

1 PATRICK D. ROBBINS (CABN 152288)
Attorney for the United States
2 Acting under Authority Conferred by 28 U.S.C. § 515

3
4
5
6
7
8
9 UNITED STATES DISTRICT COURT
10 SEALED BY ORDER OF THE COURT NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 SHENG THAO,
ANDRE JONES,
17 DAVID TRUNG DUONG, and
18 ANDY HUNG DUONG,

19 Defendants.

) CASE NO.

) VIOLATIONS:

-) 18 U.S.C. § 371 – Conspiracy;
-) 18 U.S.C. §§ 666(a)(1)(B) and (a)(2) – Bribery
-) Concerning Programs Receiving Federal Funds, 18
-) U.S.C. § 2 – Aiding and Abetting;
-) 18 U.S.C. § 1349 – Conspiracy;
-) 18 U.S.C. §§ 1341, 1346 – Honest Services Mail
-) Fraud; 18 U.S.C. § 2 – Aiding and Abetting;
-) 18 U.S.C. §§ 1343, 1346 – Honest Services Wire
-) Fraud; 18 U.S.C. § 2 – Aiding and Abetting;
-) 18 U.S.C. § 1001(a)(2) – False Statements;
-) 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) –
-) Forfeiture Allegation

) OAKLAND VENUE

22
23 INDICTMENT

24 The Grand Jury charges:

25 At all times relevant to this Indictment:

26 Overview

27 1. Leading up to the 2022 Oakland mayoral election, and following her election as mayor,

28 SHENG THAO engaged in a corrupt relationship with her partner ANDRE JONES, and local

1 businessmen, defendants DAVID DUONG and ANDY DUONG. As part of the corrupt relationship,
2 THAO promised to take official actions as mayor of Oakland to benefit D. DUONG and A. DUONG in
3 exchange for various benefits to THAO and JONES. Among other acts, THAO promised to commit the
4 City of Oakland to purchase housing units from D. DUONG and A. DUONG's housing company, to
5 extend the contract for D. DUONG and A. DUONG's recycling company, and to appoint senior city
6 officials selected by D. DUONG, A. DUONG, and CO-CONSPIRATOR 1, a local businessman and
7 longtime associate of D. DUONG and A. DUONG. In exchange, D. DUONG, A. DUONG, and
8 CO-CONSPIRATOR 1 promised to pay \$75,000 to fund negative mailers targeting THAO's opponents
9 in the mayoral election and to make \$300,000 in direct payments for a no-show job to JONES for the
10 benefit of THAO and JONES.

11 2. In furtherance of the corrupt relationship, D. DUONG and A. DUONG spent \$75,000 to
12 fund a negative mailer in support of THAO's campaign. Following the mayoral election, D. DUONG,
13 A. DUONG, and CO-CONSPIRATOR 1 paid \$95,000 to JONES for the benefit of JONES and THAO,
14 with the promise of additional payments. Once in office, THAO took steps to carry out her end of the
15 corrupt arrangement, including using her influence to help appoint a high-level City of Oakland official
16 selected by D. DUONG, A. DUONG, and CO-CONSPIRATOR 1, as well as other steps to benefit D.
17 DUONG and A. DUONG's housing company and recycling company.

18 Relevant Individuals and Entities

19 3. Defendant SHENG THAO ("THAO") was an elected public official employed by the
20 City of Oakland. THAO was elected mayor of Oakland in November 2022 and took office in January
21 2023. From 2019 until she was elected mayor, THAO served as a member of the Oakland City Council.

22 4. Defendant ANDRE JONES ("JONES") was THAO's longtime romantic partner. THAO
23 and JONES resided together in Oakland.

24 5. David Duong ("D. DUONG") was the president and CEO of a recycling company
25 ("Recycling Company") serving the East and South Bay communities. Through contracts with the City
26 of Oakland, Recycling Company provided residential recycling collection services to Oakland
27 households. D. DUONG was also the chairman and co-owner of a company ("Housing Company")
28 formed in 2022 to develop and manufacture prefabricated modular homes.

1 6. Andy Duong (“A. DUONG”) was an employee of Recycling Company and is D.
2 DUONG’s son. A. DUONG was also a founder and co-owner of Housing Company.

3 7. CO-CONSPIRATOR 1 was an active member of the Oakland political community and a
4 local businessman. CO-CONSPIRATOR 1 was also a founder and co-owner of Housing Company.

5 8. Housing Company was an Oakland-based company formed to develop and manufacture
6 prefabricated modular homes for unsheltered individuals. A. DUONG and CO-CONSPIRATOR 1 were
7 founders of Housing Company. D. DUONG was the Chairman of Housing Company. Housing
8 Company received approximately \$1.4 million in funding from entities associated with D. DUONG.

9 9. Oakland is a municipality located in the Northern District of California. Oakland
10 received more than \$10,000 in benefits from Federal programs during relevant one-year periods
11 including during periods from July 1, 2021 to June 30, 2022 and from July 1, 2022 to June 30, 2023.

