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11
12 IN THE UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA

14
15 UNITED STATES OF AMERICA,
16 Plaintiff,
17 v.
18 WILLIAM D. OPP,
19 Defendant.

CASE NO. 2:22-CR-0144 KJM
PLEA AGREEMENT
DATE: OCTOBER 3, 2022
TIME: 9 A.M.
COURT: HON. KIMBERLY J. MUELLER

20
21 I. INTRODUCTION

22 A. Scope of Agreement.

23 The Information in this case charges the defendant William D. Opp with violations of 15 U.S.C.
24 § 1 — participating in a bid-rigging conspiracy (Count 1) and 18 U.S.C. § 666(a)(2) — bribery
25 concerning programs receiving federal funds (Count 2). This document contains the complete plea
26 agreement between the United States Attorney’s Office for the Eastern District of California and the
27 United States Department of Justice, Antitrust Division (collectively, the “government”) and the
28 defendant regarding this case. This plea agreement is limited to the United States Attorney’s Office for

1 the Eastern District of California and the United States Department of Justice, Antitrust Division, and
2 cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

3 **B. Court Not a Party.**

4 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
5 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
6 concerning the criminal activities of defendant, including activities which may not have been charged in
7 the Information. The Court is under no obligation to accept any recommendations made by the
8 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
9 including the statutory maximum stated in this plea agreement.

10 If the Court should impose any sentence up to the maximum established by the statute, the
11 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all
12 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,
13 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence he will
14 receive.

15 **II. DEFENDANT'S OBLIGATIONS**

16 **A. Guilty Plea.**

17 The defendant will plead guilty to Counts 1 and 2 — participating in a bid-rigging conspiracy in
18 violation of 15 U.S.C. § 1 and bribery concerning programs receiving federal funds in violation of 18
19 U.S.C. § 666(a)(2). The defendant agrees that he is in fact guilty of these charges and that the facts set
20 forth in the Factual Basis for Plea attached hereto as Exhibit A are accurate.

21 The defendant agrees that this plea agreement will be filed with the Court and become a part of
22 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his
23 plea(s) should the Court not follow the government's sentencing recommendations.

24 The defendant agrees that the statements made by him in signing this Agreement, including the
25 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
26 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a
27 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)
28 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this

1 Agreement generally.

2 1. Waiver of Indictment:

3 The defendant acknowledges that under the United States Constitution he is entitled to be
4 indicted by a grand jury on the charges to which he is pleading guilty and that pursuant to Fed. R. Crim.
5 P. 7(b) he agrees to waive any and all rights he has to being prosecuted by way of indictment to the
6 charges set forth in the Information. The defendant agrees that at a time set by the Court, he will sign a
7 written waiver of prosecution by indictment and consent to proceed by information rather than by
8 indictment.

9 **B. Restitution.**

10 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of
11 certain offenses.

12 Defendant agrees that his conduct is governed by the Mandatory Victim Restitution Act pursuant
13 to 18 U.S.C. § 3663A(c)(1)(A)(ii) and agrees to pay the full amount of restitution to all victims affected
14 by the offenses, including, but not limited to, the victims covered in the factual basis, and other victims
15 as a result of the defendant's conduct for the offenses charged from the periods of April 2015 through
16 August 2018. The amount of restitution will be between \$700,000 and \$15 million dollars. In addition,
17 regardless of the application of the Mandatory Victim Restitution Act, defendant agrees to pay
18 restitution pursuant to 18 U.S.C. § 3663(a)(3) to the victims of the offenses in an amount between
19 \$700,000 and \$15 million dollars.

20 Defendant agrees that all criminal monetary penalties imposed by the court, including restitution,
21 will be due in full immediately at time of sentencing and subject to immediate enforcement by the
22 government. Defendant agrees that any payment schedule or plan set by the court is merely a minimum
23 and does not foreclose the United States from collecting all criminal monetary penalties at any time
24 through all available means.

25 Defendant further agrees that he will not seek to discharge any restitution obligation or any part
26 of such obligation in any bankruptcy proceeding.

27 Defendant shall not sell, encumber, transfer, convey, or otherwise dispose of any of his assets
28 without prior written consent of the government, except that the defendant may sell, transfer, or convey

1 personal property (including used vehicles and personal items, but not financial instruments, ownership
2 interests in business entities, or real property) with an aggregate value of less than \$5,000.

