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10 Attorneys for Plaintiff  
 11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 v.

17 MITCHELL ENGLANDER,

18 Defendant.

No. CR 20-CR-35-JFW

PLEA AGREEMENT FOR DEFENDANT  
 MITCHELL ENGLANDER

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

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:

28

1 a. At the earliest opportunity requested by the USAO and  
2 provided by the Court, appear and plead guilty to count one of the  
3 indictment in United States v. Mitchell Englander, No. 20-CR-35-JFW,  
4 which charges defendant with a scheme to falsify material facts, in  
5 violation of 18 U.S.C. § 1001(a)(1).

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

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

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

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

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

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

22 THE USAO'S OBLIGATIONS

23 3. The USAO agrees to:

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

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

28

1 c. At the time of sentencing, move to dismiss the  
2 remaining counts of the indictment as against defendant. Defendant  
3 agrees, however, that at the time of sentencing the Court may  
4 consider any dismissed charges in determining the applicable  
5 Sentencing Guidelines range, the propriety and extent of any  
6 departure from that range, and the sentence to be imposed.

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

13 e. Not seek a sentence of imprisonment above 36 months of  
14 imprisonment.

15 NATURE OF THE OFFENSE

16 4. Defendant understands that for defendant to be guilty of  
17 the crime charged in count one, that is, a scheme to falsify material  
18 facts, in violation of Title 18, United States Code, Section  
19 1001(a)(1), the following must be true: (1) defendant had a duty to  
20 disclose material information; (2) defendant falsified, concealed, or  
21 covered up such a fact by trick, scheme, or fraud; (3) the falsified,  
22 concealed, or covered up fact was material; (4) the falsification  
23 and/or concealment was knowing and willful; and (5) the material fact  
24 was within the jurisdiction of the Executive Branch.

25 PENALTIES

26 5. Defendant understands that the statutory maximum sentence  
27 that the Court can impose for a violation of Title 18, United States  
28 Code, Section 1001, is: 5 years of imprisonment; a 3-year period of

1 supervised release; a fine of \$250,000 or twice the gross gain or  
2 gross loss resulting from the offense, whichever is greatest; and a  
3 mandatory special assessment of \$100.

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

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

26 FACTUAL BASIS

27 8. Defendant admits that defendant is, in fact, guilty of the  
28 offense to which defendant is agreeing to plead guilty. Defendant

1 and the USAO agree to the statement of facts set forth in Attachment  
2 A and agree that this statement of facts is sufficient to support a  
3 plea of guilty to the charge described in this agreement and to  
4 establish the Sentencing Guidelines factors set forth in paragraph 10  
5 below but is not meant to be a complete recitation of all facts  
6 relevant to the underlying criminal conduct or all facts known to  
7 either party that relate to that conduct.

8 SENTENCING FACTORS

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

21 10. Except as set forth in paragraph 3(d) and 3(e) above,  
22 defendant and the USAO have no agreement as to the appropriate  
23 sentence or the applicable Sentencing Guidelines factors. Except as  
24 set forth in paragraph 3(d) and 3(e), both parties reserve the right  
25 to argue for any criminal history score and category, base offense  
26 level, specific offense characteristics, adjustments, departures, and  
27 variances.



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

4 WAIVER OF APPEAL OF CONVICTION

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

14 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

15 14. Defendant agrees that, provided the Court imposes a total  
16 term of imprisonment on all counts of conviction of no more than 36  
17 months of imprisonment, defendant gives up the right to appeal all of  
18 the following: (a) the procedures and calculations used to determine  
19 and impose any portion of the sentence; (b) the term of imprisonment  
20 imposed by the Court; (c) the fine imposed by the Court, provided it  
21 is within the statutory maximum; (d) to the extent permitted by law,  
22 the constitutionality or legality of defendant's sentence, provided  
23 it is within the statutory maximum; (e) the term of probation or  
24 supervised release imposed by the Court, provided it is within the  
25 statutory maximum; and (f) any of the following conditions of  
26 probation or supervised release imposed by the Court: the conditions  
27 set forth in General Order 18-10 of this Court; the drug testing  
28 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).







