mateo
27 Project. During the meeting, GOLDMAN requested on behalf of

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1 Executive M for defendant HUIZAR to vote against the labor union's
2 appeal by approving Mateo Project in the PLUM Committee. Defendant
3 HUIZAR explained that voting against the labor union, which he
4 considered an ally, could have negative ramifications on HUIZAR
5 Relative 1's campaign. Because of this risk, defendant HUIZAR told
6 GOLDMAN that if he were to vote against the labor union in the PLUM
7 Committee, then Carmel Partners would have to make it worthwhile,
8 which GOLDMAN understood to mean that defendant HUIZAR expected a
9 financial benefit from Carmel Partners in exchange for his efforts
10 with the labor union.

11 94. On September 6, 2018, GOLDMAN and Executive M met to
12 discuss Mateo Project and resolving its labor union issue. During
13 the meeting, GOLDMAN discussed with Executive M that they needed to
14 make it worthwhile for defendant HUIZAR's intervention with the labor
15 union. Executive M and GOLDMAN agreed that Carmel Partners should
16 offer to make an additional \$50,000 contribution to PAC A. Carmel
17 Partners had previously agreed to contribute \$50,000, and paid the
18 first installment in June 2018. This additional \$50,000 contribution
19 would bring the total agreed-upon contributions on behalf of Carmel
20 Partners to PAC A to \$100,000 in exchange for defendant HUIZAR's
21 assistance with Mateo Project.

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

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1 labor union. Defendant HUIZAR also requested a private meeting with
2 Executive M.

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

9 97. On September 12, 2018, while defendant HUIZAR was
10 negotiating the additional financial benefit he sought from Executive
11 M and Carmel Partners, defendant HUIZAR used his official position as
12 PLUM Committee Chair to postpone the committee's hearing on Mateo
13 Project to October 2, 2018, thereby causing the project to be delayed
14 until after he met with Executive M.

15 98. On September 28, 2018, defendant HUIZAR and Executive M met
16 to discuss defendant HUIZAR's support for Mateo Project, its approval
17 in the PLUM Committee, and Carmel Partners' support for the PAC to
18 benefit HUIZAR Relative 1's campaign. During the same conversation,
19 Executive M offered to provide opposition research to defendant
20 HUIZAR on a former CD-14 staffer who planned to file a lawsuit
21 against defendant HUIZAR, and defendant HUIZAR accepted this offer.
22 As part of their negotiation to help Mateo Project, defendant HUIZAR
23 and Executive M also discussed Carmel Partners hiring defendant
24 HUIZAR after he left office.

25 99. On September 28, 2018, defendant HUIZAR sent a text message
26 to GOLDMAN, writing: "Good meeting with [Executive M]. He is willing
27 to help [HUIZAR Relative 1] committee. He will collect from
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1 consultant/contractors. We didn't discuss amount. Please enlist him
2 for your event and ask him to collect 15-20 k for your event."

3 100. On October 2, 2018, defendant HUIZAR used his official
4 position as the PLUM Committee Chair to postpone his committee's
5 hearing on Mateo Project to October 16, 2018.

6 101. On October 11, 2018, defendant HUIZAR, Executive M,
7 Employee M, and GOLDMAN attended a fundraiser for HUIZAR Relative 1
8 hosted by GOLDMAN. At the fundraiser, Executive M provided defendant
9 HUIZAR the opposition research against the staffer he had promised as
10 part of their agreement for defendant HUIZAR to help Mateo Project.

11 102. Following the fundraiser, defendant HUIZAR asked Executive
12 M for additional opposition research on two other CD-14 employees
13 that had filed complaints against defendant HUIZAR.

14 103. On October 16, 2018, defendant HUIZAR voted to deny the
15 union appeal and to approve Mateo Project in the PLUM Committee,
16 including accepting certain modifications requested by Carmel
17 Partners. Specifically, the PLUM Committee accepted Carmel Partners'
18 preferred modifications to the affordable housing restrictions,
19 thereby undoing the more stringent requirements recommended by the
20 City Planning Commission. As a result of defendant HUIZAR's approval
21 and undoing the CPC recommendations, Carmel Partners obtained
22 significant reductions to Mateo Project's affordable housing
23 requirements, from 11% "Very Low Income" units to 6% "Moderate
24 Income" units. Specifically, defendant HUIZAR's approval of Carmel
25 Partners' modifications decreased low-income individuals' access to
26 the project while ensuring Carmel Partners obtained an estimated \$14
27 million in net savings to Carmel Partners.

