

1 ANDRÉ BIROTTE JR.
United States Attorney
2 ROBERT E. DUGDALE
Assistant United States Attorney
3 Chief, Criminal Division
JOSEPH N. AKROTIRIANAKIS (Cal. Bar No. 197971)
4 Assistant United States Attorney
Public Corruption & Civil Rights Section
5 1300 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 894-2467
7 Facsimile: (213) 894-6436
Email: joseph.akrotirianakis@usdoj.gov
8
9 Attorneys for Plaintiff
UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12
13 UNITED STATES OF AMERICA,) No.
)
14 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
) JOHN TRAN
15 v.)
)
16 JOHN TRAN,)
)
17 Defendant.)
)
18)

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

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:
27 a) Give up the right to indictment by a grand jury and,
28 at the earliest opportunity requested by the USAO and provided by

1 the Court, appear and plead guilty to a one-count information in
2 the form attached to this agreement as Exhibit A or a
3 substantially similar form.

4 b) Not contest facts agreed to in this agreement and
5 the Stipulated Statement of Factual Basis attached to this
6 agreement as Exhibit B.

7 c) Abide by all agreements regarding sentencing factors
8 contained in this agreement.

9 d) Appear for all court appearances, surrender as
10 ordered for service of sentence, obey all conditions of any bond,
11 and obey any other ongoing court order in this matter.

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

16 f) Be truthful at all times with Pretrial Services, the
17 United States Probation Office, and the Court.

18 g) Pay the applicable special assessment at or before
19 the time of sentencing unless defendant lacks the ability to pay
20 and submits a completed financial statement (form OBD-500) to the
21 USAO prior to sentencing.

22 h) Make restitution at or before the time of
23 sentencing, and not seek the discharge of any restitution
24 obligation, in whole or in part, in any present or future
25 bankruptcy proceeding.

26 i) Allow funds previously seized in connection with
27 this matter in the amount of \$35,000 to be applied by the Court
28 to pay, in order of application, any restitution, special

1 assessment, criminal fines, and costs that defendant is required
2 to pay, and execute papers as necessary to accomplish this
3 application.

4 THE USAO'S OBLIGATIONS

5 3. The USAO agrees:

6 a) Not to contest facts agreed to in this agreement.

7 b) To abide by all agreements regarding sentencing
8 factors contained in this agreement.

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

16 d) Except for criminal tax violations (including
17 conspiracy to commit such violations chargeable under 18 U.S.C.
18 § 371), not to prosecute defendant further for violations of 18
19 U.S.C. § 1951(a)(1) (Extortion Under Color of Official Right); 18
20 U.S.C. § 1512(b)(1) (Attempted Witness Tampering by Corrupt
21 Persuasion); or 18 U.S.C. § 1001(a)(2) (False Statements to
22 Government Agency) arising out of defendant's conduct described
23 in the Statement of Stipulated Factual Basis attached hereto as
24 Exhibit B. Defendant understands that the USAO is free to
25 prosecute defendant criminally for any other unlawful past
26 conduct or any unlawful conduct that occurs after the date of
27 this agreement. Defendant agrees that at the time of sentencing
28 the Court may consider the uncharged conduct in determining the

1 applicable Sentencing Guidelines range, the propriety and extent
2 of any departure from that range, and the sentence to be imposed
3 after consideration of the Sentencing Guidelines and all other
4 relevant factors under 18 U.S.C. § 3553(a).

5 e) Recommend that defendant be sentenced to a term of
6 imprisonment no higher than the low end of the applicable
7 Sentencing Guidelines range, provided that the offense level used
8 by the Court to determine that range is 21 or higher and provided
9 that the Court does not depart downward in offense level or
10 criminal history category. For purposes of this agreement, the
11 low end of the Sentencing Guidelines range is that defined by the
12 Sentencing Table in U.S.S.G. Chapter 5, Part A.

13 NATURE OF THE OFFENSE

14 4. In order for defendant to be guilty of count one, which
15 charges a violation of Title 18, United States Code, Section
16 666(a)(1)(B), the following must be true: (1) defendant was an
17 agent of a state or local government, or any agency of that
18 government; (2) defendant solicited, demanded, accepted or
19 agreed to accept anything of value from another person; (3)
20 defendant did so corruptly with the intent to be influenced or
21 rewarded in connection with some business, transaction, or series
22 of transactions of the state or local government, or agency of
23 that government; (4) this business, transaction, or series of
24 transactions involved any thing of a value of \$5,000 or more; and
25 (5) the state or local government, or agency of that government,
26 in a one year period, received benefits of more than \$10,000
27 under any federal program involving a grant or other assistance.
28 Defendant admits that defendant is, in fact, guilty of this

1 offense as described in count one of the information.

