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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. JUSTIN JANGWOO KIM, Defendant.	No. CR 20CR00154 COOPERATION PLEA AGREEMENT FOR DEFENDANT JUSTIN JANGWOO KIM

1. This constitutes the plea agreement between JUSTIN JANGOO KIM ("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:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a one-count information in the form attached to this agreement as Exhibit 1 or a substantially similar form, which charges defendant with Federal Program Bribery, in violation of 18 U.S.C. §§ 666(a)(2), 2(a).

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

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

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

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

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

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

3. Defendant further agrees to cooperate fully with the USAO, the Federal Bureau of Investigation ("FBI"), and, as directed by the USAO, any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authority. This 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 March 19, 2019 (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

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

6. The USAO further agrees:

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

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

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

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

DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

7. Defendant understands the following:

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

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

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

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

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

e. The USAO's determination whether defendant has provided substantial assistance will not depend in any way on whether the government prevails at any trial or court hearing in which defendant testifies or in which the government otherwise presents information resulting from defendant's cooperation.

NATURE OF THE OFFENSES

8. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, Federal Program Bribery, in violation of 18 U.S.C. §§ 666(a)(2), 2(a), the following must be true: (1) Councilmember A was an agent of a local government; (2) defendant corruptly gave, offered, or agreed to give anything of value to Councilmember A; (3) defendant intended to influence or reward Councilmember A in connection with any business, transaction, or series of transactions of the local government involving anything of value of $5,000 or more; and (4) the local government received, in any one-year period, benefits in excess of $10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of Federal assistance.

PENALTIES

9. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 666(a)(2), is: 10 years' imprisonment; a 3-year period of supervised release; a fine of $250,000 or twice the gross gain or gross loss resulting from

the offense, whichever is greatest; and a mandatory special assessment of $100.

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

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

FACTUAL BASIS

12. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts attached hereto as

Attachment A and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 14 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts 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. § 2C1.1(a)(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.

WAIVER OF APPEAL OF CONVICTION

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

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19. Defendant agrees that, provided the Court imposes a total term of imprisonment of no more than 57 months, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Order 18-10 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

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

RESULT OF WITHDRAWAL OF GUILTY PLEA

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

EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

23. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of

defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. For example, if defendant knowingly, in an interview, before a grand jury, or at trial, falsely accuses another person of criminal conduct or falsely minimizes defendant's own role, or the role of another, in criminal conduct, defendant will have breached this agreement. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then:

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

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

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

d. In any investigation, criminal prosecution, or civil, administrative, or regulatory action: (i) defendant will not assert,

and hereby waives and gives up, any claim that any Cooperation Information was obtained in violation of the Fifth Amendment privilege against compelled self-incrimination; and (ii) defendant agrees that any Cooperation Information and any Plea Information, as well as any evidence derived from any Cooperation Information or any Plea Information, shall be admissible against defendant, and defendant will not assert, and hereby waives and gives up, any claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that any Cooperation Information, any Plea Information, or any evidence derived from any Cooperation Information or any Plea Information should be suppressed or is inadmissible.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES OFFICE NOT PARTIES

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

25. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to

maintain its view that the calculations in paragraph 14 are consistent with the facts of this case. This paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the Factual Basis agreed to in this agreement.

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

NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

NICOLA T. HANNA
United States Attorney

Veronica Dragalin — 3/18/2020

MACK E. JENKINS
VERONICA DRAGALIN
Assistant United States Attorneys — Date

3/16/2020

JUSTIN KIM
Defendant — Date

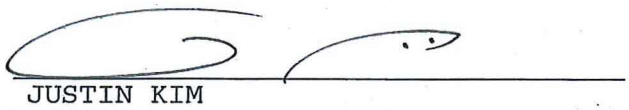
David Vaughn — MARCH 16, 2020

DAVID VAUGHN
Attorney for Defendant
JUSTIN KIM — 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.



JUSTIN KIM
Defendant

3/16/2020
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

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

forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

DAVID VAUGHN
Attorney for Defendant
JUSTIN KIM

MARCH 16, 2020
Date

ATTACHMENT A

FACTUAL BASIS

1. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

A. Defendant JUSTIN KIM's Role in CD-A

2. Defendant JUSTIN KIM ("KIM") was a real estate appraiser, consultant, and fundraiser in the City of Los Angeles (the "City"). The City government received more than $10,000 per fiscal year in funds from the United States in the form of grants, contracts, subsidies, loans, guarantees, insurance, and other forms of federal assistance. Defendant KIM was one of the top fundraisers for Councilmember A who was the City councilmember for Council District A ("CD-A"). Defendant KIM was motivated to be one of Councilmember A's top fundraisers in order to, at least in part, gain and maintain access to real estate and business opportunities in CD-A.

