



NICOLA T. HANNA
United States Attorney
BRANDON D. FOX
Assistant United States Attorney
Chief, Criminal Division
MACK E. JENKINS (Cal. Bar No. 242101)
Assistant United States Attorney
Chief, Public Corruption & Civil Rights Section
VERONICA DRAGALIN (Cal. Bar No. 281370)
Assistant United States Attorney
Public Corruption & Civil Rights Section
1500 United States Courthouse
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-2091/0647
Facsimile: (213) 894-6436
E-mail: mack.jenkins@usdoj.gov
veronica.dragalin@usdoj.gov

Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

GEORGE CHIANG,

Defendant.

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

COOPERATION PLEA AGREEMENT FOR
DEFENDANT GEORGE CHIANG

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

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a one-count information in the form
4 attached to this agreement as Exhibit 1 or a substantially similar
5 form, which charges defendant with Racketeer Influenced and Corrupt
6 Organization ("RICO") Conspiracy, in violation of 18 U.S.C.
7 § 1962(d).

8 b. Not contest the Factual Basis agreed to in this
9 agreement.

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

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

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

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

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

24 3. Defendant further agrees to cooperate fully with the USAO,
25 the Federal Bureau of Investigation ("FBI"), and, as directed by the
26 USAO, any other federal, state, local, or foreign prosecuting,
27 enforcement, administrative, or regulatory authority. This
28 cooperation requires defendant to:

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

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

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

4. For purposes of this agreement: (1) "Cooperation Information" shall mean any statements made, or documents, records, tangible evidence, or other information provided, by defendant pursuant to defendant's cooperation under this agreement or pursuant to the letter agreement previously entered into by the parties dated December 21, 2018 (the "Letter Agreement"); and (2) "Plea Information" shall mean any statements made by defendant, under oath, at the guilty plea hearing and the agreed to factual basis statement in this agreement.

THE USAO'S OBLIGATIONS

5. The USAO agrees to:

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

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

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 6. The USAO further agrees:

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

18 b. Not to use Cooperation Information against defendant
19 at sentencing for the purpose of determining the applicable guideline
20 range, including the appropriateness of an upward departure, or the
21 sentence to be imposed, and to recommend to the Court that
22 Cooperation Information not be used in determining the applicable
23 guideline range or the sentence to be imposed. Defendant
24 understands, however, that Cooperation Information will be disclosed
25 to the United States Probation and Pretrial Services Office and the
26 Court, and that the Court may use Cooperation Information for the
27 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
28 sentence to be imposed.

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

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

12 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

13 7. Defendant understands the following:

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

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

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

27 d. At this time the USAO makes no agreement or
28 representation as to whether any cooperation that defendant has

1 provided or intends to provide constitutes or will constitute
2 substantial assistance. The decision whether defendant has provided
3 substantial assistance will rest solely within the exclusive judgment
4 of the USAO.

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

13 NATURE OF THE OFFENSES

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

17 a. First, there was an agreement between two or more
18 persons that: (i) an enterprise, namely, the CD-A Enterprise would
19 exist, as alleged in the Information; and (ii) a member of the
20 agreement associated with the CD-A Enterprise would conduct or
21 participate, directly or indirectly, in the conduct of the CD-A
22 Enterprise affairs through a pattern of racketeering activity, as
23 described in the Information;

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

26 c. Third, the CD-A Enterprise would or did engage in, or
27 its activities would or did affect, interstate or foreign commerce.
28 An "enterprise" includes a group of people associated together for a

1 common purpose of engaging in a course of conduct over a period of
2 time. "Racketeering activity" refers to the commission of multiple
3 acts chargeable under provisions of federal and state law listed in
4 the RICO Act, including Honest Services Fraud through Mail and Wire
5 Fraud, in violation of 18 U.S.C. §§ 1346, 1341, and 1343, and Giving
6 or Offering a Bribe, in violation of California Penal Code § 67, and
7 Requesting or Taking a Bribe, in violation of California Penal Code §
8 68. A "pattern of racketeering activity" is at least two
9 racketeering acts, the last of which occurred within ten years of the
10 commission of a prior act of racketeering, that have a relationship
11 to each other and pose a threat of continuity. Conduct forms a
12 pattern if it consists of criminal acts that have the same or similar
13 purposes, results, participants, victims, or methods of commission,
14 or otherwise are interrelated by distinguishing characteristics and
15 are not isolated. Defendant admits that defendant is, in fact,
16 guilty of this offense as described in count one of the Information.

17 PENALTIES

18 9. Defendant understands that the statutory maximum sentence
19 that the Court can impose for a violation of 18 U.S.C. § 1962(d) is:
20 20 years' imprisonment; a 3-year period of supervised release; a fine
21 of \$250,000 or twice the gross gain or gross loss resulting from the
22 offense, whichever is greatest; and a mandatory special assessment of
23 \$100.