12 Defendants Engaged in a Corrupt Scheme and Illegal Conspiracy

13 10. Beginning in the lead up to the 2022 Oakland mayoral election, and continuing into 2024,
14 THAO, JONES, D. DUONG, A. DUONG, and CO-CONSPIRATOR 1 engaged in a bribery and
15 corruption scheme, and conspiracy to bribe THAO and obtain her commitment to use her position to
16 influence city transactions and undertake certain official acts.

17 11. Beginning on an unknown date, but no later than October 7, 2022, and continuing
18 through at least on or about June 20, 2024, THAO, JONES, D. DUONG, A. DUONG, and
19 CO-CONSPIRATOR 1 also devised a scheme and artifice to defraud and deprive the citizens of the City
20 of Oakland and the City of Oakland of the right to the honest and faithful services of THAO, the mayor
21 of Oakland, through bribery and the concealment of material information. THAO, JONES, D.
22 DUONG, A. DUONG, CO-CONSPIRATOR 1, and others, known and unknown to the Grand Jury, also
23 conspired to commit honest services mail and wire fraud.

24 12. Specifically, a few weeks before the election, THAO committed to take official acts that
25 would benefit Housing Company and Recycling Company if she became mayor in exchange for various
26 benefits to THAO and JONES. Among other aspects of the arrangement, THAO agreed to use her
27 position as mayor to cause the City of Oakland to purchase housing units from Housing Company, to
28 ensure an extension of Recycling Company’s contract with the City of Oakland, and to give D.

1 DUONG, A. DUONG, and CO-CONSPIRATOR 1 influence over the appointment of city officials. In
2 exchange for these commitments, THAO and JONES received benefits from D. DUONG, A. DUONG,
3 and CO-CONSPIRATOR 1, including a negative political mailer campaign funded by Recycling
4 Company to help THAO's mayoral campaign and a promise of \$300,000 in direct payments to JONES
5 in the guise of a no-show job meant to benefit THAO and JONES.

6 13. Defendants THAO, JONES, D. DUONG, and A. DUONG, along with
7 CO-CONSPIRATOR 1 and others known and unknown to the Grand Jury, agreed and conspired to
8 engage in a bribery scheme that began in or about October 2022. Each of the defendants joined the
9 conspiracy knowing that that one object of the conspiracy was to give, offer, and agree to offer bribes
10 and benefits to THAO and JONES with an intent to influence business and transactions of the City of
11 Oakland. Each of the defendants joined the conspiracy knowing that another object of the conspiracy
12 was to solicit, demand, and accept bribes with an intent that THAO would influence business and
13 transactions of the City of Oakland.

14 14. As part of the defendants' corrupt agreement, Recycling Company sent \$75,000 to
15 CO-CONSPIRATOR 1 for the purpose of designing, printing, and circulating the negative mailers in
16 support of THAO's campaign. After THAO won the mayoral election, the payments from D. DUONG,
17 A. DUONG, and CO-CONSPIRATOR 1 to JONES began: \$20,000 in December 2022 and January
18 2023; an additional \$5,000 in early April 2023; and two \$35,000 checks in April and November 2023;
19 for a total of \$95,000. Once in office, THAO took steps to benefit D. DUONG, A. DUONG, and
20 CO-CONSPIRATOR 1, including using her influence to help appoint a high-level city official and
21 taking other steps to benefit Housing Company and Recycling Company.

22 15. Defendants THAO, JONES, D. DUONG, A. DUONG, and CO-CONSPIRATOR 1
23 concealed their scheme by among other things: (1) making payments to JONES at THAO's direction to
24 avoid a paper trail to THAO; (2) misrepresenting that JONES had a legitimate job with Housing
25 Company to mask the bribery payments; (3) creating false invoices for payments from Recycling
26 Company in furtherance of the bribery scheme; and (4) failing to disclose benefits received on
27 California Form 700s.

Initiation of the Bribery Scheme Prior to the 2022 Mayoral Election

1
2 16. On or about October 7, 2022, CO-CONSPIRATOR 1 met with THAO and discussed an
3 arrangement under which THAO agreed to exert her influence in several official transactions and
4 commit official acts if she became mayor, including the City of Oakland's purchase of housing units
5 from Housing Company. Under the arrangement, THAO agreed to take these steps and official acts in
6 exchange for various benefits to THAO, including the funding and execution of a negative political
7 mailer campaign against THAO's political opponents, and direct financial payments to JONES.