3 Payment of restitution shall be by cashier's or certified check made payable to the Clerk of the
4 Court.

5 **C. Fine.**

6 The defendant reserves the right to argue to Probation and at sentencing that he is unable to pay a
7 fine, and that no fine should be imposed. The defendant understands that it is his burden to affirmatively
8 prove that he is unable to pay a fine, and agrees to provide a financial statement under penalty of perjury
9 to the Probation Officer and the government in advance of the issuance of the draft Presentence
10 Investigation Report, along with supporting documentation. The government retains the right to oppose
11 the waiver of a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered
12 by the Court, up to the statutory maximum fine for the defendant's offenses.

13 **D. Special Assessment.**

14 The defendant agrees to pay a special assessment of \$200 at the time of sentencing by delivering
15 a check or money order payable to the United States District Court to the United States Probation Office
16 immediately before the sentencing hearing. The defendant understands that this plea agreement is
17 voidable at the option of the government if he fails to pay the assessment prior to that hearing.

18 **E. Violation of Plea Agreement by Defendant/Withdrawal of Pleas.**

19 If the defendant, cooperating or not, violates this plea agreement in any way, withdraws his plea,
20 or tries to withdraw his plea, this plea agreement is voidable at the option of the government. If the
21 government elects to void the agreement based on the defendant's violation, the government will no
22 longer be bound by its representations to the defendant concerning the limits on criminal prosecution
23 and sentencing as set forth herein. A defendant violates the plea agreement by committing any crime or
24 providing or procuring any statement or testimony which is knowingly false, misleading, or materially
25 incomplete in any litigation or sentencing process in this case, or engages in any post-plea conduct
26 constituting obstruction of justice. Varying from the stipulated Guidelines application or agreements
27 regarding arguments as to 18 United States Code § 3553, as set forth in this agreement, personally or
28 through counsel, also constitutes a violation of the plea agreement. The government also shall have the

1 right (1) to prosecute the defendant on any of the counts to which he pleaded guilty; and (2) to file any
2 new charges that would otherwise be barred by this plea agreement. The defendant shall thereafter be
3 subject to prosecution for any federal criminal violation of which the government has knowledge. The
4 decision to pursue any or all of these options is solely in the discretion of the government.

5 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
6 defenses that the defendant might have to the government's decision. Any prosecutions that are not
7 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
8 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
9 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
10 The defendant agrees not to raise any objections based on the passage of time with respect to such
11 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
12 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
13 of the date of this plea agreement. The determination of whether the defendant has violated the plea
14 agreement will be under a probable cause standard.

15 In addition, (1) all statements made by the defendant to the government or other designated law
16 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
17 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
18 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
19 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
20 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
21 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
22 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

23 **F. Asset Disclosure.**

24 The defendant agrees to make a full and complete disclosure of his assets and financial
25 condition, and will complete the United States Attorney's Office's "Authorization to Release
26 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change
27 of plea, including supporting documentation. The defendant also agrees to have the Court enter an order
28 to that effect. The defendant understands that if he fails to complete truthfully and provide the described

1 documentation to the United States Attorney's office within the allotted time, he will be considered in
2 violation of the agreement, and the government shall be entitled to the remedies set forth in section II.E
3 above.

4 **G. Agreement to Cooperate.**

5 The defendant agrees to cooperate fully with the government and any other federal, state, or local
6 law enforcement agency, as directed by the government. As used in this plea agreement, "cooperation"
7 requires the defendant: (1) to respond truthfully and completely to all questions, whether in interviews,
8 in correspondence, telephone conversations, before a grand jury, or at any trial or other court
9 proceeding; (2) to attend all meetings, grand jury sessions, trials, and other proceedings at which the
10 defendant's presence is requested by the government or compelled by subpoena or court order; (3) to
11 produce voluntarily any and all documents, records, or other tangible evidence requested by the
12 government; (4) not to participate in any criminal activity while cooperating with the government; and
13 (5) to disclose to the government the existence and status of all money, property, or assets, of any kind,
14 derived from or acquired as a result of, or used to facilitate the commission of, the defendant's illegal
15 activities or the illegal activities of any conspirators.

