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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

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8 Attorneys for Plaintiff  
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 RICARDO PACHECO,

16 Defendant.

No. CR

20CR00165

PLEA AGREEMENT FOR DEFENDANT

RICARDO PACHECO

UNDER SEAL

17  
 18 1. This constitutes the plea agreement between RICARDO PACHECO  
 19 ("defendant") and the United States Attorney's Office for the Central  
 20 District of California ("the USAO") in connection with an  
 21 investigation of defendant's acceptance of bribes as a Councilmember  
 22 for the City of Baldwin Park. This agreement is limited to the USAO  
 23 and cannot bind any other federal, state, local, or foreign  
 24 prosecuting, enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. Give up the right to indictment by a grand jury and,  
 28 at the earliest opportunity requested by the USAO and provided by the

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1 Court, appear and plead guilty to a single count information in the  
2 form attached to this agreement as Exhibit A or a substantially  
3 similar form, which charges defendant with Bribery Concerning  
4 Programs Receiving Federal Funds, in violation of 18 U.S.C.  
5 § 666(a)(1)(B).

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

7 c. Abide by all agreements regarding sentencing contained  
8 in this agreement.

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

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

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

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

21 h. Agree to waive the protections of the Letter  
22 Agreements defined below in paragraph 4.

23 i. Resign immediately as a City of Baldwin Park  
24 Councilmember and not seek elective or appointive office during the  
25 duration of supervised release.

26 j. Defendant further agrees:

27 l. To forfeit all right, title, and interest in and  
28 to any and all monies, properties, and/or assets of any kind, derived

1 from or acquired as a result of, or used to facilitate the commission  
2 of, or involved in the illegal activity to which defendant is  
3 pleading guilty, including but not limited to the following:

4           A.     \$83,145.00 in U.S. currency, which consists  
5 of \$20,245.00 seized on December 13, 2018 from various locations  
6 throughout defendant's home, including in a safe in defendant's  
7 bedroom, and \$62,900.00 seized on October 4, 2019 from defendant,  
8 which defendant had buried in two different locations in his backyard  
9 (the "Forfeitable Assets").

10           2.     To the Court's entry of an order of forfeiture at  
11 or before sentencing with respect to the Forfeitable Assets and to  
12 the forfeiture of the assets.

13           3.     To take whatever steps are necessary to pass to  
14 the United States clear title to the Forfeitable Assets, including,  
15 without limitation, the execution of a consent decree of forfeiture  
16 and the completing of any other legal documents required for the  
17 transfer of title to the United States.

18           4.     Not to contest any administrative forfeiture  
19 proceedings or civil judicial proceedings commenced against the  
20 Forfeitable Assets. If defendant submitted a claim and/or petition  
21 for remission for all or part of the Forfeitable Assets on behalf of  
22 himself or any other individual or entity, defendant shall and hereby  
23 does withdraw any such claims or petitions, and further agrees to  
24 waive any right he may have to seek remission or mitigation of the  
25 forfeiture of the Forfeitable Assets.

26           5.     Not to assist any other individual in any effort  
27 falsely to contest the forfeiture of the Forfeitable Assets.

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1                   6. Not to claim that reasonable cause to seize the  
2 Forfeitable Assets was lacking.

3                   7. To prevent the transfer, sale, destruction, or  
4 loss of the Forfeitable Assets to the extent defendant has the  
5 ability to do so.

6                   8. To fill out and deliver to the USAO a completed  
7 financial statement listing defendant's assets on a form provided by  
8 the USAO.

9                   9. That forfeiture of Forfeitable Assets shall not  
10 be counted toward satisfaction of any special assessment, fine,  
11 restitution, costs, or other penalty the Court may impose.

12                   10. To the entry of, as part of defendant's guilty  
13 plea, a personal money judgment of forfeiture against defendant in  
14 the amount of \$219,755.00, which sum defendant admits was derived  
15 from proceeds traceable to the violations described in the factual  
16 basis of this plea agreement. Defendant understands that the money  
17 judgment of forfeiture is part of defendant's sentence, and is  
18 separate from any fines or restitution that may be imposed by the  
19 Court.

