

No. 24-855

In the Supreme Court of the United States

SHEN ZHEN NEW WORLD I, LLC, PETITIONER

v.

UNITED STATES OF AMERICA

*ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT*

BRIEF FOR THE UNITED STATES IN OPPOSITION

D. JOHN SAUER
*Solicitor General
Counsel of Record*
MATTHEW R. GALEOTTI
DAVID M. LIEBERMAN
*Attorneys
Department of Justice
Washington, D.C. 20530-0001
SupremeCtBriefs@usdoj.gov
(202) 514-2217*

QUESTION PRESENTED

Whether sufficient evidence supported petitioner's convictions for bribing a city councilman by giving him gifts worth more than \$1 million with intent to receive favorable official action on a real estate development project in exchange.

TABLE OF CONTENTS

	Page
Opinions below	1
Jurisdiction.....	1
Statement	1
Argument.....	9
Conclusion	16

TABLE OF AUTHORITIES

Cases:

<i>Bluman v. FEC</i> , 800 F. Supp. 2d 281 (D.D.C. 2011), aff’d, 565 U.S. 1104 (2012).....	15
<i>Dewberry Grp., Inc. v. Dewberry Eng’rs Inc.</i> , 145 S. Ct. 681 (2025)	15
<i>Graver Tank & Mfg. Co. v. Linde Air Prods. Co.</i> , 336 U.S. 271 (1949).....	12
<i>Jackson v. Virginia</i> , 443 U.S. 307 (1979)	12
<i>Kyles v. Whitley</i> , 514 U.S. 419 (1995)	12
<i>McCormick v. United States</i> , 500 U.S. 257 (1991)	10, 15
<i>McDonnell v. United States</i> , 579 U.S. 550 (2016)	8, 12
<i>Molinaro v. New Jersey</i> , 396 U.S. 365 (1970).....	14
<i>Skilling v. United States</i> , 561 U.S. 358 (2010).....	6, 10
<i>Snyder v. United States</i> , 603 U.S. 1 (2024)	9
<i>United States v. Allen</i> , 10 F.3d 405 (7th Cir. 1993).....	14
<i>United States v. Dean</i> , 629 F.3d 257 (D.C. Cir. 2011)	14
<i>United States v. Ganim</i> , 510 F.3d 134 (2d Cir. 2007), cert. denied, 552 U.S. 1313 (2008)	13
<i>United States v. Gjieli</i> , 717 F.2d 968 (6th Cir. 1983), cert. denied, 465 U.S. 1101 (1984).....	13

IV

Cases—Continued:	Page
<i>United States v. Jennings</i> , 160 F.3d 1006 (4th Cir. 1998)	14
<i>United States v. Johnston</i> , 268 U.S. 220 (1925).....	12
<i>United States v. Johnson</i> , 621 F.2d 1073 (10th Cir. 1980)	13
<i>United States v. Kemp</i> , 500 F.3d 257 (3d Cir. 2007), cert. denied, 552 U.S. 1223 (2008).....	14
<i>United States v. Lindberg</i> , 39 F.4th 151 (4th Cir. 2022)	13
<i>United States v. O’Donovan</i> , 126 F.4th 17 (1st Cir. 2025)	13
<i>United States v. \$129,374 in United States Currency</i> , 769 F.2d 583 (1985), cert. denied, 474 U.S. 1086 (1986).....	15
<i>United States v. Rasco</i> , 853 F.2d 501 (7th Cir.), cert. denied, 488 U.S. 959 (1988)	13
<i>United States v. Ring</i> , 706 F.3d 460 (D.C. Cir.), cert. denied, 571 U.S. 827 (2013)	13, 14
<i>United States v. Sharpe</i> , 470 U.S. 675 (1985)	15
<i>United States v. Shoemaker</i> , 746 F.3d 614 (5th Cir. 2014)	13
<i>United States v. Silver</i> , 948 F.3d 538 (2d Cir. 2020), cert. denied, 141 S. Ct. 656 (2021)	13
<i>United States v. Suhl</i> , 885 F.3d 1106 (8th Cir.), cert. denied, 586 U.S. 824 (2018)	13
<i>United States v. Sun-Diamond Growers</i> , 526 U.S. 398 (1999).....	11
<i>United States v. Terry</i> , 707 F.3d 607 (6th Cir. 2013), cert. denied, 571 U.S. 1237 (2014).....	13