16 **III. THE GOVERNMENT'S OBLIGATIONS**

17 **A. Other Charges.**

18 The government agrees not to bring any other charges arising from the conduct outlined in the
19 Factual Basis attached hereto as Exhibit A, except if this agreement is voided as set forth herein, or as
20 provided in paragraphs II.E (Violation of Plea Agreement by Defendant/Withdrawal of Plea(s)), III.B.3
21 (Reduction of Sentence for Cooperation), VI.B (Stipulations and Estimates Affecting Guideline
22 Calculation), and VII.B (Waiver of Appeal and Collateral Attack) herein.

23 **B. Recommendations.**

24 1. Incarceration Range.

25 The government will recommend that the defendant be sentenced to the low end of the
26 applicable guideline range as determined by the Court.

27 2. Acceptance of Responsibility.

28 The government will recommend a two-level reduction (if the offense level is less than

1 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if
2 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §
3 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of
4 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging
5 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
6 preparation of the pre-sentence report or during the sentencing proceeding.

7 3. Reduction of Sentence for Cooperation.

8 The government agrees to recommend at the time of sentencing that the defendant's
9 sentence of imprisonment be reduced by up to 50% of the applicable guideline sentence if he provides
10 substantial assistance to the government, pursuant to U.S.S.G. § 5K1.1. The defendant understands that
11 he must comply with paragraph II.G and not violate this plea agreement as set forth in paragraph II.E
12 herein. The defendant understands that it is within the sole and exclusive discretion of the government
13 to determine whether the defendant has provided substantial assistance.

14 The defendant understands that the government may recommend a reduction in his
15 sentence of less than 50% or no reduction at all, depending upon the level of assistance the government
16 determines that the defendant has provided.

17 The defendant further understands that a motion pursuant to U.S.S.G. § 5K1.1 is only a
18 recommendation and is not binding on the Court, that this plea agreement confers no right upon the
19 defendant to require that the government make a § 5K1.1 motion, and that this plea agreement confers
20 no remedy upon the defendant in the event that the government declines to make a § 5K1.1 motion. In
21 particular, the defendant agrees not to try to file a motion to withdraw his guilty plea(s) based on the fact
22 that the government decides not to recommend a sentence reduction or recommends a sentence
23 reduction less than the defendant thinks is appropriate.

24 If the government determines that the defendant has provided further cooperation within
25 one year following sentencing, the government may move for a further reduction of his sentence
26 pursuant to Rule 35 of the Federal Rules of Criminal Procedure.

27 **C. Use of Information for Sentencing.**

28 The government is free to provide full and accurate information to the Court and Probation,

1 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
2 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also
3 understands and agrees that nothing in this Plea Agreement bars the government from defending on
4 appeal or collateral review any sentence that the Court may impose.

5 **IV. ELEMENTS OF THE OFFENSE**

6 **A. Bid Rigging.**

7 At a trial, the government would have to prove beyond a reasonable doubt the following
8 elements of the first offense to which the defendant is pleading guilty, bid rigging in violation of 15
9 U.S.C. § 1:

10 First, a bid-rigging conspiracy to eliminate, reduce, or interfere with competition for California
11 Department of Transportation (Caltrans) construction contracts conducted by bid existed at the times
12 alleged in the Information;

13 Second, the defendant knowingly became a member of that conspiracy knowing of at least one of
14 its objects and intending to help accomplish it; and

15 Third, the bid-rigging conspiracy substantially affected interstate trade or commerce or occurred
16 within the flow of interstate trade or commerce.

17 **B. Bribery Concerning Programs Receiving Federal Funds.**

18 At a trial, the government would have to prove beyond a reasonable doubt the following
19 elements of the second offense to which the defendant is pleading guilty, bribery concerning programs
20 receiving federal funds in violation of 18 U.S.C. § 666(a)(2):

21 First, at the times alleged in the Information, Choon Foo Yong AKA Keith Yong (Yong) was an
22 agent of Caltrans, a California state agency;

23 Second, at the times alleged in the Information, Caltrans received federal benefits in excess of
24 \$10,000 in any one-year period;

25 Third, the defendant gave, offered, or agreed to give a thing of value to Yong;

26 Fourth, the defendant acted corruptly and with the intent to influence or reward Yong in
27 connection with the business, transaction, or series of transactions of Caltrans; and

28 Fifth, the value of the business, transaction, or series of transactions to which the payment was

1 related—to wit, Caltrans construction contracts—was at least \$5,000.