1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by  
5 defendant, under oath, at the guilty plea hearing (if such a hearing  
6 occurred prior to the breach); (ii) the agreed to factual basis  
7 statement in this agreement; and (iii) any evidence derived from such  
8 statements, shall be admissible against defendant in any such action  
9 against defendant, and defendant waives and gives up any claim under  
10 the United States Constitution, any statute, Rule 410 of the Federal  
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
12 Procedure, or any other federal rule, that the statements or any  
13 evidence derived from the statements should be suppressed or are  
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

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

22 22. Defendant understands that both defendant and the USAO are  
23 free to: (a) supplement the facts by supplying relevant information  
24 to the United States Probation and Pretrial Services Office and the  
25 Court, (b) correct any and all factual misstatements relating to the  
26 Court's Sentencing Guidelines calculations and determination of  
27 sentence, and (c) argue on appeal and collateral review that the  
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to  
2 maintain its view that the calculations in paragraph 10 are  
3 consistent with the facts of this case. This paragraph permits both  
4 the USAO and defendant to submit full and complete factual  
5 information to the United States Probation and Pretrial Services  
6 Office and the Court, even if that factual information may be viewed  
7 as inconsistent with the Factual Basis agreed to in this agreement.

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

18 NO ADDITIONAL AGREEMENTS

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

24 //

25 //

26 //

27 //

28 //

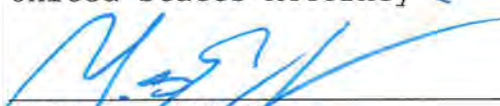
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED


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

NICOLA T. HANNA  
United States Attorney

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


Date

*3/25/2020*

  
\_\_\_\_\_  
MITCHELL ENGLANDER  
Defendant

Date

March 25, 2020

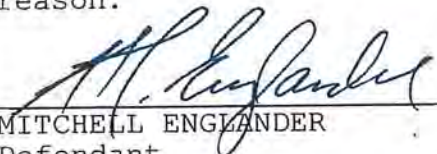
  
\_\_\_\_\_  
Janet Levine (Mar 25, 2020)  
JANET LEVINE  
Attorney for Defendant  
MITCHELL ENGLANDER

Date

Mar 25, 2020

CERTIFICATION OF DEFENDANT

1  
2 I have read this agreement in its entirety. I have had enough  
3 time to review and consider this agreement, and I have carefully and  
4 thoroughly discussed every part of it with my attorney. I understand  
5 the terms of this agreement, and I voluntarily agree to those terms.  
6 I have discussed the evidence with my attorney, and my attorney has  
7 advised me of my rights, of possible pretrial motions that might be  
8 filed, of possible defenses that might be asserted either prior to or  
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
10 of relevant Sentencing Guidelines provisions, and of the consequences  
11 of entering into this agreement. No promises, inducements, or  
12 representations of any kind have been made to me other than those  
13 contained in this agreement. No one has threatened or forced me in  
14 any way to enter into this agreement. I am satisfied with the  
15 representation of my attorney in this matter, and I am pleading  
16 guilty because I am guilty of the charge and wish to take advantage  
17 of the promises set forth in this agreement, and not for any other  
18 reason.

19   
20 \_\_\_\_\_  
MITCHELL ENGLANDER  
Defendant

March 25, 2020

\_\_\_\_\_  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

1

2 I am MITCHELL ENGLANDER's attorney. I have carefully and

3 thoroughly discussed every part of this agreement with my client.

4 Further, I have fully advised my client of his rights, of possible

5 pretrial motions that might be filed, of possible defenses that might

6 be asserted either prior to or at trial, of the sentencing factors

7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

8 provisions, and of the consequences of entering into this agreement.