20                   11. With respect to any criminal forfeiture ordered  
21 as a result of this plea agreement, defendant waives: (1) the  
22 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)  
23 regarding notice of the forfeiture in the charging instrument,  
24 announcements of the forfeiture sentencing, and incorporation of the  
25 forfeiture in the judgment; (2) all constitutional and statutory  
26 challenges to the forfeiture (including by direct appeal, habeas  
27 corpus or any other means); and (3) all constitutional, legal, and  
28 equitable defenses to the forfeiture of the Forfeitable Assets and

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1 entry of Money Judgment in any proceeding on any grounds including,  
2 without limitation, that the forfeiture constitutes an excessive fine  
3 or punishment. Defendant acknowledges that the forfeiture of the  
4 Forfeitable Assets and entry of the Money Judgment are part of the  
5 sentence that may be imposed in this case and waives any failure by  
6 the Court to advise defendant of this, pursuant to Federal Rule of  
7 Criminal Procedure 11(b)(1)(J), at the time the Court accepts  
8 defendant's guilty plea.

9 3. Defendant further agrees to cooperate fully with the USAO,  
10 the Federal Bureau of Investigation, and, as directed by the USAO,  
11 any other federal, state, local, or foreign prosecuting, enforcement,  
12 administrative, or regulatory authority. This cooperation requires  
13 defendant to:

14 a. Respond truthfully and completely to all questions  
15 that may be put to defendant, whether in interviews, before a grand  
16 jury, or at any trial or other court proceeding.

17 b. Attend all meetings, grand jury sessions, trials or  
18 other proceedings at which defendant's presence is requested by the  
19 USAO or compelled by subpoena or court order.

20 c. Produce voluntarily all documents, records, or other  
21 tangible evidence relating to matters about which the USAO, or its  
22 designee, inquires.

23 4. For purposes of this agreement: (1) "Cooperation  
24 Information" shall mean any statements made, or documents, records,  
25 tangible evidence, or other information provided, by defendant  
26 pursuant to defendant's cooperation under this agreement or pursuant  
27 to the letter agreements previously entered into by the parties dated  
28 April 29, 2019, May 30, 2019, July 16, 2019, and September 5, 2019

1 (the "Letter Agreements") and in his meeting with the government on  
2 January 27, 2020; and (2) "Plea Information" shall mean any  
3 statements made by defendant, under oath, at the guilty plea hearing  
4 and the agreed to factual basis statement in this agreement.

5 THE USAO'S OBLIGATIONS

6 5. The USAO agrees to:

7 a. Not contest facts agreed to in this agreement.

8 b. Abide by all agreements regarding sentencing contained  
9 in this agreement.

10 c. Recommend that the Court vary downward in total  
11 offense level by an additional two levels based on his agreement to  
12 waive the protections given to him in the Letter Agreements detailed  
13 above in paragraph 4.

14 d. At the time of sentencing, provided that defendant  
15 demonstrates an acceptance of responsibility for the offense up to  
16 and including the time of sentencing, recommend a two-level reduction  
17 in the applicable Sentencing Guidelines offense level, pursuant to  
18 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
19 additional one-level reduction if available under that section.

20 e. Recommend that defendant be sentenced to a term of  
21 imprisonment no higher than the low end of the applicable Sentencing  
22 Guidelines range provided that the offense level used by the Court to  
23 determine that range is 29 or higher and provided that the Court does  
24 not depart downward in offense level or criminal history category.  
25 For purposes of this agreement, the low end of the Sentencing  
26 Guidelines range is that defined by the Sentencing Table in U.S.S.G.  
27 Chapter 5, Part A.

28 6. The USAO further agrees:



1 a. Not to offer as evidence in its case-in-chief in the  
2 above-captioned case or any other criminal prosecution that may be  
3 brought against defendant by the USAO, any Cooperation Information.  
4 Defendant agrees, however, that the USAO may use both Cooperation  
5 Information and Plea Information: (1) to obtain and pursue leads to  
6 other evidence, which evidence may be used for any purpose, including  
7 any criminal prosecution of defendant; (2) to cross-examine defendant  
8 should defendant testify, or to rebut any evidence offered, or  
9 argument or representation made, by defendant, defendant's counsel,  
10 or a witness called by defendant in any trial, sentencing hearing, or  
11 other court proceeding; (3) in any criminal prosecution of defendant  
12 for false statement, obstruction of justice, or perjury; and (4) at  
13 defendant's sentencing. Defendant understands that Cooperation  
14 Information will be disclosed to the United States Probation and  
15 Pretrial Services Office and the Court.

16 b. In connection with defendant's sentencing, to bring to  
17 the Court's attention the nature and extent of defendant's  
18 cooperation.

19 c. If the USAO determines, in its exclusive judgment,  
20 that defendant has both complied with defendant's obligations under  
21 paragraphs 2 and 3 above and provided substantial assistance to law  
22 enforcement in the prosecution or investigation of another  
23 ("substantial assistance"), to move the Court pursuant to U.S.S.G.  
24 § 5K1.1 to fix an offense level and corresponding guideline range  
25 below that otherwise dictated by the sentencing guidelines, and to  
26 recommend a term of imprisonment within this reduced range.