Cases—Continued:	Page
<i>United States v. Traitz</i> , 871 F.2d 368 (3d Cir.), cert. denied, 493 U.S. 821 (1989)	13
<i>United States v. Woodward</i> , 149 F.3d 46 (1st Cir. 1998), cert. denied, 525 U.S. 1138 (1999).....	14
Statutes and rule:	
Travel Act, 18 U.S.C. 1952.....	6
18 U.S.C. 1952(a)(3).....	2, 7
18 U.S.C. 1952(b)	7
18 U.S.C. 2(b)	1, 2
18 U.S.C. 201	10
18 U.S.C. 201(b)(1).....	8
18 U.S.C. 201(b)(1)(A)	10
18 U.S.C. 666	10
18 U.S.C. 666(a)(2).....	2, 6, 10
18 U.S.C. 1343	1, 6
18 U.S.C. 1346	1, 6
52 U.S.C. 30121(a)(1)	15
Sup. Ct. R. 10	12

In the Supreme Court of the United States

No. 24-855

SHEN ZHEN NEW WORLD I, LLC, PETITIONER

v.

UNITED STATES OF AMERICA

*ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT*

BRIEF FOR THE UNITED STATES IN OPPOSITION

OPINIONS BELOW

The opinion of the court of appeals (Pet. App. 1a-39a) is reported at 115 F.4th 1167. The order of the district court (Pet. App. 54a-67a) is unreported.

JURISDICTION

The judgment of the court of appeals was entered on September 11, 2024. On November 21, 2024, Justice Kagan extended the time within which to file a petition for a writ of certiorari to and including February 7, 2025, and the petition was filed on that date. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

STATEMENT

Following a jury trial in the United States District Court for the Central District of California, petitioner was convicted on three counts of honest-services wire fraud, in violation of 18 U.S.C. 1343, 1346, and 2(b); four

counts of interstate or foreign travel in aid of racketeering, in violation of 18 U.S.C. 1952(a)(3) and 2(b); and one count of bribery involving programs receiving federal funds, in violation of 18 U.S.C. 666(a)(2). Pet. App. 41a. The district court sentenced petitioner to five years of probation. *Id.* at 42a. The court of appeals affirmed. *Id.* at 1a-39a.

1. a. Petitioner is a real estate development company owned by Chinese billionaire Wei Huang. Pet. App. 5a. In 2010, petitioner bought the 13-story L.A. Grand Hotel in downtown Los Angeles, with plans to transform it “into a 77-story mixed-use skyscraper that would constitute the tallest tower” in the city. *Id.* at 6a. Such large-scale projects required permits approved by the Los Angeles City Council. *Ibid.* And the Council typically deferred on such matters to the preferences of the councilmember representing the district in which the project was planned. *Ibid.*

Jose Huizar was the councilmember for the L.A. Grand’s district. Pet. App. 6a. Huizar also chaired the city’s Planning and Land Use Management Committee, which heard and voted on permitting matters before providing recommendations to the full City Council. *Ibid.* He also served on the Economic Development Committee, which approved tax rebates for large hotels. *Ibid.* Given Huizar’s roles, “[r]eal estate developers were thus vying for meetings with Huizar and jockeying for his support during the 2010s—a period of significant commercial real estate growth in downtown Los Angeles.” *Ibid.*