9 To my knowledge: no promises, inducements, or representations of any

10 kind have been made to my client other than those contained in this

11 agreement; no one has threatened or forced my client in any way to

12 enter into this agreement; my client's decision to enter into this

13 agreement is an informed and voluntary one; and the factual basis set

14 forth in this agreement is sufficient to support my client's entry of

15 a guilty plea pursuant to this agreement.

16   
 Janet Levine (Mar 25, 2020)

Mar 25, 2020

17 JANET LEVINE  
 18 Attorney for Defendant MITCHELL  
 ENGLANDER

Date

1 ATTACHMENT A

2 FACTUAL BASIS

3 1. The Federal Bureau of Investigation ("FBI") in Los Angeles  
4 and the United States Attorney's Office ("USAO") for the Central  
5 District of California were conducting a federal criminal  
6 investigation into public corruption throughout the City of Los  
7 Angeles (the "City") related to multiple suspected "pay-to-play"  
8 schemes (the "Federal Investigation"). The Federal Investigation  
9 involved multiple City officials, developers, investors, consultants,  
10 lobbyists, and other close associates working in furtherance of the  
11 potentially illegal schemes.

12 2. Defendant MITCHELL ENGLANDER was the councilmember for  
13 Council District 12 in the San Fernando Valley from 2011 until he  
14 resigned on December 31, 2018 with almost two years remaining on his  
15 "extended" term. Defendant ENGLANDER served as the Council President  
16 Pro-Tempore and was on the Planning and Land Use Management ("PLUM")  
17 Committee until his resignation from City Council in December 2018.  
18 While a councilmember, defendant ENGLANDER also served on other  
19 various City committees, including as the Chair of the Public Safety  
20 Committee, member of the Budget and Finance Committee, the Personnel  
21 and Animal Welfare Committee, the Executive Employee Relations  
22 Committee, the ad-hoc Police Reform Committee, and Board of Referred  
23 Powers. Defendant ENGLANDER was also a reserve member of the Los  
24 Angeles Police Department.

25 **June 2017 Las Vegas Trip**

26 3. On June 1, 2017, defendant ENGLANDER traveled to Las Vegas  
27 with, among others, Businessperson A, City Staffer A, City Staffer B,  
28 Lobbyist A, and Developer A (the "June 2017 Las Vegas trip").

DEFT. INITIALS *M. Englander*

1 Businessperson A provided defendant ENGLANDER, City Staffer A, City  
2 Staffer B, and others with hotel rooms at a resort and casino (the  
3 "Resort and Casino"). Specifically, Businessperson A provided them  
4 use of Businessperson A's "comps," which were hotel-provided  
5 amenities ordinarily limited to VIP customers who, like  
6 Businessperson A, were typically provided such status because of the  
7 amount of money that customer had provided the hotel in the past and  
8 in order to incentivize further business. Defendant ENGLANDER was  
9 provided transportation from the Las Vegas airport to the Resort and  
10 Casino.

11 4. On June 1, 2017, defendant ENGLANDER accepted an envelope  
12 containing \$10,000 in cash from Businessperson A in the Resort and  
13 Casino's bathroom. That same day, Businessperson A, in front of the  
14 group, provided defendant ENGLANDER and the rest of the group casino  
15 chips with which to gamble. Businessperson A provided defendant  
16 ENGLANDER approximately \$1,000 in casino chips. After defendant  
17 ENGLANDER finished gambling, he, in front of the group, returned the  
18 casino chips to Businessperson A. Later that evening,  
19 Businessperson A provided dinner and drinks for defendant ENGLANDER,  
20 City Staffer A, City Staffer B, Lobbyist A, Developer A, and others  
21 at a restaurant inside the Resort and Casino. Businessperson A was  
22 charged approximately \$2,481 for the dinner and drinks for the group.  
23 Thereafter, defendant ENGLANDER, Businessperson A, City Staffer A,  
24 City Staffer B, Lobbyist A, and Developer A took a limousine provided  
25 by the Resort and Casino to a nightclub at another hotel (the  
26 "nightclub"). At the nightclub, Businessperson A paid approximately  
27 \$24,000 for bottle service and alcohol for defendant ENGLANDER,  
28 Businessperson A, City Staffer A, City Staffer B, Lobbyist A,



1 Developer A, and others at the nightclub. Developer A paid another  
2 approximately \$10,000 for bottle service and alcohol for the group  
3 and others at the nightclub.

