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COUNTY OF ORANGE

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**Special Meeting**  
**April 29, 2025**

**M E M O R A N D U M**

April 28, 2025

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: *United States v. Andrew Hoang Do*, United States District Court for the Central District of California, Southern Division Case No.: 8:24-cr-00126-JVS  
Victim Impact Statement

As the County is not a party to the above-referenced criminal case involving former Supervisor Andrew Do, please add to the April 29, 2025, special meeting agenda **discussion calendar** an item of business for the Board to consider and provide direction to my office concerning the submission of a Victim Impact Statement. This item of business should be described on the special meeting agenda as follows:

“Approve and direct County Counsel to submit Victim Impact Statement to the Orange County District Attorney, United States Department of Justice and/or the United States District Court in the matter of *United States v. Andrew Hoang Do*, case no.: 8:24-cr-00126-JVS.”

A copy of the proposed Victim Impact Statement is attached.

Thank you.

LJP:vl

cc: Members of the Board of Supervisors  
Michelle Aguirre, Interim County Executive Officer

**United States v. Andrew Hoang Do**  
**Criminal Case Number: 8:24-cr-00126-JVS**

Your Honor:

On behalf of the County of Orange (“County”) and its almost 3.2 million residents—the primary victims of former County Supervisor Andrew Do’s criminal conduct—the Orange County Board of Supervisors (“Board”) respectfully submits this statement to the District Court to document the long-lasting and severe impacts of the defendant’s criminal misconduct.

At a recent Board meeting discussing the upcoming sentencing of Andrew Do, over thirty speakers referenced the deep sense of shock and betrayal they felt as result of the defendant’s actions. Not only did the defendant abuse the privileges of his office to enrich himself, he did so at the expense and to the detriment of the voters that elected him to represent their interests.

The extent of the betrayal of the public trust cannot be overstated – both as to defendant’s colleagues on this Board and as to the people of Orange County. In our view, the abbreviated recitation of the defendant’s criminal conduct set forth in the Plea Agreement does not capture the devastating, real-world impacts of the defendant’s corrupt, self-dealing behavior on Orange County residents or their County government.

As the pandemic spread in 2020, thousands of Orange County residents were falling victim to COVID-19. Even more lost their jobs and struggled to afford adequate food and housing. In less than three months, the unemployment rate in Orange County soared from less than three percent in January to a high of 15 percent in May of 2020. Until vaccines became widely available at the end of 2021, Orange County senior citizens were particularly vulnerable. They could not leave their homes for fear of contracting the disease. Many could not work and could not afford to buy food. In response to this critical need, the County took swift action to approve Nutrition Gap Programs (NGP) to deliver food and meals to the elderly and disabled who were at the greatest risk of being food insecure. It is against this backdrop of dire need that defendant engaged in his criminal conduct. The defendant’s self-dealing behavior diverted millions of dollars that were intended to provide meals to housebound elderly and disabled County residents when they were at their most vulnerable and in need of help.

The injury to the public trust caused by the defendant continues to negatively impact the Board’s ability to represent the public we serve. Even after the discovery of his criminal conduct, the County continues to incur massive legal costs as it investigates and attempts to recoup the stolen and wasted funds from the organizations and individuals who participated in the defendant’s illegal scheme. Precisely because of the defendant’s criminal conduct, the state Legislature passed remedial legislation, targeting only the County of Orange, impairing our ability, as the County’s governing board, to meet the social needs of our County population. Every day, we must now work diligently to restore the public’s trust and confidence in County government.

As a result of the defendant’s misconduct, *i.e.*, his steering of multiple County contracts to Viet America Society (“VAS”), the County and the residents of the 1<sup>st</sup> Supervisorial District,

suffered a **direct loss of over \$10.3 million in public funds**. These losses resulted from the amounts the County paid to VAS for the following contracts that the County entered into at the defendant's direction, and which were intended to provide critical public services to County residents in the First Supervisorial District:

