

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CITY COUNCIL MEETING FEBRUARY 11, 2025

J.1 PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

- **EASY READER & BEACHLIFE CANDIDATE FORUM FLYER- PROVIDED BY COUNCILMEMBER OBAGI**
- **DEFERRED PROSECUTION AGREEMENT- PROVIDED BY COUNCILMEMBER OBAGI**
- **PUBLIC COMMUNICATION**

Redondo Beach Roundtable

with Marcus Goodloe, Ph.D.
ASKING THE HARD QUESTIONS

"Redondo Veterans Park Library" by Jean Shultz.
The image was exhibited
at the April 5, 2024 CA 10
exhibit at the library."

PRESENTED BY

EasyReader & BEACHLIFE

REDONDO MAYORAL RACE ROUNDTABLE



Georgette Gantner



Jeff Ginsberg



Joan Irvine



James Light



Nils Nehrenheim

REDONDO CITY COUNCIL DISTRICT 1 ROUNDTABLE



Darin King



Rolf Strutzenberg



Brad Waller



Louise Burke



Chadwick Castle

CITY ATTORNEY ROUNDTABLE



Steve Colin



Joy Ford



Terri E. Hunt



Zen Obagi, Jr.

COUNCIL DISTRICT 4 ROUNDTABLE

MODERATOR:
MARCUS "GOODIE" GOODLOE, PH.D.
Redondo Beach Resident
Leadership Development Consultant

LOCATION:
REDONDO BEACH VETERANS PARK LIBRARY
309 Esplanade, Redondo Beach

THURSDAY, FEBRUARY 20
SCHEDULE:

Mayoral Roundtable
7 p.m. to 8:30 p.m.

Council Districts 1, 2, 4 Roundtable
5:45 p.m. to 6:45 p.m.

City Attorney Roundtable
5 p.m. to 5:30 p.m.



MADE BY MEG
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CATERING



1 JOSEPH T. MCNALLY
Acting United States Attorney
2 LINDSEY GREER DOTSON
Assistant United States Attorney
3 Chief, Criminal Division
DANIEL J. O'BRIEN (Cal. Bar No. 141720)
4 Assistant United States Attorney
Senior Litigation Counsel
5 Public Corruption & Civil Rights Section
1500 United States Courthouse
6 312 North Spring Street
Los Angeles, California 90012
7 Telephone: (213) 894-2468
Facsimile: (213) 894-0141
8 E-mail: daniel.obrien@usdoj.gov

9 Attorneys for Plaintiff
UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No.

13 Plaintiff,

DEFERRED PROSECUTION AGREEMENT

14 v.

15 ZEIN E. OBAGI, JR.,

16 Defendant.

17
18 INTRODUCTION

19 1. This Deferred Prosecution Agreement (the "DPA") is entered
20 into between the United States Attorney's Office for the Central
21 District of California (the "USAO") and defendant Zein E. Obagi, Jr.
22 ("defendant"). This DPA is entered into only on behalf of the USAO
23 and cannot bind any other federal, state, local, or foreign
24 prosecuting, enforcement, administrative, civil, or regulatory
25 authorities. The USAO is not aware of any pending investigations of,
26 or actions, against, defendant, or any conduct beyond that described
27 in Paragraph 2 below, that could give rise to any investigation of,
28 or actions against, defendant.

1 2. This DPA is entered into to resolve the USAO's criminal
2 investigation of defendant's participation in a scheme to defraud a
3 former client, Eric Dominguez, of both money and Dominguez's right to
4 defendant's honest services, by means of materially false and
5 fraudulent pretenses and the concealment of material facts ("the
6 Investigation").

7 CRIMINAL INFORMATION AND ACCEPTANCE OF RESPONSIBILITY

8 3. Defendant consents and agrees to the USAO filing in the
9 United States District Court for the Central District of California,
10 an Information in the form attached to this agreement as Exhibit A,
11 or a substantially similar form, that charges defendant, in Count
12 One, with violations of 18 U.S.C. §§ 1343, 1346: Wire Fraud and
13 Honest Services Wire Fraud. In connection with this agreement to the
14 filing of the Information, defendant, having been fully advised by
15 his counsel, knowingly and voluntarily:

16 a. Waives the right to indictment on these charges, as
17 well as all rights to a speedy trial pursuant to the Sixth Amendment
18 to the United States Constitution, Title 18, United States Code,
19 Section 3161, and Federal Rule of Criminal Procedure 48(b), and
20 agrees to reaffirm these waivers at the initial appearance before the
21 court on the Information, if an initial appearance is necessary
22 pursuant to Paragraph 3(e);

23 b. Waives, relinquishes, and gives up: (i) any right
24 that defendant might have not to be prosecuted for the offenses
25 charged in the Information because of the expiration of the statute
26 of limitations for those offenses prior to the filing of the
27 Information; and (ii) any defense, claim, or argument defendant could
28 raise or assert that prosecution of the offenses charged in

1 the Information is barred by the expiration of the applicable
2 statute of limitations, pre-indictment delay, post-indictment delay,
3 or any speedy trial violation;

4 c. Waives, relinquishes, and gives up any right to
5 challenge the form of the charges alleged in the Information,
6 including without limitation that the charges are duplicitous;

7 d. Waives, for purposes of the charges in the
8 Information and any other charges that may be filed against
9 defendant concerning the Investigation following a finding by the
10 Court of breach under Paragraph 18 below (a "Breach") and arising out
11 of the conduct described in the Statement of Facts attached as
12 Exhibit B ("Statement of Facts"), any objection with respect to venue
13 in the Central District of California;

14 e. Following a Breach, and only following a Breach,
15 defendant agrees to accept service, through counsel reflected in this
16 agreement, of a summons to make an initial appearance on the
17 Information before the criminal duty United States Magistrate Judge,
18 Central District of California, located in the Roybal Federal
19 Building and United States Courthouse, 3rd Floor, 255 E. Temple
20 Street, Los Angeles, California, on a date and time to be agreed upon
21 by the parties to this agreement, but no earlier than thirty (30)
22 days following a Breach and no later than ninety (90) days after a
23 Breach (absent a Breach, defendant is not required to accept service
24 of a summons to appear on the Information in any court of the United
25 States);

26 f. Following a Breach, and only following a breach,
27 defendant agrees to make an initial appearance on the Information as
28 specified in the summons; and

1 g. Absent a finding of Breach, by entering into this DPA,
2 and by waiving indictment in this matter, defendant does not consent
3 to the jurisdiction of the United States in any other matter and
4 reserves his right to assert any defense, claim, or argument to any
5 matter other than the Information described in Paragraph 3.

6 4. Defendant acknowledges and agrees that he is responsible
7 under United States law for the acts charged in the Information and
8 set forth in the Statement of Facts, and that the facts described in
9 the Statement of Facts are true and correct. Should the USAO pursue
10 the prosecution that is deferred by this DPA following a Breach,
11 defendant stipulates to the admissibility of the Statement of Facts
12 in any proceeding, including any trial, guilty plea, or sentencing
13 proceeding involving the charges in the Information or based on the
14 Statement of Facts, and agrees not to contradict anything in the
15 Statement of Facts at any such proceeding. Defendant's entry into
16 this DPA does not constitute an admission that he is guilty of the
17 offenses charged in the Information. In the event that the USAO
18 offers the Statement of Facts in any such proceedings, defendant
19 agrees that he will not challenge the admissibility or accuracy of
20 the Statement of Facts, but reserves the right to supplement the
21 Statement of Facts with additional factual information and make any
22 other argument relating to the Statement of Facts.

23 EFFECTIVE DATE OF AGREEMENT

24 5. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel,
26 and an Assistant United States Attorney (the "Initial Effective
27 Date").
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6. This DPA is effective for a period beginning on the Initial Effective Date and ending three years from the Initial Effective Date (the "Term"). Defendant agrees, however, that, in the event of a Breach by defendant, an extension or extensions of the Term of up to six months may be imposed by the USAO for each Breach, without prejudice to the USAO's right to proceed as provided in Paragraphs 17-20 below. Any extension of the Term extends all terms of this DPA, including the terms and conditions of the requirements in Paragraphs 8-9, for an equivalent period.

RELEVANT CONSIDERATIONS

7. The USAO enters into this DPA based on the individual facts and circumstances presented by this case and by defendant. Among the factors considered were the following: (a) defendant's timely willingness to acknowledge and accept responsibility for the actions charged in the Information and set forth in the Statement of Facts, although not admitting that he is guilty of the offenses set forth in the Information; (b) defendant's lack of criminal history; (c) defendant's timely satisfaction of a \$710,000 judgment imposed against him on March 12, 2020 after a bench trial in the matter *Dominguez v. Obagi, et al.*, LASC Case No. BC700046 ("Dominguez v. Obagi"), which addressed a portion of defendant's conduct set forth in the Statement of Facts; (d) defendant's May 3, 2024 suspension from the practice of law for two years, followed by a three-year period of probation, after a bench trial in *The Matter of Zein E. Obagi, Jr.*, Case Nos. SBC-21-O-30528 and SBC-22-O-31072-MC (Consolidated), which addressed a portion of defendant's conduct set forth in the Statement of Facts; (e) The State Bar Court of

1 California findings in the same matter of extraordinary good
2 character; (f) defendant's agreement to disgorge attorney's fees
3 received and associated with the representation of Timothy Cullen in
4 connection with the transfer of real estate and funds to third-party
5 nominees and the interpleader of a portion of those funds to the Los
6 Angeles County Superior Court on May 30, 2019 in *Obagi Law Group, P.C*
7 *v. Michael John Oliver, Michael Nishan Baltakian, Eric Dominguez, Tim*
8 *Cullen et al.*, LASC Case No. 19STCV18870; (g) the nature and
9 seriousness of the offense conduct; and (h) the legal and factual
10 defenses presented on behalf of defendant.