8 17. Shortly after the meeting, CO-CONSPIRATOR 1 messaged A. DUONG and described
9 the meeting he had with THAO:

10 CO-CONSPIRATOR 1: Meet [sic] with Sheng

11 CO-CONSPIRATOR 1: She will buy 100 units

12 CO-CONSPIRATOR 1: If mayor

13 CO-CONSPIRATOR 1: One catch

14 A. DUONG: Guaranteed?

15 CO-CONSPIRATOR 1: Guarantee

16 CO-CONSPIRATOR 1: \$30 million contract for 100 units

17 A. DUONG: Ok

18 CO-CONSPIRATOR 1: \$300k contract

19 A. DUONG: Need to get close with [Individual] too for
20 you

21 A. DUONG: Your chance is here

22 CO-CONSPIRATOR 1: Yeah

23 CO-CONSPIRATOR 1: Sheng is going to call you re \$\$

24 A. DUONG: Lol

25 A. DUONG: What money?

26 CO-CONSPIRATOR 1: She needs she said

27 CO-CONSPIRATOR 1: I said you are committees

28 CO-CONSPIRATOR 1: Committed

 CO-CONSPIRATOR 1: But she will call you heads up

1 A. DUONG: Are you sure?

2 CO-CONSPIRATOR 1: Pretty certain

3 CO-CONSPIRATOR 1: 110 percent

4 18. On or about October 8, 2022, THAO sent CO-CONSPIRATOR 1 a text message
5 containing JONES' phone number, after which JONES and CO-CONSPIRATOR 1 began
6 communicating through text messages and phone calls.

7 19. On or about October 11, 2022, CO-CONSPIRATOR 1, A. DUONG, and THAO met in
8 person at a fundraiser for THAO where they further discussed and finalized the bribery scheme. During
9 that conversation, THAO agreed with A. DUONG and CO-CONSPIRATOR 1 that if she became
10 mayor, she would commit the following official acts: (1) she would cause the City of Oakland to
11 purchase housing units from Housing Company; (2) she would use her influence to help appoint
12 CO-CONSPIRATOR 1 and A. DUONG's choices for Director-level political appointees for the City;
13 (3) and she would extend Recycling Company's recycling contract. In exchange, A. DUONG and
14 CO-CONSPIRATOR 1 agreed to produce and finance a negative mailer campaign targeting THAO's
15 opponents in the 2022 mayoral election and to pay \$300,000 to THAO's longtime partner JONES for a
16 no-show job at Housing Company. During this meeting, THAO agreed to send CO-CONSPIRATOR 1
17 various materials to help with the negative mailer campaign.

18 Recycling Company Funds the Negative Mailer Campaign

19 20. After the October 11, 2022, meeting, D. DUONG agreed to contribute \$75,000 in support
20 of a negative mailer campaign in support of THAO. On or about October 12, 2022,
21 CO-CONSPIRATOR 1 reached out to a local print shop to initiate the commission of negative mailers
22 targeting THAO's opponents in the mayoral race.

23 21. On or about October 12, 2022, THAO sent text messages to JONES, which stated: "Hey
24 do you have what [CO-CONSPIRATOR 1] needs? He's asking for it" and "Pls pls connect with him."

25 22. On or about October 17, 2022, a \$75,000 check from Recycling Company was deposited
26 into CO-CONSPIRATOR 1's bank account to pay for the mailers.

27 23. On or about November 1, 2022, negative mailers commissioned by
28

1 CO-CONSPIRATOR 1 were sent out to Oakland voters targeting THAO's main opponents in the
2 election. That same day, CO-CONSPIRATOR 1 sent text messages to THAO and JONES with links to
3 a website associated with his negative mailer campaign.

4 24. The mayoral election was held on November 8, 2022. THAO was declared the winner on
5 or about November 21, 2022. She was inaugurated and took office on or about January 9, 2023.

6 After the Election the Bribery Scheme Continues

7 25. On or about November 18, 2022, A. DUONG and CO-CONSPIRATOR 1 exchanged
8 messages regarding the mayoral election. When it became evident that THAO was going to win the
9 mayoral race and that another individual was winning the race to be Alameda County District Attorney,
10 CO-CONSPIRATOR 1 texted "So we may go to jail... But we are \$100 million dollars richer."
11 A. DUONG replied, "Money buys everything" and CO-CONSPIRATOR 1 replied, "You are right!...
12 Plus we have a 10 year extension to [Recycling Company]."

13 26. On or about December 7, 2022, THAO, JONES, A. DUONG, and
14 CO-CONSPIRATOR 1 met at a restaurant in San Leandro, California ("December 7 meeting") to
15 further discuss the bribery scheme. During this meeting, THAO and JONES requested that A. DUONG
16 and CO-CONSPIRATOR 1 begin making payments to JONES.

17 27. Within days of the December 7 meeting, CO-CONSPIRATOR 1 began writing checks to
18 JONES in furtherance of the bribery scheme. On or about December 14, 2022, JONES cashed a \$2,500
19 check drawn from CO-CONSPIRATOR 1's bank account. On or about December 19, 2022, JONES
20 deposited a \$5,000 check from CO-CONSPIRATOR 1's bank account. On or about December 22,
21 2022, JONES cashed a \$2,500 check from CO-CONSPIRATOR 1's bank account. On or about January
22 4, 2023, JONES deposited a \$5,000 check from CO-CONSPIRATOR 1's bank account.

23 28. On or about December 14, 2022, CO-CONSPIRATOR 1 messaged A. DUONG and said
24 "I gave the \$20 k to Andre Jones as a loan – FYI."

25 29. On or about January 23, 2023, JONES deposited another \$5,000 check from
26 CO-CONSPIRATOR 1's bank account.