2 PENALTIES AND RESTITUTION

3 5. The statutory maximum sentence that the Court can
4 impose for a violation of Title 18, United States Code, Section
5 666(a)(1)(B), is: 10 years imprisonment; a three-year period of
6 supervised release; a fine of \$250,000 or twice the gross gain or
7 gross loss resulting from the offense, whichever is greatest; and
8 a mandatory special assessment of \$100.

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

19 7. Defendant understands that, by pleading guilty,
20 defendant may be giving up valuable government benefits and
21 valuable civic rights, such as the right to vote, the right to
22 possess a firearm, the right to hold office, and the right to
23 serve on a jury. Defendant understands that once the court
24 accepts defendant's guilty plea, it will be a federal felony for
25 defendant to possess a firearm or ammunition. Defendant
26 understands that the conviction in this case may also subject
27 defendant to various other collateral consequences, including but
28 not limited to revocation of probation, parole, or supervised

1 release in another case and suspension or revocation of a
2 professional license. Defendant understands that unanticipated
3 collateral consequences will not serve as grounds to withdraw
4 defendant's guilty plea.

5 8. Defendant understands that, if defendant is not a
6 United States citizen, the felony conviction in this case may
7 subject defendant to removal, also known as deportation, which
8 may, under some circumstances, be mandatory. The court cannot,
9 and defendant's attorney also may not be able to, advise
10 defendant fully regarding the immigration consequences of the
11 felony conviction in this case. Defendant understands that by
12 entering a guilty plea defendant waives any claim that unexpected
13 immigration consequences may render defendant's guilty plea
14 invalid.

15 9. Defendant understands that defendant will be required to
16 pay full restitution to the victim(s) of the offense. Defendant
17 agrees that, in return for the USAO's compliance with its
18 obligations under this agreement, the amount of restitution is
19 not restricted to the amounts alleged in the count to which
20 defendant is pleading guilty and may include losses arising from
21 counts dismissed and charges not prosecuted pursuant to this
22 agreement as well as all relevant conduct in connection with
23 those counts and charges. The parties currently believe that the
24 applicable amount of restitution is approximately \$38,000.00, but
25 recognize and agree that this amount could change based on facts
26 that come to the attention of the parties prior to sentencing.

27 FACTUAL BASIS

28 10. Defendant and the USAO agree to the Statement of

1 Stipulated Factual Basis attached hereto as Exhibit B. Defendant
2 and the USAO agree that this Statement of Stipulated Factual
3 Basis is sufficient to support a plea of guilty to the charge
4 described in this agreement and to establish any agreed upon
5 Sentencing Guidelines, but is not meant to be a complete
6 recitation of all facts relevant to the underlying criminal
7 conduct or all facts known to either party that relate to that
8 conduct.

9 SENTENCING FACTORS

10 11. Defendant understands that in determining defendant's
11 sentence the Court is required to consider the factors set forth
12 in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence
13 and sentencing range established under the Sentencing Guidelines.
14 Defendant understands that the Sentencing Guidelines are advisory
15 only, that defendant cannot have any expectation of receiving a
16 sentence within the Sentencing Guidelines range, and that after
17 considering the Sentencing Guidelines and the other § 3553(a)
18 factors, the Court will be free to exercise its discretion to
19 impose any sentence it finds appropriate up to the maximum set by
20 statute for the crime of conviction.

21 12. Defendant and the USAO agree to the following
22 applicable Sentencing Guidelines factors:

23 Base Offense Level : 14 [U.S.S.G. § 2C1.1(a)(1)]

24 Defendant and the USAO reserve the right to argue that additional
25 specific offense characteristics, adjustments, and departures
26 under the Sentencing Guidelines are appropriate. The parties
27 agree, however, that the two-level enhancement under U.S.S.G.
28 § 2C1.1(b)(1) does not apply, given the parties' view that the

1 bribe payments described in the attached Statement of Stipulated
2 Factual Basis "constitute a single incident of bribery" within
3 the meaning of Application Note 2 to U.S.S.G. § 2C1.1. The
4 parties also agree that the number of levels by which defendant's
5 base offense level should be increased under U.S.S.G.
6 § 2C1.1(b) (2) is at least 4, but not more than 6.