24 10. Defendant understands that supervised release is a period
25 of time following imprisonment during which defendant will be subject
26 to various restrictions and requirements. Defendant understands that
27 if defendant violates one or more of the conditions of any supervised
28 release imposed, defendant may be returned to prison for all or part

1 of the term of supervised release authorized by statute for the
2 offense that resulted in the term of supervised release, which could
3 result in defendant serving a total term of imprisonment greater than
4 the statutory maximum stated above.

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

18 FACTUAL BASIS

19 12. Defendant admits that defendant is, in fact, guilty of the
20 offense to which defendant is agreeing to plead guilty. Defendant
21 and the USAO agree to the statement of facts attached hereto as
22 Attachment A and agree that this statement of facts is sufficient to
23 support a plea of guilty to the charge described in this agreement
24 and to establish the Sentencing Guidelines factors set forth in
25 paragraph 14 below but is not meant to be a complete recitation of
26 all facts relevant to the underlying criminal conduct or all facts
27 known to either party that relate to that conduct.

SENTENCING FACTORS

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

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

Base Offense Level:	12	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 >\$250,000:	+12	U.S.S.G. §§ 2C1.1(b)(2); 2B1.1(b)(1)(G)
Elected Official:	+4	U.S.S.G. § 2C1.1(b)(3)

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

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

16. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing

Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

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

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel - and if necessary have the Court appoint counsel - at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the Court appoint counsel - at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses against defendant.
- f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.
- g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.
- h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

1 WAIVER OF APPEAL OF CONVICTION

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

11 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12 19. Defendant agrees that, provided the Court imposes a total
13 term of imprisonment of no more than 70 months, defendant gives up
14 the right to appeal all of the following: (a) the procedures and
15 calculations used to determine and impose any portion of the
16 sentence; (b) the term of imprisonment imposed by the Court; (c) the
17 fine imposed by the Court, provided it is within the statutory
18 maximum; (d) to the extent permitted by law, the constitutionality or
19 legality of defendant's sentence, provided it is within the statutory
20 maximum; (e) the term of probation or supervised release imposed by
21 the Court, provided it is within the statutory maximum; and (g) any
22 of the following conditions of probation or supervised release
23 imposed by the Court: the conditions set forth in General Order 20-04
24 of this Court; the drug testing conditions mandated by 18 U.S.C.
25 §§ 3563(a)(5) and 3583(d).

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

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

17 EFFECTIVE DATE OF AGREEMENT

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

21 BREACH OF AGREEMENT

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

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

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

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

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

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

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

11 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

12 OFFICE NOT PARTIES

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

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

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

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

14 NO ADDITIONAL AGREEMENTS

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

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

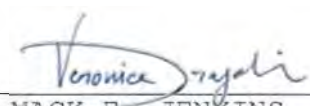
1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

5 AGREED AND ACCEPTED

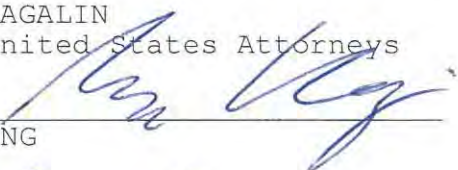
6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
8 CALIFORNIA

9 NICOLA T. HANNA
 United States Attorney


10 
 MACK E. JENKINS
11 VERONICA DRAGALIN
12 Assistant United States Attorneys

May 11, 2020

Date

13 
14 GEORGE CHIANG
15 Defendant

5/11/20
Date

16 
17 STANLEY L. FRIEDMAN
18 Attorney for Defendant
19 GEORGE CHIANG

May 11, 2020
Date

CERTIFICATION OF DEFENDANT

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



GEORGE CHIANG
Defendant

5/11/20

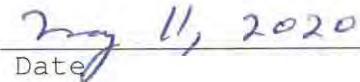
Date

1 CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am GEORGE CHIANG's attorney. I have carefully and thoroughly
3 discussed every part of this agreement with my client. Further, I
4 have fully advised my client of his rights, of possible pretrial
5 motions that might be filed, of possible defenses that might be
6 asserted either prior to or at trial, of the sentencing factors set
7 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 a guilty plea pursuant to this agreement.

16 

17 STANLEY L. FRIEDMAN
18 Attorney for Defendant
19 GEORGE CHIANG
20
21
22
23
24
25
26
27
28


Date

1 ATTACHMENT A

2 FACTUAL BASIS

3 **A. Background on Relevant Persons and Entities**

4 1. Defendant GEORGE CHIANG ("CHIANG") was a real estate broker
5 and development consultant in the Los Angeles (the "City"). From
6 2006 to 2014, defendant CHIANG was primarily engaged in property
7 management and the sale of residential and commercial property in the
8 San Gabriel Valley.