11 MATERIAL CONDITIONS OF DEFERRED PROSECUTION

12 8. During the Term, defendant agrees to comply with the
13 following conditions:

14 a. No later than the February 18, 2025 open session
15 meeting of the Redondo Beach City Council ("RBCC"), move to receive
16 and file the DPA as part of the record.

17 b. Within one hundred twenty (120) days of the Initial
18 Effective Date, submit a resignation to the State Bar of California
19 ("SBC"), Office of Chief Trial Counsel ("OCTC"). Defendant will
20 execute any agreements with the OCTC and/or the State Bar Court of
21 California and take any other actions necessary to ensure that the
22 resignation is effective and in compliance with SBC rules and
23 procedures. Defendant may not apply for reinstatement of his license
24 to practice law during the term of this agreement.

25 c. Within one hundred and eighty (180) days of the
26 Initial Effective Date, pay to the United States \$12,740 representing
27 attorney's fees received and associated with the representation of
28 Cullen in connection with the transfer of real estate and funds to

1 third-party nominees and the interpleader of a portion of those
2 funds. The Disgorgement shall be paid by check, certified check, or
3 money order made payable to "United States Department of Justice" and
4 will identify "Zein E. Obagi, Jr. DPA" and the case number on the
5 "memo" line. The payment can be provided to: United States
6 Attorney's Office, Civil Division, Financial Litigation Section, 300
7 N. Los Angeles St., Suite 7516, Los Angeles, CA 90012, with email
8 proof of the same provided to the USAO;

9 d. Not violate any United States law (federal, state
10 or local), and advise the USAO within 48 hours if arrested for a
11 crime, with the exception of minor offenses that would be excluded
12 for sentencing purposes under United States Sentencing Guideline
13 § 4A1.2(c).

14 9. Thirty (30) days prior to the end of the Term, defendant
15 will provide to the USAO a certification signed by defendant, and by
16 counsel approving as to form, stating that he has met the conditions
17 set forth in Paragraph 8 of this DPA. The parties to the DPA agree
18 that such certification will be deemed a material statement and
19 representation by defendant to the executive branch of the United
20 States for purposes of 18 U.S.C. § 1001 (false statement to federal
21 agency) and 18 U.S.C. § 1505 (obstruction of federal proceeding), and
22 it will be deemed to have been made in the Central District of
23 California.

24 CONDITIONAL RELEASE FROM LIABILITY

25 10. Nothing in this DPA shall preclude or limit the USAO or
26 any government entity from bringing a criminal prosecution against
27 defendant for making false statements, obstruction of justice,
28 perjury, subornation of perjury, witness tampering, or aiding and

1 abetting or conspiring to commit such offenses, based on defendant's
2 conduct in performing obligations under this DPA, including
3 information provided pursuant to this DPA. Further, the USAO may
4 use any information related to the conduct described in the
5 Statement of Facts against defendant: (a) in a prosecution for
6 perjury or obstruction of justice; (b) in a prosecution for making a
7 false statement; and (c) in a prosecution or other proceeding
8 relating to a violation of any provision of Title 26 of the United
9 States Code.

10 11. The USAO agrees that, absent a Breach, it will not
11 prosecute defendant for any conduct, other than the charges in the
12 Information or related to the conduct described in the Statement of
13 Facts. This DPA does not provide any protection against prosecution
14 by the USAO for conduct that is not expressly referenced in the
15 Information, the Statement of Facts, or this DPA.

16 12. This DPA does not provide any protection against
17 prosecution by the USAO for any other unrelated conduct by defendant
18 occurring before or after the time period described in the Statement
19 of Facts.

20 13. Nothing in this DPA in any way limits the USAO's ability
21 to use any information related to the conduct described in the
22 Information or the Statement of Facts in any prosecution or other
23 action not specifically precluded by this DPA

24 14. Absent a Breach or a prosecution against defendant for
25 conduct described in Paragraph 10, with respect to any prosecution
26 that may be brought against defendant by the USAO, the USAO will not
27 offer in evidence in its case-in-chief the statements in the
28 Statement of Facts.

15. Notwithstanding Paragraph 14 above, the USAO may use all information derived directly or indirectly from defendant for the purpose of obtaining and pursuing leads to other evidence, which evidence may be used for any purpose, including any prosecution of defendant.

DEFERRED PROSECUTION

16. In consideration of defendant's agreement to the terms set forth in Paragraphs 3, 4, 8, 9, and 22 above, the USAO agrees that any prosecution of defendant for the conduct set forth in the Information and Statement of Facts will, subject to the breach provisions in Paragraphs 17-20, be deferred for the Term. Absent a Breach, the USAO will move the Court to dismiss the Information with prejudice on or before the termination of the Term.

BREACH OF THE AGREEMENT

17. Defendant agrees that if, during the Term, he (a) knowingly and deliberately provides in connection with this DPA false or misleading information regarding a fact deemed material by the USAO; (b) knowingly fails to fulfill completely any of the obligations set forth in Paragraphs 3, 4, 8, 9, and 22 of this DPA; or (c) otherwise fails specifically to perform or to fulfill completely any of defendant's obligations under this DPA, the USAO may, in its discretion, subject to the procedural requirements of Paragraph 18 below, seek from the Court a finding that defendant has knowingly breached a provision of this DPA. Counsel for defendant will be provided notice of any motion to the Court seeking a finding of breach and have an opportunity to respond to such a motion. Upon such a finding by the Court, defendant shall thereafter be subject to prosecution for any federal criminal violation of which the USAO

1 has knowledge, including, but not limited to, the charges in the
2 Information described in Paragraph 3.

3 18. In the event the USAO determines that defendant has
4 knowingly breached a provision of this DPA deemed material by the
5 USAO, the USAO agrees to provide defendant with written notice of the
6 conduct constituting such breach through counsel reflected in
7 this DPA. Within thirty (30) days of receipt of such notice,
8 defendant shall have the opportunity to respond to the USAO in
9 writing to explain the nature and circumstances of the conduct
10 underlying the alleged breach, as well as the actions defendant has
11 taken to address and remediate the situation, which explanation the
12 USAO shall consider in determining whether to seek from the Court a
13 finding that defendant has breached this DPA. A final determination
14 that a material breach has occurred may be made only upon a finding
15 by the Court, based on a preponderance of evidence, that defendant
16 knowingly breached a provision of the DPA deemed material by the
17 USAO, after notice to defendant and its counsel and an opportunity
18 to be heard by the Court.

19 19. In the event that the Court determines that defendant has
20 breached this DPA and the USAO determines to pursue prosecution of
21 defendant for the charges in the Information, then: (a) all
22 statements made by or on behalf of defendant to the USAO or to the
23 Court, including the Statement of Facts, and any evidence derived
24 from such statements, shall be admissible against defendant in any
25 criminal prosecution brought by the United States against defendant;
26 (b) defendant waives, gives up, and shall not assert any claim under
27 the United States Constitution, any statute, Rule 11(f) of the
28 Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules

1 of Evidence, or any other federal rule that any statements made by
2 or on behalf of defendant prior or subsequent to this DPA, including
3 the Statement of Facts, or any evidence derived therefrom, should be
4 suppressed or is inadmissible, in a prosecution by the United States
5 against defendant; (c) defendant agrees that any applicable statute
6 of limitations for the charges in the Information is tolled between
7 the date of the signing of this DPA and ninety (90) days after the
8 Court's finding that defendant has breached this agreement; and (d)
9 defendant remains bound by all other waivers expressly made as part
10 of this agreement. Nothing herein shall preclude defendant from
11 asserting a defense based on the expiration of the statute of
12 limitations prior to or on the date that the DPA is signed, to the
13 extent defendant did not previously waive any such applicable statute
14 of limitations period pursuant to tolling agreements previously
15 entered into by the parties collectively from the period of May 2,
16 2024 through February 15, 2025.

17 20. Defendant acknowledges that the USAO has made no
18 representations, assurances, or promises concerning what sentence may
19 be imposed by the Court if defendant breaches this DPA, the USAO
20 follows through with prosecution, and this matter proceeds to
21 judgement. Defendant recognizes that the fact the government has
22 agreed to enter into this DPA shall have no bearing on what sentence
23 the government ultimately recommends after a breach. Defendant
24 further acknowledges that any such sentence is solely within the
25 discretion of the Court and that nothing in this
26 DPA binds or restricts the Court in the exercise of such discretion.

27 PUBLIC FILINGS AND STATEMENTS

28 21. Defendant and the USAO agree that the Information and DPA

1 (and its exhibits) shall be filed in the United States District
2 Court for the Central District of California at any time after the
3 Initial Effective Date.

4 22. Defendant expressly agrees that he shall not, either
5 personally or through any attorney(s), agent(s), or any other
6 person(s) authorized to make statements on behalf of defendant, make
7 any public statement, in litigation or otherwise, contradicting the
8 facts set forth in the Statement of Facts or suggesting in any way
9 that defendant's entry into the DPA was involuntary or unknowing.
10 Any such statement by defendant, or directed or knowingly caused by
11 defendant, regarding the Statement of Facts shall, subject to cure
12 rights of defendant described below, constitute a Breach of this DPA,
13 and the USAO may thereafter seek a finding from the Court of Breach.
14 Defendant may avoid a Breach of this DPA by publicly repudiating such
15 statement(s) within five (5) business days after notice from the USAO
16 of the identified contradictory statement. If the Court finds a
17 knowing Breach, the USAO may then seek prosecution as set forth in
18 Paragraphs 17-20 of this DPA. Defendant shall be permitted to raise
19 defenses and to assert affirmative claims in other proceedings
20 relating to the matters set forth in the Statement of Facts provided
21 that such defenses and claims do not materially contradict, in whole
22 or in part, a statement contained in the Statement of Facts. This
23 Paragraph does not apply to any statement made by any present or
24 former officer, director, employee, or agent of defendant in the
25 course of any criminal, regulatory, or civil case initiated against
26 such individual, unless such individual is speaking on behalf of
27 defendant.

