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7 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

8 UNITED STATES DISTRICT COURT

9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

<p>10 UNITED STATES OF AMERICA,</p> <p>11 Plaintiff,</p> <p>12 v.</p> <p>13 BRIAN K. WILLIAMS,</p> <p>14 Defendant.</p>	<p>No. CR 2:25-CR-00400-AB</p> <p><u>PLEA AGREEMENT FOR DEFENDANT</u> <u>BRIAN K. WILLIAMS</u></p>
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 17 1. This constitutes the plea agreement between Brian Williams
 18 ("defendant") and the United States Attorney's Office for the Central
 19 District of California (the "USAO") in the investigation of bomb
 20 threats made against Los Angeles City Hall. This agreement is
 21 limited to the USAO and cannot bind any other federal, state, local,
 22 or foreign prosecuting, enforcement, administrative, or regulatory
 23 authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
 27 at the earliest opportunity requested by the USAO and provided by the
 28 Court, appear and plead guilty to a single-count information in the

1 form attached to this agreement as Exhibit A or a substantially
2 similar form, which charges defendant with Threats Regarding Fire and
3 Explosives, in violation of 18 U.S.C. § 844(e).

4 b. Not contest facts agreed to in this agreement.

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

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

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

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

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

19 h. Defendant understands that the government obtained
20 additional material in this investigation that defendant has not been
21 shown. In exchange for the government's obligations under this
22 agreement, defendant gives up any right he may have had to review the
23 additional material, regardless of whether it is arguably exculpatory
24 or inculpatory, and further agrees to waive any argument that the
25 withholding of this material caused defendant's guilty plea to be not
26 knowing or involuntary. The government agrees not to use at
27 sentencing any of the withheld material without providing it to
28 defendant.

1 telephone, to communicate the threat; and (3) defendant acted
2 knowingly and willfully.

3 PENALTIES

4 5. Defendant understands that the statutory maximum sentence
5 that the Court can impose for a violation of Title 18, United States
6 Code, Section 844(e), is: 10 years imprisonment; a three-year period
7 of supervised release; a fine of \$250,000 or twice the gross gain or
8 gross loss resulting from the offense, whichever is greatest; and a
9 mandatory special assessment of \$100.

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

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

1 professional license. Defendant understands that unanticipated
2 collateral consequences will not serve as grounds to withdraw
3 defendant's guilty plea.

4 8. Defendant understands that, if defendant is not a United
5 States citizen, the felony conviction in this case may subject
6 defendant to: removal, also known as deportation, which may, under
7 some circumstances, be mandatory; denial of citizenship; and denial
8 of admission to the United States in the future. The Court cannot,
9 and defendant's attorney also may not be able to, advise defendant
10 fully regarding the immigration consequences of the felony conviction
11 in this case. Defendant understands that unexpected immigration
12 consequences will not serve as grounds to withdraw defendant's guilty
13 plea.

14 FACTUAL BASIS

15 9. Defendant admits that defendant is, in fact, guilty of the
16 offense to which defendant is agreeing to plead guilty. Defendant
17 and the USAO agree to the statement of facts provided below and agree
18 that this statement of facts is sufficient to support a plea of
19 guilty to the charge described in this agreement and to establish the
20 Sentencing Guidelines factors set forth in paragraph 11 below but is
21 not meant to be a complete recitation of all facts relevant to the
22 underlying criminal conduct or all facts known to either party that
23 relate to that conduct.

24 On October 3, 2024, defendant was serving as the Deputy Mayor of
25 Public Safety for the City of Los Angeles. That morning, defendant
26 was at Los Angeles City Hall participating in a virtual meeting with
27 multiple individuals in connection with his official duties. During
28 the meeting, defendant used the Google Voice application on his

1 personal cell phone to place a call to his city-issued cell phone.
2 Defendant then left the virtual meeting and placed a call to the
3 Chief of Staff of the Los Angeles Police Department and falsely
4 stated that he had just received a call on his city-issued cell phone
5 from an unknown male caller who had made a bomb threat against Los
6 Angeles City Hall. In fact, defendant had received no such call.
7 Instead, defendant himself knowingly and willfully made that threat,
8 which defendant admits was a threat to unlawfully damage or destroy a
9 building by means of fire or an explosive. At no time did defendant
10 intend to carry out the threat.