9 2. In or around January 2014, defendant CHIANG met Individual
10 1 at an event hosted by Company D. Shortly thereafter, Individual 1
11 invited defendant CHIANG to lunch, where Individual 1 explained that
12 he had been working for the City for nearly 30 years and was a very
13 well respected General Manager of the Los Angeles Department of
14 Building and Safety ("LADBS"). Individual 1 inquired whether
15 defendant CHIANG would be interested in becoming a consultant to
16 downtown Los Angeles area development projects and, if so, stated
17 that Individual 1 would mentor defendant CHIANG and introduce him to
18 important City officials. During the lunch meeting, Individual 1
19 indicated that his goal was to ensure the success of Chinese projects
20 in Los Angeles, and that defendant CHIANG was qualified and would be
21 a good fit. Defendant CHIANG understood that Individual 1 needed
22 someone who did not work for the City to interface with the Chinese
23 companies. Defendant CHIANG agreed to accept Individual 1's
24 proposal.

25 3. In or around September 2014, Individual 1 instructed
26 defendant CHIANG to open a corporation in order to accomplish
27 Individual 1's goals. Defendant CHIANG established a corporation
28 offering consulting services under the name Synergy Alliance

DEFT. INITIALS G.C

1 Advisors, Inc. ("Synergy"). After defendant CHIANG established
2 Synergy, Individual 1 directed defendant CHIANG on how to interact
3 with City officials with respect to property development and
4 introduced defendant CHIANG to various City officials, including
5 Councilmember A and other elected officials.

6 4. Beginning in approximately 2014, defendant CHIANG was a
7 close political ally of Councilmember A, the Councilmember for
8 Council District A ("CD-A") in the City, member of the Planning and
9 Land Use Management ("PLUM") committee and member of the Economic
10 Development committee. Defendant CHIANG was also a close political
11 ally of City Staffer A-1, Councilmember A's Special Assistant and
12 employee of the City. Through these relationships, defendant CHIANG
13 developed a business relationship with Justin Kim ("Kim"), a major
14 fundraiser for Councilmember A.

15 5. Individual 1 was the Deputy Mayor for Economic Development
16 from approximately May 2016 to June 30, 2017.

17 6. On or around August 1, 2017, Individual 1 created a real
18 estate firm and established a corporation. Individual 1 was the sole
19 owner of Individual 1's Company.

20 7. On or around August 15, 2017, defendant CHIANG and
21 Individual 1 created a real estate consulting and brokerage firm and
22 established a corporation under the name CCC Investment Group, Inc.
23 ("CCC Investment"). Defendant CHIANG and Individual 1 agreed to be
24 partners of CCC Investment and to share its profits equally.

25 **B. The CD-A Enterprise**

26 8. Throughout the period described in the attached
27 Information, the Council District A Enterprise ("CD-A Enterprise"),
28 located in the City, is and was a criminal enterprise composed of a
DEFT. INITIALS G.C.

1 group of individuals associated for a common purpose of engaging in a
2 course of conduct, which course includes bribery and honest services
3 fraud to achieve the goals of the enterprise. The goals of the CD-A
4 Enterprise included, but were not limited to:

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

7 b. advancing the political goals and maintaining the
8 control and authority of the CD-A Enterprise by elevating members and
9 associates of the CD-A Enterprise to, and maintaining those
10 individuals' placement in, prominent political positions;

11 c. protecting the CD-A Enterprise from detection and
12 prosecution by concealing the financial benefits flowing to City
13 officials, through means that included indirect payments to family
14 members, close associates, and consultants.

15 9. The CD-A Enterprise was led by Councilmember A,
16 Councilmember for CD-A, who had jurisdiction over a large number of
17 development projects undergoing the application and approval process
18 in the City. Members and associates of the CD-A Enterprise conspired
19 with one another to facilitate bribery schemes that would provide
20 Councilmember A and other City officials financial benefits and keep
21 members in power to maintain the CD-A Enterprise's political
22 stronghold in the City.

23 10. In exchange, Councilmember A, Individual 1, and members and
24 associates of the CD-A Enterprise, would take official action to
25 ensure certain development projects and CD-A Enterprise associates
26 received favored treatment from the City and thereby secure their
27 bribe-financed influence. In addition, members and associates of the
28 CD-A Enterprise sought political contributions from developers and

1 their proxies (e.g., lobbyists, consultants, etc.) to benefit
2 Councilmember A and his allies in exchange for official acts to
3 benefit those developers and their proxies, including defendant
4 CHIANG.

5 11. As a result of its bribery and honest services fraud,
6 throughout the period described in the attached Information, and as
7 known to defendant CHIANG, CD-A Enterprise members and associates
8 engaged in, and their activities in some way affected, commerce
9 between one state and another state.