2 The defendant fully understands the nature and elements of the crimes charged in the
3 information to which he is pleading guilty, together with the possible defenses thereto, and has
4 discussed them with his attorney.

5 V. MAXIMUM SENTENCE

6 A. Maximum Penalty.

7 The maximum sentence that the Court can impose for bid rigging in violation of 15 U.S.C. § 1 is
8 10 years of incarceration, a fine of \$1,000,000 or twice the gross pecuniary gain to the defendant or
9 twice the gross pecuniary loss resulting from the offense, a three-year period of supervised release, and a
10 special assessment of \$100. The maximum sentence that the Court can impose for bribery concerning
11 programs receiving federal funds in violation of 18 U.S.C. § 666(a)(2) is 10 years of incarceration, a fine
12 of \$250,000 or twice the gross pecuniary gain to the defendant or twice the gross pecuniary loss
13 resulting from the offense, a three-year period of supervised release, and a special assessment of \$100.
14 By signing this plea agreement, the defendant also agrees that the Court can order the payment of
15 restitution for the full loss caused by the defendant's wrongful conduct. The defendant agrees that the
16 restitution order is not restricted to the amounts alleged in the specific count(s) to which he is pleading
17 guilty. The defendant further agrees, as noted above, that he will not attempt to discharge in any present
18 or future bankruptcy proceeding any restitution imposed by the Court.

19 B. Violations of Supervised Release.

20 The defendant understands that if he violates a condition of supervised release at any time during
21 the term of supervised release, the Court may revoke the term of supervised release and require the
22 defendant to serve up to two additional years imprisonment.

23 VI. SENTENCING DETERMINATION

24 A. Statutory Authority.

25 The defendant understands that the Court must consult the Federal Sentencing Guidelines and
26 must take them into account when determining a final sentence. The defendant understands that the
27 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the
28 Sentencing Guidelines and must take them into account when determining a final sentence. The

1 defendant further understands that the Court will consider whether there is a basis for departure from the
2 guideline sentencing range (either above or below the guideline sentencing range) because there exists
3 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
4 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further
5 understands that the Court, after consultation and consideration of the Sentencing Guidelines, must
6 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

7 **B. Stipulations and Estimates Affecting Guideline Calculation.**

8 The government and the defendant agree that there is no material dispute as to the following
9 sentencing guidelines variables and therefore stipulate to the following:

10 1. Base Offense Level: 12

11 The parties agree that the defendant was not a public official within the meaning of U.S.S.G.
12 § 2C1.1(a), and accordingly § 2C1.1(a)(2) applies. U.S.S.G. § 2C1.1.

13 2. Multiple Bribes: +2

14 The parties agree that the offense involved more than one bribe. U.S.S.G. § 2C1.1(b)(1).

15 3. Value of Benefit Received in Return for Bribe: +14

16 The parties agree that the value of the benefit received in return for payment with respect to the
17 defendant's conduct was over \$550,000. Accordingly, the parties stipulate that the offense level is
18 increased by 14. U.S.S.G. § 2C1.1(b)(2); U.S.S.G. § 2B1.1(b)(1)(H); U.S.S.G. § 2C1.1, Appl. Note 3.

19 4. Adjusted Offense Level: 28

20 5. Acceptance of Responsibility: See paragraph III.B.2 above.

21 6. Criminal History: The parties estimate, but do not stipulate, that the defendant's
22 criminal history category will be I.

23 7. Estimated Sentencing Range: 57-71 months in prison (The defendant
24 understands that if the criminal history category differs from the parties' estimate, his
25 Guidelines sentencing range may differ from that set forth here.)

26 8. Departures or Other Enhancements or Reductions:

27 The parties agree that they will not seek or argue in support of any other specific
28 offense characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of
Responsibility"), or cross-references, except that the government may move for a departure or an

1 adjustment based on the defendant's cooperation (§ 5K1.1) or post-plea obstruction of justice (§ 3C1.1).
2 Both parties agree not to move for, or argue in support of, any departure from the Sentencing
3 Guidelines.

4 The defendant is free to recommend to the Court whatever sentence he believes is
5 appropriate under 18 U.S.C. § 3553(a). The government will recommend that the defendant be
6 sentenced to the low end of the applicable guideline range as determined by the Court.