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1 104. On October 31, 2018, defendant HUIZAR voted to approve
2 Mateo Project in City Council, which caused Executive M to write an
3 email to the owners of Carmel Partners and other employees: "Great
4 news, we just received final unanimous approval for [Mateo Project]
5 by city council. Although today is bit of a formality (PLUM is where
6 the discretion usually happens), this is the final step." Executive
7 M highlighted the benefits Carmel Partners was able to secure in PLUM
8 from defendant HUIZAR, writing: "our obligations related to rent
9 [affordable housing] restrictions and union involvement are minimal
10 compared to other future projects in the area." Executive M also
11 touted "the entitlement of the tallest building in the arts district
12 by 3 times (35 stories) in a wealthy opinionated hipster community"
13 as a "truly amazing" accomplishment.

14 (e) **Businessperson A Schemes**

15 (1) *Financial Benefits for Business Opportunities*
16 *with Developers*

17 105. On or about at least the following dates, in exchange for
18 defendant HUIZAR using his official position to make introductions to
19 developers with projects pending before defendant HUIZAR and to
20 advocate that such developers use Businessperson A's business to
21 enhance Businessperson A's financial prospects, defendant HUIZAR
22 accepted financial benefits from Businessperson A, including cash,
23 hotel rooms, prostitution/escort services, meals, and other gifts in
24 the following approximate amounts:

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Date	Financial benefit	Amount
06/13/2016	Suit and Shirts	\$3,000
11/18/2016	Meal	\$1,210.88

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Date	Financial benefit	Amount
11/18/2016	Golf	\$1,869.03
January 2017	Cash	\$10,000
01/13/2017	Hotel Accommodation	\$286.13
01/19/2017	Hotel Accommodation	\$483.36
01/30/2017	Meal	\$539.57
February 2017	Cash	\$10,000
02/20/2017	Meal	\$2,594.02
March 2017	Cash	\$10,000
03/15/2017	Hotel Accommodation	\$561.10
03/25/2017	Resort Accommodation	\$298.36
03/25/2017	Golf Club Accommodation	\$432.75
April 2017	Cash	\$10,000
04/06/2017	Hotel Accommodation	\$311.12
04/24/2017	Hotel Accommodation	\$423.58
04/28/2017	Hotel Accommodation	\$572.61
May 2017	Cash	\$10,000
05/03/2017	Hotel Accommodation	\$549.34
05/09/2017	Hotel Accommodation	\$381.64
05/15/2017	Hotel Accommodation	\$968.87
05/17/2017	Hotel Accommodation	\$346.75
05/19/2017	Hotel Accommodation	\$273.64
05/22/2017	Hotel Accommodation	\$335.66
05/24/2017	Hotel Accommodation	\$810.88
05/26/2017	Meal	\$4,950.16
05/30/2017	Hotel Accommodation	\$519.56
June 2017	Cash	\$10,000
06/02/2017	Hotel Accommodation	\$419.02
06/05/2017	Hotel Accommodation	\$79.75

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Date	Financial benefit	Amount
06/08/2017	Hotel Accommodation	\$475.20
06/12/2017	Statue	\$920.00
06/12/2017	Shoes	\$449.32
06/12/2017	Suits	\$10,451.75
06/19/2017	Hotel Accommodation	\$1,513.49
06/26/2017	Hotel Accommodation	\$322.33
	TOTAL:	\$96,349.87

(2) \$25,000 Contribution to PAC B in Exchange for City Resolution

160. On or about March 11, 2018, defendant HUIZAR met with Businessperson A, who, unbeknownst to defendant HUIZAR, was then acting at the direction of the FBI, on a golf course in the City. Defendant HUIZAR asked Businessperson A to contribute to HUIZAR Relative 1's campaign. Businessperson A stated that he would support the campaign, but that he needed help from defendant HUIZAR to provide an official resolution from the City recognizing Businessperson A's business. Defendant HUIZAR agreed to provide a City resolution and asked Businessperson A to contribute \$25,000 to HUIZAR Relative 1's campaign.

161. On or about March 23, 2018, defendant HUIZAR caused Businessperson A to send a check in the amount of \$25,000 made payable to PAC B by U.S. Mail from Los Angeles County to PAC B in Sacramento, California, intended to benefit HUIZAR Relative 1's campaign.