27 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

28 7. Defendant understands the following:

1           a. Any knowingly false or misleading statement by  
2 defendant will subject defendant to prosecution for false statement,  
3 obstruction of justice, and perjury and will constitute a breach by  
4 defendant of this agreement.

5           b. Nothing in this agreement requires the USAO or any  
6 other prosecuting, enforcement, administrative, or regulatory  
7 authority to accept any cooperation or assistance that defendant may  
8 offer, or to use it in any particular way.

9           c. Defendant cannot withdraw defendant's guilty plea if  
10 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a  
11 reduced guideline range or if the USAO makes such a motion and the  
12 Court does not grant it or if the Court grants such a USAO motion but  
13 elects to sentence above the reduced range.

14           d. At this time the USAO makes no agreement or  
15 representation as to whether any cooperation that defendant has  
16 provided or intends to provide constitutes or will constitute  
17 substantial assistance. The decision whether defendant has provided  
18 substantial assistance will rest solely within the exclusive judgment  
19 of the USAO.

20           e. The USAO's determination whether defendant has  
21 provided substantial assistance will not depend in any way on whether  
22 the government prevails at any trial or court hearing in which  
23 defendant testifies or in which the government otherwise presents  
24 information resulting from defendant's cooperation. That is, whether  
25 any person is found guilty or not guilty will not affect what  
26 benefit, if any, defendant receives in exchange for his truthful  
27 testimony.

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1 of the term of supervised release authorized by statute for the  
2 offense that resulted in the term of supervised release, which could  
3 result in defendant serving a total term of imprisonment greater than  
4 the statutory maximum stated above.

5 11. Defendant understands that, by pleading guilty, defendant  
6 may be giving up valuable government benefits and valuable civic  
7 rights, such as the right to vote, the right to possess a firearm,  
8 the right to hold office, and the right to serve on a jury.  
9 Defendant understands that he is pleading guilty to a felony and that  
10 it is a federal crime for a convicted felon to possess a firearm or  
11 ammunition. Defendant understands that the conviction in this case  
12 may also subject defendant to various other collateral consequences,  
13 including but not limited to revocation of probation, parole, or  
14 supervised release in another case and suspension or revocation of a  
15 professional license. Defendant understands that unanticipated  
16 collateral consequences will not serve as grounds to withdraw  
17 defendant's guilty plea.

18 12. Defendant and his counsel have discussed the fact that, and  
19 defendant understands that, if defendant is not a United States  
20 citizen, the conviction in this case makes it practically inevitable  
21 and a virtual certainty that defendant will be removed or deported  
22 from the United States. Defendant may also be denied United States  
23 citizenship and admission to the United States in the future.  
24 Defendant understands that while there may be arguments that  
25 defendant can raise in immigration proceedings to avoid or delay  
26 removal, removal is presumptively mandatory and a virtual certainty  
27 in this case. Defendant further understands that removal and  
28 immigration consequences are the subject of a separate proceeding and

1 that no one, including his attorney or the Court, can predict to an  
2 absolute certainty the effect of his conviction on his immigration  
3 status. Defendant nevertheless affirms that he wants to plead guilty  
4 regardless of any immigration consequences that his plea may entail,  
5 even if the consequence is automatic removal from the United States.

6 FACTUAL BASIS

7 13. Defendant admits that defendant is, in fact, guilty of the  
8 offense to which defendant is agreeing to plead guilty. Defendant  
9 and the USAO agree to the statement of facts set forth in Exhibit B  
10 to this agreement, and agree that this statement of facts is  
11 sufficient to support a plea of guilty to the charge described in  
12 this agreement and to establish the Sentencing Guidelines factors set  
13 forth in paragraph 15, but is not meant to be a complete recitation  
14 of all facts relevant to the underlying criminal conduct or all facts  
15 known to either party that relate to that conduct.

16 SENTENCING FACTORS

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

1 15. Defendant and the USAO agree to the following applicable  
2 Sentencing Guidelines factors:

3	Base Offense Level:	14	[U.S.S.G. § 2C1.1(a)]
4	More than one bribe:	+2	[U.S.S.G. § 2C1.1(b)(1)]
5	Value of payment/benefit exceeds \$550,000:	+14	[U.S.S.G. § 2C1.1(b)(2)]
6	Elected Public Official	+4	[U.S.S.G. § 2C1.1(b)(3)]

7  
8 Defendant and the USAO reserve the right to argue that additional  
9 specific offense characteristics, adjustments, and departures under  
10 the Sentencing Guidelines are appropriate.