27 March 9, 2023 Meeting

28 30. On or about March 9, 2023, THAO, JONES, D. DUONG, A. DUONG, and

1 CO-CONSPIRATOR 1 attended a dinner meeting at a restaurant in Berkeley, California (“March 9
2 meeting”). During the meeting, THAO asked for additional money upfront in furtherance of the bribery
3 scheme and the parties discussed an updated arrangement whereby JONES would receive up to \$3
4 million dollars, instead of the \$300,000 as originally agreed, if Oakland purchased 300 housing units
5 from Housing Company. During the meeting, THAO proposed using the City of Oakland’s emergency
6 powers to make it easier to buy the housing units on behalf of Oakland, without needing to use a
7 competitive bidding process.

8 31. On or about March 26, 2023, CO-CONSPIRATOR 1 and A. DUONG messaged
9 regarding the bribery agreement that had been discussed with THAO, JONES, and D. DUONG at the
10 March 9 meeting. During this text exchange, CO-CONSPIRATOR 1 sent to A. DUONG the following
11 summary of the agreement to A. DUONG:

12 Deal Points for Sheng Thao :: Election :: Post Election ::

13 We will invest \$75k cash to hit voters with mailers – [Recycling Company]

14 We will advance \$40k cash to complete mailers, design and website –
15 [CO-CONSPIRATOR 1] – we may recover in the future

16 We produced and sent mailers for 68,000 households x 3

17 We produce websites / TaylorFraud.com and StopIgnacio.com

18 For:

19 The purchase of 300 of our modular units at a price point of \$300,000 each FOB at
20 Oakland

21 AJ will be part of development team paid \$300k flat on sale of units – contract maybe
22 renew for other clients

23 We will get a 10 year extension for [Recycling Company] from Mayor staff

24 We will get land deal at Army base done from Mayor staff

25 One appointment to Port of Oakland commission

26 Appointments to 1. Public Works 2. Building and Permits 3. Housing and 4. City
27 administrators office

28 32. After sending the above message, CO-CONSPIRATOR 1 messaged A. DUONG and said
29 “... Am I missing some thing?” and then CO-CONSPIRATOR 1 wrote “We are missing
30 communications assignments.” In response, A. DUONG wrote, “Not missing” and “All right,”
31 confirming the contents of the message as the terms of the arrangement. CO-CONSPIRATOR 1 then
32 asked if they should share the summary of the arrangement with “David,” a reference to D. DUONG,

1 and A. DUONG responded and said that “David knows already,” and that A. DUONG had shared it with
2 him numerous times.

3 JONES Receives Additional Payments from the Co-Conspirators

4 33. On or about April 4, 2023, JONES deposited a \$5,000 check from
5 CO-CONSPIRATOR 1’s bank account.

6 34. On or about April 11, 2023, CO-CONSPIRATOR 1 sent A. DUONG a message that read
7 “Compensation Package for [Housing Company] – AJ Systems Solutions.” The message went on to
8 say:

9 [Housing Company] will pay consultant:

10 A draw against future earnings of \$35,000 USD within 7 days of
11 completion of mutually agreed independent contractor agreement.

12 Recognition of prior draws in the amounts of \$5,000 and \$20,000 for a
13 total of \$25,000 were paid towards the future earnings.

14 For successful completion in the sale of up to 300 units of housing a
15 payment of \$300,000 minus prior draws as a base payment.

16 Additionally, for successful sales of units at a price point of \$299,000 or
17 more would earn a bonus of \$10,000 per unit sold and due to you due and
18 payable to you for each 100 units sold by the company on units you
19 assisted for such sale. The bonus requires the sale of 300 units and the
20 sales price of \$299,000 or above to qualify.

21 35. On or about April 16, 2023, D. DUONG and JONES met in person. On or about April
22 18, 2023, D. DUONG messaged CO-CONSPIRATOR 1 and A. DUONG and told
23 CO-CONSPIRATOR 1 to “please call AJ tell him we just finished out meeting and we decided to give
24 home [sic] what he asked you for but he need to sign before fund.”

25 36. On or about April 28, 2023, JONES deposited a \$35,000 check drawn from Housing
26 Company’s bank account, and the deposit of that check caused the interstate transmission of wire
27 communications.

28 THAO Influenced the Appointment of a City Official

37. In or around the fall of 2022, CO-CONSPIRATOR 1 began discussing City Employee 1
with A. DUONG and THAO as a potential candidate for a high-level position within the City of
Oakland, pursuant to the bribery deal negotiated with THAO. A. DUONG and CO-CONSPIRATOR 1

1 wanted City Employee 1 to obtain a high-level position within the City of Oakland because they
2 believed City Employee 1 could help obtain funding for Housing Company and benefit Recycling
3 Company.

4 38. On or about January 28, 2023, THAO called City Employee 1 and they spoke for over
5 five minutes.