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

9 14. Defendant and the USAO each reserve the right to argue
10 for a sentence outside the sentencing range established by the
11 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
12 § 3553(a) (1), (a) (2), (a) (3), (a) (6), and (a) (7).

13 WAIVER OF CONSTITUTIONAL RIGHTS

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

16 a) The right to persist in a plea of not guilty.

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

18 c) The right to the assistance of an attorney at trial,
19 including the right to have the Court appoint an attorney to
20 represent defendant at trial. Defendant understands, however,
21 that, despite defendant's guilty plea, defendant retains the
22 right to be represented by an attorney -- and, if necessary, to
23 have the Court appoint an attorney if defendant cannot afford one
24 -- at every other stage of the proceeding.

25 d) The right to be presumed innocent and to have the
26 burden of proof placed on the government to prove defendant
27 guilty beyond a reasonable doubt.

28 e) The right to confront and cross-examine witnesses

1 against defendant.

2 f) The right to testify on defendant's own behalf and
3 present evidence in opposition to the charges, including calling
4 witnesses and subpoenaing those witnesses to testify.

5 g) The right not to be compelled to testify, and, if
6 defendant chose not to testify or present evidence, to have that
7 choice not be used against defendant.

8 h) Any and all rights to pursue any affirmative
9 defenses, Fourth Amendment or Fifth Amendment claims, and other
10 pretrial motions that have been filed or could be filed.

11 16. Having been fully advised by defendant's attorney
12 regarding application of the statute of limitations to the
13 offenses to which defendant is pleading guilty, defendant hereby
14 knowingly, voluntarily, and intelligently waives, relinquishes,
15 and gives up: (a) any right that defendant might have not to be
16 prosecuted for the offenses to which defendant is pleading guilty
17 because of the expiration of the statute of limitations for those
18 offenses prior to the filing of the information alleging those
19 offenses; and (b) any defense, claim, or argument defendant could
20 raise or assert that prosecution of the offenses to which
21 defendant is pleading guilty is barred by the expiration of the
22 applicable statute of limitations, pre-indictment delay, or any
23 speedy trial violation.

24 WAIVER OF DNA TESTING

25 17. Defendant has been advised that the government has in
26 its possession the following items of physical evidence that
27 could be subjected to DNA testing:

28 \$35,000 in United States currency

1 Defendant understands that the government does not intend to
2 conduct DNA testing of these items. Defendant understands: (a)
3 before entering a guilty plea pursuant to this agreement,
4 defendant could request DNA testing of evidence in this case; and
5 (b) with respect to the offense to which defendant is pleading
6 guilty pursuant to this agreement, defendant would have the right
7 to request DNA testing of evidence after conviction under the
8 conditions specified in 18 U.S.C. § 3600. Knowing and
9 understanding defendant's right to request DNA testing, defendant
10 voluntarily gives up that right with respect to both the specific
11 items listed above and any other items of evidence there may be
12 in this case that might be subject to DNA testing. Defendant
13 understands that by giving up this right: (a) defendant is giving
14 up any ability to request DNA testing of evidence in this case in
15 the current proceeding, in any proceeding after conviction under
16 18 U.S.C. § 3600, and in any other proceeding of any type; and
17 (b) defendant will never have another opportunity to have the
18 evidence in this case, whether or not listed above, submitted for
19 DNA testing, and will never have an opportunity to employ the
20 results of DNA testing to support a claim that defendant is
21 innocent of the offense to which defendant is pleading guilty.

22 WAIVER OF APPEAL OF CONVICTION

23 18. Defendant understands that, with the exception of an
24 appeal based on a claim that defendant's guilty plea was
25 involuntary, by pleading guilty defendant is waiving and giving
26 up any right to appeal defendant's conviction on the offense to
27 which defendant is pleading guilty.

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1 agreement was involuntary, then (a) the USAO will be relieved of
2 all of its obligations under this agreement; and (b) should the
3 USAO choose to pursue any charge that was either dismissed or not
4 filed as a result of this agreement, then (i) any applicable
5 statute of limitations will be tolled between the date of
6 defendant's signing of this agreement and the filing commencing
7 any such action; and (ii) defendant waives and gives up all
8 defenses based on the statute of limitations, any claim of pre-
9 indictment delay, or any speedy trial claim with respect to any
10 such action, except to the extent that such defenses existed as
11 of the date of defendant's signing this agreement.