11 16. Defendant understands that there is no agreement as to  
12 defendant's criminal history or criminal history category.

13 17: Defendant and the USAO reserve the right to argue for a  
14 sentence outside the sentencing range established by the Sentencing  
15 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
16 (a)(2), (a)(3), (a)(6), and (a)(7).

17 WAIVER OF CONSTITUTIONAL RIGHTS

18 18. Defendant understands that by pleading guilty, defendant  
19 gives up the following rights:

- 20 a. The right to persist in a plea of not guilty.
- 21 b. The right to a speedy and public trial by jury.
- 22 c. The right to be represented by counsel - and if  
23 necessary have the Court appoint counsel - at trial. Defendant  
24 understands, however, that, defendant retains the right to be  
25 represented by counsel - and if necessary have the Court appoint  
26 counsel - at every other stage of the proceeding.

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

4 e. The right to confront and cross-examine witnesses  
5 against defendant.

6 f. The right to testify and to present evidence in  
7 opposition to the charges, including the right to compel the  
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if  
10 defendant chose not to testify or present evidence, to have that  
11 choice not be used against defendant.

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

15 WAIVER OF APPEAL OF CONVICTION

16 19. Defendant understands that, with the exception of an appeal  
17 based on a claim that defendant's guilty plea was involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's conviction on the offense to which defendant is  
20 pleading guilty. Defendant understands that this waiver includes,  
21 but is not limited to, arguments that the statute to which defendant  
22 is pleading guilty is unconstitutional, and any and all claims that  
23 the statement of facts provided herein is insufficient to support  
24 defendant's plea of guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 20. Defendant agrees that, provided the Court imposes a term of  
27 imprisonment within or below the range corresponding to an offense  
28 level of 29 and the criminal history category calculated by the



1 Court, defendant gives up the right to appeal all of the following:  
2 (a) the procedures and calculations used to determine and impose any  
3 portion of the sentence; (b) the term of imprisonment imposed by the  
4 Court; (c) the fine imposed by the Court, provided it is within the  
5 statutory maximum; (d) to the extent permitted by law, the  
6 constitutionality or legality of defendant's sentence, provided it is  
7 within the statutory maximum; (e) the term of probation or supervised  
8 release imposed by the Court, provided it is within the statutory  
9 maximum; and (f) any of the following conditions of probation or  
10 supervised release imposed by the Court: the conditions set forth in  
11 General Order 18-10 of this Court; the drug testing conditions  
12 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
13 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

14 21. The USAO agrees that, provided all portions of the sentence  
15 are at or below the statutory maximum specified above, the USAO gives  
16 up its right to appeal any portion of the sentence.

17 RESULT OF WITHDRAWAL OF GUILTY PLEA

18 22. Defendant agrees that if, after entering a guilty plea  
19 pursuant to this agreement, defendant seeks to withdraw and succeeds  
20 in withdrawing defendant's guilty plea on any basis other than a  
21 claim and finding that entry into this plea agreement was  
22 involuntary, then (a) the USAO will be relieved of all of its  
23 obligations under this agreement, including in particular its  
24 obligations regarding the use of Cooperation Information; (b) in any  
25 investigation, criminal prosecution, or civil, administrative, or  
26 regulatory action, defendant agrees that any Cooperation Information  
27 and any evidence derived from any Cooperation Information shall be  
28 admissible against defendant, and defendant will not assert, and



1 hereby waives and gives up, any claim under the United States  
2 Constitution, any statute, or any federal rule, that any Cooperation  
3 Information or any evidence derived from any Cooperation Information  
4 should be suppressed or is inadmissible; and (c) should the USAO  
5 choose to pursue any charge that was either dismissed or not filed as  
6 a result of this agreement, then (i) any applicable statute of  
7 limitations will be tolled between the date of defendant's signing of  
8 this agreement and the filing commencing any such action; and  
9 (ii) defendant waives and gives up all defenses based on the statute  
10 of limitations, any claim of pre-indictment delay, or any speedy  
11 trial claim with respect to any such action, except to the extent  
12 that such defenses existed as of the date of defendant's signing this  
13 agreement.

#### 14 EFFECTIVE DATE OF AGREEMENT

15 23. This agreement is effective upon signature and execution of  
16 all required certifications by defendant, defendant's counsel, and an  
17 Assistant United States Attorney.