10 **C. Defendant CHIANG's Role in the CD-A Enterprise**

11 12. Beginning no later than January 2014, and continuing at
12 least until December 2018, defendant CHIANG was a member of the CD-A
13 Enterprise. In that capacity, defendant CHIANG conspired and agreed
14 with other CD-A Enterprise members that a conspirator would commit at
15 least two racketeering acts, in the form of conspiracy to commit
16 bribery and honest services fraud, which acts had a relationship to
17 one another and the CD-A Enterprise, and posed a threat of continued
18 criminal activity. Defendant CHIANG became a member of this
19 conspiracy knowing of this object, knowing it was illegal, and
20 intending to help accomplish it.

21 13. Defendant CHIANG, along with other members and associates
22 of the CD-A Enterprise, operated and helped to operate pay-to-play
23 schemes within the City, wherein public officials solicited and
24 demanded direct and indirect financial benefits from developers and
25 their proxies in exchange for official acts. Specifically, through a
26 scheme that involved bribery and honest services fraud, defendant
27 CHIANG and Individual 1 offered, facilitated, and provided some
28 combination of the following types of financial benefits to public
DEFT. INITIALS G.C.

officials, among others: (1) cash; (2) consulting and retainer fees; (3) political contributions; (4) event tickets to concerts, shows, and sporting events; and (5) other gifts.

14. In exchange for such financial benefits from developers and their proxies, Councilmember A and Individual 1 agreed to exert and did exert pressure on other City officials to influence the approval process for projects favored by the CD-A Enterprise. In addition, Councilmember A agreed to and did file motions and vote on projects in various City bodies, including City Council and the PLUM Committee, to benefit such projects.

15. In order to advance the goals of and ensure the continued existence of the CD-A Enterprise, defendant CHIANG, City Staffer A-1, Individual 1, and Kim strategized ways to "protect" Councilmember A to ensure Councilmember A's power and relevance within the City. Defendant CHIANG coordinated with Councilmember A, City Staffer A-1, Individual 1, and Kim to ensure a succession plan that would maintain financial opportunities for each of them after Councilmember A's term as Councilmember of CD-A expired in 2020. On multiple occasions, defendant CHIANG discussed with Councilmember A, City Staffer A-1, and Individual 1 the need to ensure Relative A-1 was elected for their own political and financial benefit.

16. Also in furtherance of the racketeering conspiracy, defendant CHIANG facilitated and participated in at least the following schemes.

D. Project D Bribery Schemes

a) Early Corrupt Relationship between Company D and Councilmember A

17. In 2014, Company D, a China-based real estate development
DEFT. INITIALS G.C.

1 company, through its subsidiaries, acquired Property D located in CD-
2 A and planned to redevelop the property ("Project D").

3 18. In or around January 2015, defendant CHIANG began working
4 as one of the consultants for Company D on Project D, earning
5 approximately \$5,000 per month.

6 19. Between March 2014 and September 2015, defendant CHIANG and
7 Individual 1 facilitated introductions between Councilmember A and
8 Company D and its Chairman, Chairman D. For example, on November 4,
9 2014, defendant CHIANG sent an e-mail to City Staffer A-1 with the
10 subject line "Councilmember A Fundraising," writing: "Can you get me
11 in touch with the [Councilmember A]? [Individual 1] and I had dinner
12 with [Company D] last night regarding pledging their support so I
13 want to discuss this to prepare the Councilman's dinner with them
14 this Thursday." In the subsequent months, defendant CHIANG provided
15 in-kind contributions to Councilmember A's re-election campaign,
16 including printers, stamps, and food.

17 20. In or around September 2015, at Councilmember A's request,
18 Company D contributed \$10,000 to a high school gala event.

19 21. In or about 2015 or 2016, both Councilmember A and City
20 Staffer A-1 asked defendant CHIANG to ask General Manager D to meet
21 with an attorney, with the stated hope that Company D would hire the
22 attorney to provide legal services for Company D. Later, defendant
23 CHIANG learned that Relative A-1 worked at this law firm, when, on
24 February 25, 2016, City Staffer A-1 forwarded to defendant CHIANG a
25 text message from Councilmember A stating that "[Relative A-1] works
26 at [the attorney] law firm."

27 22. In approximately 2016, at a meeting that defendant CHIANG
28 attended, Councilmember A told Chairman D that there was no need to

1 involve the City's Mayor in the approval process of Project D because
2 Councilmember A was the one in control of the PLUM committee.
3 Councilmember A stated that the City's Mayor could not provide help
4 to Chairman D and it was Councilmember A who drove the project. In
5 addition, Councilmember A told defendant CHIANG privately to tell
6 Chairman D that as far as Project D was concerned, Chairman D did not
7 need anyone else but Councilmember A. Defendant CHIANG understood
8 this to mean that Councilmember A wanted all of Chairman D's benefits
9 including contributions and money to be directed toward Councilmember
10 A and not other City officials.