7 **VII. WAIVERS**

8 **A. Waiver of Constitutional Rights.**

9 The defendant understands that by pleading guilty he is waiving the following constitutional
10 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
11 be assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative
12 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of
13 conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to
14 testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be
15 compelled to incriminate himself.

16 **B. Waiver of Appeal and Collateral Attack.**

17 The defendant understands that the law gives the defendant a right to appeal his guilty plea,
18 conviction, and sentence. The defendant agrees as part of his plea(s), however, to give up the right to
19 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
20 exceed the statutory maximum(s) for the offenses to which he is pleading guilty. The defendant
21 understands that this waiver includes, but is not limited to, any and all constitutional and/or legal
22 challenges to the defendant's conviction and guilty plea, including arguments that the statutes to which
23 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts
24 attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant
25 specifically gives up the right to appeal any order of restitution the Court may impose.

26 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if
27 one of the following circumstances occurs: (1) the sentence imposed by the district court exceeds the
28 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant

1 understands that these circumstances occur infrequently and that in almost all cases this Agreement
2 constitutes a complete waiver of all appellate rights.

3 In addition, regardless of the sentence the defendant receives, the defendant also gives up any
4 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any
5 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

6 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
7 attempts to vacate his plea(s), dismiss the underlying charges, or modify or set aside his sentence on any
8 of the counts to which he is pleading guilty, the government shall have the rights set forth in Section II.E
9 herein.

10 **C. Waiver of Attorneys' Fees and Costs.**

11 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
12 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
13 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
14 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
15 charges previously dismissed).

16 **D. Waiver of Venue**

17 The defendant understands that as to each count charged against him, the law gives him a right to
18 a trial in the state and district where the count was allegedly committed. To the extent it is applicable,
19 the defendant agrees to waive this right and any and all objections as to venue for the charges filed in
20 this case.

21 **E. Impact of Plea on Defendant's Immigration Status.**

22 Defendant recognizes that pleading guilty may have consequences with respect to his
23 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
24 are removable offenses, including offenses to which the defendant is pleading guilty. The defendant and
25 his counsel have discussed the fact that the charge to which the defendant is pleading guilty is an
26 aggravated felony, or a crime that is likely to be determined to be an aggravated felony under 8 U.S.C. §
27 1101(a)(43), and that while there may be arguments that defendant can raise in immigration proceedings
28 to avoid or delay removal, it is virtually certain that defendant will be removed if he is not a citizen of

1 the United States. Removal and other immigration consequences are the subject of a separate
2 proceeding, however, and defendant understands that no one, including his attorney or the district court,
3 can predict to a certainty the effect of his conviction on his immigration status. Defendant nevertheless
4 affirms that he wants to plead guilty regardless of any immigration consequences that his plea may
5 entail, even if the consequence is his automatic removal from the United States.

6 **VIII. ENTIRE PLEA AGREEMENT**

7 Other than this plea agreement, no agreement, understanding, promise, or condition between the
8 government and the defendant exists, nor will such agreement, understanding, promise, or condition
9 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and
10 counsel for the United States.

11 **IX. APPROVALS AND SIGNATURES**

12 **A. Defense Counsel.**

13 I have read this plea agreement and have discussed it fully with my client. The plea agreement
14 accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to
15 plead guilty as set forth in this plea agreement.

16 Dated: 6/7/22

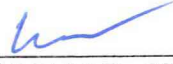


BRIAN GURWITZ
Attorney for Defendant

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19 **B. Defendant:**

20 I have read this plea agreement and carefully reviewed every part of it with my attorney. I
21 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully
22 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my
23 case. No other promises or inducements have been made to me, other than those contained in this plea
24 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.
25 Finally, I am satisfied with the representation of my attorney in this case.

26 Dated: 06/22/2022



WILLIAM D. OPP
Defendant


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C. Attorneys for United States:

I accept and agree to this plea agreement on behalf of the government.