28 //

1 LACK OF PRECEDENTIAL VALUE

2 23. Defendant agrees that this DPA and the terms and conditions
3 set forth herein are limited to the facts and circumstances of this
4 case and lack precedential value.

5 MISCELLANEOUS PROVISIONS

6 24. Any notice or report under this DPA shall be provided as
7 follows:

8 a. Any notice or report to the USAO under this DPA shall
9 be provided (1) via email to daniel.obrien@usdoj.gov and (2)
10 personal delivery, overnight delivery by a recognized delivery
11 service, or registered or certified mail, addressed to:

12 Daniel J. O'Brien
13 Assistant United States Attorney
14 Senior Litigation Counsel
15 Public Corruption and Civil Rights Section

16 Or

17 Chief, Public Corruption and Civil Rights Section
18 United States Attorney's Office, Central District of California
19 312 N. Spring Street, 15th Floor
20 Los Angeles, CA 90012

21 Notice shall be effective upon confirmed receipt by the USAO.

22 b. Any notice or report to defendant under this DPA
23 shall be provided (1) via email to lieser@kaplanmarino.com and (2)
24 personal delivery, overnight delivery by a recognized delivery
25 service, or registered or certified mail, addressed to:

26 Jennifer Lieser
27 Kaplan Marino
28 1546 N Fairfax Ave
29 Los Angeles, California 90046

30 25. This DPA may be executed in one or more counterparts, each

of which shall be considered effective as an original signature.
Further, all digital images of signatures shall be treated as
originals for all purposes.

26. This DPA is covered by the laws of the United States. The
USAO and defendant agree that exclusive jurisdiction and venue for
any dispute arising under this DPA is in the United States District
Court for the Central District of California.

27. This DPA sets forth all the terms of the agreement between
defendant and the USAO. Defendant understands and agrees that,
except as set forth in this DPA and its exhibits, there are no
promises, understandings, or agreements between the USAO and
defendant or its attorneys and that no amendments, modifications or
additions to this DPA or its exhibits shall be valid unless they are
in writing and signed by the USAO, an attorney for defendant, and
defendant.

AGREED AND ACCEPTED

JOSEPH T. MCNALLY
Acting United States Attorney

LINDSEY GREER DOTSON
Assistant United States Attorney
Chief, Criminal Division

Daniel J. O'Brien

DANIEL J. O'BRIEN
Assistant United States Attorney

Date

Attorneys for Plaintiff
UNITED STATES OF AMERICA

1 ZEIN E. OBAGI, JR.
2 Defendant

2/6/2025
Date

3
4 Jennifer Lieser
5 JENNIFER LIESER
6 Attorney for
7 Defendant Zein E. Obagi, Jr.

2.6.2025
Date

8 ACKNOWLEDGEMENT BY DEFENDANT

9 I have read this DPA and its exhibits in their entirety. I have
10 had enough time to review and consider this DPA and its exhibits and
11 I have carefully and thoroughly discussed every part of it with my
12 attorneys. I understand the terms of this DPA, and I voluntarily
13 agree to those terms. I have discussed the evidence with my
14 attorney, and my attorney has advised me of my rights, of the
15 criminal charges and possible criminal charges that might be filed,
16 of possible defenses that might be asserted either prior to or at
17 trial, and of the consequences of entering into this DPA. No
18 promises, inducements, or representations of any kind have been made
19 to me other than those contained in this DPA and its exhibits. No
20 one has threatened or forced me in any way to enter into this DPA. I
21 am satisfied with the representation of my attorney in this matter
22 and am entering into the DPA because I wish to take advantage of the
23 promises and representations set forth in this DPA and its exhibits,
24 and not for any other reason.

25 ZEIN E. OBAGI, JR.
26 Defendant

2/6/2025
Date

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 _____ JENNIFER LIESER Attorney for Defendant Zein E. Obagi, Jr.	<u>2.6.2025</u> Date
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Date _____

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ZEIN E. OBAGI, JR.,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1343: Wire Fraud
18 U.S.C. §§ 1343, 1346: Honest
Services Wire Fraud]

INTRODUCTORY ALLEGATIONS

At times relevant to this Indictment:

1. Defendant ZEIN E. OBAGI, JR. was an attorney licensed to practice in the State of California and the owner of the Obagi Law Group, P.C. ("Obagi Law Group").

2. Timothy Cullen ("Cullen") and Eric Dominguez ("Dominguez") were two California businessmen. In 2014, Cullen and Dominguez entered into a partnership to operate a mutual benefit non-profit marijuana dispensary named Valley Herbal Healing Center, Inc. ("Valley Herbal"). On or about October 5, 2016, Dominguez and Cullen hired defendant OBAGI to jointly represent them and their partnership in the sale of assets belonging to Valley Herbal to Equity Growth,

1 LLC ("Equity Growth"). The fee agreement with defendant OBAGI and
2 signed by Cullen, stated that any monetary recovery from the sale
3 would be deposited into defendant OBAGI's client trust account
4 ("CTA"), that the client would be promptly notified of the receipt of
5 such funds with a proposed distribution for approval, and that
6 contested funds would be held in trust until the dispute was
7 resolved.

8 3. On or about May 24, 2017, Dominguez sent an email to
9 defendant OBAGI informing him that, due to a dispute with Cullen,
10 Dominguez was recusing himself from negotiations regarding the
11 potential sale of Valley Herbal to Equity Growth. On or about May
12 31, 2017, defendant OBAGI replied that, given the conflict of
13 interest between Dominguez and Cullen, defendant OBAGI was
14 withdrawing his representation of Dominguez effective immediately.
15 On or about June 2 and 6, 2017, defendant OBAGI sent cease and desist
16 emails to Dominguez stating that defendant OBAGI would continue to
17 represent Cullen, but not Dominguez. Subsequently, the relationship
18 between defendant OBAGI and Dominguez became adversarial.

19 4. On or about July 7, 2017, defendant OBAGI filed a complaint
20 in the Los Angeles Superior Court ("LASC") against Equity Growth on
21 behalf of Cullen and Dominguez's partnership, titled *Valley Herbal v.*
22 *Eric Drew Shevin and Shevin Law Group*, LASC Case No. BC667767 ("the
23 Valley Herbal case"). On or about August 18, 2017, an attorney
24 filed, on behalf of Dominguez a separate complaint, *Eric Dominguez v.*
25 *Tim Cullen, et al.*, LASC Case No. BC673006 ("*Dominguez v. Cullen*"),
26 seeking damages against Cullen for claims concerning the Valley
27 Herbal sale. In response, defendant OBAGI filed a cross-complaint in
28 *Dominguez v. Cullen* against his former client, Dominguez. On or

1 about August 23, 2017, defendant OBAGI filed an amended complaint in
2 the Valley Herbal case, adding Cullen as a plaintiff and naming
3 Dominguez as a defendant. The amended complaint sought declaratory
4 relief that Dominguez was not owed any money from the sale of Valley
5 Herbal. The two lawsuits were related, or combined, on or about
6 December 11, 2017.

7 5. On or about March 28, 2018, Dominguez's attorney filed a
8 complaint for malpractice against defendant OBAGI, *Dominguez v.*
9 *Obagi, et al.*, LASC Case No. BC700046 ("*Dominguez v. Obagi*"),
10 alleging that defendant OBAGI abandoned representation and accepted
11 employment adverse to Dominguez without Dominguez's informed written
12 consent.

13 6. On or about April 24, 2018, the parties to the various
14 lawsuits reached a settlement in which (a) Equity Growth would pay
15 \$1.9 million less unpaid taxes to Cullen by September 25, 2018, and
16 (b) Cullen would pay \$515,000 to Dominguez, or 20.5% of any amount
17 less than \$1.9 million received by Cullen. Defendant OBAGI required
18 that the full amount of the settlement funds, including the portion
19 of the settlement funds owed to Dominguez, be deposited into his CTA
20 pursuant to a stock purchase agreement executed by Equity Growth,
21 Cullen, and a third party. Defendant OBAGI and the parties
22 understood that Dominguez would be paid his portion of the settlement
23 from the funds received into defendant OBAGI's CTA. The parties
24 agreed to this arrangement.

25 7. Under California law, an attorney who assumes
26 responsibility to hold and disburse funds owes the same fiduciary
27 obligations of loyalty, trust, and candor to a third party as he owes
28

1 to his own client and must maintain records, render accounts, and
2 promptly deliver such funds upon request.

3 8. On or about September 26, 2018, Equity Growth wired to
4 defendant OBAGI's CTA \$1,828,391.02, which represented the \$1.9
5 million settlement amount less amounts used to pay outstanding state
6 taxes.

7 9. From on or about September 25, 2018 through on or about
8 October 8, 2018, defendant OBAGI and Cullen were engaged in a dispute
9 with respect to the payment of defendant OBAGI's attorney's fees. On
10 or about September 27, 2018, defendant OBAGI retained the disputed
11 attorney's fee of \$128,675.86 within his CTA account and transferred
12 the remainder of the settlement funds, \$1,699,715.16, to another
13 attorney retained by Cullen per Cullen's request. After the
14 resolution of the attorney fee dispute, on or about October 9, 2018,
15 Cullen's new attorney wired the remainder of the settlement funds,
16 \$957,048.49, back to defendant OBAGI's CTA. Defendant OBAGI then
17 routed the entirety of those settlement funds, approximately
18 \$957,048.49, directly to Cullen without transferring to Dominguez his
19 share of the settlement.

20 10. These Introductory Allegations are incorporated into the
21 sole count of this Information.

COUNT ONE

[18 U.S.C. §§ 1343, 1346]

A. THE SCHEME TO DEFRAUD

11. Beginning on or about October 8, 2018 and continuing until on or about May 26, 2020, in Los Angeles County, within the Central District of California, and elsewhere, defendant ZEIN E. OBAGI, JR. and Timothy Cullen ("Cullen"), together with others known and unknown to the Acting United States Attorney, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud Eric Dominguez ("Dominguez") as to material matters through the use of materially false and fraudulent pretenses, representations, and promises, and the concealment of material facts to deprive Dominguez of: (a) moneys and funds and (b) Dominguez's right to the honest services of defendant OBAGI by means of bribery and kickbacks.