#### 18 BREACH OF AGREEMENT

19 24. Defendant agrees that if defendant, at any time after the  
20 signature of this agreement and execution of all required  
21 certifications by defendant, defendant's counsel, and an Assistant  
22 United States Attorney, knowingly violates or fails to perform any of  
23 defendant's obligations under this agreement ("a breach"), the USAO  
24 may declare this agreement breached. For example, if defendant  
25 knowingly, in an interview, before a grand jury, or at trial, falsely  
26 accuses another person of criminal conduct or falsely minimizes  
27 defendant's own role, or the role of another, in criminal conduct,  
28 defendant will have breached this agreement. All of defendant's

1 obligations are material, a single breach of this agreement is  
2 sufficient for the USAO to declare a breach, and defendant shall not  
3 be deemed to have cured a breach without the express agreement of the  
4 USAO in writing. If the USAO declares this agreement breached, and  
5 the Court finds such a breach to have occurred, then:

6 a. If defendant has previously entered a guilty plea  
7 pursuant to this agreement, defendant will not be able to withdraw  
8 the guilty plea.

9 b. The USAO will be relieved of all its obligations under  
10 this agreement; in particular, the USAO: (i) will no longer be bound  
11 by any agreements concerning sentencing and will be free to seek any  
12 sentence up to the statutory maximum for the crime to which defendant  
13 has pleaded guilty; (ii) will no longer be bound by any agreements  
14 regarding criminal prosecution, and will be free to criminally  
15 prosecute defendant for any crime, including charges that the USAO  
16 would otherwise have been obligated not to criminally prosecute  
17 pursuant to this agreement; and (iii) will no longer be bound by any  
18 agreement regarding the use of Cooperation Information and will be  
19 free to use any Cooperation Information in any way in any  
20 investigation, criminal prosecution, or civil, administrative, or  
21 regulatory action.

22 c. The USAO will be free to criminally prosecute  
23 defendant for false statement, obstruction of justice, and perjury  
24 based on any knowingly false or misleading statement by defendant.

25 d. In any investigation, criminal prosecution, or civil,  
26 administrative, or regulatory action: (i) defendant will not assert,  
27 and hereby waives and gives up, any claim that any Cooperation  
28 Information was obtained in violation of the Fifth Amendment

1 privilege against compelled self-incrimination; and (ii) defendant  
2 agrees that any Cooperation Information and any Plea Information, as  
3 well as any evidence derived from any Cooperation Information or any  
4 Plea Information, shall be admissible against defendant, and  
5 defendant will not assert, and hereby waives and gives up, any claim  
6 under the United States Constitution, any statute, Rule 410 of the  
7 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
8 Criminal Procedure, or any other federal rule, that any Cooperation  
9 Information, any Plea Information, or any evidence derived from any  
10 Cooperation Information or any Plea Information should be suppressed  
11 or is inadmissible.

12 25. Following the Court's finding of a knowing breach of this  
13 agreement by defendant, should the USAO choose to pursue any charge  
14 or any civil, administrative, or regulatory action that was either  
15 dismissed or not filed as a result of this agreement, then:

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

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

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 26. Defendant understands that the Court and the United States  
27 Probation and Pretrial Services Office are not parties to this,  
28 agreement and need not accept any of the USAO's sentencing

1 recommendations or the parties' agreements to facts or sentencing  
2 factors.

3 27. Defendant understands that both defendant and the USAO are  
4 free to: (a) supplement the facts by supplying relevant information  
5 to the United States Probation and Pretrial Services Office and the  
6 Court, (b) correct any and all factual misstatements relating to the  
7 Court's Sentencing Guidelines calculations and determination of  
8 sentence, and (c) argue on appeal and collateral review that the  
9 Court's Sentencing Guidelines calculations and the sentence it  
10 chooses to impose are not error, although each party agrees to  
11 maintain its view that the sentencing calculations set forth above  
12 are consistent with the facts of this case. This paragraph permits  
13 both the USAO and defendant to submit full and complete factual  
14 information to the United States Probation Office and the Court, even  
15 if that factual information may be viewed as inconsistent with the  
16 Factual Basis or Sentencing Factors agreed to in this agreement.

17 28. Defendant understands that even if the Court ignores any  
18 sentencing recommendation, finds facts or reaches conclusions  
19 different from those agreed to, and/or imposes any sentence up to the  
20 maximum established by statute, defendant cannot, for that reason,  
21 withdraw defendant's guilty plea, and defendant will remain bound to  
22 fulfill all defendant's obligations under this agreement. Defendant  
23 understands that no one -- not the prosecutor, defendant's attorney,  
24 or the Court -- can make a binding prediction or promise regarding  
25 the sentence defendant will receive, except that it will be within  
26 the statutory maximum.