3. Beginning in early 2017, defendant KIM also was a close political ally of City Staffer A-1, Councilmember A's staff member and an employee of the City. Defendant KIM and City Staffer A-1 strategized ways to protect Councilmember A to ensure Councilmember A's power and relevance within the City, including repeatedly discussing being loyal to Councilmember A, because, at least in part, it meant securing future financial opportunities for defendant KIM and City Staffer A-1. Defendant KIM frequently referred to Councilmember A as defendant KIM's "boss." Defendant KIM supported

Councilmember A's and City Staffer A-1's succession plan that would maintain or increase financial opportunities for at least defendant KIM and City Staffer A-1 after Councilmember A's term as councilmember of CD-A expired. These discussions included plans to support the election of Councilmember A's relative for the CD-A seat, ensuring political control for their allies in CD-A, and developing a bribery scheme in CD-A, discussed further below. On multiple occasions, defendant KIM discussed with City Staffer A-1 the need to ensure Councilmember A's relative was elected for their own political and potential financial benefit and their own twelve-year plan, which was based on Councilmember A's relative succeeding Councilmember A as the councilmember for CD-A.

4. On or around June 22, 2017, defendant KIM met with Councilmember A, City Staffer A-1, and Lobbyist B and discussed establishing two political action committees ("PAC") to raise money for the campaign of Councilmember A's relative. During this meeting, Councilmember A suggested creating a second PAC and having defendant KIM find an associate to serve as the "face" of the PAC to disguise Councilmember A's involvement and the PAC's connection to CD-A.

5. In sum, defendant KIM was motivated to help Councilmember A maintain power in CD-A by getting Councilmember A's relative elected, because, at least in part, defendant KIM would be poised to financially benefit from potential illicit schemes in CD-A. This plan included potentially offering and providing financial benefits in the hopes of receiving favored treatment by Councilmember A and Councilmember A's staff, which would increase business opportunities for defendant KIM.

B. Project C Bribery Scheme

a. The Bribery Agreement and Payment

6. Between August 2016 and July 2017, Developer C, owner of Company C, agreed to provide a $500,000 cash bribe to Councilmember A, through defendant KIM, in exchange for Councilmember A's assistance on Developer C's development project (the "bribery scheme"). Project C was a planned residential complex in CD-A.

7. Developer C, through defendant KIM, initially provided $400,000 in cash that was intended for Councilmember A between February and March 2017. In exchange, Developer C, through defendant KIM and City Staffer A-1, sought to use Councilmember A's influence as the councilmember of CD-A and a member of the Planning and Land Use Management ("PLUM") Committee to cause a labor organization to withdraw or abandon its appeal on Project C, thereby allowing the project to move forward in its City approval process.

8. In the summer of 2016, Labor Organization A filed an appeal requesting to suspend all activity to implement Project C that required City approval until Project C was brought into compliance with the requirements of CEQA [California Environmental Quality Act] by correcting certain deficiencies (the "appeal"). The appeal prevented Project C from progressing through the rest of the City approval processes, including approvals by the PLUM Committee and City Council.

9. On August 8, 2016, Developer C called defendant KIM and asked defendant KIM to obtain Councilmember A's assistance with the appeal, which could ultimately reach the PLUM Committee of which Councilmember A was a member.

10. On August 9, 2016, Developer C sent a copy of the appeal to defendant KIM by e-mail, which defendant KIM then forwarded to City Staffer A-1. On August 10, 2016, City Staffer A-1 confirmed receiving the e-mail.

11. On September 1, 2016, defendant KIM, Councilmember A, City Staffer A-1, and another individual had dinner together and then visited a Korean karaoke establishment in Los Angeles (the "karaoke meeting"). During the karaoke meeting, defendant KIM asked Councilmember A for assistance with the appeal on Project C, and Councilmember A agreed to help. Defendant KIM then called Developer C and asked Developer C to join the karaoke meeting, which Developer C did.

12. On September 2, 2016, defendant KIM and City Staffer A-1 met for lunch in Los Angeles. City Staffer A-1 expressed to defendant KIM that Councilmember A would not help Project C for free and that Councilmember A would require a financial benefit in exchange for help ensuring Project C moved forward through the City approval process.