4 5. After the group returned to the Resort and Casino in the  
5 early morning of June 2, 2017, Businessperson A told defendant  
6 ENGLANDER that Businessperson A was going to order female escorts for  
7 the group to come to their hotel. When two escorts arrived to the  
8 Resort and Casino, Businessperson A paid for their services and  
9 sometime later instructed one of the escorts to go to defendant  
10 ENGLANDER's hotel room to provide him with services. Businessperson  
11 A was unaware if defendant ENGLANDER accepted those services.

12 **Palm Springs Event and Lunch**

13 6. From on or about June 10 through June 12, 2017, defendant  
14 ENGLANDER attended a golf tournament at the Morongo Casino Resort and  
15 Spa in Palm Springs, California (the "Palm Springs event"). On or  
16 about June 12, 2017, at the Palm Springs event, defendant ENGLANDER  
17 accepted an envelope containing \$5,000 in cash from Businessperson A  
18 in a casino bathroom.

19 7. On June 19, 2017, at Businessperson A's request,  
20 approximately one week after the Palm Springs event, defendant  
21 ENGLANDER arranged for Businessperson A, Developer B, and defendant  
22 ENGLANDER to have lunch so that Businessperson A could present his  
23 company and product to Developer B. After the lunch on June 19,  
24 2017, Developer B sent defendant ENGLANDER and Businessperson A an  
25 email thanking Businessperson A for lunch and seeking to set up a  
26 further meeting and "presentation" from Businessperson A.

1           **Defendant ENGLANDER's Scheme**

2           8. From in or about August 2017, to on or about December 31,  
3 2018, in a matter within the jurisdiction of the executive branch of  
4 the government of the United States, namely, the USAO and FBI,  
5 defendant ENGLANDER knowingly and willfully falsified, concealed, and  
6 covered up by trick, scheme, and device material facts, namely that:  
7 (a) defendant ENGLANDER had accepted from Businessperson A items of  
8 value, such as cash payments, hotel rooms, luxury outings, and  
9 expensive meals and had been offered escort services; (b) defendant  
10 ENGLANDER had attempted to coordinate statements he made to the FBI  
11 and USAO with Businessperson A; and (c) defendant ENGLANDER had  
12 counseled Businessperson A how to lie to and mislead the FBI and  
13 USAO. Defendant ENGLANDER carried out the scheme, in substance, in  
14 the following manner:

15           9. After learning about the Federal Investigation, in or  
16 around August 2017, defendant ENGLANDER privately sent an encrypted  
17 message to Businessperson A via Confide. Defendant ENGLANDER stated  
18 in his message that he wanted to reimburse Businessperson A for  
19 portions of the June 2017 Las Vegas trip.


20           10. After the FBI contacted defendant ENGLANDER on or about  
21 September 1, 2017, to seek a voluntary interview with him regarding  
22 an ongoing investigation, defendant ENGLANDER sent a check payable to  
23 Businessperson A to reimburse him for certain expenses related to  
24 their Las Vegas trip. Defendant ENGLANDER dated the check August 4,  
25 2017, before the FBI contacted defendant ENGLANDER, but sent the  
26 check after the FBI requested an interview with defendant ENGLANDER.

27           11. On October 4, 2017, defendant ENGLANDER met Businessperson  
28 A for lunch in Downtown Los Angeles. During the lunch, defendant  
DEFT. INITIALS *A. Englander*

1 ENGLANDER and Businessperson A discussed the June 2017 Las Vegas trip  
2 and the Federal Investigation, including that Businessperson A had  
3 been interviewed and their understanding that City Staffer A and City  
4 Staffer B also had been interviewed by the FBI. Defendant ENGLANDER  
5 told Businessperson A that he had an upcoming interview with the FBI;  
6 he further stated that City Staffer B told defendant ENGLANDER to  
7 tell the FBI that defendant ENGLANDER had received casino chips from  
8 Businessperson A, but that defendant ENGLANDER had returned those  
9 chips after gambling. Defendant ENGLANDER agreed to call  
10 Businessperson A after defendant ENGLANDER's interview with the FBI.