162. On or about April 10, 2018, defendant HUIZAR caused the CD-14 office to issue a City resolution in the form of a certificate of DEFT. INITIALS



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1 recognition signed by all City Council members, recognizing
2 Businessperson A to promote Businessperson A's business and
3 reputation in the City.

4 163. On or about May 31, 2018, defendant HUIZAR met with
5 Businessperson A, who was acting at the direction of the FBI, at
6 defendant HUIZAR's City Hall office. As promised when Businessperson
7 A agreed to contribute \$25,000 to HUIZAR Relative 1's campaign,
8 defendant HUIZAR delivered the City resolution recognizing
9 Businessperson A. At this meeting, defendant HUIZAR confirmed the
10 PAC received Businessperson A's \$25,000 contribution, adding that
11 "the people who have the PAC, they know ... you're interested in
12 helping [HUIZAR Relative 1]. So it's sitting there for the right
13 time."

14 (3) *Cash Payment for Pressure on Developer to Hire*
15 *Businessperson A*

16 164. On August 25, 2018, defendant HUIZAR met with
17 Businessperson A, who was acting at the direction of the FBI, at a
18 golf course in the City. During the meeting, defendant HUIZAR asked
19 Businessperson A for additional contributions to benefit HUIZAR
20 Relative 1's campaign. During the same conversation, defendant
21 HUIZAR stated: "I'll go down a list of people that I could start
22 introducing you to ... people ... that I know need my help.... Like
23 for example, right now, [Carmel Partners] needs me.... So I could re-
24 introduce them to you." Businessperson A asked, regarding these
25 meetings, whether HUIZAR could "push" the developers to hire
26 Businessperson A. Defendant HUIZAR responded: "Yeah ... for right
27 now they feel pressure, but they need me."

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1 165. On September 24, 2018, defendant HUIZAR met with
2 Businessperson A, who was acting at the direction of the FBI, at a
3 restaurant in the City. During the meeting, defendant HUIZAR
4 accepted \$15,000 in cash from Businessperson A, who provided the cash
5 concealed in an envelope, which defendant HUIZAR then covered with a
6 napkin. During this meeting, defendant HUIZAR stated that he had a
7 meeting with Carmel Partners the following day and that Carmel
8 Partners' project was coming up for approval soon. Defendant HUIZAR
9 stated that Carmel Partners "need[s] a lot of help from my office,"
10 by which defendant HUIZAR meant that Carmel Partners would feel
11 pressure to hire Businessperson A at defendant HUIZAR's request
12 because Carmel Partners needed defendant HUIZAR to perform favorable
13 official acts in support of Carmel Partners' project and not take
14 adverse official acts in opposition to the project. Defendant HUIZAR
15 assured Businessperson A that he would make sure Carmel Partners
16 scheduled a meeting with Businessperson A. At the end of the
17 meeting, after Businessperson A had departed, defendant HUIZAR
18 counted the cash inside the envelope.

(f) Additional Pay-to-Play Conduct

(1) *CD-14 Developers/Proxies' PAC Contributions to
Benefit HUIZAR Relative 1's Campaign and CD-14
Enterprise*

23 166. In or around May 2017, defendant HUIZAR, ESPARZA, GOLDMAN,
24 and HUIZAR Associate 3 agreed to establish a PAC that publicly was
25 purported to benefit a broad array of candidates and causes but was,
26 in fact, primarily intended to benefit HUIZAR Relative 1's campaign
27 to succeed defendant HUIZAR as Councilmember for CD-14. Defendant

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1 HUIZAR agreed with ESPARZA, GOLDMAN, and HUIZAR Associate 3 to
2 pressure developers with projects in CD-14 to contribute to the PAC
3 in exchange for favorable treatment and to avoid adverse action
4 against their projects in the PLUM Committee, Economic Development
5 Committee, and City Council.

6 167. On May 10, 2017, in a telephone call, ESPARZA and CHIANG
7 discussed how defendant HUIZAR was using a PAC to obtain additional
8 financial benefits from developers in exchange for not taking adverse
9 action against them. Specifically, ESPARZA told CHIANG: "[Defendant
10 HUIZAR's] approach is that he's going to um, strong arm everyone ...
11 to the PAC. [Hazens], [Company F]. 'This is what I want right now.
12 This is my [relative], this is what we are doing.' So his idea in his
13 mind is that okay, people are going to support us because they don't
14 want people to fuck with projects, you know."