During that period, Huizar ran a “‘pay-to-play’ bribery scheme with Los Angeles developers.” Pet. App. 7a. He treated developers who provided him with “money and perks” as “‘friends of the office,’ leveraging his

power to advance their projects.” *Ibid.* “Developers who failed to pay got ‘no play,’” meaning that “Huizar ‘would essentially pay no attention to their project.’” *Ibid.*

Petitioner’s L.A. Grand project required several permits from the City Council, including for construction and selling alcohol. Pet. App. 7a. Huang told his employees “that it was ‘very important’ to have Huizar’s support based on [Huizar’s] ability to expedite and approve the L.A. Grand Hotel’s redevelopment.” *Id.* at 7a-8a. Huang’s associate told Huang’s aide that “Huang’s plan with Huizar was to ‘give, give, give’ as an ‘investment’ until the time was right to make the ‘big ask’ for Huizar’s support on the redevelopment project.” *Id.* at 8a. And petitioner “provided benefits—amounting to over one million dollars—to Huizar intending to receive official action supporting Huang’s L.A. Grand Hotel redevelopment project.” *Id.* at 16a.

Soon after their first meeting in 2013, “Huang began inviting Huizar to all-expense-paid trips to Las Vegas.” Pet. App. 8a; see *id.* at 7a. “These trips included flights on a private jet, luxury hotel villas with private pools, tens of thousands of dollars in gambling chips, Rolls-Royce car services, expensive food and alcohol, private casino hosts, and prostitutes.” *Id.* at 8a. Huang called Huizar “the VIP within the group,” sat next to him in the Rolls-Royce, served him first at dinner, allowed him to pick the wine, and gave him the most gambling chips and “first pick” of the prostitutes. *Ibid.* In total, over four years, Huang gave Huizar about \$260,000 in chips and 20 trips to Las Vegas. *Ibid.* Huizar also joined Huang on other all-expense-paid trips, including “a gambling junket to Australia and a golf outing to Pebble Beach.” *Ibid.*

As a result of his “lavish gift-giving,” Huang became a “friend of the office” and “top priority” for Huizar. Pet. App. 8a. “Huang frequently made requests of Huizar en route to Las Vegas in the private jet or soon after returning.” *Ibid.* “Huizar’s support to Huang included ensuring that permits for the initial multi-million-dollar renovations of the L.A. Grand Hotel were ‘handled properly,’ helping negotiate the purchase of an adjacent parking lot, resolving union disputes, issuing a city certificate honoring a boarding school located in the L.A. Grand Hotel, * * * holding a press conference for the school,” and introducing and voting in favor of a City Council resolution honoring Huang. *Ibid.*; see *id.* at 9a.

c. The two men “attempted to conceal the nature of their close relationship.” Pet. App. 9a. “Huang’s associates used false names for Huizar on the private jet’s flight manifests,” and Huizar’s aide cashed out the gambling chips “in inconspicuous amounts and gave Huizar the cash in the bathroom.” *Ibid.* During a 2015 trip, casino staff recognized Huizar and requested that he affirm in writing that he was not gambling with public funds; Huizar refused and left the casino floor. *Ibid.* “Huang subsequently stopped bringing Huizar to Las Vegas for a ‘cooling-off period’ because they wanted to ‘be careful.’” *Ibid.*

Huang also secretly assisted Huizar with a hush-money payment after a sexual-harassment lawsuit threatened Huizar’s reelection campaign in 2015. Pet. App. 9a. Huizar asked Huang for money to “silence” the former staffer who had brought the suit. *Ibid.* “In an attempt to keep Huang’s assistance in Huizar’s sexual harassment lawsuit ‘discreet and confidential,’ Huang funneled a \$600,000 payment through a foreign shell company” and directed an employee to wire the

money to a disbarred attorney and eventually to an account at a Pasadena bank. *Id.* at 9a-10a. The payment served as collateral for a private loan, which Huizar used to settle the lawsuit. *Id.* at 10a. “Huizar later won reelection and flew to Las Vegas with Huang to celebrate.” *Ibid.* At a hotel villa, “Huizar thanked Huang for saving his political career with the settlement money.” *Ibid.*