11 12. On October 19, 2017, defendant ENGLANDER, with defense  
12 counsel present, was interviewed by the FBI and USAO regarding the  
13 Federal Investigation, including the 2017 Las Vegas trip and his  
14 interactions with Businessperson A (the "first interview"). During  
15 this interview, after being advised it was a crime to lie to the  
16 federal government, defendant ENGLANDER falsely stated, on more than  
17 one occasion, that, other than his lawyers and his wife, defendant  
18 ENGLANDER had not informed anyone, including Businessperson A, about  
19 his upcoming interview with the FBI. In fact, as defendant ENGLANDER  
20 knew, on October 4, 2017, defendant ENGLANDER had repeatedly informed  
21 Businessperson A about his upcoming interview with the FBI.

22 13. On January 31, 2018, Businessperson A contacted defendant  
23 ENGLANDER via Confide. Specifically, Businessperson A wrote: "Hi  
24 Councilman, I got invite for your Feb/06th event, looking forward to  
25 seeing you, btw, my attorney got call from FBI asking to follow up  
26 about the check." Defendant ENGLANDER responded: "Fantastic. See  
27 you then. I got a call too. Very stupid. They are waiting [sic] their  
28 time with this."

DEFT. INITIALS 

1 14. On January 31, 2018 and February 1, 2018, defendant  
2 ENGLANDER and Businessperson A discussed the Federal Investigation  
3 via Confide. During this exchange, defendant ENGLANDER asked: "What  
4 exactly are they asking?" After Businessperson A stated that the FBI  
5 was interested in the Las Vegas reimbursement checks, Businessperson  
6 A wrote: "If we talk about FBI stuff should [be] in person."  
7 Defendant ENGLANDER responded: "That's why I suggested a different  
8 phone number." Defendant ENGLANDER then provided a different phone  
9 number, and Businessperson A agreed to call that new phone number  
10 later that evening.

11 15. On February 1, 2018, Businessperson A left a voicemail  
12 message for defendant ENGLANDER on the new phone number defendant  
13 ENGLANDER had provided to Businessperson A.

14 16. Between February 2 and February 5, 2018, defendant  
15 ENGLANDER and Businessperson A exchanged messages via Confide.  
16 During this exchange, they agreed to discuss the Federal  
17 Investigation at defendant ENGLANDER's fundraiser on February 6,  
18 2018.

19 17. During the fundraiser on February 6, 2018, defendant  
20 ENGLANDER and Businessperson A had a private conversation during  
21 which they discussed the Federal Investigation. During this  
22 conversation:

23 a. Defendant ENGLANDER told Businessperson A to falsely  
24 inform the FBI that defendant ENGLANDER and Businessperson A did not  
25 talk about their respective FBI interviews. Specifically, defendant  
26 ENGLANDER told Businessperson A: "you and I have never had a  
27 conversation. . . . They are going to ask."  
28

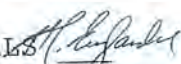
1           b. Defendant ENGLANDER told Businessperson A how to  
2 answer certain questions from the FBI, including: "you should just  
3 say 'I don't know.'"

4           c. Defendant ENGLANDER told Businessperson A to falsely  
5 state that defendant ENGLANDER had repeatedly attempted to reimburse  
6 Businessperson A for defendant ENGLANDER's hotel room and dinner in  
7 Las Vegas.

8           d. Defendant ENGLANDER told Businessperson A not to tell  
9 the FBI anything about Businessperson A providing escort services or  
10 "massage ladies" to defendant ENGLANDER. Specifically, regarding the  
11 "massage lady," defendant ENGLANDER told Businessperson A: "Don't say  
12 it. . . . Don't mention. . . . No, no, don't mention it."