- Contract No. MA-012-21010980 (\$200,000), which was approved on December 31, 2020, for the provision of NGP Services, to elderly and disabled residents in the 1<sup>st</sup> Supervisorial District. This contract was funded with proceeds that the County received under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which provided funds to be used toward addressing homelessness, ensuring public health and safety, and providing public services to combat the effects of the COVID-19 pandemic.
- Contract No. MA-012-21011525 (\$3,999,996), which was approved on May 3, 2021, for the provision of NGP Services, to elderly and disabled residents in the 1<sup>st</sup> Supervisorial District. This contract was funded with revenue that the County received under the American Rescue Plan Act (ARPA).
- Discretionary District Beneficiary Agreement (\$2,200,000), which was entered into on December 20, 2022, to provide meal gap services to residents within the First Supervisorial District. This contract was funded with revenue that the County received under ARPA.
- Senior Congregant Meal Program Contract (\$3,000,000), which was entered into on June 27, 2023, to provide meals to residents within the First Supervisorial District. This contract was funded with County General Fund revenue.
- War Memorial Contract (\$1,000,000), which was entered into on September 27, 2023, for the design, construction, and maintenance of the Vietnam War Memorial at Mile Square Park. This contract was funded with County General Fund revenue.

The ARPA fund allocations that the County used for the \$4 million contract MA-012-21011525 and the Discretionary District Beneficiary Agreement were identified as "revenue loss" funds, meaning that these funds were intended by Congress to replace tax revenue the County did not receive during the COVID-19 pandemic, and which the County could broadly use to fund government services permissible under State law. As set forth in the plea agreement, under the \$4 million contract MA-012-21011525 alone, a minimum of 10,000 meals per month were required to be delivered to County seniors and disabled residents. By defendant's own admission, only 15% of these contract funds were spent appropriately to provide meals to the public.

However, the County losses were not limited to the expenditure of moneys received under the CARES Act and ARPA. The Senior Congregant Meal Program Contract and War Memorial Contract were funded with County general fund revenues. Indeed, two of the assets that are the subject of the United States Attorney's Application for Order of Forfeiture; (a) the real property located at 2410 W. 17th Street, Santa Ana, California 92706 purchased on July 18,

2023, and (b) the real property located at 14732 Candeda Place, Tustin, California 92780 purchased on July 21, 2023, **were purchased shortly after the execution of the Senior Congregant Meal Program Contract.** To date, the County has spent over \$800,000 trying to recover the monies it lost as a result of the defendant's actions, costs incurred both through a civil action against VAS and the various players – many of whom remain uncharged criminally – and through support of the federal criminal action.

We respectfully request that, at the sentencing hearing, the District Court order restitution to the County in the full amount of this loss, now totaling over \$11 million, so that these moneys can be used for their original, intended purposes, *i.e.*, to provide to the residents of Orange County those public services that were denied to them by defendant's fraudulent and corrupt behavior.

### ***The Defendant's Criminal Acts Were Disgraceful And Egregious***

During the height of the COVID-19 pandemic, the defendant abused the trust and good will of his Board colleagues. He abused his considerable power as an elected County official. Instead of providing meals to members of the public, Mr. Do, his daughters, and his close associates cynically viewed the various County contracts that the defendant steered to VAS as ever greater opportunities for brazen self-enrichment.

As set forth in the Plea Agreement, funds allocated to VAS were used to purchase real estate, enrich the defendant's daughters and associates, and cover Mr. Do's property taxes and credit card balances. The defendant directed the misappropriation of County funds knowing they would be used for his enrichment instead of providing meals to County seniors and disabled residents. When questioned about the County's contracts with VAS, and the involvement of his daughter, Rhiannon, the defendant lied to journalists, County staff, and to his Board colleagues. Abusing the power of his elected position, the defendant attempted to intimidate and silence those who asked questions about how the County money allocated to VAS was being spent. To cover up the on-going misappropriation of County funds, the defendant's close associates submitted false and misleading reports to County staff, lied to the County Executive Office, and pressured certified public accountants to submit false financial statements in connection with a federally required Single Audit.

### ***Conclusion***

At sentencing, the Court's foremost responsibility is to ensure justice. It must preserve public confidence in our federal criminal justice system. For these reasons, the Board respectfully requests that the defendant be sentenced to the maximum term allowed under the law and be ordered to pay restitution in a manner that both recognizes the full scope of the public harm and betrayal his actions caused and that also makes the County and its residents whole.