d. In 2016, the year after the election, “Huang made his ‘big ask’”: informing Huizar of his plans for the L.A. Grand and requesting Huizar’s support. Pet. App. 10a. “Huizar pledged ‘100 percent support’ to Huang for the project and explained what he could do as the [Planning and Land Use Management Committee] chair, including changing any necessary ordinances, rezoning the project, and granting [permits] for Huang to ‘go as high as he wants.’” *Ibid.*

As the trips to Las Vegas continued, Huizar followed through, using his office to support the L.A. Grand project. Pet. App. 10a. In August 2016, “Huizar organized a City meeting at Huang’s request to discuss the project” among “Huizar and his staff, Huang and his project team, the Deputy Mayor, and the heads of two City departments responsible for major redevelopment work.” *Id.* at 10a-11a. After the meeting, Huang sought and received “an official letter that would help finance the project.” *Id.* at 11a.

Huang provided Huizar with a draft letter “trumpeting the redevelopment” and the August meeting. Pet. App. 11a. “Huizar signed off on the letter despite misrepresentations as to a ‘civic hearing’ that never occurred and false urgency about the status of the project’s application.” *Ibid.*

e. In 2017, Huang learned that the FBI was investigating Huizar and instructed his aide “that there would be no more trips to Las Vegas with Huizar.” Pet. App. 11a. Huang also learned that “Huizar was involved in another sexual affair, which Huang complained was ‘no good’” for the L.A. Grand project “because he had ‘all his eggs in one basket with Jose Huizar.’” *Ibid.* Huang sought to court another councilmember with a trip to Las Vegas, and he supported Huizar’s wife in the 2020 City Council election, as Huizar had termed out of office. *Ibid.*

In 2018, the FBI searched Huizar’s office and home and interviewed Huang. Pet. App. 11a. The FBI also interviewed Huang’s aide and seized the aide’s phone. *Ibid.* After learning this, “Huang fled to China, where he remains a fugitive.” *Id.* at 11a-12a.

2. A grand jury in the Central District of California returned an indictment charging petitioner (Huang’s company) with honest-services wire fraud, in violation of 18 U.S.C. 1343, 1346; travel in aid of racketeering, in violation of the Travel Act, 18 U.S.C. 1952; and federal-programs bribery, in violation of 18 U.S.C. 666(a)(2). Pet. App. 12a. The grand jury also charged Huang, Huizar, and three others with various offenses. *Ibid.* The district court severed the other defendants from petitioner’s trial, and petitioner—with Huang having fled—was tried alone. *Ibid.*

The fraud counts alleged that petitioner paid bribes to Huizar for favorable action on the L.A. Grand project. See Superseding Indictment 101-103; *Skilling v. United States*, 561 U.S. 358, 367 (2010) (interpreting Section 1346 to reach “only bribery and kickback schemes”). And the Travel Act counts relied on state-law bribery offenses as the predicate “unlawful activity.” Supersed-

ing Indictment 108; see 18 U.S.C. 1952(a)(3) and (b). Accordingly, all of the counts were essentially premised on petitioner's having paid bribes to Huizar.

The jury found petitioner guilty on all counts. Pet. App. 12a. On a special verdict form, the jury found that petitioner "provided financial benefits to Jose Huizar intending to receive, in exchange for those financial benefits," various "official act(s)," such as Huizar's "presenting motions and resolutions in various City of Los Angeles * * * committees to benefit the redevelopment of the L.A. Grand Hotel" and "introducing or voting on City resolutions to enhance the professional reputation and marketability of [petitioner] and/or Wei Huang in the City to benefit the redevelopment of the L.A. Grand Hotel." D. Ct. Doc. 813, at 2 (Nov. 10, 2022); see *id.* at 2, 5, 7.