B. MEANS AND METHODS OF THE SCHEME TO DEFRAUD

12. The scheme to defraud operated, in substance, in the following manner and by the following means:

a. As part of their settlement of the attorney fee dispute, defendant OBAGI would discount his attorney fees by \$10,000 and Cullen would consent to release of the remainder of the retained attorney fees, approximately \$118,675, to the Obagi Law Group. Defendant OBAGI would route the entirety of the remaining settlement funds, approximately \$957,048.49, directly to Cullen without transferring to Dominguez his share of the settlement.

b. Notwithstanding defendant OBAGI's fiduciary duties to Dominguez, defendant OBAGI would fail to inform Dominguez or his attorneys that defendant OBAGI received the settlement funds from

1 Equity Growth, and, upon inquiry, would fail to tell them how much
2 was received.

3 c. Cullen would route the settlement funds into an escrow
4 account for the purchase of real property to be held in the name of a
5 straw purchaser.

6 d. In or around late April 2019, after a dispute arose
7 involving a straw purchaser, Cullen would cancel the escrow. On or
8 about May 6, 2019, Cullen would transfer the settlement funds that
9 remained in escrow, approximately \$657,000, to defendant OBAGI's CTA.

10 e. Upon receipt of the settlement funds, defendant OBAGI
11 would urge Cullen to remove the funds from his CTA and to find a
12 person he could trust to conceal the money from Dominguez.

13 f. In response, Cullen would enlist two associates,
14 Conduit 1 and Conduit 2, who would both agree to claim ownership to
15 the \$657,000 in settlement funds. Conduit 1 and Conduit 2 would also
16 agree to receive the \$657,000 from defendant OBAGI's CTA and then
17 surreptitiously transfer the money back to Cullen.

18 g. After Dominguez and his attorneys learned through a
19 third party that defendant OBAGI was again in possession of the
20 remaining settlement funds, Cullen would prepare two notarized
21 documents stating that Cullen was relinquishing all rights to the
22 funds and instructing defendant OBAGI to distribute the funds to
23 Conduit 1 and Conduit 2 in the amounts of \$325,000 and \$332,000,
24 respectively. Defendant OBAGI would subsequently email these
25 notarized documents to Dominguez's attorneys.

26 h. After Dominguez's attorneys filed a writ of levy and
27 garnishment to claim the funds, defendant OBAGI would file an
28 interpleader action with the LASC in which defendant OBAGI would

1 falsely claim, despite his knowledge to the contrary, that the funds
2 belonged to Conduit 1 and Conduit 2, who had secretly agreed at
3 defendant OBAGI's request, to funnel the funds back to Cullen.

4 USE OF WIRES

5 13. On or about May 6, 2019, within the Central District of
6 California, and elsewhere, defendant OBAGI, for the purpose of
7 executing the above-described scheme to defraud, transmitted and
8 caused the transmission of a wire communication in interstate
9 commerce, namely, an email sent from defendant OBAGI's Gmail account
10 to Cullen's Gmail account routed through Google servers outside of
11 California, which email acknowledged receipt of \$657,000, expressed
12 concern that money would be vulnerable to seizure, and recommended
13 that Cullen send the money to someone he trusted.

14 JOSEPH T. MCNALLY
15 Acting United States Attorney
16

17 LINDSEY GREER DOTSON
18 Assistant United States Attorney
19 Chief, Criminal Division

20 CASSIE D. PALMER
21 Assistant United States Attorney
22 Chief, Public Corruption and Civil
23 Rights Section

24 THOMAS F. RYBARCZYK
25 Assistant United States Attorney
26 Deputy Chief, Public Corruption &
27 Civil Rights Section

28 DANIEL J. O'BRIEN
Assistant United States Attorney
Senior Litigation Counsel
Public Corruption and Civil Rights
Section

EXHIBIT B

Background

Prior to his suspension effective May 3, 2024, defendant Zein E. Obagi, Jr. ("defendant") was an attorney licensed to practice in the State of California and the owner of the Obagi Law Group, P.C. ("Obagi Law Group").

During the periods set forth below, Timothy Cullen ("Cullen") and Eric Dominguez ("Dominguez") were two California businessmen.

In 2014, Cullen and Dominguez entered into a partnership to construct a premises for the operation of a marijuana dispensary through an organization named Valley Herbal Healing Center, Inc. ("Valley Herbal"). On October 5, 2016, Dominguez and Cullen hired defendant to jointly represent them and their partnership in the sale of Valley Herbal's assets to Equity Growth, LLC ("Equity Growth"). The fee agreement with defendant and signed by Cullen stated that any monetary recovery from the sale would be deposited into defendant's client trust account ("CTA"), that the client would be promptly notified of the receipt of such funds with a proposed distribution for their approval, and that contested funds would be held in trust until the dispute was resolved.

On May 24, 2017, Dominguez sent an email to defendant informing him that, due to a dispute with Cullen, Dominguez was recusing himself from negotiations regarding the potential sale of Valley Herbal to Equity Growth. On May 31, 2017, defendant replied that he was terminating his individual representation of Dominguez relative to the Valley Herbal negotiations and that, depending upon the severity of the conflict between Cullen and Dominguez, defendant might have to withdraw entirely from the representation of either Dominguez or Cullen.

On June 2 and 6, 2017, defendant sent cease and desist emails to Dominguez stating that he would continue to represent Cullen, but not Dominguez. Subsequently, the relationship between defendant and Dominguez became adversarial.

On July 7, 2017, defendant filed a complaint in the Los Angeles Superior Court ("LASC") against Equity Growth on behalf of Cullen and Dominguez's partnership titled *Valley Herbal v. Eric Drew Shevin and Shevin Law Group*, LASC Case No. BC667767 ("the Valley Herbal case"). On August 18, 2017, an attorney filed, on behalf of Dominguez a separate complaint, *Eric Dominguez v. Tim Cullen, et al.*, LASC Case No. BC673006 ("*Dominguez v. Cullen*"), seeking damages against Cullen for claims concerning the Valley Herbal sale. In response, defendant filed a cross-complaint in *Dominguez v. Cullen* against his former

1 client, Dominguez. On August 23, 2017, defendant filed an amended
2 complaint in the Valley Herbal case, adding Cullen as a plaintiff and
3 naming Dominguez as a defendant. The amended complaint sought
4 declaratory relief that Dominguez was not owed any money from the
sale of Valley Herbal. The two lawsuits were related, or combined,
on December 11, 2017.

5 On March 28, 2018, Dominguez's attorney filed a complaint for
malpractice against defendant, *Dominguez v. Obagi, et al.*, LASC Case
6 No. BC700046 ("*Dominguez v. Obagi*"), alleging that defendant
7 abandoned representation and accepted employment adverse to Dominguez
without Dominguez's informed written consent.

8 On or about April 24, 2018, the parties to the various lawsuits
9 reached a settlement by which (a) Equity Growth would pay \$1.9
million less unpaid taxes to Cullen by September 25, 2018, and (b)
10 Cullen would pay \$515,000 to Dominguez, or 20.5% of any amount less
than \$1.9 million received by Cullen. Defendant required that the
11 full amount of the settlement funds, including the portion of the
settlement funds owed to Dominguez, be deposited into his CTA,
12 pursuant to a stock purchase agreement executed by Equity Growth,
Cullen, and a third party. Defendant and the parties understood that
13 Dominguez would be paid his portion of the settlement from the funds
received into defendant's CTA. The parties agreed to this
14 arrangement.

15 On September 26, 2018, Equity Growth wired to defendant's CTA
16 \$1,828,391.02, which represented the \$1.9 million settlement amount
17 less amounts used to pay outstanding state taxes.

18 From September 25, 2018 through October 8, 2018, defendant and
Cullen were engaged in a dispute with respect to the payment of
19 defendant's attorney's fees. On September 27, 2018, defendant
retained disputed attorney's fees of \$128,675.86 within his CTA
20 account and transferred the remainder of the settlement funds,
\$1,699,715.16, to another attorney retained by Cullen per Cullen's
21 request. After the resolution of the attorney fee dispute, on
October 9, 2018, Cullen's new attorney wired the remainder of the
22 settlement funds, \$957,048.49, back to defendant's CTA.

23 Misdirection of Settlement Funds

24 As part of defendant and Cullen's settlement of the attorney fee
25 dispute, defendant agreed to discount his attorney fees by \$10,000
and Cullen agreed to release the remainder of the retained attorney
26 fees, \$118,675, to the Obagi Law Group. Defendant then routed the
entirety of the remaining settlement funds, approximately
27 \$957,048.49, directly to Cullen without transferring to Dominguez his
28 share of the settlement.

1 Defendant did not inform Dominguez or his attorneys that he
2 received the settlement funds from Equity Growth, and upon inquiry,
3 did not tell them how much was received.

4 Cullen routed the settlement funds into an escrow account for
5 the redevelopment of a parcel of real property that he had acquired
6 in the name of a straw purchaser, concealing his ownership of the
7 real property. Defendant was aware of Cullen's general practice of
8 concealing his ownership of real estate using straw purchasers.

9 In late April 2019, after a dispute arose involving the property
10 to be redeveloped, Cullen canceled the escrow into which the
11 settlement funds had been placed. On April 25, 2019, Cullen texted
12 defendant, "[G]onna need to see you in person. Need to lock down my
13 investment. . . . Let's just say your bad feeling looks to be
14 correct. . . . Need to find a way to secure all my assets."

15 On April 30, 2019, defendant responded by text, "Guess u gotta
16 find somebody u trust. [Cullen's Common Law Spouse]? And never marry
17 her." That same day, Cullen responded, "It is going to go in my best
18 friend's name."