15 168. On May 11, 2017, in a telephone call, ESPARZA and Executive
16 Director E discussed punishing a developer who was not providing
17 financial benefits to defendant HUIZAR by withholding approvals for
18 the developer's project. Specifically, ESPARZA said: "[Company G]
19 has not come through with any other commitments to us, to you, so you
20 know, why even be helpful to them, you know, that's my thing... So
21 I'm going to tell [defendant HUIZAR] that I spoke to you and let's
22 just continue to ignore them, you know. We are not going to help
23 them." Executive Director E then added: "And even [CHAN] doesn't
24 want you guys to work with [Company G]."

25 169. On June 22, 2017, defendant HUIZAR met with ESPARZA,
26 GOLDMAN, and Justin KIM and discussed establishing a PAC to raise
27 money for HUIZAR Relative 1's campaign. During this meeting,

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1 defendant HUIZAR suggested having KIM find an associate to serve as
2 the "face" of the PAC to disguise defendant HUIZAR's involvement and
3 the PAC's connection to CD-14.

4 170. On September 14, 2017, defendant HUIZAR and ESPARZA had a
5 text message conversation regarding compiling a list of donors to
6 target for fundraising for HUIZAR Relative 1's campaign, which they
7 referred to as the "Executive 2" strategy meetings, focusing on
8 developers with upcoming hearings before the PLUM Committee, which
9 defendant HUIZAR chaired. Defendant HUIZAR instructed ESPARZA via
10 text message: "Please get the [City Staffer A-2] list that he gave u
11 about projects going to cpc and plum and let's discuss me and u at
12 every Thursday exec.#2 meeting."

13 171. In October 2017, defendant HUIZAR and ESPARZA had
14 conversations about targeting developers with projects pending before
15 committees on which defendant HUIZAR sat in order to obtain financial
16 benefits from them, including contribution to PACs to benefit HUIZAR
17 Relative 1's campaign before taking favorable actions on the projects
18 in the Economic Development and PLUM Committees.

19 172. On December 4, 2017, defendant HUIZAR created a spreadsheet
20 titled "Initial Commitments to PAC," listing companies, consultants,
21 and contribution amounts, totaling \$500,000. Several of those listed
22 had pending projects in defendant HUIZAR's district or before a
23 committee that defendant HUIZAR chaired, including the following:

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

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1 173. On March 26, 2018, defendant HUIZAR caused Company H to
2 make a contribution of \$10,000 to PAC B.

3 174. On June 19, 2018, defendant HUIZAR caused Company J to make
4 a contribution of \$25,000 to PAC A.

5 (2) *CD-14 Developers/Proxies' Contributions to*
6 *Defendant HUIZAR Campaigns and Officeholder*
7 *Accounts*

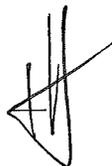
8 175. On May 18, 2015, at defendant HUIZAR's direction, ESPARZA
9 created a document titled "HUIZAR Debt Finance Plan," which
10 documented defendant HUIZAR's solicitation efforts of contributions
11 from developers, consultants, and allies towards defendant HUIZAR's
12 2015 re-election campaign debt, including many developers and
13 consultants who had projects in CD-14 and/or were going through the
14 City approval process. The plan included: (1) \$40,000 from Justin
15 Kim; (2) \$20,000 from HUANG; (3) \$20,000 from Company G through
16 Executive Director E; (4) \$10,000 from Hazens; and (5) \$10,000 from
17 CHAN.

18 (3) *CD-14 Developers/Proxies' Contributions to School*
19 *that Employed HUIZAR Relative 1 as a Fundraiser*

20 176. Beginning in or around March 2015, at defendant HUIZAR's
21 direction, ESPARZA solicited donations to a high school's annual gala
22 event from developers and consultants with projects pending in
23 defendant HUIZAR's district.

24 177. On or around September 28, 2015, defendant HUIZAR attended
25 the high school's annual gala, which, at defendant HUIZAR's request,
26 was sponsored by the following companies, among others, in the
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1 following amounts: (1) \$25,000 by Company L; (2) \$10,000 by Hazens;
2 (3) \$10,000 by Company F; and (4) \$5,000 by Company K.