12 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

13 23. Defendant agrees that if the count of conviction is
14 vacated, reversed, or set aside, or any enhancement imposed by
15 the Court to which the parties stipulated in this agreement is
16 vacated or set aside, both the USAO and defendant will be
17 released from all their obligations under this agreement.

18 EFFECTIVE DATE OF AGREEMENT

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

22 BREACH OF AGREEMENT

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

1 defendant's obligations are material, a single breach of this
2 agreement is sufficient for the USAO to declare a breach, and
3 defendant shall not be deemed to have cured a breach without the
4 express agreement of the USAO in writing. If the USAO declares
5 this agreement breached, and the Court finds such a breach to
6 have occurred, then: (a) if defendant has previously entered a
7 guilty plea pursuant to this agreement, defendant will not be
8 able to withdraw the guilty plea, and (b) the USAO will be
9 relieved of all its obligations under this agreement.

10 26. Following the Court's finding of a knowing breach of
11 this agreement by defendant, should the USAO choose to pursue any
12 charge that was either dismissed or not filed as a result of this
13 agreement, then:

14 a) Defendant agrees that any applicable statute of
15 limitations is tolled between the date of defendant's signing of
16 this agreement and the filing commencing any such action.

17 b) Defendant waives and gives up all defenses based
18 on the statute of limitations, any claim of pre-indictment delay,
19 or any speedy trial claim with respect to any such action, except
20 to the extent that such defenses existed as of the date of
21 defendant's signing this agreement.

22 c) Defendant agrees that: (i) any statements made by
23 defendant, under oath, at the guilty plea hearing (if such a
24 hearing occurred prior to the breach); (ii) the agreed to factual
25 basis statement in this agreement; and (iii) any evidence derived
26 from such statements, shall be admissible against defendant in
27 any such action against defendant, and defendant waives and gives
28 up any claim under the United States Constitution, any statute,

1 Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the
2 Federal Rules of Criminal Procedure, or any other federal rule,
3 that the statements or any evidence derived from the statements
4 should be suppressed or are inadmissible.

5 COURT AND PROBATION OFFICE NOT PARTIES

6 27. Defendant understands that the Court and the United
7 States Probation Office are not parties to this agreement and
8 need not accept any of the USAO's sentencing recommendations or
9 the parties' agreements to facts or sentencing factors.

10 28. Defendant understands that both defendant and the USAO
11 are free to: (a) supplement the facts by supplying relevant
12 information to the United States Probation Office and the Court,
13 (b) correct any and all factual misstatements relating to the
14 Court's Sentencing Guidelines calculations, and (c) argue on any
15 appeal and collateral review that the Court's Sentencing
16 Guidelines calculations are not error, although each party agrees
17 to maintain its view that any agreed upon sentencing factors are
18 consistent with the facts of this case. While this paragraph
19 permits both the USAO and defendant to submit full and complete
20 factual information to the United States Probation Office and the
21 Court, even if that factual information may be viewed as
22 inconsistent with the facts agreed to in this agreement, this
23 paragraph does not affect defendant's and the USAO's obligations
24 not to contest the facts agreed to in this agreement.

25 29. Defendant understands that even if the Court ignores
26 any sentencing recommendation, finds facts or reaches conclusions
27 different from those agreed to, and/or imposes any sentence up to
28 the maximum established by statute, defendant cannot, for that

1 reason, withdraw defendant's guilty plea, and defendant will
2 remain bound to fulfill all defendant's obligations under this
3 agreement. Defendant understands that no one -- not the
4 prosecutor, defendant's attorney, or the Court -- can make a
5 binding prediction or promise regarding the sentence defendant
6 will receive, except that it will be within the statutory
7 maximum.

8 NO ADDITIONAL AGREEMENTS

9 30. Defendant understands that, except as set forth herein,
10 there are no promises, understandings, or agreements between the
11 USAO and defendant or defendant's attorney, and that no
12 additional promise, understanding, or agreement may be entered
13 into unless in a writing signed by all parties or on the record
14 in court.

15 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

16 31. The parties agree that this agreement will be

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1 considered part of the record of defendant's guilty plea hearing
2 as if the entire agreement had been read into the record of the
3 proceeding.

4 AGREED AND ACCEPTED

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

7 ANDRÉ BIROTTE JR.
8 United States Attorney

9 _____ Date _____
10 JOSEPH N. AKROTIRIANAKIS
11 Assistant United States Attorney

12 _____ Date _____
13 JOHN TRAN
14 Defendant

15 _____ Date _____
16 MICHAEL ZWEIBACK
17 Attorney for Defendant
18 JOHN TRAN

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CERTIFICATION OF DEFENDANT

I am fluent in the English language. 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.