13           e. Defendant ENGLANDER agreed to meet Businessperson A  
14 after defendant ENGLANDER's FBI interview to discuss the interview.

15       18. On February 7, 2018, at approximately 8:24 a.m. and 10:10  
16 a.m., prior to defendant ENGLANDER's interview with the FBI that day,  
17 defendant ENGLANDER attempted to call Businessperson A via WhatsApp,  
18 an encrypted end-to-end messaging service that can also be used for  
19 phone calls. In response, Businessperson A sent a message via  
20 WhatsApp to defendant ENGLANDER, writing: "sorry miss your call, but  
21 may not good ideal [sic] talk on the phone." Defendant ENGLANDER  
22 responded: "Just a quick question." Businessperson A then called  
23 defendant ENGLANDER via WhatsApp. During the conversation, defendant  
24 ENGLANDER asked Businessperson A whether Businessperson A had told  
25 the FBI about the use of escorts during the June 2017 Las Vegas trip.  
26 Businessperson A stated that he had not, to which defendant ENGLANDER  
27 responded: "[T]hat's what I wanted to confirm. . . . I appreciate  
28 it."

DEFT. INITIALS 

1           19. On February 7, 2018, defendant ENGLANDER, with counsel  
2 present, was interviewed by the FBI and the USAO regarding the  
3 Federal Investigation, including the June 2017 Las Vegas trip and  
4 interactions with Businessperson A (the "second interview"). During  
5 the interview, after being advised it was a crime to lie to the  
6 federal government, defendant ENGLANDER made the following false  
7 statements:

8           a. Defendant ENGLANDER falsely stated, on more than one  
9 occasion, that he was unaware that Businessperson A intended to  
10 attend defendant ENGLANDER's fundraiser the prior night. In fact, as  
11 defendant ENGLANDER knew, on January 31, 2018 and February 5, 2018,  
12 via Confide conversations, defendant ENGLANDER and Businessperson A  
13 had confirmed that Businessperson A would attend the fundraiser.

14           b. Defendant ENGLANDER falsely stated that he and  
15 Businessperson A did not discuss the FBI, the Federal Investigation,  
16 or defendant ENGLANDER's upcoming FBI interview during the  
17 fundraiser. In fact, as defendant ENGLANDER knew, the day prior to  
18 defendant ENGLANDER's second interview, he and Businessperson A had  
19 discussed the FBI, the Federal Investigation, and defendant  
20 ENGLANDER's second interview, including what questions to expect,  
21 what to say, and what not to say during upcoming FBI interviews.  
22 Moreover, immediately prior to defendant ENGLANDER's interview that  
23 day, defendant ENGLANDER reached out to Businessperson A and spoke  
24 about the FBI and USAO interviews.

25           c. Defendant ENGLANDER falsely stated that he had never  
26 been told the amount of money Businessperson A paid at the nightclub  
27 for the bottle service and alcohol for the group during their June  
28 2017 Las Vegas trip. In fact, as defendant ENGLANDER knew, the day

1 prior to defendant ENGLANDER's second interview, Businessperson A  
2 told defendant ENGLANDER that he had spent between approximately  
3 \$20,000 and \$25,000 at the nightclub for the group.

4 d. Defendant ENGLANDER falsely stated that Businessperson  
5 A did not provide defendant ENGLANDER benefits other than a hotel  
6 room, dinner, and beverage service during their June 2017 Las Vegas  
7 trip. In fact, as defendant ENGLANDER knew, Businessperson A did  
8 offer defendant ENGLANDER the services of a female escort or "massage  
9 lady" during their Las Vegas trip and, the day prior to defendant  
10 ENGLANDER's second interview, the two had repeatedly discussed that  
11 topic. Moreover, immediately prior to defendant ENGLANDER's  
12 interview that day, defendant ENGLANDER reached out to Businessperson  
13 A and they spoke about escorts.