The district court denied petitioner's motion for judgment of acquittal or a new trial. Pet. App. 54a-67a. The court sentenced petitioner to five years of probation and ordered it, among other things, to pay a \$4 million fine. *Id.* at 42a, 45a.

3. The court of appeals affirmed. Pet. App. 1a-39a.

Petitioner challenged the sufficiency of the evidence on the theory that the government had proven only "lawful ingratiation," not bribery, because it had not "establish[ed] either an agreement between the parties or any official action by Huizar." Pet. App. 13a. The court of appeals rejected that challenge. See *id.* at 13a-20a.

The court of appeals recognized that bribery "requires proof of the bribe-giver's intent to enter a quid pro quo"—*i.e.*, "specific intent to give or receive something of value in exchange for an official act." Pet. App. 13a (citation omitted). It then observed that, under this

Court’s decision in *McDonnell v. United States*, 579 U.S. 550 (2016), bribery does not require that an official act actually be performed. Pet. App. 14a (citing *McDonnell*, 579 U.S. at 572). And it explained that, with respect to a bribe-giver, “the crime of bribery is completed when the bribe-giver offers or gives something of value with the requisite ‘intent to influence an official act.’” *Ibid.* (citation omitted).

The court of appeals observed that, under the text of the central federal bribery statute, “the bribe-giver commits bribery when he ‘corruptly gives, offers or promises anything of value to any public official’ ‘with intent . . . to influence any official act.’” Pet. App. 15a (quoting 18 U.S.C. 201(b)(1)). And it accordingly found that conviction of a bribe-giver “does not require an agreement to enter into a quid pro quo with the public official.” *Ibid.* Instead, “the crime of offering a bribe is completed when the defendant expresses an ability and a desire to pay the bribe.” *Ibid.* (brackets and citation omitted).

Here, the court of appeals found the trial evidence “more than sufficient” to show that petitioner committed bribery by “provid[ing] benefits—amounting to over one million dollars—to Huizar intending to receive official action supporting Huang’s L.A. Grand Hotel redevelopment project.” Pet. App. 16a. The court highlighted, as supporting the jury’s verdict, Huizar’s introduction and support of the City Council resolution honoring Huang, as well as Huang’s efforts to conceal the nature of his relationship with Huizar. See *id.* at 17a-19a.

The court of appeals also upheld the district court’s jury instructions, which petitioner challenged on largely the same grounds. Pet. App. 20a-24a. The court de-

clined to apply case law involving campaign contributions, noting that the gifts to Huizar “were indisputably *not* political campaign contributions and Huang—as a foreign national—was barred from making” such contributions in any event. *Id.* at 22a. The court rejected petitioner’s remaining claims and affirmed its convictions. *Id.* at 24a-39a.

ARGUMENT

Petitioner renews its contention (Pet. 15-24) that the government failed to prove that petitioner committed bribery (through its owner, Huang) by giving Huizar gifts with the intent to receive official acts by Huizar in exchange. The court of appeals correctly rejected that factbound contention, and its decision does not conflict with any decision of this Court or another court of appeals. This case would also be an unsuitable vehicle for considering petitioner’s claim because, among other reasons, Huang is a fugitive from justice. Equitable principles bar him from calling upon the Court to intervene when he will not himself face process in the United States, and the same principle should extend to petitioner, a company that appears to be solely owned by Huang. Further review is unwarranted.