JOHN TRAN
Defendant

Date

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,) No.
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) I N F O R M A T I O N
))
) [18 U.S.C. § 666(a)(1)(B):
) Bribery Concerning Programs
JOHN TRAN,) Receiving Federal Funds]
))
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))

The United States Attorney charges:

[18 U.S.C. § 666(a)(1)(B)]

1. At all times relevant to this information:

a. The City of Rosemead was located in Los Angeles County, within the Central District of California, and was a local government that received federal assistance in excess of \$10,000 during the one-year period beginning August 3, 2006, and ending August 3, 2007.

b. The City of Rosemead's policy-making and legislative authority was vested in a governing city council consisting of the mayor and four other members, all elected on a non-partisan basis.

1 c. Members of the Rosemead City Council served four-
2 year terms, with two members elected every two years and three
3 members elected in the subsequent two-year period. The mayor was
4 elected by the City Council. Defendant JOHN TRAN ("TRAN") was
5 elected to the City Council in 2005 and was Mayor of Rosemead
6 from 2007 to 2009.

7 d. The Rosemead City Council appointed the city
8 manager, who in turn appointed the heads of the city's various
9 departments. The City Council also appointed the City Clerk,
10 City Attorney, City Treasurer and commissioners of the Planning
11 and the Traffic Commissions.

12 e. The Rosemead City Council also acted as the
13 Rosemead Community Development Commission and the Rosemead
14 Housing Development Commission.

15 2. Beginning on a date unknown and continuing until on or
16 about August 3, 2007, in Los Angeles County, within the Central
17 District of California, and elsewhere, defendant TRAN corruptly
18 solicited, demanded, accepted, and agreed to accept from a person
19 things of value, namely, cash payments, intending to be
20 influenced and rewarded in connection with the business, a

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1 transaction, and a series of transactions of the City of Rosemead
2 involving a thing of value of \$5,000 or more.

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ANDRÉ BIROTTE JR.
United States Attorney

ROBERT E. DUGDALE
Assistant United States Attorney
Chief, Criminal Division

LAWRENCE S. MIDDLETON
Assistant United States Attorney
Chief, Public Corruption & Civil
Rights Section

JOSEPH N. AKROTIRIANAKIS
Assistant United States Attorney
Public Corruption & Civil Rights
Section

1 STATEMENT OF STIPULATED FACTUAL BASIS

2 Facts Relevant to Federal Jurisdiction

3 1. The City of Rosemead ("the City") was incorporated on
4 August 4, 1959, and is located in Los Angeles County,
5 approximately nine miles east of the City of Los Angeles. The
6 City's policy-making and legislative authority are vested in a
7 governing council consisting of the mayor and four other members,
8 all elected on a non-partisan basis. The City Council appoints
9 the government's manager, who in turn appoints the heads of
10 various departments. The City Council also appoints the City
11 Clerk, City Attorney, and commissioners to the Planning and the
12 Traffic Commissions. The Council also acts as the Rosemead
13 Community Development Commission and the Rosemead Housing
14 Development Commission.

15 2. Members of the Rosemead City Council serve four-year
16 terms, with two members elected every two years and three members
17 elected in the subsequent two-year period. The mayor is elected
18 by councilmembers for a one-year term. Defendant John Tran
19 ("defendant") was elected to the Rosemead City Council in 2005
20 and was the mayor from 2007 to 2009.

21 3. The City's fiscal year is from July 1 through June 30.
22 Defendant does not dispute that, at trial, the government would
23 be able to prove beyond a reasonable doubt that:

24 (a) In every year from 2005 through 2010, inclusive,
25 the City received federal grant funds from the United States
26 Department of Housing and Urban Development ("HUD");

27 (b) Throughout each such year, the City would draw HUD
28 funds from an allocation; and

1 (c) In the following years, the City drew the following
2 amounts from allocated HUD funds:

3 <u>Plan Year</u>	<u>Funded Amount</u>	<u>Drawn Amount</u>
4 2005	\$1,224,043.93	\$1,224,043.93
5 2006	\$1,193,152.46	\$1,193,152.46
6 2007	\$2,575,506.68	\$2,575,506.68
7 2008	\$2,418,554.72	\$2,418,554.72
8 2009	\$2,581,959.93	\$2,243,024.32
9 2010	\$3,188,715.63	\$1,516,654.89

10 B. The Bribery Scheme

11 1. The FBI received information that a confidential
12 informant ("CI") had, at defendant's request, provided monetary
13 payments to defendant when defendant was a member of the Rosemead
14 City Council, in exchange for defendant's promise to help the CI
15 obtain permits for a development project.