13. On September 3, 2016, defendant KIM and Developer C met at a bowling alley in Little Tokyo. Defendant KIM conveyed to Developer C the message from Councilmember A and City Staffer A-1, namely that Councilmember A's assistance on Project C would require that Councilmember A receive a financial benefit.

14. On January 17, 2017, defendant KIM, Councilmember A, and Developer C's business associates met at Councilmember A's City Hall office to discuss, among other things, Project C. Shortly before the meeting, City Staffer A-1 sent defendant KIM a series of text messages, writing: "Let's you and I meet with [the] CM [Councilmember

A] after to talk about [Project C][.] Make those ask about ... [Labor Organization A]." Defendant KIM responded: "Yes." During a private portion of the meeting that included only defendant KIM, Councilmember A, and City Staffer A-1, defendant KIM again asked Councilmember A for assistance with the appeal, and Councilmember A responded that Councilmember A could help. Councilmember A stated that Councilmember A wanted defendant KIM to be a major supporter when Councilmember A's relative ran for Councilmember A's seat as the councilmember for CD-A. Defendant KIM understood this to mean that he would have to, among other things, agree to provide or facilitate significant campaign contributions to Councilmember A's relative's future campaign.

15. On January 18, 2017, defendant KIM and City Staffer A-1 met at a coffee shop in Little Tokyo. During this meeting, City Staffer A-1 told defendant KIM that Lobbyist C stated it would cost approximately $1.2 million to $1.4 million to hire a lobbyist to attempt to resolve the appeal and allow Project C to move forward in the City approval process. After this meeting, defendant KIM conveyed the cost of $1.2 million to $1.4 million to Developer C. Developer C made a counteroffer for Councilmember A to resolve the appeal for $500,000 in cash.

16. In approximately February 2017, defendant KIM conveyed Developer C's counteroffer of $500,000 cash to City Staffer A-1. Defendant KIM understood that City Staffer A-1 then conveyed this counteroffer to Councilmember A.

17. Between February 2, 2017 and February 10, 2017, defendant KIM had individual text message conversations with City Staffer A-1

and Developer C, discussing the negotiation of the bribe payment and the amount of the bribe payment from Developer C to Councilmember A.

18. In approximately February 2017, defendant KIM and City Staffer A-1 met at a restaurant in Los Angeles to discuss the bribe payment amount. Defendant KIM and City Staffer A-1 discussed that Developer C agreed to pay $500,000 in cash in exchange for Councilmember A's assistance in resolving the appeal so that Project C could move forward in the City approval process, including approvals by the PLUM Committee and City Council.

19. In approximately February or March 2017, defendant KIM met with Developer C at a commercial building in Los Angeles and received a paper bag from Developer C containing $400,000 in cash, which was intended to be a bribe Developer C agreed to pay for Councilmember A's assistance in resolving the appeal. After receiving $400,000 in cash from Developer C, defendant KIM met with City Staffer A-1 in a car in Los Angeles, and gave City Staffer A-1 cash to deliver to Councilmember A. Defendant KIM kept some cash for himself for, at least in part, facilitating the bribe payment.

20. In approximately February or March 2017, City Staffer A-1 conveyed to defendant KIM that Councilmember A helped resolve the appeal. Soon thereafter, defendant KIM informed Developer C that Councilmember A held up Councilmember A's end of the agreement and helped resolve the appeal.

b. FBI Interviews of Defendant KIM

21. On May 18, 2017, the FBI conducted a voluntary interview of defendant KIM regarding a public corruption investigation (the "first FBI interview"). At the beginning of the interview, defendant KIM was advised that lying to the FBI was a crime. During the interview,

defendant KIM sought to conceal his close relationship with City Staffer A-1. For example, when asked about City Staffer A-1 in Councilmember A's office, defendant KIM stated that he was not that close to City Staffer A-1 and understated the frequency with which they communicated with each other. During the interview, the FBI told defendant KIM there was a federal grand jury investigation and asked defendant KIM not to reveal the interview to others because it may negatively impact the federal investigation. Defendant KIM told the FBI he agreed to not reveal such information to others.

22. Nevertheless, on May 18, 2017, approximately one hour after the first FBI interview, defendant KIM called City Staffer A-1 and informed City Staffer A-1 that he believed someone was providing information to law enforcement and that law enforcement was conducting surveillance of one of City Staffer A-1's local hangouts.