3 (4) *Steering CD-14 Developers to Preferred Firms*

4 178. In or around 2012, defendant HUIZAR pressured Developer N
5 to hire HUIZAR Associate 3 as a consultant on Developer N's
6 development project in CD-14. Developer N complied with the request.

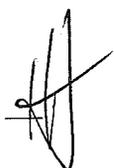
7 179. In or around May 2013, defendant HUIZAR organized a dinner
8 between Developer N, HUIZAR Associate 3, and a partner of Law Firm A,
9 which paid HUIZAR Relative 1 a bi-weekly salary of \$2,500. Developer
10 N understood that defendant HUIZAR was asking Developer N to hire Law
11 Firm A because it paid HUIZAR Relative 1 and in exchange for
12 defendant HUIZAR's support on the development project pending in CD-
13 14.

14 180. In or around March 2014, defendant HUIZAR organized a
15 meeting with Hazens and HUIZAR Associate 1, and encouraged Hazens to
16 hire HUIZAR Associate 1 as a consultant on the Luxe Hotel Project.

17 181. On February 25, 2016, defendant HUIZAR instructed ESPARZA
18 by text message: "Please work it out with George [CHIANG] ... to set
19 up a meeting with [Developer K] and [Law Firm A partner] ... Let them
20 know that [HUIZAR Relative 1] works at [Law Firm A] and we want to
21 make introduction to see if [the company] ever needs legal defense.
22 Please keep me posted."

23 182. In or around 2017, defendant HUIZAR caused Company O, which
24 had projects pending in CD-14 and before defendant HUIZAR's
25 committees, to hire HUIZAR Associate 3 as a consultant with a monthly
26 retainer of \$10,000.

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(g) Defendant's Concealment of Illicit Benefits

(1) *Transporting of Cash into United States and Structuring to Avoiding Reporting Requirements*

183. On January 1, 2016, defendant HUIZAR and ESPARZA traveled with HUANG and Executive Director E to Australia, where defendant HUIZAR and ESPARZA accepted financial benefits from HUANG, including a \$10,980 commercial airline ticket for defendant HUIZAR, private jet flights for ESPARZA, hotels, meals, alcohol, and other expenses. In addition, defendant HUIZAR and ESPARZA accepted casino gambling chips from HUANG, which defendant HUIZAR and ESPARZA cashed out in Australian dollars.

184. After the Australia trip, defendant HUIZAR and ESPARZA discussed evading bank reporting requirements by converting Australian dollars to American dollars.

185. On February 9, 2016, at defendant HUIZAR's direction, ESPARZA exchanged 10,000 Australian dollars into American dollars. ESPARZA then reported to defendant HUIZAR in a text message: "I exchanged 10k today. Will do another tomorrow. If it's under 10k, they will not report." Defendant HUIZAR then told ESPARZA to ask for a better exchange rate the next day.

186. On February 10, 2016, at defendant HUIZAR's direction, ESPARZA exchanged another 10,000 Australian dollars into American dollars.

187. On February 14, 2016, defendant HUIZAR asked ESPARZA via text messages: "(1). U back? How did chairman [HUANG] do? (2). For last batch to exchange, I think it is 12,800 (correct?). ...see if u can bargain with either of two places in dtla for more than .68. The

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1 Australian dollar has gotten stronger and is close to .72 official
2 exchange." ESPARZA responded: "I came home. Chairman [HUANG] is up
3 2mil. Ok. I'll see if I can get close to .72."

4 188. On February 17, 2016, at defendant HUIZAR's direction,
5 ESPARZA exchanged another 12,800 Australian dollars into American
6 dollars and confirmed the exchange to defendant HUIZAR by text
7 message: "I was able to get you .69 exchange rate" and that "chairman
8 [HUANG] won 3 mil." Defendant HUIZAR responded: "Wow. Wow. Wow."

9 (2) *Money Laundering Through Family Members*

10 189. From in or about July 2013 through in or about November
11 2017, on approximately 45 separate occasions, in order to conceal and
12 disguise the nature, source, ownership, and control of proceeds from
13 defendant HUIZAR's pay-to-play scheme, defendant HUIZAR caused HUIZAR
14 Relative 2 to deposit cash into HUIZAR Relative 2's checking account
15 and thereafter pay defendant HUIZAR directly or indirectly a total of
16 approximately \$130,346.