14 e. Defendant ENGLANDER falsely stated that he did not  
15 tell anyone, including Businessperson A, what to say to the FBI. In  
16 fact, as defendant ENGLANDER knew, the day prior to defendant  
17 ENGLANDER's second interview, he told Businessperson A, what  
18 questions to expect, what to say, and what not to say during upcoming  
19 FBI interviews.

20 f. Defendant ENGLANDER falsely stated that, other than  
21 his lawyers and his wife, he had not informed anyone about his second  
22 interview. In fact, as defendant ENGLANDER knew, on February 6,  
23 2018, defendant ENGLANDER, on more than one occasion, informed  
24 Businessperson A about defendant ENGLANDER's second interview.

25 g. Defendant ENGLANDER falsely stated that he had no  
26 plans to discuss his second interview with anyone after it occurred.  
27 In fact, as defendant ENGLANDER knew, the day prior to defendant  
28 ENGLANDER's second interview, he planned to meet with Businessperson

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1 A to discuss defendant ENGLANDER's second interview after it  
2 occurred.

3 20. From February 8 to February 12, 2018, defendant ENGLANDER  
4 and Businessperson A exchanged messages via Confide. Defendant  
5 ENGLANDER arranged for the two to meet on February 12, 2018. On  
6 February 12, 2018, defendant ENGLANDER called Businessperson A to  
7 change the time and location of their meeting set for that day.

8 21. On February 12, 2018, defendant ENGLANDER met with  
9 Businessperson A in defendant ENGLANDER's car in Downtown Los  
10 Angeles. Once Businessperson A entered defendant ENGLANDER's car,  
11 defendant ENGLANDER told Businessperson A to "hold on," then turned  
12 up the car stereo to a very loud volume. Defendant ENGLANDER drove  
13 in circles around the block and did not go to any specific location.  
14 During this time, defendant ENGLANDER and Businessperson A discussed  
15 the Federal Investigation and their FBI interviews. Among other  
16 things:

17 a. Defendant ENGLANDER stated he did not "want to be out  
18 there in public" for their discussion.

19 b. Defendant ENGLANDER repeatedly told Businessperson A  
20 to tell the FBI that he and Businessperson A did not have a  
21 conversation about their FBI interviews. Specifically, defendant  
22 ENGLANDER told Businessperson A that the FBI "asked if you and I ever  
23 talked at all about the meeting with them. We never had a  
24 conversation." Defendant ENGLANDER further told Businessperson A how  
25 to respond to questions regarding the topic of the two meeting to  
26 discuss the FBI interviews: "We never did, never did. . . . You don't  
27 mention it at all."

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1 c. Defendant ENGLANDER told Businessperson A what  
2 questions the FBI would ask Businessperson A and how to answer them.  
3 Specifically, defendant ENGLANDER stated, the FBI was going to "ask  
4 'Did I ever contact you about how much we needed to reimbursement  
5 [sic].' Just say, say, 'I don't remember. We were trying to get  
6 together for a long time and he's busy and I'm busy, blah, blah.'" "

7 d. Defendant ENGLANDER repeatedly told Businessperson A  
8 how to respond to FBI questions about the use of escorts during the  
9 June 2017 Las Vegas trip. Specifically, defendant ENGLANDER told  
10 Businessperson A to falsely tell the FBI: "if they check your phone  
11 records and called, just go, 'I called just to see how much money.' .  
12 . . . Say, 'I was so drunk I don't remember calling.' . . . Or, 'I  
13 don't remember, maybe I dialed the wrong number, I don't know, I  
14 don't remember.' . . . No, just say, 'I don't remember.'" "

15 e. Defendant ENGLANDER told Businessperson A not to  
16 disclose their use of Confide. Specifically, defendant ENGLANDER  
17 told Businessperson A: "No, no, we never had discussions. Nothing  
18 ever about Confide."

19 f. Defendant ENGLANDER told Businessperson A not to  
20 disclose their conversation at the fundraiser. Specifically,  
21 defendant ENGLANDER told Businessperson A to say Businessperson A  
22 "shook my hand and said hello. That was it."