Dated: 6/30/22


PHILLIP A. TALBERT
United States Attorney



LEE S. BICKLEY
Assistant United States Attorney

Dated: 5/26/2022

U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION



CHRISTOPHER J. CARLBERG
TAI S. MILDER
Trial Attorneys

EXHIBIT "A"**Factual Basis for Plea**

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3 From in or around March 2015 through in or around August 2018, the defendant, William D.
4 Opp, was engaged in the construction business, including obtaining and performing contracts for
5 improvement and repair work on California Department of Transportation (Caltrans) maintenance
6 facilities and bridge toll buildings. Opp worked with Contractor A and his company (Company A), first
7 as an employee of Company A and, after around August 2015, as a business partner with an agreement
8 to evenly split the profits generated by Company A for work on Caltrans contracts. In or around August
9 2015, Opp formed a separate construction company (Company B) that he used to bid on Caltrans
10 contracts.

Bid Rigging

11 From in or about April 2015 and continuing through in or about August 2018, in the Eastern
12 District of California and elsewhere, Opp knowingly entered into and engaged in a combination and
13 conspiracy to suppress and eliminate competition by rigging bids for improvement and repair contracts
14 awarded by Caltrans.

15 At all relevant times, Caltrans commonly utilized a competitive bidding process to award
16 contracts for the acquisition, repair, or improvement of Caltrans facilities. For most contracts with an
17 estimated value of greater than \$4,999 but less than \$314,000 (that limit was subject to change), the
18 assigned Contract Manager was responsible for compiling a list of eligible companies that would be
19 invited to bid. The process required that Caltrans obtain at least two bids from qualified bidders before
20 awarding the contract to the lowest bidder.

21 At all relevant times, Choon Foo Yong (AKA Keith Yong) was a Senior Transportation Engineer
22 in the Maintenance and Operations Division for Caltrans, and Caltrans was an agency of the State of
23 California. As such, Yong was a public official. Yong's job responsibilities included acting as a
24 Contract Manager for contracts to perform improvement and repair work on Caltrans's maintenance
25 facilities and bridge toll buildings in Caltrans's District 4. The improvement and repair contracts that
26 Yong managed were awarded by Caltrans's Division of Procurement and Contracts, which is located in
27 Sacramento, California.

28 Opp, working with Contractor A, Yong, and other co-conspirators, thwarted the competitive
bidding process for Caltrans contracts described above on numerous occasions in order to ensure that
companies controlled by co-conspirators or himself submitted the winning bid and would be awarded
the contract. Yong would give co-conspirator contractors advance notice of contracts that would be
coming up for bid and coordinated with them about which bidders should be invited to bid. Yong would
then submit the agreed upon bidders' names—which always included Contractor A—to other
contracting personnel at Caltrans as those who would be invited to bid. Next, the co-conspirators who
were selected to bid colluded to determine who would submit a non-competitive high bid (AKA a "sham
bid") so that Contractor A's Company A or another co-conspirator's company, including at times Opp's
Company B, would win the contract. At times, Contractor A and others working at his direction,
including Opp, drafted and submitted other bidders' sham bids. Finally, Contractor A would pay money
or otherwise provide benefits to the co-conspirator bidders who helped submit sham bids. The co-

1 conspirators also paid Yong as described further below. This scheme allowed Company A or another
2 designated company to win the Caltrans contracts at inflated prices.

3 When Opp formed Company B in or around August 2015, he did so to further the conspiracy
4 with Yong, Contractor A, and others by creating an additional company that could bid on Caltrans
5 contracts and to submit sham bids. Because Opp was known to be associated with Company A, he
6 created Company B with his wife as the nominal president to conceal from Caltrans that Opp was
behind the company. Opp's wife was not familiar with the construction industry and did little for the
business other than signing documents that Opp directed her to sign.

7 Yong communicated with Contractor A and Opp about which companies should be invited to bid
8 so that bids would only be submitted by co-conspirators. For example, in an email dated September 1,
9 2017, Yong emailed Contractor A asking for the licensing information for certain companies "and any
10 company you think should be on the list," so he could send it to Caltrans to process the invitations to
11 bid. Yong asked that the information be sent to his personal email address (not his Caltrans employee
12 email) to evade detection by Caltrans. In an email dated September 4, 2017, Yong reiterated the same
13 request to Contractor A and Opp. Opp responded with the licensing information for the company he
14 controlled and his associate's company that should be invited to submit bids.