11 b) \$66,000 Bribe to Councilmember A in Exchange for
12 Project D Motion

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

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

1 to hire Councilmember A's associate on Project D. Chairman D told
2 Councilmember A to discuss the details with General Manager D.

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

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

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

1 not be involved with this arrangement because he felt it was not
2 legal.

3 28. On December 16, 2015, defendant CHIANG facilitated an
4 introduction between Relative A-1 and a person he knew at the time as
5 "Auntie," who defendant CHIANG later learned was Chairman D's
6 relative. Defendant CHIANG understood that the two would meet to
7 discuss an arrangement facilitated by Relative A-1 whereby Chairman
8 D's relative's company would pay a company affiliated with
9 Councilmember A's Associate.

10 29. In May 2016, Company A, a real estate company registered to
11 Councilmember A's Associate's relative, but actually operated by
12 Councilmember A's Associate, and Chairman D's relative's company
13 executed an agreement whereby Company A would purportedly "provide
14 marketing analysis for Real Estate and Land Development Opportunities
15 in the Greater Southern California Area in the total amount of
16 \$11,000.00 per month for services rendered. The term of this
17 agreement is one (1) year with one (1) option year." In reality,
18 defendant CHIANG prepared the monthly marketing analysis reports and
19 delivered them to Councilmember A, who then provided them to
20 Councilmember A's Associate, who collected the \$11,000 monthly
21 retainer. Defendant CHIANG, Councilmember A, Chairman D, and General
22 Manager D understood that the monthly retainer payments were intended
23 to be and were indirect bribe payments to Councilmember A in exchange
24 for Councilmember A's official acts to benefit Project D.

25 30. On May 31, 2016, defendant CHIANG and Councilmember A had a
26 conversation via text message regarding Councilmember A obtaining the
27 monthly reports purportedly prepared by Company A (but in fact
28 prepared by defendant CHIANG) pursuant to the consulting agreement

1 with Chairman D's relative regarding real estate and land development
2 opportunities.

3 **31. Real Estate Report #1:** On May 31, 2016, defendant CHIANG
4 delivered to Councilmember A his first real estate report that they
5 intended would be passed off as being created by Company A pursuant
6 to its \$11,000 per month consulting agreement with Chairman D's
7 relative.

8 **32. Real Estate Report #2:** On July 1, 2016, defendant CHIANG
9 met with Councilmember A at a coffee shop in Los Angeles, where
10 defendant CHIANG delivered his second real estate report.

11 **33. Real Estate Report #3:** On August 1, 2016, defendant CHIANG
12 met with Councilmember A at a restaurant in Los Angeles, where
13 defendant CHIANG delivered his third real estate report.

14 **34. Real Estate Report #4:** On September 2, 2016, defendant
15 CHIANG met with Councilmember A at a coffee shop in Los Angeles,
16 where defendant CHIANG delivered his fourth real estate report.

17 **35. Real Estate Report #5:** On October 4, 2016, defendant CHIANG
18 met with Councilmember A at Councilmember A's residence, where
19 defendant CHIANG delivered his fifth real estate report.

20 **36. Real Estate Report #6:** On November 3, 2016, defendant
21 CHIANG met with Councilmember A at a coffee shop in Los Angeles,
22 where defendant CHIANG delivered his sixth and final real estate
23 report.

24 **37.** On November 22, 2016, Councilmember A, in Councilmember A's
25 official capacity, presented a written motion in the Economic
26 Development committee to benefit Project D (the "Project D motion").

27 **38.** On December 9, 2016, defendant CHIANG and Councilmember A
28 met to discuss Councilmember A's filing of the Project D motion in

1 exchange for retainer fees facilitated by defendant CHIANG, Chairman
2 D, and General Manager D to Councilmember A's Associate.

3 39. On December 10, 2016, defendant CHIANG wrote to Individual
4 1 in a text message: "please don't tell [Councilmember A] [I] told
5 you about the meeting I had with [Councilmember A]. [Councilmember
6 A] told me not to tell anyone even [City Staffer A-1]." Defendant
7 CHIANG was referring to the financial arrangement Councilmember A had
8 with Company D, and believed that Councilmember A did not want to
9 reveal this arrangement with Company D to anyone, including City
10 Staffer A-1.

11 40. On December 13, 2016, the City Council adopted the Project
12 D motion Councilmember A presented on November 22, 2016.
13 Councilmember A voted "yes" on the matter in City Council.

14 41. On December 13, 2016, defendant CHIANG, Councilmember A,
15 and General Manager D met at Property D to discuss Project D and
16 Councilmember A's agreement to expedite the project going forward.