16 2. The CI is a construction contractor who builds and
17 remodels houses. The CI purchases land upon which a building is
18 built, and the CI then either sells or rents the building.

19 3. In or about 2005, the CI purchased a vacant lot located
20 in Rosemead for approximately \$1.1 million, and formed a limited
21 liability company for the purpose of developing the property.
22 The CI had placed a 50% down-payment on the purchase and
23 mortgaged the remainder of the purchase price. The previous
24 owner of the lot had a blueprint to build an office building.
25 The CI's plan was to continue with the development of an office
26 building that could either be sold or rented to a tenant. When
27 the CI went to City Hall to obtain permits to build the office
28 building, the CI encountered defendant. Defendant asked about

1 the purpose of the CI's visit to City Hall, and the CI explained
2 it was to obtain permits. Defendant took the CI into City Hall
3 and introduced himself as a member of the City Council.

4 4. The CI explained to defendant and two other City
5 employees that the CI intended to build an office building on the
6 vacant lot. Defendant and the other two employees suggested that
7 the CI build a mixed-use (i.e., business and residential)
8 building instead. They also recommended that the CI purchase the
9 lot adjacent to the CI's vacant lot if the CI wanted to do a
10 mixed-use project. (The CI purchased the adjacent lot for
11 approximately \$700,000.)

12 5. In or about 2005, defendant began making periodic
13 visits to the CI's office to request money. Defendant initially
14 requested to "borrow" \$3,000, and stated that he had assisted the
15 CI with the project. The CI drove to the Bank of the West,
16 located at the intersection of Valley Boulevard and Rosemead
17 Boulevard, obtained \$3,000 in cash, and gave the cash to
18 defendant.

19 6. Between 2005 and 2007, the CI made a series of payments
20 to defendant. The CI's payments to defendant included a cash
21 payment in the amount of \$2,000, on or about August 22, 2005, a
22 cash payment in the amount of \$2,000, on or about December 27,
23 2005, and a cash payment in the amount of \$3,000, on or about
24 October 24, 2006.

25 7. On or about August 2, 2007, defendant visited the CI's
26 business. When he arrived, defendant checked the office for
27 recording devices. The CI asked why defendant had not done
28 anything in exchange for the money the CI had given him.

1 Defendant responded that he done "this" for the CI, and handed
2 the CI two City documents that referenced the CI's mixed-use
3 project. The first document was a Rosemead Community Development
4 Commission Staff Report dated April 10, 2007. The document
5 indicated that there were several mixed-use development projects
6 in the preliminary phases of the City's entitlement process and
7 thereafter listed five major mixed-use projects in the City,
8 including the CI's project. The second document was a letter
9 from the City addressed to the CI. The letter provided that the
10 Rosemead Community Development Commission provided preliminary
11 design approval for the CI's mixed-use project during the
12 Commission's April 10, 2007 meeting. The letter further provided
13 that the City could now proceed to the next step in the
14 entitlement process and listed three additional applications and
15 their respective fees. The letter was signed by the Deputy City
16 Manager, the Planning Services Administrator, and the
17 Redevelopment Administrator. Upon receipt of the documents, the
18 CI believed that the City would approve the mixed-use project.

19 8. During the same visit, defendant also asked the CI for
20 additional money. The CI directed defendant to the CI's business
21 partner, to pick up \$3,200. On the same day, defendant obtained
22 a check in the amount of \$3,200 from the CI's business partner.
23 The check was made payable to "Cash."

24 9. During the time that the CI made payments to defendant,
25 the CI's planning and building proofs were pending approval
26 before the City. Defendant occasionally informed the CI that the
27 CI's project was "there," and that he was "not going anywhere."
28 Based on the CI's conversations with defendant, the CI believed

1 that the CI would have to accede to defendant's bribe demands if
2 the CI wanted the project approved, and that the CI's project
3 would not be approved if the CI refused to pay defendant.

4 10. In or about August 2007, the CI told defendant that
5 he/she was unwilling to pay him any additional monies.

6 11. In 2009, after two recounts, defendant lost his City
7 Council re-election bid by a single vote. The City had never
8 approved the CI's mixed-use project.

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