1. Petitioner’s convictions for honest-services fraud, travel in aid of racketeering, and federal-programs bribery were premised on petitioner’s having committed bribery. See pp. 6-7, *supra*. “As a general matter, bribes are payments made or agreed to before an official act in order to influence the official with respect to that future official act.” *Snyder v. United States*, 603 U.S. 1, 5 (2024) (emphasis omitted). Thus, the federal-programs bribery statute prohibits “corruptly giv[ing], offer[ing], or agree[ing] to give anything of value * * * with intent to influence or reward an agent” of a covered

organization in connection with official business. 18 U.S.C. 666(a)(2). The federal-official bribery law similarly makes it unlawful to “corruptly give[], offer[] or promise[] anything of value to any public official * * * with intent * * * to influence any official act.” 18 U.S.C. 201(b)(1)(A); see Pet. App. 13a-14a. The honest-services bribery prohibition “draws content” from Sections 201 and 666. *Skilling v. United States*, 561 U.S. 358, 412 (2010).

Here, Huizar operated a “pay-to-play” bribery scheme, using his official power to advance development projects for “friends of the office”—*i.e.*, individuals who lavished Huizar with money and perks. Pet. App. 7a. Petitioner’s owner, Huang, “understood Huizar’s power” as “the ‘big boss’ of downtown” who “‘could essentially make or break’ a development project.” *Ibid.*; see *id.* at 7a-8a. Huang supplied Huizar with a steady stream of benefits—from the free luxury trips to Las Vegas to the sexual-harassment hush money—worth more than a million dollars. See *id.* at 6a-11a, 16a. And as the jury explicitly found, Huang’s intent in doing so was “to receive, in exchange for those financial benefits,” “official act(s)” by Huizar in support of the L.A. Grand redevelopment project. D. Ct. Doc. 813, at 2, 5, 7; see Pet. App. 8a (describing Huang’s plan “to ‘give, give, give’ as an ‘investment’ until the time was right to make the ‘big ask’ for Huizar’s support on the redevelopment project”); *McCormick v. United States*, 500 U.S. 257, 270 (1991) (“It goes without saying that matters of intent are for the jury to consider.”).

In challenging its convictions, petitioner principally focuses (Pet. 15-20) on legal principles that are not disputed. It notes that bribery, as opposed to lawful ingratiation, requires “a specific intent to give * * * some-

thing of value *in exchange* for an official act.” Pet. 17 (quoting *United States v. Sun-Diamond Growers*, 526 U.S. 398, 404-405 (1999)); see Pet. 20. The court of appeals repeatedly recognized that requirement. Pet. App. 13a-17a & n.3; see *id.* at 17a (bribery requires “specific intent to receive future official acts on a specific matter at the time the defendant pays or offers something of value *in return*”) (emphasis added). Petitioner further observes (Pet. 18) that a bribe contemplates an “exchange for an ‘official act’” rather than an “amorphous arrangement[] where an official’s side of the deal is too remote to specify.” The court of appeals repeatedly emphasized the official-act element as well. Pet. App. 13a-16a. And petitioner notes (Pet. 18, 20) that “[a] gift cannot *become* a bribe retrospectively,” so the defendant’s specific intent to exchange something of value for an official act must exist “at the time of the gift.” Here again, the court of appeals agreed. Pet. App. 14a (“[T]he crime of bribery is completed when the bribe-giver offers or gives something of value to the public official with the requisite ‘intent to influence an official act.’”) (quoting *Sun-Diamond*, 526 U.S. at 404).

Petitioner acknowledges that even the statement in the court of appeals’ opinion that it deems most problematic “could be read to hold (correctly) that the donor must intend to enter into an *exchange* with the public official to get an official act ‘in return’ for his gifts—*i.e.*, bribery.” Pet. 20 (quoting Pet. App. 17a). And petitioner itself takes the view that “no *actual* agreement is necessary” for a bribe; all that is required for a gift-giver to commit bribery is that he “at least *intend* the gifts to be part of an agreement” to exchange official action for the gifts. *Ibid.* The jury found that here. See Pet. App. 8a, 23a-24a; D. Ct. Doc. 813, at 2, 5, 7. Accord-

ingly, petitioner’s claim essentially reduces to a case-specific, factbound assertion that the gifts to Huizar were intended to obtain only generalized “goodwill” or “ingratiation” rather than to secure official acts supporting the L.A. Grand project. Pet. 15; see *id.* at 21.