19 On May 2, 2019, defendant filed quiet title actions with respect
20 to several properties Cullen had acquired in the name of straw
21 purchasers. In the quiet title actions, defendant falsely alleged
22 that Conduit 1 and Conduit 2 were the true owners of the properties
23 in question.

24 On May 6, 2019, Cullen transferred the settlement funds that
25 remained in escrow, \$657,000, to defendant's CTA. In a text message,
26 Cullen explained the transfer to defendant as follows:

27 "Zein gonna have [Escrow Company] wire a \$682 k into your
28 client trust account asap. [Straw Purchaser] has lost
his shit. Is trying to have investigation on [Escrow
Company] opened which will freeze my funds. Its obvious
[Dominguez] is behind him."

29 On May 6, 2019, via email, after receipt of the funds, defendant
30 acknowledged receipt but advised Cullen to remove the funds from
31 defendant's CTA and to find a person who Cullen could trust to
32 transfer the funds to instead, saying:

33 "I need you to agree to defend, indemnify and hold Obagi
34 Law harmless for any all costs associated with the
35 receipt of these funds. Please consult independent
36 counsel of your choice regarding what that means.

37 We've been sued by Dominguez. That falls into
38 malpractice insurance coverage. If either [Straw

1 Purchaser] or Dominguez sues me trying to get access to
2 these funds, because either [Escrow Company] says they
3 don't have the funds or they simply deduce where it
4 likely went, either could sue us even though there may be
no merit to their claim. They have no problem coming
after me.

5 Also I'm the obvious target. So my suggestion - besides
6 asking you to agree to the above - is you get this
7 elsewhere, to Michael Cohen as a refundable retainer for
services if you trust him or anybody else you trust."

8 The email was sent from defendant's Gmail account to Cullen's
9 Gmail account and was routed through Google servers outside of
California.

10 That same day, Cullen responded to defendant saying that they
could move the money to Cullen's friends:

11 "I moved it from [Escrow Company] because [Straw
12 Purchaser] was threatening her to get her into some kind
13 of audit which would lock my funds from me being able to
14 move to pay [b]ills etc. ... We can move it to my best
friends when you get back and leave some for billing."

15 On May 9, 2019, defendant received a letter from Dominguez's
16 counsel in the malpractice action, *Dominguez v. Obagi*, stating that
17 Dominguez believed that defendant had concealed the settlement funds
from Dominguez and demanding that defendant pay Dominguez's share of
the settlement.

18 On May 10, 2019, Cullen prepared two notarized letters to
19 defendant stating that he was relinquishing all rights to the funds
20 and instructing defendant to distribute the funds to Conduit 1 and
Conduit 2 in the amounts of \$325,000 and \$332,000, respectively.
Defendant received the notarized letters shortly thereafter.

21 On May 13, 2019, Dominguez's attorney served upon defendant a
22 writ of levy and garnishment to seize the funds held within
23 defendant's CTA to which Dominguez was entitled by virtue of the
settlement agreement.

24 During the evening of on or about May 13 and/or 14, 2019,
25 defendant met with Cullen and Cullen's two close friends, Conduit 1
26 and Conduit 2. Conduit 1 agreed to receive \$125,000, which
27 represented an amount in excess of Dominguez's demand letter and the
notice of levy and garnishment, and to route the funds back to
28 Cullen. In the event the funds in dispute ultimately were awarded by
a court to Conduit 1 and Conduit 2, both agreed to receive the
remainder of the funds and route such funds back to Cullen.

1 On May 14, 2019, defendant transferred \$125,000 to Conduit 1
2 leaving \$532,000 in defendant's CTA account.

3 On May 30, 2019, upon the advice of retained ethics counsel,
4 defendant filed an interpleader action requesting that the LASC
5 determine the ownership of the funds ("the Interpleader"). The
6 Interpleader asserted, "There remains \$532,000 in trust which, on
7 information and belief, belong to [Conduit 1] and [Conduit 2]," that
8 "there exists a dispute between the defendants - Eric Dominguez,
9 [Conduit 1], [Conduit 2] and Mr. Cullen relative to their respective
rights [to] that money," and that "[t]he dispute . . . as to the
money in controversy has arisen without [defendant Obagi's] collusion
or partiality." These assertions were not true and/or were
misleading.

10 Defendant received \$3,700 in attorney's fees for services he
11 personally performed in relation to Cullen's attempts to transfer
12 real estate and funds to Conduit 1 and Conduit 2. Defendant received
\$9,000 in compensation for services he rendered in connection with
the Interpleader.

13 Subsequent Litigation

14 On March 12, 2020, in the consolidated litigation, the LASC
15 entered judgment in favor of Dominguez and against defendant for
16 \$515,000, attorney fees of \$180,000, and expert fees of \$15,000, for a
total of \$710,000. On May 26, 2020, defendant satisfied the judgment.

17 On May 4, 2021, defendant filed a lawsuit, *Zein E. Obagi, Jr.,*
18 *et al. v. Byron Spencer Hollins, et al.* ("Obagi v. Hollins") in which
19 he alleged that his attorney in *Dominguez v. Obagi* had failed to
competently represent him.

20 On July 28, 2021, the State Bar of California ("SBC") filed a
21 disciplinary case against defendant.

22 False and Inaccurate Statements in Subsequent Litigation

23 On August 19, 2021, defendant's counsel in the SBC action sent a
24 letter to opposing counsel on behalf of defendant. The letter falsely
25 asserted defendant neither received \$957,048.49 in settlement funds
26 nor transferred those funds to Cullen. On September 17, 2021,
27 defendant's counsel in the SBC action sent another letter to opposing
counsel on behalf of defendant that acknowledged the \$957,048.49 in
transfers had occurred and that defendant "believed that Mr. Dominguez
must have been paid."

1 On August 27, 2021, in *Obagi v. Hollins*, defendant alleged in a
2 pleading that when he received the \$957,048.49 transfer into his CTA,
3 it was from "an unidentified source, with no representation as to what
4 that amount entailed"

5 On August 9, 2023, defendant testified under oath in the SBC
6 action that when he received the \$957,048.49 transfer on October 9,
7 2018, he was "perplexed" and "confused," he did not understand the
8 reason for the transaction, and that no one made him aware that he
9 needed to pay Dominguez.

10 On August 9, 2023, despite his prior interaction with and
11 representation of Cullen, defendant testified in the SBC action that
12 when he received the \$657,000 from the escrow company on May 6, 2019,
13 he "had not had any relations with Mr. Cullen for six months that I
14 can recall, no work performed for him, and all of a sudden notice of
15 levy arrives, and yeah, I don't know which arrived first, but around
16 the same time, money is transferred from the [Escrow Company] to my
17 client trust account." Defendant's statement was not true.

18 On August 9, 2023, defendant testified under oath in the SBC
19 action as follows:

20 Q: And either before or after [the Escrow Company] deposited
21 those -- \$657,000 into your trust account, did Mr. Cullen ever
22 explain why that money was put into your trust account to you?

23 A: Absolutely not.

24 Defendant's testimony was not true.

February 11, 2025

To: City of Redondo Beach City Council

Subject: Outdated Anti-Tree Ordinance

My name is Andre Leroux and I am a lifetime resident of Redondo Beach.

Did you know that privacy hedges are illegal in Redondo Beach?

According to a fence ordinance the side and rear yards should be a maximum of 6 feet and the front yard is even shorter at 42 inches. **The city is currently prosecuting me with a misdemeanor for hedges I planted over 12 years ago.** They are healthy and well maintained. **Both neighbors on the other side of the hedge want them to stay.**

After meeting and speaking with the fire department February 2, 2025, at the District 5 "Meet and Welcome Home the Heroes of Redondo Beach Fire and Police!" meeting, they stated Redondo Beach has two primary threats, earthquakes, and tsunamis. Because Redondo Beach is basically a "concrete jungle", there are no fire dangers, especially wild fire dangers. They stated Palos Verdes would be the nearest to us to experience any type of wild fire threats. What does that mean to people having green, lush hedges and trees? It means that having hedges, privacy screens, and trees does not promote any fire dangers as the city prosecutor as eluded to on the record in court last week. This was a false claim argument.

This law is on the books but it is dormant and never enforced until there is a disgruntled neighbor who reports you. After doing some research, I have discovered that over 30% of properties in Redondo Beach are estimated to be affected by this ordinance. Massive enforcement of this ordinance will cause the City of Redondo Beach to lose over 30% of their mature trees. NOT great for a Tree City USA recipient.

I have been trying to reach the city and there has been zero response from anyone. The only response I received from the city is a heavy prosecution from your legal department against my trees I planted over 12 years ago. Prior to planting the trees, I contacted your planning department and they stated there were no issues with my plan. These are very well established, mature, low water, and well-maintained trees which all directly affected neighbors want to keep.

There have been zero private properties with this violation in the last 5 years. I am the only private resident being prosecuted for this unenforced law. This was discovered through a public records search and proves it is not being enforced. Selective enforcement of the law allows for biases in policing, leading to potential abuse of power and corruption. It contributes to a breakdown of trust between law enforcement and communities, undermining public safety. This practice threatens the equitable treatment of all individuals under the law.

As you should know many Redondo Beach residents have similar trees and could also be charged with a misdemeanor after years of enjoying the benefits of having trees give privacy, shade, beauty, and so much more. You probably have trees such as this in your neighborhood including possibly your neighbor, if you live in Redondo Beach.

I currently have 245 signatures on a petition to change and update this ordinance. You can find this petition on change.org or the website I created for this called GreenRedondo.com. The direct link to the petition is: <https://chnng.it/ghRjNxFL4J>

change.org

Start a petitionMy petitionsBrowseMembership

🔍👤

Don't let Redondo Beach cut down our trees!