17 190. From in or about November 2013 through in or about March
18 2017, on at least 28 separate occasions, in order to conceal and
19 disguise the nature, source, ownership, and control of proceeds from
20 defendant HUIZAR's pay-to-play scheme, defendant HUIZAR provided cash
21 to HUIZAR Relative 3 and caused HUIZAR Relative 3 to pay defendant
22 HUIZAR directly or indirectly a total of approximately \$156,993.

23 191. From in or about April 2016 through in or about June 2017,
24 over at least 17 separate occasions, in order to conceal and disguise
25 the nature, source, ownership, and control of proceeds from defendant
26 HUIZAR's pay-to-play scheme, defendant HUIZAR caused HUIZAR Relative
27 1 to deposit cash into HUIZAR Relative 1's checking account, and

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1 thereafter pay for household expenses for a total of approximately
2 \$7,800.

3 (h) Additional Concealment of Pay-to-Play Scheme

4 (1) Defendant HUIZAR's Failure to Report on Forms 700
5 and Tax Returns

6 192. On or about the following dates, in an effort to conceal
7 the benefits defendant HUIZAR received from developers as part of the
8 pay-to-play scheme, defendant HUIZAR failed to report any of the
9 financial benefits discussed above on his Forms 700 or tax returns
10 for the calendar years 2014, 2015, 2016, and 2017.

11 (i) Total Bribes

12 As part of defendant HUIZAR's pay-to-play scheme operated
13 through the CD-14 enterprise, defendant HUIZAR obtained or sought to
14 be obtain, directly and indirectly, at least \$1,857,679 in bribe
15 payments.

16 C. Defendant HUIZAR's Obstructionist Conduct

17 (a) Defendant HUIZAR's Witness Tampering

18 193. On June 20, 2017, after ESPARZA told defendant HUIZAR that
19 he was interviewed by the FBI and defendant HUIZAR asked ESPARZA
20 about the FBI's questions, and whether the FBI asked questions about
21 Businessperson A and HUANG, defendant HUIZAR instructed ESPARZA not
22 to tell anyone that ESPARZA disclosed the content of his FBI
23 interview to defendant HUIZAR.

24 194. On December 28, 2017, in a conversation in defendant
25 HUIZAR's private bathroom in City Hall, after ESPARZA referred to his
26 FBI interviews the prior summer and stated that he did everything to
27 make sure defendant HUIZAR was protected, defendant HUIZAR stated:

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1 "Yeah, and that's why I said we are both in this together.... We're
2 in it together."

3 195. On October 27, 2018, defendant HUIZAR instructed
4 Businessperson A not to disclose incriminating information to the
5 FBI, including instructing Businessperson A not to mention anything
6 about parties or "dessert," meaning defendant HUIZAR's use of
7 escort/prostitution services, which Businessperson A had provided at
8 parties Businessperson A hosted.

9 (b) **Defendant HUIZAR's False Statements to the USAO/FBI**

10 196. On April 10, 2019, during an interview with the U.S.
11 Attorney's Office and FBI during which defendant HUIZAR was advised,
12 in the presence of counsel, that lying to the government was a crime,
13 defendant HUIZAR falsely stated that: (a) he told ESPARZA that the
14 hundreds of thousands of dollars cash payment KIM provided to ESPARZA
15 was "yours, I do not want it"; and (b) he did not discuss ESPARZA
16 giving defendant HUIZAR the money from KIM in April 2018.

17 **D. Defendant HUIZAR's 2017 Tax Evasion**

18 197. From in or about January 1, 2017 through in or about
19 December 31, 2017, defendant HUIZAR willfully attempted to evade and
20 defeat income tax due and owing by him and his spouse to the United
21 States of America, for the calendar 2017, by causing to be prepared,
22 and by signing and causing to be signed, a false and fraudulent U.S.
23 Individual Income Tax Return, Form 1040, which was submitted to the
24 Internal Revenue Service. On that tax return, defendant HUIZAR
25 falsely reported and caused to be reported his and his spouse's joint
26 taxable income, by omitting approximately \$60,000 cash that defendant
27 HUIZAR accepted from Businessperson A as retainer fees. Defendant

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1 HUIZAR knew that the federal tax law imposed a duty on defendant to
2 accurately report his income and intentionally and voluntarily
3 violated that duty.

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