6 39. On or about February 6, 2023, CO-CONSPIRATOR 1 and A. DUONG exchanged text
7 messages regarding City Employee 1. CO-CONSPIRATOR 1 messaged A. DUONG and asked for
8 dates to “Have [City Employee 1] come to have lunch at [Recycling Company] with [D. DUONG] and
9 Family if you wish to have him” and “Take [City Employee 1] to party.” Later the same day,
10 CO-CONSPIRATOR 1 said, “He needs to say that he is on board with [Recycling Company]. . . . And
11 the appointment is the direct result of the lobbying taking place.” CO-CONSPIRATOR 1 later said,
12 “[Recycling Company] extension and Army Base deal are priorities he said he knows and will deliver.”
13 That same day, A. DUONG asked CO-CONSPIRATOR 1 what positions City Employee 1 held before
14 working at the city and asked CO-CONSPIRATOR 1 whether City Employee 1 had “asked for the
15 appointment,” or whether CO-CONSPIRATOR 1 just “wanted him.” CO-CONSPIRATOR 1 stated that
16 “I wanted him because while at the City he make [sic] sure my projects got done and grants were given
17 to me.”

18 40. On or about February 16, 2023, City Employee 1 met with D. DUONG, A. DUONG, and
19 another member of the Duong family at the Recycling Company offices, followed by a lunch. On or
20 about February 17, 2023, City Employee 1 attended a dinner with CO-CONSPIRATOR 1 and
21 A. DUONG.

22 41. On or about February 23, 2023, CO-CONSPIRATOR 1 messaged City Employee 1 and
23 said, “Good meeting today with Andre Jones about you today.” Phone records indicate that
24 CO-CONSPIRATOR 1 and JONES spoke earlier that same day.

25 42. During the March 9 meeting, THAO discussed appointing City Employee 1 to be the
26 Director of the City of Oakland’s Housing and Community Development Department (HCD). The night
27 of the March 9 meeting, THAO called the City of Oakland’s Interim City Administrator (“Interim City
28 Administrator”). On March 10, 2023 the Interim City Administrator appointed City Employee 1 to be

1 the Interim Deputy Director of HCD.

2 43. THAO took active steps to advocate for and ultimately influence City Employee 1's
3 appointment to a high-level position within the City of Oakland. The City Administrator of Oakland has
4 the ultimate authority to appoint certain city department officials. However, under the Oakland City
5 Charter, the Mayor is entitled to appoint and remove the City Administrator and "give direction to the
6 City Administrator." In practice, the Mayor frequently expresses opinions and recommendations to the
7 City Administrator regarding hiring decisions, including appointments for department officials.

8 44. Beginning in early 2023, THAO expressed to the Interim City Administrator and a
9 member of her staff (City Employee 2) that she wanted City Employee 1 to be appointed to a director
10 level position within the administration. The Interim City Administrator did not believe the experience
11 of City Employee 1 qualified that person for a director-level position. However, based on THAO's
12 influence and direction, the Interim City Administrator appointed City Employee 1 as the Interim
13 Deputy Director of HCD.

14 THAO Meets with Housing Company Representatives

15 45. On or about April 14, 2023, a Housing Company employee (HC Employee) emailed and
16 text messaged THAO requesting a meeting to discuss Housing Company. On or about April 28, 2023,
17 HC Employee sent another email asking to schedule a meeting. THAO forwarded the email from HC
18 Employee to her scheduler and City Employee 2 and asked her scheduler to set up a virtual meeting with
19 HC Employee to discuss Housing Company. On or about May 30, 2023, THAO attended a virtual
20 meeting to discuss Housing Company with HC Employee and City Employee 2.

21 THAO Travels to Vietnam with D. DUONG and A. DUONG

22 46. In approximately late July and early August 2023, a business association closely
23 connected to D. DUONG and A. DUONG (Business Association) hosted a trade delegation trip to
24 Vietnam. Business Association has close ties with Recycling Company and the DUONGs, and has
25 received funding from entities associated with the DUONGs. D. DUONG is the Chairman of Business
26 Association, and Business Association shares an office space with Recycling Company. D. DUONG, A.
27 DUONG, THAO, JONES, and a number of other public officials from the Bay Area attended the trip.

28 47. The Port of Oakland reimbursed Business Association for a portion of the expenses

1 associated with THAO's trip, which included business class airfare, several nights in hotels, and money
2 for meals. Sponsors associated with Business Association paid for approximately \$4,000 in expenses
3 related to THAO's trip, which it labeled as a "discount" for THAO's trip. Sponsors associated with
4 Business Association also paid for JONES and another family member's trips, as well as several City
5 employees invited by THAO, the cost of which totaled tens of thousands of dollars.

6 November 28, 2023 Housing Company Board Meeting

7 48. On or about November 28, 2023, during a meeting of the members of the board of
8 Housing Company, D. DUONG, A. DUONG, and CO-CONSPIRATOR 1 discussed the bribery
9 arrangement with THAO and JONES. The conversation was recorded.