Petitioner’s view of the evidence at trial, and the jury’s verdict upon receiving it, is unsound and disregards the appropriate standard of review for sufficiency claims, which requires that all reasonable inferences be drawn in favor of the jury’s verdict. See *Jackson v. Virginia*, 443 U.S. 307, 319 (1979). And in any event, ample evidence showed an actual agreement to exchange things of value for one or more official acts. As petitioner recognizes (Pet. 1), an agreement may be either implicit or explicit. See *McDonnell v. United States*, 579 U.S. 550, 572 (2016). And the evidence here demonstrated that Huang lavished Huizar with gifts worth more than a million dollars, and during the same time period, Huizar pledged his full support and took numerous actions, both official (introducing and supporting the resolution honoring Huang) and nonofficial, in support of the L.A. Grand project. Pet. App. 16a-18a & n.4; see *id.* at 10a (“Huizar pledged ‘100 percent support’ to Huang for the project and explained what he could do * * *, including changing any necessary ordinances, rezoning the project, and granting entitlements”).

This Court “do[es] not grant * * * certiorari to review evidence and discuss specific facts.” *United States v. Johnston*, 268 U.S. 220, 227 (1925); see Sup. Ct. R. 10. That “policy has been applied with particular rigor when district court and court of appeals are in agreement as to what conclusion the record requires.” *Kyles v. Whitley*, 514 U.S. 419, 456-457 (1995) (Scalia, J., dissenting) (citing *Graver Tank & Mfg. Co. v. Linde Air*

Prods. Co., 336 U.S. 271, 275 (1949)). Even assuming that the decision below reached an incorrect result, it did not adopt an outsized view of bribery as a legal matter, but instead cited and followed this Court’s precedents. See, *e.g.*, Pet. App. 13a-15a, 18a, 19a n.4, 23a, 26a (relying on *McDonnell*).

2. There is no disagreement in the courts of appeals that might warrant this Court’s review. As the court of appeals noted, its decision is consistent with those of its sister circuits holding that a gift-giver’s quid pro quo bribery offense is completed when he gives or offers a gift corruptly intending to influence an official act. Pet. App. 15a-16a; see *United States v. Lindberg*, 39 F.4th 151, 172 (4th Cir. 2022); *United States v. Suhl*, 885 F.3d 1106, 1113 (8th Cir.), cert. denied, 586 U.S. 824 (2018); *United States v. Ring*, 706 F.3d 460, 467 (D.C. Cir.), cert. denied, 571 U.S. 827 (2013); *United States v. Rasco*, 853 F.2d 501, 505 (7th Cir.), cert. denied, 488 U.S. 959 (1988); see also *United States v. O’Donovan*, 126 F.4th 17, 32 (1st Cir. 2025); *United States v. Silver*, 948 F.3d 538, 551 (2d Cir. 2020), cert. denied, 141 S. Ct. 656 (2021); *United States v. Shoemaker*, 746 F.3d 614, 623 (5th Cir. 2014); *United States v. Trait*z, 871 F.2d 368, 396 (3d Cir.), cert. denied, 493 U.S. 821 (1989); *United States v. Gjeli*, 717 F.2d 968, 976 (6th Cir. 1983), cert. denied, 465 U.S. 1101 (1984); *United States v. Johnson*, 621 F.2d 1073, 1076 (10th Cir. 1980).