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NO ADDITIONAL AGREEMENTS

29. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

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

NICOLA T. HANNA  
United States Attorney

Thomas Rybarczyk  
THOMAS F. RYBARCZYK  
Assistant United States Attorney

March 26, 2020  
Date

Ricardo Pacheco  
RICARDO PACHECO  
Defendant

3-16-2020  
Date

Glen T. Jonas  
GLEN T. JONAS  
Attorney for Defendant RICARDO  
PACHECO

3/16/20  
Date

RP

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.

*Ricardo Pacheco*

RICARDO PACHECO  
Defendant

*3-10-2020*

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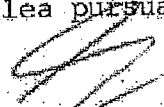
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CERTIFICATION OF DEFENDANT'S ATTORNEY

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I am RICARDO PACHECO's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his 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. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
\_\_\_\_\_  
GLEN T. JONAS  
Attorney for Defendant RICARDO  
PACHECO

3/16/20  
Date



# **EXHIBIT A**

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
RICARDO PACHECO,  
  
Defendant.

CR No.  
  
I N F O R M A T I O N  
  
[18 U.S.C. § 666(a)(1)(B): Federal  
Program Bribery]

The United States Attorney charges:

[18 U.S.C. § 666(a)(1)(B)]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. The City of Baldwin Park, California (the "City") was a local government located within Los Angeles County in the Central District of California. The City received in excess of \$10,000 under federal programs for both 2017 and 2018.

2. The City was governed, in part, by its City Council, which adopted legislation, set policy, adjudicated issues, and established the budget for the City.

1           3.     The City Council was comprised of four City Council  
2 members and a Mayor, all of whom were elected at large by the City's  
3 registered voters.

4           4.     Defendant RICARDO PACHECO was first elected to the City  
5 Council in 1997 and currently holds that elected position. He also  
6 previously served as the City's Mayor Pro-Tem. As a result of his  
7 position as councilman, defendant was an agent of the City.

8           5.     Police Officer A was a City police officer and a member of  
9 the City's Police Association. The Police Association was the union  
10 representing the City's police officers and engaged in negotiations  
11 with the City Council and City administrators.

12           6.     The City's contract with the City's Police Association was  
13 valued in excess of \$5,000, namely, at least \$4.4 million for a  
14 three-year period, and provided that the City would continue to  
15 employ the Police Association's members, namely, the unionized  
16 members of the City's Police Department, and provide for the creation  
17 of additional positions and pay increases for officers with certain  
18 education experience.

19     B.     THE BRIBERY

20           7.     Beginning in or about January 2018 and continuing to on or  
21 about October 17, 2018, in Los Angeles County, within the Central  
22 District of California, defendant PACHECO, an agent of the City of  
23 Baldwin Park, corruptly solicited, demanded, accepted, and agreed to  
24 accept things of value from Police Officer A, namely, \$20,000 in cash  
25 and \$17,900 in checks to a charity and political action committees  
26 over which defendant PACHECO exerted control, intending to be  
27 influenced and rewarded in connection with a business and a

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1 transaction, and a series of transactions of the City of Baldwin  
2 Park, having a value of \$5,000 or more, specifically, the City's  
3 contract with the City's Police Association.

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FORFEITURE ALLEGATION

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1 Pursuant to Rule 32.2 of the Federal Rules of Criminal  
2 Procedure, notice is hereby given that the United States of America  
3 will seek forfeiture as part of any sentence, pursuant to Title 18,  
4 United States Code, Section 981(a)(1)(C) and Title 28, United States  
5 Code, Section 2461(c), in the event of the defendant's conviction of  
6 the offenses set forth in this Information.  
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9 2. The defendant, if so convicted, shall forfeit to the United  
10 States of America the following:

11 (a) All right, title and interest in any and all property,  
12 real or personal, constituting, or derived from, any proceeds  
13 traceable to any such offense; and

14 (b) To the extent such property is not available for  
15 forfeiture, a sum of money equal to the total value of the property  
16 described in subparagraph (a).

17 3. Pursuant to Title 21, United States Code, Section 853(p), as  
18 incorporated by Title 28, United States Code, Section 2461(c), the  
19 defendant shall forfeit substitute property, up to the total value of  
20 the property described in the preceding paragraph if, as the result  
21 of any act or omission of the defendant, the property described in  
22 the preceding paragraph, or any portion thereof: (a) cannot be  
23 located upon the exercise of due diligence; (b) has been transferred,  
24 sold to or deposited with a third party; (c) has been placed beyond

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1 the jurisdiction of the court; (d) has been substantially diminished  
2 in value; or (e) has been commingled with other property that cannot  
3 be divided without difficulty.