23 g. Defendant ENGLANDER told Businessperson A that, if the  
24 FBI had checked their phone records regarding escort services during  
25 the June 2017 Las Vegas trip, to falsely tell the FBI: "'No, I didn't  
26 hire anybody.'" "

27 h. At the conclusion of the conversation, defendant  
28 ENGLANDER agreed to introduce Businessperson A to defendant

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1 ENGLANDER's builder "friend," and defendant ENGLANDER agreed to tour  
2 Businessperson A's showroom.

3 22. On or about April 2, 2018, defendant ENGLANDER reported  
4 \$1,202 worth of gifts/benefits on his Form 700 for the year 2017, but  
5 did not report, among other things, the \$15,000 cash he received from  
6 Businessperson A as a gift or benefit.

7 23. On November 20, 2018, defendant ENGLANDER met with  
8 Businessperson A. During this meeting, they discussed recent FBI  
9 actions regarding the Federal Investigation. This discussion  
10 included:

11 a. When Businessperson A referred to "the cash" that  
12 Businessperson A had provided to defendant ENGLANDER in the casino  
13 restroom in Las Vegas on or about June 1, 2017, defendant ENGLANDER  
14 stated, "I'm not going to say anything" to the FBI about it.

15 b. Defendant ENGLANDER agreed that Businessperson A  
16 should omit that they talked about the content of their FBI  
17 interviews during their meeting that day and instead state the  
18 discussion was about defendant ENGLANDER's new job. Specifically,  
19 defendant ENGLANDER told Businessperson A: "They're gonna say, 'When  
20 was the last time you talked [with defendant ENGLANDER]?'"  
21 Businessperson A responded: "I tell them the truth, we were eating  
22 lunch." Defendant ENGLANDER then stated: "I get it, I get it. Just  
23 catch up. . . . [A]bout the new job."

24 24. On December 31, 2018, defendant ENGLANDER, with defense  
25 counsel present, was interviewed by the FBI and USAO regarding the  
26 Federal Investigation, including the June 2017 Las Vegas trip and  
27 interactions with Businessperson A (the "third interview"). During  
28 the third interview, after being advised that lying to the federal

1 government was a crime, defendant ENGLANDER made the following false  
2 statements:

3 a. When asked whether he received any benefits other than  
4 casino chips (which he paid back), dinners, and a hotel room,  
5 defendant ENGLANDER falsely responded, "Not that I recall." In fact,  
6 as defendant ENGLANDER knew, Businessperson A provided \$10,000 in  
7 cash and offered defendant ENGLANDER the services of a female escort  
8 or "massage lady" during the 2017 Las Vegas trip. Moreover, the two  
9 had several conversations about the "massage lady" Businessperson A  
10 offered during the 2017 Las Vegas trip.

11 b. Defendant ENGLANDER falsely stated that Businessperson  
12 A never provided cash payments to defendant ENGLANDER. In fact, as  
13 defendant ENGLANDER knew, Businessperson A provided defendant  
14 ENGLANDER \$10,000 cash in a casino bathroom during the June 2017 Las  
15 Vegas trip and \$5,000 cash in a casino bathroom at the Palm Springs  
16 event for a total of \$15,000 in 2017.

17 c. Defendant ENGLANDER falsely stated that he told  
18 Businessperson A to "share everything, be transparent, and share  
19 everything" with the FBI. In fact, as defendant ENGLANDER knew, he  
20 did not provide such instructions and, instead, repeatedly agreed  
21 that Businessperson A should omit certain information.

22 d. Defendant ENGLANDER falsely stated that he could not  
23 recall if he had ever used Confide at all or, if he had, with whom he  
24 had used it. In fact, as defendant ENGLANDER knew, he had Confide  
25 registered to him on his phone at the time of the third interview and  
26 had recently used Confide to discuss matters with Businessperson A  
27 and Lobbyist B. Moreover, on February 12, 2018, defendant ENGLANDER  
28 told Businessperson A not to disclose their use of Confide.