245[✓]

Verified signatures ▾

🌐 Share on Facebook

📧 Send via WhatsApp

🐦 Tweet to followers

🔗 Copy link

I have taken over 2000 photos of other homes in Redondo Beach violating this same ordinance. You can find a small sampling of photos on GreenRedondo.com.

Green RedondoPrintable Flyer ↗Illegal hedges?FAQ"Tree City USA"PetitionFacebookInstagramBLOG

GreenRedondo

"Preserving Nature, One Tree at a Time"

Sign Petition

Sign up for Newsletter

Join our committee



To be clear, after speaking with my neighbors, these neighbors do NOT want the trees cut. They are happy with them. These are the trees separating our properties and the two directly affected neighbors do NOT want my trees cut.

My neighbors do not want these trees cut, I do not want these trees cut, and yet your city is prosecuting me hard and wants to possibly JAIL ME FOR 6 MONTHS.

These laws need to be changed and updated to how the city has changed, being denser, and how we all want privacy from our neighbors.

There are new properties being built with landscaping being planted and permits signed off by your city inspectors. After speaking with the realtors, they stated the purpose of these trees to grow into each other and provide privacy. I would be extremely upset spending \$2.4M on a home and then finding out the planted trees,

approved by your city upon final inspection, would need to be cut. This is an extremely messed-up and outdated ordinance.



The city has created extremely high-density neighborhoods and they are just becoming denser. The way we use our properties is completely different than we did even 20 years ago. We all want privacy from the ever-encroaching houses. Plus, the added benefit is environmental, providing shade, and the aesthetic beauty of landscaping increasing our property values.

If you have hedges or trees on your property, this CAN happen to you! Again, there are over 30% of properties in Redondo Beach which are directly affected. This is WHY it is imperative we act now to save our trees! We need to act now as a city and as residents to save these trees by updating these outdated anti-tree ordinances.

Let's save these beautiful trees and update these laws to prevent anyone else from going through this criminal prosecution as I have.

Criminal prosecution, with the possibility of jailtime, just because I planted trees, is outrageous!

- Criminal prosecution on a completely unenforced ordinance.
- If this ordinance is unenforced, it should be removed from the books to prevent residents from these harsh ambiguous laws.
- As a Tree City USA, we should be planting more trees. Not only city/public trees, but we should be encouraging private residents to plant more trees to expand our tree canopy. As stated by RB Fire, Redondo Beach is a concrete jungle. By updating these laws, we are enhancing our community.

What are the benefits of trees, hedges, shrubs, and bushes?

Trees, shrubs, hedges, and bushes offer a wide range of benefits, both environmental and social. Here are some of the key advantages they provide

- **Economic Value:** Trees, shrubs, hedges, and bushes offer economic benefits by increasing property values, attracting tourists, and reducing energy costs through shading and insulation. They also support industries such as forestry, landscaping, and tourism.
- **Climate Regulation:** Through their cooling effect and transpiration process, trees help regulate local temperatures, reducing the urban heat island effect and mitigating the impacts of climate change.
- **Wildlife Habitat:** Trees, shrubs, hedges, and bushes provide essential habitats for various wildlife species, including birds, insects, and small mammals. They offer food, shelter, and nesting sites, supporting biodiversity and ecosystem health.
- **Water Management:** The root systems of trees, hedges, shrubs, and bushes help prevent soil erosion and stabilize slopes, reducing the risk of flooding and water runoff. They also absorb rainfall, reducing storm-water runoff and filtering pollutants before they reach water bodies.
- **Noise Reduction:** Vegetation acts as a natural barrier to sound, absorbing and deflecting noise from roads, highways, and urban areas, thereby reducing noise pollution and creating more peaceful environments.
- **Aesthetic Enhancement:** Trees, shrubs, hedges, and bushes enhance the visual appeal of landscapes, parks, and urban spaces, providing shade, texture, and color throughout the seasons. They contribute to the beauty of neighborhoods and improve property values.

Overall, trees, shrubs, hedges, and bushes play a vital role in supporting the health and well-being of both ecosystems and human communities, making them indispensable components of sustainable urban and rural environments

If you have hedges like this, you should never be prosecuted.

People planting trees should be commended.



If you have hedges like this, you should never be prosecuted.

People planting trees should be commended.



**If you have hedges like this, you should never be prosecuted.
People planting trees should be commended.**



**If you have hedges like this, you should never be prosecuted.
People planting trees should be commended.**



In the current ordinance, illegal hedges in Redondo Beach are:

1. **Front Yard:** over 42 inches tall (36 inches if you are on the corner lots)
2. **Rear and Side yards:** over 6 feet



These illegal hedges are throughout Redondo Beach in all districts. These are a few examples.

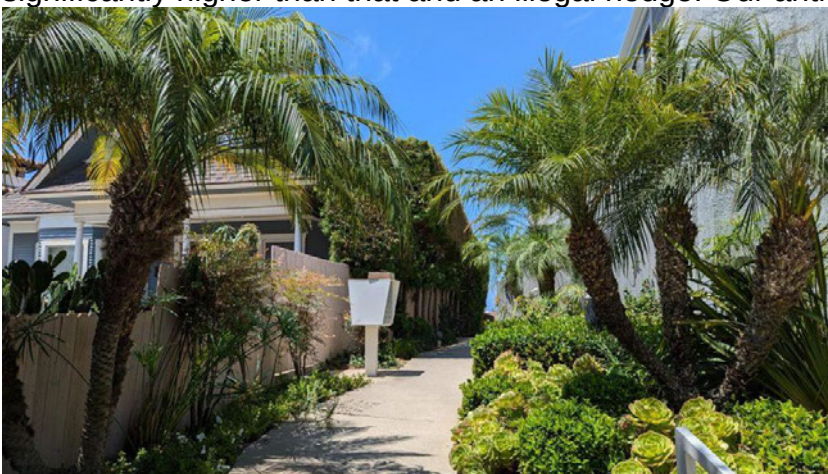


We need to save our trees.
[Sign our petition HERE](#)

This is at the corner of North Broadway and Carnelian Street. Yes, this is a corner lot on public property. This is our **Redondo Beach City Hall**. [Google maps view](#). It appears the wall construction was intended to follow the ordinance but they grew a tall hedge. It is 140 feet long on the Carnelian side alone. It is taller than 6 feet even...as referenced by the man walking on the sidewalk. This is an illegal hedge per the ordinance.



Current ordinance states the side setback hedge cannot be over 6 feet. This hedge is significantly higher than that and an illegal hedge. Our anti-tree laws need to change.



[Sign Petition](#)

This beautiful hedge is providing privacy for these residents. They are certainly over 6 feet tall and illegal. These anti-tree ordinances must be updated.



This beautiful hedge is providing privacy for these residents. They are certainly over 6 feet tall and illegal. These anti-tree ordinances must be updated to save these trees. Sign our petition.



This beautiful front hedge is providing privacy for these residents. They are certainly over 42 inches tall and illegal. These anti-tree ordinances must be updated to save these trees. Sign our petition.



Corner lot with 2 violations. The corner plants are higher than 36 inches and the driveway hedge is taller than 42 inches. Currently illegal under this ordinance.



This was taken at the **Department of Beaches and Harbors warehouse**. All those properties do not want to see this parking lot and want their privacy. These are all illegal per the current anti-tree ordinances. We need to change this...sign the petition and support our cause.



This hedge is located on a newer construction property. Per the current ordinance, this is located in the front set back and higher than 42 inches. This is an illegal hedge.



[Sign Petition](#)

This property is located adjacent to **Dive & Surf**. This hedge is located on their side setback which, per the ordinance, would need to be no taller than 6 feet. This is an illegal hedge.



This is a huge hedge 200 feet long within the front setback. Current ordinance states it should be maximum 42 inches tall. This is significantly taller and currently illegal. We need the change these laws. Sign the petition.







Side setback hedges taller than 6 feet currently illegal. Corner hedge being grown currently over 36 inches. These trees look beautiful and currently illegal under the current ordinance. Sign the petition to save these trees.



[Sign Petition](#)

Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall and side setback taller than 6 feet. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall and side setback taller than 6 feet. These are illegal. Let's change this ordinance.



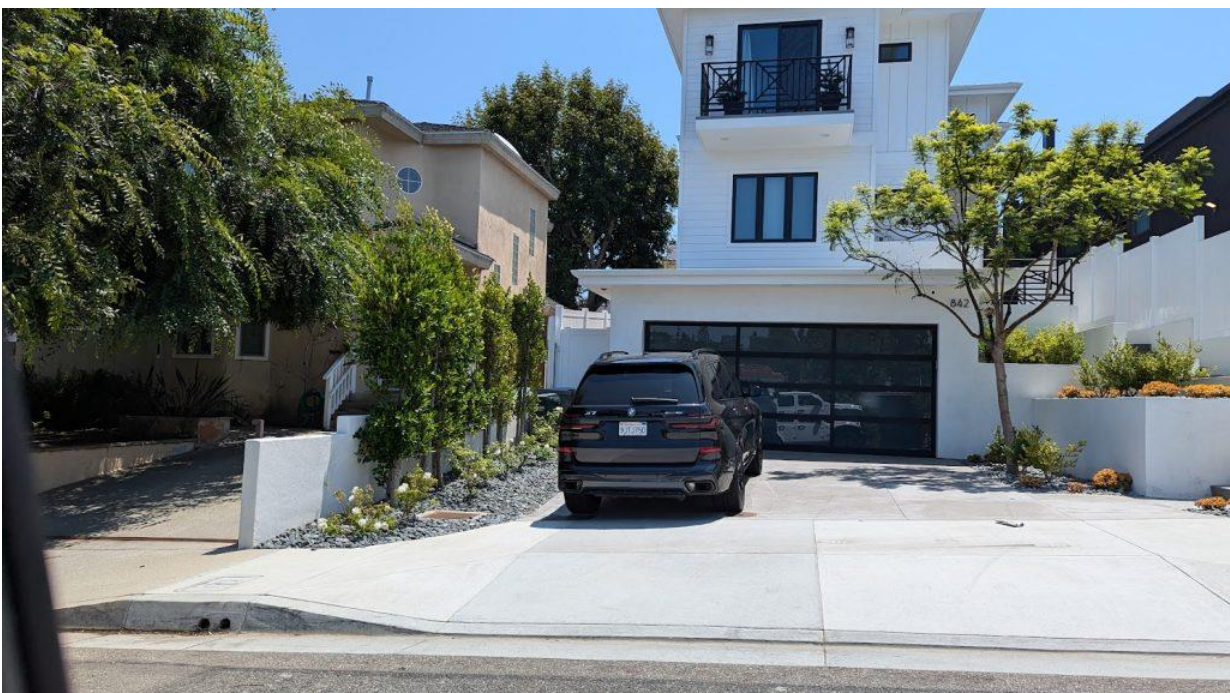
Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