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

19 42. Between April 2017 and October 2018, Councilmember A
20 solicited additional financial benefits from Company D, including
21 from defendant CHIANG and Chairman D, in exchange for Councilmember
22 A's additional official acts to benefit Project D. Specifically,
23 defendant CHIANG and Chairman D agreed to facilitate a trip to China
24 for Councilmember A and Councilmember A's family that was funded, at
25 least in part, by defendant CHIANG and/or Chairman D, committed
26 \$100,000 to benefit Relative A-1's campaign for the CD-A seat,
27 provided event tickets and other miscellaneous expenses at
28 Councilmember A's request, in exchange for Councilmember A

1 facilitating the approval of Project D in the City Planning
2 Commission ("CPC"), and approving Project D in the PLUM Committee,
3 and City Council.

4 43. In or around April 2017, at Councilmember A's request,
5 defendant CHIANG organized and coordinated a trip for Councilmember A
6 and Councilmember A's family members to visit Chairman D in China.
7 Defendant CHIANG coordinated and paid approximately \$500 for visa
8 fees, and arranged for transportation for Councilmember A and the
9 family in Hong Kong.

10 44. Between April 15, 2017 and April 23, 2017, Councilmember A
11 and Councilmember A's family visited Chairman D in Hong Kong and
12 China.

13 45. On April 27, 2017, at Councilmember A's request, defendant
14 CHIANG provided concert tickets to Councilmember A worth
15 approximately \$1,572.

16 46. On May 19, 2017, at Councilmember A's request, defendant
17 CHIANG paid approximately \$1,000 for alcohol for a party for
18 Councilmember A's relative.

19 47. On May 21, 2017, City Staffer A-1 requested event tickets
20 from defendant CHIANG for City Staffer A-2, a CD-A staff member, who
21 had been working on Project D. Specifically, City Staffer A-1 wrote:
22 "Also, can we please work on three tickets for lakers? Any game.
23 Want to take care of [City Staffer A-2]. I can let [City Staffer A-
24 2] know u were the one getting him 4 tickets." On May 22, 2017,
25 defendant CHIANG purchased four Lakers tickets for approximately
26 \$630, and subsequently gave the tickets to City Staffer A-1 to
27 provide to City Staffer A-2.

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

4 49. On August 24, 2017, defendant CHIANG asked for
5 Councilmember A's help on Project D. Specifically, defendant CHIANG
6 sent a text message to Councilmember A, writing: "Hi Boss, wanted to
7 give you heads up: [A Company D employee] spoke to chairman [D] and
8 CPC needs to be 9/14/17 otherwise the loan commitment from lender
9 will be lost for the project." The next day, defendant CHIANG again
10 sent a message to Councilmember A, writing: "Hi Boss, we met with
11 planning yesterday and went through the outstanding items for 9/14/17
12 CPC. We would need a motion from your office to direct the TFAR
13 allocation by next week before council recess to make the 9/14/17 CPC
14 hearing."

15 50. On September 1, 2017, at defendant CHIANG's request,
16 Councilmember A presented a written motion in the PLUM committee to
17 benefit Company D, allowing Project D to move forward with its
18 application and approval process before the CPC and City Council.

19 51. On September 1, 2017, Councilmember A wrote to defendant
20 CHIANG in a text message: "We got the motion in today." Defendant
21 CHIANG understood this message to convey that Councilmember A held up
22 Councilmember A's end of the bargain to help Company D in exchange
23 for financial benefits provided by defendant CHIANG and Company D.

24 52. In or around September 2017, Councilmember A used
25 Councilmember A's official position to pressure other officials,
26 including officials in the Planning Department and in Mayor's office,
27 to influence the approval of Project D by the CPC.

1 53. In or around November and December 2017, Councilmember A
2 asked defendant CHIANG to make a commitment on behalf of Company D to
3 contribute \$100,000 to Relative A-1's campaign in exchange for
4 favorable official acts by Councilmember A to benefit Project D.
5 Defendant CHIANG, on behalf of Company D, confirmed Chairman D's
6 commitment of \$100,000 to a Political Action Committee ("PAC"), PAC
7 A, that was created by Councilmember A, among others, to benefit
8 Relative A-1's campaign.

9 54. On December 5, 2017, the PLUM Committee, including
10 Councilmember A, voted "yes" on the approval of Project D.

11 55. On December 12, 2017, the City Council members present at
12 hearing voted to adopt the PLUM Committee report for Project D, which
13 approved the entitlements and allowed Company D to move forward in
14 the City approval process.

15 56. In early 2018, defendant CHIANG provided approximately \$800
16 in cash to City Staffer A-1.

17 57. On January 24, 2018, defendant CHIANG, Chairman D,
18 Individual 1, Councilmember A, and Relative A-1 met for dinner at
19 Chairman D's property in San Gabriel, California. At the dinner,
20 Chairman D pledged Chairman D's commitment and support for Relative
21 A-1's campaign for the CD-A seat.