4  
5 A TRUE BILL

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8 Foreperson.

9 NICOLA T. HANNA  
10 United States Attorney

11 BRANDON D. FOX  
12 Assistant United States Attorney  
13 Chief, Criminal Division

14 MACK E. JENKINS  
15 Assistant United States Attorney  
16 Chief, Public Corruption and  
17 Civil Rights Section

18 DANIEL J. O'BRIEN  
19 Assistant United States Attorney  
20 Deputy Chief, Public Corruption  
21 and Civil Rights Section

22 THOMAS F. RYBARCZYK  
23 Assistant United States Attorney  
24 Public Corruption and Civil  
25 Rights Section  
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# **EXHIBIT B**

**EXHIBIT B**

**FACTUAL BASIS**

The City of Baldwin Park, California (the "City") was a local government within Los Angeles County in the Central District of California. The City received in excess of \$10,000 under federal programs for each of the calendar years 2017, 2018, and 2019.

The City was governed, in part, by its City Council, which adopted legislation, set policy, adjudicated issues, and established the budget of the City. The City Council was comprised of four City Council members and a Mayor, all of whom were elected by the City's voters.

The West Valley Water District (the "Water District") was a local government agency within San Bernardino County in the Central District of California. The Water District received in excess of \$10,000 under federal programs for each of the calendar years 2017, 2018, and 2019.

The City's Police Association ("Police Association") was the union representing the City's police officers. The Police Association engaged in contract negotiations with the City Council and City administrators.

From 1997 to the present, defendant RICARDO PACHECO ("defendant") was a City Council member. From December 2017 through December 2018, defendant was the City's Mayor Pro-Tem. Defendant acted as an agent of the City in his capacity as a City Council member.

**The Police Association Scheme**

Beginning in at least January 2018 and continuing through October 2018, defendant accepted \$37,900 from Police Officer 1 ("PO-1"), a City police officer and Police Association member, in exchange for defendant's vote and support of the Police Association's contract with the City, a City contract valued in excess of \$5,000. Specifically, the City's contract with the Police Association was valued at approximately \$4.4 million over three years and called for the City to employ the Police Association's members, namely, the City Department's officers, and to provide for the creation of additional positions and pay raises for those officers with a certain level of education. In 2012, the City had considered disbanding its police department

RP

and contracting directly with the Los Angeles County Sheriff's Department for police service for its City's residents.

In furtherance of this scheme, on January 24, 2018, defendant met with PO-1 in Baldwin Park and told PO-1 that he had several requests of the Police Association in exchange for his vote in favor of their contract. Defendant asked that the Police Association purchase tickets for two \$1,000 tables for two different fundraisers at defendant's Catholic Church. Defendant also asked that the Police Association spend up to \$75,000 for public service announcements that would demonstrate defendant's support for various causes, which were designed to assist defendant's political career.

On January 26, 2018, defendant met with PO-1 and another member of the Police Association in Baldwin Park. During the meeting, PO-1 provided defendant a \$900 check made payable to the Catholic Church for one of the church's fundraisers. The memo line of the check read: "Donation for Ricardo Pacheco." Defendant indicated that he wanted \$2,000 from the Police Association for the second fundraiser, which he said PO-1 could provide the following week. Defendant told PO-1 that the Police Association would need to continue to provide up to \$1,000 to his hand-picked "non-profits" or Political Actions Committees ("PACs") per quarter and financially and publicly support defendant's re-election. PO-1 confirmed that defendant wanted \$5,000 for public service announcements to assist defendant's political career by the following week.

On February 6, February 15, and February 28, 2018, at the direction of the Federal Bureau of Investigation ("FBI"), PO-1 met with and provided defendant with checks made payable to defendant's Catholic Church, as requested by defendant, totaling \$7,000, in exchange for defendant's support for the Police Association contract.

After a March 7, 2018 City Council closed session, defendant sent a text message to PO-1 stating, "Contract was approved," in reference to the Police Association contract. At a March 21, 2018 City Council session open to the public, the City Council voted on the Police Association contract with defendant voting to approve the contract.

On August 29, 2018, defendant sent an email to PO-1 in which he asked the PO-1 and the Police Association to donate \$5,000 to

defendant's wife's campaign for the Valley County Water District.