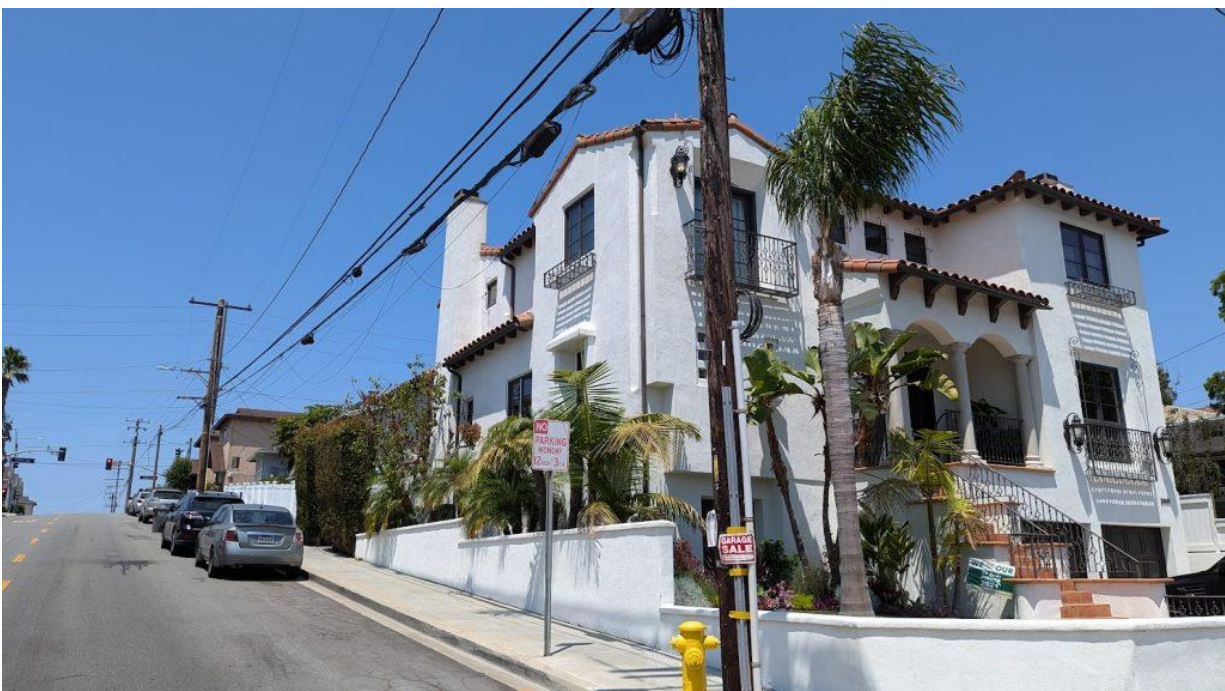
Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Side hedges over 6 feet tall. These are illegal. Let's change this ordinance.



Side hedges over 6 feet tall. These are illegal. Let's change this ordinance.



Side hedges over 6 feet tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



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Side/rear setback taller than 6 feet and currently illegal. Let's save these trees.



Newer construction with amazing front hedge...but because this is over 42 inches in the front setback, currently illegal. We need to change these anti-tree laws.



Front hedges over 42 inches tall. These are illegal. Let's change this ordinance.



This wall is certainly over 6 feet and currently illegal per the ordinance.



Driveway and front yard hedges for privacy. Looks amazing but currently illegal because they are over 42 inches.



These hedges are in front of a condo complex in their front setback. They are over 42 inches tall and illegal.



This nice hedge is providing a sound, and noise barrier. This is illegal since over 6 feet, side set back. Sign petition to update these ordinances.



This hedge is located at the new hotels off Marine. Illegal hedge over 6 feet.



This hedge is separating and providing privacy between these two properties. Obviously over 6 feet and currently illegal.



Side setback hedge taller than 6 feet. This is currently illegal under this ordinance. Let's get together and fight these outdated anti-tree laws and save our trees.



This hedge provides the privacy. These hedges are over 6 feet and currently illegal. We need to change these outdated, dormant laws.



[Sign Petition](#)

This hedge is illegal and certainly over 6 feet. We need to change these outdated ordinances. Sign the petition.



This privacy hedge is amazing and, unfortunately, over 6 feet, per current law. These outdated ordinances need to change.



Driving down Manhattan Beach Boulevard, you can see a series of people planting hedges for privacy, and to reduce noise. This is the rear setback of the property and hedge is taller than 6 feet and currently illegal. These laws need to change.





Another illegal hedge. This is a wonderful hedge and currently illegal because the hedge is taller than the 6 foot side/rear setback. We need to change these outdated laws. Sign the petition.



[Sign Petition](#)

This hedge is over their fence and over 6 feet thus illegal. Help us change this outdated ordinances.



This is the front of an apartment building. These hedges are in the front setback and taller than 42 inches and illegal.



Newer construction and this is their rear yard hedge. Taller than 6 feet and illegal.



Beautiful privacy hedge currently illegal in Redondo Beach. We need to update these ordinances.

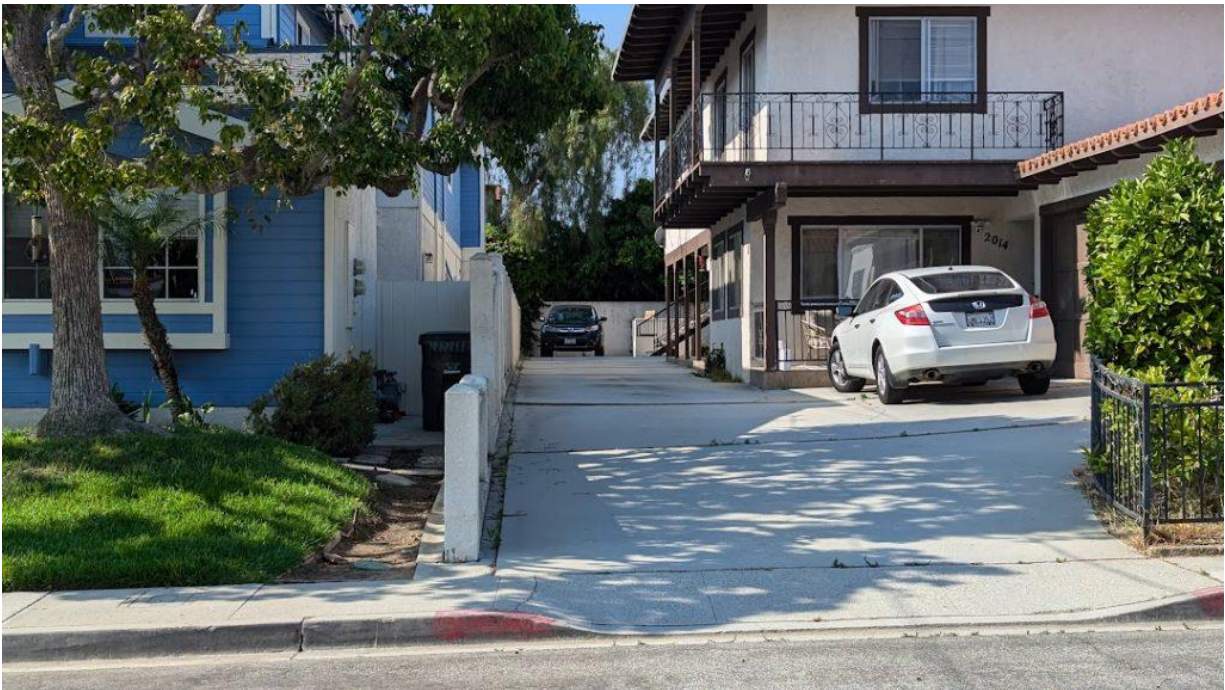


[Sign Petition](#)

Front setback hedge taller than 42 inches and currently illegal under this ordinance.



Rear setback privacy hedge, currently illegal in Redondo Beach. Sign petition to keep these trees.



Tall hedge on rear and side setbacks of the property taller than 6 feet. Currently illegal per this ordinance.



Tall hedge on rear and side setbacks of the property taller than 6 feet. Currently illegal per this ordinance.



This tree must be saved. Per this ordinance, this tree creates a barrier in the front setback and should be a maximum of 42 inches. These laws need to be updated.



Yes, all of this is illegal per the current ordinance. This is so beautiful and must be saved! Let's change this ordinance. Sign the petition.



Hedge taller than 6 feet and currently illegal.



[Sign Petition](#)

Properties behind Bamboo Thai with hedges taller than 6 feet. Currently illegal under this ordinance.



Rear of Grocery Outlet. These people wanted privacy and have a hedge taller than 6 feet in their rear setback. Currently illegal with the current ordinance. Sign the petition to update these anti-tree laws.



Hedge located in front setback taller than 42 inches. Currently illegal per the ordinance.



Hedge taller than 42 inches within the front setback and currently illegal.



Hedge located in rear and side setback taller than 6 feet. Currently illegal.



Newer construction believe in privacy hedges. This hedge is illegal per the current ordinance. Help us change the laws by signing the petition.