22 58. On March 9, 2018, Councilmember A submitted a resolution in
23 the PLUM Committee to benefit Company D, allowing Project D to move
24 forward in its approval process.

25 59. On March 20, 2018, the City Council members present at the
26 hearing voted to adopt the Company D resolution submitted by
27 Councilmember A on March 9, 2018.

1 60. On March 29, 2018, defendant CHIANG and Councilmember A met
2 at Councilmember A's residence to discuss Company D's support and the
3 \$100,000 contribution to PAC A to benefit Relative A-1's campaign.

4 61. On March 29, 2018, Councilmember A acknowledged defendant
5 CHIANG's agreement to facilitate a contribution to Relative A-1's
6 campaign, writing in a text message to defendant CHIANG: "Thanks
7 again for all your help."

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

12 63. On April 23, 2018, defendant CHIANG and Councilmember A met
13 at Councilmember A's residence to discuss Councilmember A's continued
14 support for Project D in exchange for Company D's agreement to
15 contribute \$100,000 to the PAC to benefit Relative A-1's campaign.

16 64. On May 18, 2018, defendant CHIANG and Individual 1 met with
17 Councilmember A for breakfast at a restaurant in Boyle Heights.
18 Councilmember A stated that Councilmember A needed a PAC contribution
19 as soon as possible. Councilmember A stated Councilmember A wanted
20 the contribution now so that when Relative A-1 announced the
21 candidacy, Relative A-1 would have money to pour into the campaign
22 and scare everyone else from running against Relative A-1.
23 Councilmember A stated that other developers already contributed in
24 amounts of \$50,000, \$100,000, and \$200,000.

25 65. On June 12, 2018, the City Council, including Councilmember
26 A, voted to approve the Development Agreement for Project D. The
27 same day, Councilmember A wrote to defendant CHIANG in a text
28 message: "Da [Development Agreement] for [Company D] just passed

1 council today. Does that mean project has been fully entitled? Is
2 that our last vote?"

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

6 67. On July 30, 2018, the ordinance authorizing the execution
7 of the Development Agreement for Project D went into effect. The
8 same day, Councilmember A wrote to defendant CHIANG in a text
9 message: "any news on when [Chairman D] is coming in to town? Hoping
10 to catch dinner with [Chairman D] and talk about [Relative A-1's]
11 campaign." Defendant CHIANG responded: "Hi Boss, [Individual 1] is
12 working on it. I let you know after I see [Individual 1] in office
13 tomorrow."

14 68. On October 8, 2018, Councilmember A followed up regarding
15 Company D, writing to defendant CHIANG in a text message: "Hey GEORGE
16 [CHIANG]... have time to meet soon to tie up some loose ends re the
17 [Company D] project?" Defendant CHIANG understood Councilmember A to
18 be referencing the \$100,000 commitment to the PAC to benefit Relative
19 A-1's campaign, which was in exchange for Councilmember A's help with
20 Project D.

21 69. On October 16, 2018, defendant CHIANG and Councilmember A
22 met at Councilmember A's residence and discussed Company D's
23 agreement to contribute to the PAC to benefit Relative A-1's
24 campaign, as promised, in exchange for Councilmember A taking
25 multiple official acts to benefit Project D.

26 d) Financial Benefits to Individual 1 in Exchange for
27 Official Acts

28 70. Between January 2017 and June 2017, defendant CHIANG and
DEFT. INITIALS G.C.

1 Individual 1 agreed that Individual 1 would assist defendant CHIANG
2 and Project D in exchange for future payments to Individual 1.
3 Specifically, Individual 1 agreed to perform and did perform official
4 acts in the capacity of Deputy Mayor of Economic Development to
5 benefit Project D. In addition, starting in January 2017, while
6 Individual 1 was still Deputy Mayor, Individual 1 prepared an action
7 item list for Project D on a weekly basis, led project meetings, and
8 assigned tasks to defendant CHIANG and others to move the project
9 forward. In exchange, defendant CHIANG agreed to share the lucrative
10 consulting fee and bonus payments from Company D with Individual 1.

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

27 72. On January 13, 2017, defendant CHIANG, Individual 1, and
28 Individual 1's relative communicated via group text messages

1 regarding Synergy taking control of the City approval process for
2 Project D. Defendant CHIANG wrote: "Hi Dailo [brother], met with
3 chairman [D] again today. [Chairman D] had already instructed us to
4 move forward on the project. I need to spend some time and lay
5 everything out. So I need to skip training tomorrow to put my
6 thoughts into context and send it to you and [Individual 1's
7 relative]. Also, my retainer has been confirmed verbally so I need
8 [Individual 1's relative] to modify it on paper for signature. Thank
9 you!" Individual 1 responded: "No problem. We should meet after you
10 put your thoughts together."