23. On July 10, 2017, the FBI again conducted a voluntary interview of defendant KIM (the "second FBI interview"). At the beginning of the interview, defendant KIM was advised that lying to the FBI was a crime. During the second FBI interview, defendant KIM falsely stated that: (1) he had no "asks" of anyone in City Council; (2) he had no work with any City employees; (3) he did not know of anyone that worked for the City who did favors for people in exchange for money, campaign contributions, or any other benefit; and (4) he never provided any type of benefits including money or items to City Staffer A-1. Defendant KIM knew these statements were false because, approximately just two months prior to the second FBI interview, he coordinated a cash bribe payment to Councilmember A and City Staffer A-1 in exchange for their help with Project C. Moreover, defendant KIM had personally delivered, on behalf of Developer C, cash to City

Staffer A-1, a City staffer, that was meant by Developer C for Councilmember A, a City official, in order to secure their help.

24. On July 12, 2017, just two days after defendant KIM's second FBI interview, defendant KIM and City Staffer A-1 met in person in a car near City Staffer A-1's residence, and then drove around in the car. During this meeting, defendant KIM and City Staffer A-1 discussed the content of their recent respective FBI interviews, in which both defendant KIM and City Staffer A-1 lied to the FBI and deliberately failed to disclose information regarding the Project C bribery scheme. During this meeting, defendant KIM asked City Staffer A-1 if Councilmember A wanted the remaining $100,000 from Developer C, which City Staffer A-1 declined.

c. The Remaining $100,000 Due for the Bribery Scheme

25. In or around July 2017, defendant KIM falsely told Developer C that Councilmember A asked for the remaining $100,000 bribe payment. Developer C agreed to provide the remaining $100,000 of the agreed-upon $500,000 bribe payment to be paid to Councilmember A for resolving the appeal. Defendant KIM met with Developer C at a commercial building in Los Angeles and received an additional $100,000 in cash from Developer C. Instead of providing this money to Councilmember A, defendant KIM kept this money for himself.

d. Defendant KIM and Councilmember A Meet Regarding the Bribery Scheme

26. On October 5, 2018, defendant KIM and Councilmember A met at a hotel in Pasadena. Councilmember A asked defendant KIM to turn off his cellphone during the meeting, likely to ensure their meeting was not recorded. Councilmember A stated something to the effect of: "I didn't get my share," while simultaneously holding up two fingers.

Defendant KIM understood this to mean $200,000, which was Councilmember A's share of the bribe payment from Developer C in exchange for Councilmember A's help with the appeal. Councilmember A explained that Councilmember A did not get Councilmember A's share of the bribe payment from Developer C because City Staffer A-1 was still holding on to the cash.

e. Developer C Advises Defendant KIM to Conceal the Bribery Scheme

27. The FBI seized defendant KIM's phone pursuant to a federal search warrant on March 5, 2019. On or about March 20, 2019, defendant KIM met Developer C at a coffee shop in Little Tokyo to discuss the FBI investigation. Defendant KIM told Developer C that he was very scared. Defendant KIM disclosed to Developer C that he told his attorney about the $400,000 bribe payment. Developer C got upset and told defendant KIM he should have lied to defendant KIM's attorney about the amount. Developer C stated that now Developer C could not match defendant KIM's story. Months earlier, Developer C informed defendant KIM that, years earlier, Developer C's business was raided by law enforcement who seized a large sum of cash.

f. Defendant KIM's Failure to Declare Income Related to the Bribery Scheme

28. Defendant KIM failed to declare any of the cash he received from Developer C for his role in facilitating the bribery scheme on his federal income tax return for 2017, as required.

PROOF OF SERVICE

I, Sandy Ear, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on March 18, 2020, I deposited in the United States mail at the United States Courthouse in the above-titled action, in an envelope bearing the requisite postage, a copy of: service was:

☐ Placed in a closed envelope for collection and inter-office delivery, addressed as follows:	☒ Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:
☐ By hand delivery, addressed as follows:	☐ By facsimile, as follows:
☐ By Email, as follows:	☐ By Federal Express, as follows:

David Vaughn, Esq.
350 S. Grand Ave., #3550
Los Angeles, CA 90071

at his/her last known address, at which place there is a delivery service by United States mail.

This Certificate is executed on March 18, 2020 at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

/s/ *Sandy Ear*

SANDY EAR
Legal Assistant