[Sign Petition](#)

Newer construction with driveway hedge taller than 42 inches currently illegal.



Newer construction with hedge taller than 42 inches in their front setback. This is currently illegal per the ordinance.



Wall topper higher than 6 feet and hedge in front setback taller than 36-inches (corner lot). Currently illegal per the ordinance.



Newer construction with hedge taller than 6 feet side setback. Currently illegal. Sign the petition to change these anti-tree laws.



Newer construction with hedge taller than 42 inches in front setback.



Newer construction with hedge taller than 42 inches in front setback.



Newer construction with hedges taller than 42 inches in front setback. Currently illegal in Redondo Beach.



[Sign Petition](#)

Front setback hedge appears to be higher than 42 inches. This hedge is illegal. We need to change this ordinance.



Front setback hedge appears to be higher than 42 inches. This hedge is illegal. We need to change this ordinance.



Newer construction and hedges taller than 42 inches in the front setback.



Newer construction with front hedges. Since these are in the front setback, they need to be a maximum of 42 inches.



Another illegal hedge at a newer construction.

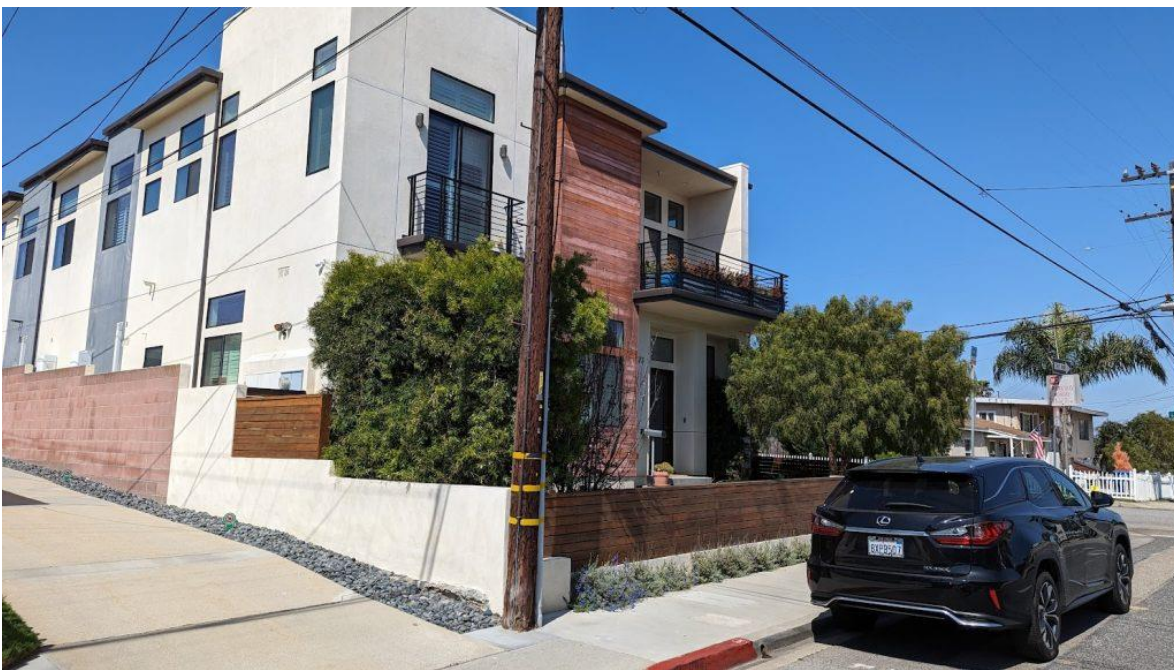


[Sign Petition](#)

Breakwater Village have several illegal hedges. These are higher than 6 feet and currently illegal. We need to change these dormant, anti-tree laws to save these trees.



Another illegal hedge at a newer construction.



Newer construction with hedges located on side setback taller than 6 feet. These are currently illegal per the ordinance.



Newly remodel and you can see there is a new hedge planted. The intention is for this to become a privacy hedge. These are currently at 6 feet over the 42 inch front setback and illegal.



New construction on 190th with a series of trees. The intent to to be a hedge but at this point, the height of the wall is at 42 inches in this front setback. How did this pass inspection? I would love to see a hedge here so these new residents can have the sound isolation from 190th and the privacy they deserve. Let's change these laws by signing the petition and contacting our representatives.



[Sign Petition](#)

Newly built and on the market. The contractors of new construction builds in Redondo Beach are acknowledging the importance of privacy hedges. This picture was taken of a new build with an asking price of \$2.4M. Speaking with the realtor, they stated the intended purpose is to grow into a hedge for privacy from the other house < 5 feet away.



From: [Mark Nelson](#)
To: [CityClerk](#)
Cc: [DarrylKHR@gmail.com](#); [James Light](#); [Paige Kaluderovic](#)
Subject: Public Comment - RB City Council - Summary of Actions Resulting from 2/8/25 D3 Resident Meeting 500-600 N Prospect
Date: Monday, February 10, 2025 12:58:52 PM

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

For the purposes of documentation, I've summarized and am entering this into the record. I noticed several people recording the meeting with cellphone video, so we can likely get a recording from someone if needed.

1. The City proposed to move forward with a hedge and trees on the median strip.
2. There was general agreement amongst the residents, however, concerns remained regarding safety and noise. Residents clarified from the City that the hedge did not preclude a soundwall or k-rail noise/health/safety solutions.
3. Residents asked for continued analysis on a soundwall. The soundwall would reduce noise at least 5dB, reduce the health damages of the nearly 70dB road noise documents in the certified BCHD EIR. It would also provide safety protections from runaway vehicles and intruders. **The City directed residents to the hedge at Manhattan Beach Blvd and Inglewood (McBain). Saturday afternoon concurrent noise measurements on both sides of the hedge revealed a noise reduction from 68.5dB to 67.2dB. That 1.3dB reduction is substantially less than the least effective soundwall. The hedge provides no mechanical safety benefit from wayward vehicles.**
4. Residents also requested the analysis of the lesser expensive k-rail to provide protection from vehicle incursions.
5. The City has the needed signatures and will proceed with a speed cushion study.
6. The City is redacting private information from its Prospect Ave speed study and will provide it to residents soon.
7. Residents were concerned about wrong way traffic and discussed improved signage, road paint, and other potential solutions for the intersection.
8. Residents were also concerned about the intersection dysfunction and turners from Prospect that cause wrong way traffic. The Assistant Director was referring the traffic issues to the traffic engineer.
9. Residents are seeking noise enforcement of aftermarket mufflers and loud motorcycle exhaust in compliance with California VEH Code.
10. Residents are seeking noise enforcement of amplified noise as per the RBMC.

11. The City stated that the proposed hedge improvement would have a hard cost of \$30-\$40K. Further, the City stated that the hedge and trees could be moved or removed in the event that a soundwall was approved.

12. The City is considering leaving room for K-rail in the planting process.

13. Residents are concerned with "cut through" traffic from Diamond to the BCHD intersection or the north end exit on the frontage.

Spotting Tactics for Avoiding Accountability

Hello, I'm Sara Martin, a Redondo Beach resident.

This is my third speech on Good Governance, focusing on transparency, accountability, responsiveness to the public, and good faith. My remarks tonight are paraphrased from Kelly O'Donnell's [essay on accountability](#) for the Core Humanitarian Standard Alliance. I ask listeners to note any tactics they observe employed by this body, or other local governance bodies, which serve to avoid official accountability to the public.

"Most people, when directly confronted by evidence that they are wrong, do not change their point of view or course of action but justify it even more tenaciously. Yet mindless self-justification, like quicksand, can draw us deeper into disaster. It blocks our ability to even see our errors, let alone correct them. It keeps many...from changing outdated attitudes and procedures that can be harmful to the public."

Here are ten tactics used to avoid accountability for mistakes, poor practice, dysfunction, and outright fraud and illegality. These tactics illustrate **what not to do** when we and our organisations are asked to give an account of our work – be it via routine self-assessments or requests to explain our actions. They can serve to minimise cognitive dissonance, to protect ourselves, or to intentionally misrepresent the facts.

1. Delegate the matter to someone else internally – diffuse it, distance yourself from it – and do everything to avoid an internal and especially an independent review.
2. Avoid, reword, or repackage, the issues – obfuscate the facts, or at least talk tentatively or vaguely about some mistakes in the past and that you or someone could probably have done a better job on ... but go no further; rationalise and/or disguise any culpability.
3. Focus on minor or "other" things so as to look like you are focusing on the central things, punctuating it all with the language of transparency and accountability.

4. Appeal to your integrity and to acting with the highest standards, without demonstrating either.
5. Point out your past track record. Highlight anything positive that you are doing or contributing to now.
6. Ask and assume that people should trust you without verification. Offer some general assurances that you have or will be looking into the matter and all is okay.
7. State that you are under attack or at least that you are not being treated fairly or that people just don't understand.
8. Mention other peoples' (alleged) problems, question their motives and credibility; dress someone else in your own dirty clothes, especially if they are noisome question-askers or whistleblowers.
9. Prop up the old boys' leadership club, reshuffle the leadership deck if necessary, yet without changing leaders or their power or how they can cover for each other in the name of "loyalty" and on behalf of the "greater good". Try to hold out until the dust settles and the "uncomfortable" stuff hopefully goes away.
10. So in short, don't really do anything with real transparency and accountability; rather, maintain your self-interests, lifestyle, affiliations, and allusions of moral congruity, even if it means recalibrating your conscience – essentially, acting corruptly via complicity, cover-ups, and cowardice.

As we listen, I'm sure we all recognize these tactics when used by others, which results in poor governance through habitual lack of accountability. We will enjoy good governance only when we are mature, confident, honest and courageous enough with ourselves to recognize when we employ these tactics or overlook them when employed by people we consider allies. We may as well keep score on ourselves because others sure enough will.

Martin

Good Governance

<https://saramartin288692.substack.com>

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