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

19 74. On February 3, 2017, defendant CHIANG sent a text message
20 to Individual 1, writing: "Meeting with chairman [D] was good report
21 to you tomorrow. Thank you!"

22 75. On February 8, 2017, Individual 1, using Individual 1's
23 power and influence as the Deputy Mayor, coordinated a meeting
24 between a Planning Department official and representatives of Company
25 D, including defendant CHIANG and Chairman D.

26 76. On or around March 13, 2017, Individual 1 used Individual
27 1's official position as the Deputy Mayor to pressure subordinate
28 City officials to take favorable official actions on Project D.

1 Specifically, on March 13, 2017, Individual 1 sent a group text
2 message to defendant CHIANG, Individual 1's relative, and Synergy
3 Consultant: "Hi [Synergy Consultant], talked to [Fire Department
4 Official] about travel distance and tract map. He still help. Make
5 sure we pay expedite for the the fire review of three tract map.
6 [...] Still wait for [Transportation Department Official] to call
7 back." Defendant CHIANG responded: "Thank you Dailo [brother]!"
8 Synergy Consultant responded: "You are the greatest...I will call
9 [Fire Department Official] first."

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

20 78. On March 28, 2017, Company D paid Synergy a monthly
21 retainer fee of \$35,000 by check.

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

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

27 81. Consistent with his agreement to share the bonus payment
28 with Individual 1, defendant CHIANG asked Individual 1 if Individual
DEFT. INITIALS G.C.

1 1 wanted Individual 1's share of the first bonus payment in check
2 form. Individual 1 told defendant CHIANG to wait until later and
3 that Individual 1 preferred getting a bigger check at a later date.

4 82. On or around June 22, 2017, in a telephone call, Individual
5 1 asked defendant CHIANG "when are you going to . . . get the cash
6 for me for the 20 grand?" Defendant CHIANG responded, "I got it
7 sitting in the car," referring to \$20,000 cash. Individual 1 then
8 instructed defendant CHIANG to "just keep it there for now."

9 83. In early 2017, Individual 1 explained to defendant CHIANG
10 that the Mayor's office had influence over CPC and the CPC
11 commissioners. Defendant CHIANG understood that as Deputy Mayor,
12 Individual 1 had influence over the CPC and that Individual 1 knew
13 how to influence the CPC's approval of Project D.

14 84. On or around August 3, 2017, defendant CHIANG, Individual
15 1, and City Staffer D, a senior City official working for
16 Councilmember D, met at Individual 1 and defendant CHIANG's office to
17 discuss Project D. Individual 1 asked City Staffer D to speak to
18 Mayor staffer 1 to ask Mayor staffer 1 to put pressure on the CPC to
19 approve Project D. City Staffer D agreed to do so.

20 85. On or about August 8, 2017, Individual 1 had a meeting with
21 City Staffer D's relative in downtown Los Angeles at the office of
22 CCC Investment. At the meeting, Individual 1 and City Staffer D's
23 relative discussed an arrangement for a consulting agreement.

24 86. On or about August 29, 2017, at Individual 1's request,
25 defendant CHIANG executed a consulting agreement between CCC
26 Investment and City Staffer D's relative. The consulting agreement
27 provided for compensation of \$1,000 per month, effective September 1,
28 2017, for four consecutive months. At Individual 1's request,

1 between October 2017 and December 2017, CCC Investment ultimately
2 paid City Staffer D's relative approximately \$2,000 for "consulting
3 services."

4 87. On September 14, 2017, Individual 1 confirmed that
5 Individual 1 influenced Company D's CPC approval and that Individual
6 1 expected a second bonus payment from Company D, in the form of a
7 portion of defendant CHIANG's bonus, for reaching the second CPC
8 hearing milestone. Specifically, after the CPC approval, Individual
9 1 sent a text message to Individual 1's relative, writing: "CPC
10 approved [Project D]! We are moving on to PLUM." Individual 1's
11 relative responded: "Good news for milestones." Individual 1 then
12 wrote: "[Mayor official 1] and [Mayor official 2] talked to the
13 commissioners. [City Staffer D] asked [Mayor staffer 1]. You know
14 who asked [City Staffer D]." Individual 1's relative responded:
15 "Congrats!" Individual 1 answered: "To all of us! Still waiting for
16 the 2nd payment."

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

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

24 90. Between January 2017 and December 2017, Company D paid
25 Synergy approximately \$772,536 in consulting fees and bonuses for its
26 work on Project D. During that time period, Synergy paid Individual
27 1's company \$93,939.97, and Individual 1's relative \$19,000. This
28 approximately \$112,000 paid by defendant CHIANG through Synergy

1 indirectly to Individual 1 was in exchange for Individual 1's actions
2 in shepherding Project D through the various City approval processes
3 while Individual 1 was Deputy Mayor.