10 49. During the meeting, D. DUONG stated that he had talked to THAO and she wasn't ready
11 to purchase the housing units from Housing Company yet, and instead was waiting for another
12 government entity to order first. CO-CONSPIRATOR 1 stated that this did not accord with the deal that
13 had been made between THAO, JONES, D. DUONG, A. DUONG and CO-CONSPIRATOR 1. D.
14 DUONG responded that "the deal is the deal," but went on to tell CO-CONSPIRATOR 1 that if he
15 wanted THAO to deliver, he needed to help her make that happen so she did not have any "liability" or
16 "trouble" later. D. DUONG went on to say that "It's not because I promise you, so yah I will go to jail
17 for this. You know that. People don't promise and die because of their promise." Later D. DUONG
18 stated that although THAO wasn't going to "make the first move," she was going to "keep her promise."
19 D. DUONG further stated that he asked THAO to get the Oakland City Administrator ("City
20 Administrator") to visit Housing Company and said that THAO responded "yes, anytime." Specifically,
21 D. DUONG said: "I asked her to get [City Administrator] down here and she said yes, anytime. That
22 means she has that input. She has control."

23 JONES Receives an Additional \$35,000 Check from Housing Company

24 50. One day after the Housing Company board meeting on November 28, 2023, on
25 November 29, 2023, D. DUONG and JONES met in person. The same day, JONES deposited into his
26 bank account an additional \$35,000 check from Housing Company, and the deposit of that check caused
27 the interstate transmission of wire communications.

1 THAO Directs the Oakland City Administrator to Visit Housing Company

2 51. On or about October 26, 2023, THAO called D. DUONG and they had an approximately
3 seven-minute call. On or about October 31, 2023, THAO messaged D. DUONG and the City
4 Administrator. THAO introduced D. DUONG and the City Administrator and told the City
5 Administrator that D. DUONG would like to have a meeting with him. Following the introduction, D.
6 DUONG and City Administrator had an introductory phone call.

7 52. In approximately November 2023, THAO told City Administrator to reach out to D.
8 DUONG again. On or about November 17, 2023, City Administrator messaged D. DUONG and asked
9 to meet with him in early December.

10 53. On or about January 4, 2024, THAO messaged City Administrator and directed him to set
11 up a time to visit Housing Company. City Administrator toured Housing Company on or about January
12 7, 2024. D. DUONG and CO-CONSPIRATOR 1 were present during City Administrator's tour.

13 THAO Benefitted from the Payments to JONES

14 54. In total, between December 2022 and November 2023, JONES received a total of
15 \$95,000 from CO-CONSPIRATOR 1 and Housing Company.

16 55. THAO benefitted from these payments to JONES. Financial records indicate that from
17 approximately December 2021 through April 2022, THAO paid the monthly rent for THAO and
18 JONES's shared residence. From approximately May 2022 to December 2022, before JONES began
19 receiving payments as a result of the bribery scheme, THAO and JONES both contributed to the
20 monthly rent payments. Starting in January 2023, soon after JONES began receiving payments from
21 CO-CONSPIRATOR 1, and through at least June 2024, JONES paid the entirety of their rent. In
22 addition, beginning in January 2023, JONES increased his contribution to, or paid the entirety of, shared
23 bills with THAO, including household utility bills and mobile phone bills.

24 A. DUONG Lies to Federal Agents

25 56. On or about June 20, 2024, A. DUONG participated in an approximately three-hour
26 interview with agents from the Federal Bureau of Investigation (FBI). The agents told A. DUONG at
27 the beginning of the interview that it was a crime to lie to the FBI.

28 57. During the interview, FBI agents asked A. DUONG on three separate occasions if he was

1 aware of any payments made to JONES from Housing Company or people associated with Housing
2 Company. Each time, A. DUONG answered that he had no knowledge of JONES ever receiving
3 payments from Housing Company or anyone associated with Housing Company. A. DUONG also told
4 agents that he never spoke to JONES regarding Housing Company, and that he does not “deal with
5 Andre Jones for anything.” These statements made to the agents were false, and A. DUONG knew that
6 CO-CONSPIRATOR 1 and Housing Company had made several payments to JONES.

7 58. At the end of the interview, A. DUONG was again told that it was a crime to lie to the
8 FBI and asked if he wanted to correct anything. He declined to do so.

9 COUNT ONE: (18 U.S.C. § 371 – Conspiracy)

10 59. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
11 forth herein.

12 60. Beginning on an unknown date, but no later than October 7, 2022, and continuing
13 through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the
14 defendants,

15 SHENG THAO,
16 ANDRE JONES,
17 DAVID TRUNG DUONG, and
18 ANDY HUNG DUONG,

19 did knowingly and intentionally conspire with each other, CO-CONSPIRATOR 1, and others, known
20 and unknown to the Grand Jury, to commit offenses against the United States, namely to commit bribery
21 of an official of a local government that received funds under a federal program in violation of Title 18,
22 United States Code, Sections 666(a)(1)(B) and (a)(2).