15 The business activities of the co-conspirators in connection with the submission of bids to
16 Caltrans and the resulting contracts for improvement and repair projects at Caltrans facilities that were
17 the subject of this conspiracy were within the flow of, and substantially affected, interstate trade and
18 commerce. For instance, payments made by Caltrans for work performed under the contracts that were
19 subject to the conspiracy traveled in interstate commerce. Also, co-conspirators traveled across state
20 lines to participate in the conspiracy. Further, co-conspirators used out-of-state insurance and bonding
21 companies when bidding for Caltrans contracts. Additionally, several of the affected contracts were to
22 perform work on bridge toll booths and other highway maintenance buildings located on or near
23 interstate highways.

24 **Bribery**

25 Beginning in or about April 2015 and continuing through in or about August 2018, in the Eastern
26 District of California and elsewhere, Opp and Contractor A corruptly gave, offered, and agreed to give
27 Yong, while Yong was employed as an agent of Caltrans, payments and other benefits to influence and
28 reward Yong for his actions in the bid-rigging conspiracy and for directing other Caltrans contracts to
co-conspirators. In addition to the bid-rigged contracts, Yong also directed several no-bid contracts that
were awarded on an emergency basis to companies controlled by co-conspirators. Opp and other co-
conspirators had an agreement with Yong that Yong would receive 10% or more of the value of Caltrans
contracts subject to the scheme. The contracts subject to this agreement that were awarded to co-
conspirators by Caltrans's Division of Procurement and Contracts in Sacramento, California were
cumulatively worth in excess of \$8 million. In paying bribes, Opp intended to influence and reward
Yong in connection with the business and series of Caltrans contracts he directed to Contractor A, Opp,
and other co-conspirators.

1 Yong received the bribes from co-conspirators in the form of cash payments, wine, furniture, and
2 remodeling services on his home. The total value of the payments and benefits Yong received for
contracts involving Opp and/or his Company B exceeded \$700,000. Specific examples include:

- 3 • From approximately April 2015 to approximately November 2017, Contractor A directed
4 his employees to perform over \$130,000 worth of remodeling and construction work at
Yong's house.
- 5 • On or about September 9, 2016, Yong received over \$40,100 in cash directly from Opp
on behalf of Opp and Contractor A.
- 6 • On or about March 8, 2018, Yong received \$37,300 in cash on behalf of Opp's Company
7 B.
- 8 • On or about June 28, 2018, Yong received \$90,000 in cash on behalf of Company A and
Opp.
- 9 • On or about August 24, 2018, Yong received \$96,000 in cash on behalf of Company A
and Opp.

10 Yong communicated with Contractor A and Opp about the bribes that they agreed to pay him in
11 exchange for his actions in the bid-rigging conspiracy and for directing other Caltrans contracts to them.
12 For example, in an excerpt from an email dated January 18, 2018, Contractor A wrote to Yong: "I told
13 bill [Opp] he needs to pay you, he said he was going to wait until you asked him directly." Also, on or
14 around January 18, 2018, Yong sent an email to Opp, and copied Contractor A, asking for the
"commission" payment owed to him related to two specific Caltrans contracts awarded to Opp's
Company B.

15 Caltrans is an agency of the State of California that manages and maintains the state's highways,
16 freeways, bridges, and other aspects of public transportation. Caltrans is funded by federal, state, and
17 local taxes, fees, and assessments. For each fiscal year from 2015 through 2018 (October 1, 2014,
18 through September 30, 2018), Caltrans received federal benefits in excess of \$10,000, from multiple
federal sources. For example, for each fiscal year 2015 through 2018, Caltrans received over \$3 billion
from the Federal Highway Administration.

19 In conducting his crime of bribery, Opp committed offenses against property within the meaning
20 of the Mandatory Victims Restitution Act and Caltrans suffered pecuniary loss. Opp's actions deprived
21 Caltrans of a property interest in the form of overpayments made to Contractor A, Opp, and other co-
22 conspirators for which Caltrans received no consideration. Caltrans suffered at least \$700,000 in loss
due to Opp's conduct.

23 *****

24 I, William D. Opp, have carefully reviewed the above factual basis for this plea with my
25 attorney. I agree that all the facts set forth therein are true and correct as it concerns my conduct, and
26 that these facts satisfy the elements of the offenses to which I am pleading guilty.

27 Dated: 06/22/2022


28 _____
WILLIAM D. OPP