11 Approximately 10 minutes later, defendant sent a text message to
12 the Mayor of the City of Los Angeles and several high-ranking
13 officials in the Mayor's office and falsely reported: "Bomb threat: I
14 received phone call on my city cell at 10:48 am this morning. The
15 male caller stated that 'he was tired of the city support of Israel,
16 and he has decided to place a bomb in City Hall. It might be in the
17 rotunda.' I immediately contacted the chief of staff of LAPD, they
18 are going to send a number of officers over to do a search of the
19 building and to determine if anyone else received a threat." In
20 fact, defendant had not received such a call.

21 Shortly thereafter, LAPD officers responded to City Hall to
22 investigate the threat that defendant had reported. LAPD officers
23 searched the building and did not locate any suspicious packages or
24 devices. Defendant described to the responding LAPD officers the
25 threatening phone call he claimed to have received, stating that the
26 male caller said, "I'm tired of the city support of Israel, I have
27 decided to place a bomb in City Hall. It might be in the Rotunda."
28 Defendant showed the LAPD officers the record of an incoming call

1 that appeared as a blocked number on his city-issued cell phone and
2 said that was the unknown male caller who had conveyed the threat.
3 In fact, that incoming call record was the record of the call that
4 defendant had placed himself from the Google Voice application on his
5 personal cell phone.

6 Defendant then sent additional text messages to the Mayor of the
7 City of Los Angeles and several high-ranking officials in the Mayor's
8 office stating, "At this time, there is no need for us to evacuate
9 the building, I'm meeting with the threat management officers within
10 the next 10 minutes. In light of the Jewish holidays, we are taking
11 this thread, a little more seriously. I will keep you posted."

12 SENTENCING FACTORS

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

25 11. Defendant and the USAO agree to the following applicable
26 Sentencing Guidelines factors:

27 Base Offense Level: 12 U.S.S.G. § 2A6.1

1 Specific Offense
2 Characteristics:

3 Single Instance Without 4 Deliberation	-4	U.S.S.G. § 2A6.1(b)(6)
5 Acceptance of Responsibility:	-2	U.S.S.G. § 3E1.1(a)
6 Total Offense Level:	6	

7 The USAO will agree to a two-level downward adjustment for acceptance
8 of responsibility (and, if applicable, move for an additional one-
9 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the
10 conditions set forth in paragraph 2 are met and if defendant has not
11 committed, and refrains from committing, acts constituting
12 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as
13 discussed below. Subject to paragraph 22 below, defendant and the
14 USAO agree not to seek, argue, or suggest in any way, either orally
15 or in writing, that any other specific offense characteristics,
16 adjustments, or departures relating to the offense level be imposed.
17 Defendant agrees, however, that if, after signing this agreement but
18 prior to sentencing, defendant were to commit an act, or the USAO
19 were to discover a previously undiscovered act committed by defendant
20 prior to signing this agreement, which act, in the judgment of the
21 USAO, constituted obstruction of justice within the meaning of
22 U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set
23 forth in that section and to argue that defendant is not entitled to
24 a downward adjustment for acceptance of responsibility under U.S.S.G.
25 § 3E1.1.

26 12. Defendant and the USAO reserve the right to argue for a
27 sentence outside the sentencing range established by the Sentencing
28

1 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
2 (a)(2), (a)(3), (a)(6), and (a)(7).

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 13. Defendant understands that by pleading guilty, defendant
5 gives up the following rights:

6 a. The right to persist in a plea of not guilty.

7 b. The right to a speedy and public trial by jury.

8 c. The right to be represented by counsel -- and if
9 necessary have the Court appoint counsel -- at trial. Defendant
10 understands, however, that, defendant retains the right to be
11 represented by counsel -- and if necessary have the Court appoint
12 counsel -- at every other stage of the proceeding.

13 d. The right to be presumed innocent and to have the
14 burden of proof placed on the government to prove defendant guilty
15 beyond a reasonable doubt.

16 e. The right to confront and cross-examine witnesses
17 against defendant.

18 f. The right to testify and to present evidence in
19 opposition to the charges, including the right to compel the
20 attendance of witnesses to testify.

21 g. The right not to be compelled to testify, and, if
22 defendant chose not to testify or present evidence, to have that
23 choice not be used against defendant.