23 61. It was a part and an object of the conspiracy that THAO and JONES, and others known
24 and unknown to the Grand Jury, directly and indirectly, would and did corruptly solicit, demand, accept,
25 and agree to accept a thing of value from any person, intending to be influenced in connection with any
26 business, transaction, or series of transactions involving a thing of value of \$5,000 or more before the
27 City of Oakland, which, in a one-year period, received benefits in excess of \$10,000 under a federal
28 program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal
assistance, in violation of 18, United States Code, Section 666(a)(1)(B).

1 62. It was a further part and an object of the conspiracy that D. DUONG, A. DUONG, and
2 CO-CONSPIRATOR 1, and others known and unknown to the Grand Jury, directly and indirectly,
3 would and did corruptly give, offer, and agree to give a thing of value to THAO, intending to influence
4 THAO in connection with any business, transaction, or series of transactions involving a thing of value
5 of \$5,000 or more before the City of Oakland, which, in a one-year period, received benefits in excess of
6 \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and
7 other form of federal assistance, in violation of 18, United States Code, Section 666(a)(2).

8 63. To further the conspiracy and effect the objects thereof, THAO, JONES, D. DUONG,
9 A. DUONG, and CO-CONSPIRATOR 1, and others, known and unknown to the Grand Jury, committed
10 following overt acts, each in the Northern District of California:

- 11 a. In or around October 2022, A. DUONG and D. DUONG caused a payment of \$75,000
12 from Recycling Company to CO-CONSPIRATOR 1 to fund the negative mailers in
13 support of THAO's mayoral campaign.
- 14 b. In or around October and November 2022, CO-CONSPIRATOR 1 arranged for the
15 production and circulation of negative mailers in support of THAO's mayoral campaign.
- 16 c. On or about November 1, 2022, CO-CONSPIRATOR 1 caused the mailers to be sent, via
17 the United States Postal Service, to residents of Oakland.
- 18 d. In or around December 2022 and January 2023, CO-CONSPIRATOR 1 made payments
19 to JONES totaling \$20,000 in furtherance of the bribery scheme.
- 20 e. In or around February and March 2023, THAO exerted her influence as Mayor of
21 Oakland to ensure an individual preferred by D. DUONG, A. DUONG, and
22 CO-CONSPIRATOR 1 obtained a high-level position in the City of Oakland Housing
23 and Community Development Department.
- 24 f. On or about April 4, 2023, CO-CONSPIRATOR 1 made a payment of \$5,000 to JONES
25 in furtherance of the bribery scheme.
- 26 g. On or about April 28, 2023, Housing Company made a payment of \$35,000 to JONES in
27 furtherance of the bribery scheme.
- 28 h. In or around July and August of 2023, THAO attended a trade delegation trip to Vietnam

1 sponsored by Business Association, which was closely associated with D. DUONG and
2 A. DUONG. Business Association sponsored a portion of the expenses associated with
3 THAO's trip and also paid for JONES' trip expenses, as well as the trip expenses for
4 other City of Oakland officials.

- 5 i. On or about October 31, 2023, THAO sent a text message to D. DUONG and City
6 Administrator and encouraged the City Administrator to have further discussions with D.
7 DUONG to further Housing Company' and Recycling Company's business interests.
- 8 j. On or about November 29, 2023, Housing Company made a payment of \$35,000 to
9 JONES in furtherance of the bribery scheme.
- 10 k. On or about January 5, 2024, THAO instructed City Administrator to take a tour of
11 Housing Company. On or about January 7, 2024, D. DUONG hosted City Administrator
12 for the tour of Housing Company.
- 13 l. On or about May 14, 2024, D. DUONG signed and sent a letter to the City of Oakland
14 seeking a 10-year extension of the contract between the City and Recycling Company.

15 All in violation of Title 18, United States Code, Section 371.

16 COUNT TWO: (18 U.S.C. § 666(a)(1)(B) – Bribery Concerning Programs Receiving Federal
17 Funds); (18 U.S.C. § 2 – Aiding and Abetting)

18 64. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
19 forth herein.

20 65. Beginning on an unknown date, but no later than October 7, 2022, and continuing
21 through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the
22 defendants,

23 SHENG THAO, and
24 ANDRE JONES,

25 did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything
26 of value from any person, intending for THAO, as mayor of the City of Oakland, to be influenced and
27 rewarded in connection with any business, transaction, or series of transactions involving a thing of
28 value of \$5,000 or more before the City of Oakland, which, in a one-year period, received benefits in

1 excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee,
2 insurance, and other form of federal assistance, and did abet and abet the same offense.

3 66. Specifically, THAO and JONES solicited and accepted things of value from another
4 person, including but not limited to \$95,000 in payments made to JONES with the promise of additional
5 payments and the benefit of a negative mailer campaign costing approximately \$75,000 in support of
6 THAO's mayoral campaign, such benefits and payments intended to influence THAO, including in
7 connection with City of Oakland business and transactions involving the purchase of housing units from
8 Housing Company, the appointment of preferred candidates to official positions, and the extension of
9 Recycling Company's contract with the City of Oakland.

10 All in violation of 18, United States Code, Sections 666(a)(1)(B) and 2.

11 COUNT THREE: (18 U.S.C. § 666(a)(2) – Bribery Concerning Programs Receiving Federal Funds);
12 (18 U.S.C. § 2 – Aiding and Abetting)

13 67. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
14 forth herein.