Petitioner errs in asserting (Pet. 24-27) a circuit conflict. It mainly cites cases distinguishing bribery from giving gifts “to buy favor or generalized goodwill” rather than to influence official acts. *United States v. Ganim*, 510 F.3d 134, 149 (2d Cir. 2007) (Sotomayor, J.), cert. denied, 552 U.S. 1313 (2008); see *Silver*, 948 F.3d at 570 n.21 (2d Cir.); *United States v. Terry*, 707 F.3d

607, 613 (6th Cir. 2013), cert. denied, 571 U.S. 1237 (2014); *Ring*, 706 F.3d at 464 (D.C. Cir.); *United States v. Kemp*, 500 F.3d 257, 281 (3d Cir. 2007), cert. denied, 552 U.S. 1223 (2008); *United States v. Jennings*, 160 F.3d 1006, 1020 n.5 (4th Cir. 1998); *United States v. Woodward*, 149 F.3d 46, 55 (1st Cir. 1998), cert. denied, 525 U.S. 1138 (1999); *United States v. Allen*, 10 F.3d 405, 411 (7th Cir. 1993). As noted above, however, p. 11, *supra*, the court of appeals here consistently recognized that distinction—noting, for instance, that “[t]he jury was * * * instructed on each substantive count that it had to find the requisite intent to influence an official action through the exchange of benefits, beyond general goodwill-building or ingratiating.” Pet. App. 23a; see *id.* at 13a-17a & n.3.

Furthermore, several of the decisions that petitioner cites involved prosecutions of gift recipients, not gift-givers like petitioner. See, e.g., *United States v. Dean*, 629 F.3d 257, 259 (D.C. Cir. 2011); see also Pet. App. 14a (noting that petitioner “conflates the specific intent required of a bribe-giver with that of the *bribe-taker*”). And petitioner does not appear to dispute (Pet. 27) that a bribe-giver may be found guilty so long as the giver has “a specific intent to effect a quid pro quo,” *ibid.* (quoting *Ring*, 706 F.3d at 467), as the jury found that petitioner had here.

3. At all events, this case would be an inappropriate vehicle for considering the question presented. To start, Wei Huang—who appears to be the sole owner of petitioner—has fled to China and remains a fugitive from justice. Pet. App. 11a-12a, 58a; Pet. 11. A fugitive’s refusal to submit to legal process “disentitles [him] to call upon the resources of th[is] Court for determination of his claims.” *Molinaro v. New Jersey*, 396 U.S. 365, 366

(1970) (per curiam). Although petitioner is Huang’s company rather than Huang himself, fugitive disentitlement is an “equitable principle” that should not turn on that distinction. *United States v. Sharpe*, 470 U.S. 675, 681 n.2 (1985); see *Dewberry Grp., Inc. v. Dewberry Eng’rs Inc.*, 145 S. Ct. 681, 690 (2025) (Sotomayor, J., concurring) (“Equity ‘regards substance rather than form.’”) (citation omitted); cf. *United States v. \$129,374 in U.S. Currency*, 769 F.2d 583, 587 (9th Cir. 1985) (applying fugitive disentitlement to “bar intervention in a civil forfeiture proceeding by a fugitive’s successor in interest”), cert. denied, 474 U.S. 1086 (1986). At bottom, Huang is seeking to protect his financial and business interests while avoiding U.S. jurisdiction for his crimes.

Equally misplaced are petitioner’s concerns about chilling legitimate campaign contributions and other political activity (Pet. 1-3, 28-32), which pervade the petition for a writ of certiorari. This case does not involve putative campaign contributions. Pet. App. 22a; cf. *McCormick*, 500 U.S. at 273. As noted, petitioner is a company owned (apparently solely) by Huang, a Chinese national, Pet. App. 5a, 58a; Pet. 5, and thus has no right to make political contributions or participate in “our national political community.” *Bluman v. FEC*, 800 F. Supp. 2d 281, 288 (D.D.C. 2011) (Kavanaugh, J.), aff’d, 565 U.S. 1104 (2012); see 52 U.S.C. 30121(a)(1) (barring foreign nationals from “directly or indirectly” making campaign contributions). Granting certiorari would be an inappropriate use of this Court’s resources.

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted.

D. JOHN SAUER
Solicitor General
MATTHEW R. GALEOTTI
DAVID M. LIEBERMAN
Attorneys

MAY 2025