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

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1 at or below the statutory maximum specified above and (b) the Court
2 imposes a term of imprisonment within or above the range
3 corresponding to an offense level of 6 and the criminal history
4 category calculated by the Court, the USAO gives up its right to
5 appeal any portion of the sentence.

6 RESULT OF WITHDRAWAL OF GUILTY PLEA

7 16. Defendant agrees that if, after entering a guilty plea
8 pursuant to this agreement, defendant seeks to withdraw and succeeds
9 in withdrawing defendant's guilty plea on any basis other than a
10 claim and finding that entry into this plea agreement was
11 involuntary, then the USAO will be relieved of all of its obligations
12 under this agreement; and (b) should the USAO choose to pursue any
13 charge that was either dismissed or not filed as a result of this
14 agreement, then (i) any applicable statute of limitations will be
15 tolled between the date of defendant's signing of this agreement and
16 the filing commencing any such action; and (ii) defendant waives and
17 gives up all defenses based on the statute of limitations, any claim
18 of pre-indictment delay, or any speedy trial claim with respect to
19 any such action, except to the extent that such defenses existed as
20 of the date of defendant's signing this agreement.

21 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

22 17. Defendant agrees that if the count of conviction is
23 vacated, reversed, or set aside, both the USAO and defendant will be
24 released from all their obligations under this agreement.

25 EFFECTIVE DATE OF AGREEMENT

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

1 BREACH OF AGREEMENT

2 19. Defendant agrees that if defendant, at any time after the
3 signature of this agreement and execution of all required
4 certifications by defendant, defendant's counsel, and an Assistant
5 United States Attorney, knowingly violates or fails to perform any of
6 defendant's obligations under this agreement ("a breach"), the USAO
7 may declare this agreement breached. All of defendant's obligations
8 are material, a single breach of this agreement is sufficient for the
9 USAO to declare a breach, and defendant shall not be deemed to have
10 cured a breach without the express agreement of the USAO in writing.
11 If the USAO declares this agreement breached, and the Court finds
12 such a breach to have occurred, then: (a) if defendant has previously
13 entered a guilty plea pursuant to this agreement, defendant will not
14 be able to withdraw the guilty plea, and (b) the USAO will be
15 relieved of all its obligations under this agreement.

16 20. Following the Court's finding of a knowing breach of this
17 agreement by defendant, should the USAO choose to pursue any charge
18 that was either dismissed or not filed as a result of this agreement,
19 then:

20 a. Defendant agrees that any applicable statute of
21 limitations is tolled between the date of defendant's signing of this
22 agreement and the filing commencing any such action.

23 b. Defendant waives and gives up all defenses based on
24 the statute of limitations, any claim of pre-indictment delay, or any
25 speedy trial claim with respect to any such action, except to the
26 extent that such defenses existed as of the date of defendant's
27 signing this agreement.

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

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

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

19 22. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the calculations in paragraph 12 are
28 consistent with the facts of this case. While this paragraph permits

1 part of the record of defendant's guilty plea hearing as if the
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED

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

7 BILAL A. ESSAYLI
8 United States Attorney



5/21/2025

9 DAVID T. RYAN
10 Assistant United States Attorney

Date



11 BRIAN K. WILLIAMS
12 Defendant

5/21/2025
Date




5/21/25

14 ALAN EISNER
15 DMITRY GORIN
16 Attorney for Defendant
17 BRIAN K. WILLIAMS

Date

CERTIFICATION OF DEFENDANT

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



BRIAN K. WILLIAMS
Defendant

5/20/25

Date

Exhibit A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BRIAN K. WILLIAMS,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 844(e): Threats
Regarding Fire and Explosives]

The United States Attorney charges:

[18 U.S.C. § 844(e)]

On or about October 3, 2024, in Los Angeles County, within the Central District of California, defendant BRIAN K. WILLIAMS, through the use of a telephone and instrument of interstate and foreign commerce, willfully made a threat concerning an attempt and alleged attempt being made, and to be made, to unlawfully damage and destroy a building and other real property, by means of an explosive.

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1 Specifically, defendant WILLIAMS used a telephone to call the Los
2 Angeles Police Department and stated that a bomb had been placed
3 inside of Los Angeles City Hall.

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5 BILAL A. ESSAYLI
6 United States Attorney

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8 DAVID T. RYAN
9 Assistant United States Attorney
10 Chief, Nation Security Division
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