15 68. Beginning on an unknown date, but no later than October 7, 2022, and continuing
16 through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the
17 defendants,

18 DAVID TRUNG DUONG, and
19 ANDY HUNG DUONG

20 corruptly gave, offered, and agreed to give anything of value to any person, with intent to influence or
21 reward an agent of a local government, to wit, the City of Oakland, in connection with any business,
22 transaction, or series of transactions involving a thing of value of \$5,000 or more before the City of
23 Oakland, which, in a one-year period, received benefits in excess of \$10,000 under a federal program
24 involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance.
25 Specifically, D. DUONG and A. DUONG gave, offered, and agreed to give, including but not limited
26 to, \$95,000 in payments with the promise of additional payments and the benefit of a negative mailer
27 campaign costing approximately \$75,000 in support of THAO's mayoral campaign with the intent to
28 influence THAO in the City of Oakland's purchase of housing units from Housing Company, the

1 appointment of preferred candidates to official positions, and the extension of Recycling Company's
2 contract with the City of Oakland.

3 All in violation of 18, United States Code, Sections 666(a)(2) and 2.

4 COUNT FOUR: (18 U.S.C. § 1349 – Conspiracy to Commit Honest Services Mail Fraud and
5 Honest Services Wire Fraud)

6 69. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
7 forth herein.

8 70. Beginning on an unknown date, but no later than October 7, 2022, and continuing
9 through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the
10 defendants,

11 SHENG THAO,
12 ANDRE JONES,
13 DAVID TRUNG DUONG, and
14 ANDY HUNG DUONG,

15 did knowingly conspire and agree with each other and CO-CONSPIRATOR 1, and others known and
16 unknown to the Grand Jury, to commit honest services mail fraud and wire fraud, and was a part and an
17 object of the conspiracy that the conspirators, having devised and intended to devise a scheme and
18 artifice to defraud and deprive the people of Oakland of their intangible right to THAO's honest services
19 as Mayor of Oakland through bribery in breach of THAO's fiduciary duty, would and did place and
20 cause items to be placed in an authorized depository for mail to be sent and delivered by the United
21 States Postal Service, in violation of Title 18 United States Code, Sections 1341 and 1346, and
22 transmitted and caused to be transmitted wire communications in interstate commerce for the purpose of
23 executing the scheme and artifice to defraud in violation of Title 18 United States Code, Sections 1343
24 and 1346.

25 All in violation of Title 18, United States Code, Section 1349.

26 COUNT FIVE: (18 U.S.C. § 1341 – Honest Services Mail Fraud); (18 U.S.C. § 2 – Aiding and
27 Abetting)

28 71. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
forth herein.

1 to defraud and attempting to do so, transmitted and caused to be transmitted wire communications in
2 interstate commerce for the purpose of executing the scheme and artifice to defraud, specifically
3 interstate wire transmissions caused by the deposit of a \$35,000 check made out to JONES drawn on a
4 Housing Company bank account on or about April 28, 2023.

5 All in violation of Title 18, United States Code, Sections 1343 and 1346.

6 COUNT SEVEN: (18 U.S.C. § 1343 – Honest Services Wire Fraud); (18 U.S.C. § 2 – Aiding and
Abetting)

7 75. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
8 forth herein.

9 76. Beginning on an unknown date, but no later than October 7, 2022, and continuing
10 through at least on or about June 20, 2024, in the Northern District of California and elsewhere,
11 defendants

12 SHENG THAO,
13 ANDRE JONES,
14 DAVID TRUNG DUONG, and
ANDY HUNG DUONG,

15 knowingly and with the intent to defraud devised, intended to devise, participated in, and executed a
16 scheme and artifice to defraud the public of its right to the honest services of SHENG THAO as the
17 Mayor of Oakland by means of bribery, kickbacks, materially false and fraudulent pretenses, and the
18 concealment of material facts, and for the purpose of executing the aforementioned scheme and artifice
19 to defraud and attempting to do so, transmitted and caused to be transmitted wire communications in
20 interstate commerce for the purpose of executing the scheme and artifice to defraud, specifically
21 interstate wire transmissions caused by the deposit of a \$35,000 check made out to JONES drawn on a
22 Housing Company bank account on or about November 29, 2023.

23 All in violation of Title 18, United States Code, Sections 1343 and 1346.

24 COUNT EIGHT: (18 U.S.C. § 1001(a)(2) – False Statements to a Government Agency)

25 77. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
26 forth herein.

27 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981, Title 28, United States Code, Section 2461, and Federal Rule of Criminal Procedure 32.2.

DATED: January 9, 2025

A TRUE BILL.



FOREPERSON

PATRICK D. ROBBINS
Attorney for the United States
Acting under Authority Conferred by 28 U.S.C. § 515

/s/
MOLLY K. PRIEDEMAN
ABRAHAM FINE
LLOYD FARNHAM
Assistant United States Attorneys