On September 4, 2018, defendant asked PO-1 for \$5,000 from the Police Association for defendant's wife's political campaign and \$25,000 for defendant's personal benefit, namely, the PACs defendant controlled. After PO-1 told defendant that the Police Association did not want to be seen as supporting any one candidate in particular, defendant told PO-1 they could get around this concern by having PO-1 make checks payable to defendant's hand-selected PACs. Six days later, on September 10, 2018, defendant sent a text message to PO-1 listing two PACs to which he wanted PO-1 to donate: the California Education Coalition PAC ("CEC") and California Fire and Safety Committee PAC ("CFSC"). While California Fair Political Practices Commission filings did not list defendant as controlling either PAC, as discussed more fully below, both CEC and CFSC existed to promote defendant's interests, including defendant's preferred political candidates and for defendant's own personal benefit. Further, defendant had personal relationships with both individuals who, according to the California Fair Political Practices Commission, ran the PACs and helped set up those PACs for those individuals.

On September 26, 2018, in furtherance of defendant's agreement with PO-1 to vote in favor of the Police Association's contract, PO-1 met with defendant in Baldwin Park and provided defendant two \$5,000 checks from the Police Association payable to CEC and CFSC. Prior to providing the checks to defendant, PO-1 asked where the PACs would spend the money. Defendant said that they would "be used for, to promote me basically." After seeing that there were only two checks for \$5,000 each inside the envelope provided by PO-1, defendant said: "I thought it was going to be more than that." PO-1 told defendant that PO-1 would attempt to get the remaining money soon.

On October 2, 2018, defendant and PO-1 spoke on the telephone. During the call, defendant questioned PO-1 as to why the Police Association had not honored their part in the agreement with defendant. In doing so, defendant reiterated he had already performed his part of the bargain by voting for the Police Association contract. Specifically, defendant said: "Look, here's my concern, is, you know, you guys asked me a while back to support the contract . . . you know, and I did. I went through my commitment. And now you guys are saying, well,

before you do your commitment, you're asking for more, right, commitment." Later, defendant said: "The point is that when we make a commitment, you complete it. And I got you to the goal, and you guys haven't committed to what you're saying you'd do and it's like you're saying, 'well we don't trust you so we're gonna not do our commitment at this point...'"

On October 17, 2018, PO-1 met with defendant in a Baldwin Park, California coffee shop and provided defendant with an envelope containing \$20,000 in cash to fulfill the Police Association's part of the bargain with defendant in return for his vote on the Police Association contract. After exiting the coffee shop, defendant approached PO-1 in PO-1's vehicle and told PO-1 that he had to have checks, not cash. PO-1 responded by explaining that providing checks under defendant's short timeframe would be difficult and that cash was the most efficient way to provide the money defendant demanded. Defendant responded by saying if PO-1 had provided checks, defendant would have had to find a way to conceal the true source of the checks by depositing them in the PACs' accounts in order to obtain the money for defendant's personal use. When PO-1 asked if defendant wanted PO-1 to try and get checks from the Police Association, defendant said: "No no, just leave it like that," and PO-1 and defendant parted ways.

#### **Marijuana Distributorship Development Agreement Scheme<sup>1</sup>**

Beginning in at least August 2017 and continuing through at least August 2018, defendant accepted from Political Consultant 1 ("PC-1") two \$5,000 checks, one made payable to a PAC defendant designated and the second to defendant's wife's re-election campaign, in exchange for defendant's vote in support of an agreement valued well in excess of \$220,000 annually awarding Marijuana Company 1 the City's sole marijuana distributorship.

More specifically, in approximately August 2017, defendant and Person 1, a public official, approached PC-1 and Marijuana Company 1 and solicited donations in the amount of \$10,000 each for defendant's church, CEC, and for the campaign of Person 2, a public official, for board of the West Valley Water District ("Person 2's Campaign"). At the time, Marijuana Company 1 was seeking a development agreement from the City to be the sole distributor of marijuana in the City. Marijuana Company 1's

<sup>1</sup> Marijuana is also known and commonly referred to as cannabis.



owner, Person 3, provided a \$10,000 check to CEC and a \$10,000 check to Person 2's Campaign.

In November 2017, defendant met with PC-1 at a restaurant in Baldwin Park, California, and told PC-1 to ask Marijuana Company 1 for cash in exchange for defendant's vote. During the meeting and after some discussion, defendant told PC-1 that he should ask Marijuana Company 1 for at least \$150,000, pay the 20% in taxes on the contract, and split the remainder with defendant in exchange for defendant's support of Marijuana Company 1's development agreement. PC-1 declined.

On December 18, 2017, the City Council voted on Marijuana Company 1's development agreement and approved Marijuana Company 1's development agreement by a vote of 3-0. Defendant and another councilmember did not attend or vote at the City Council meeting.

After the City Council indicated it would revisit the issue of Marijuana Company 1's development agreement, defendant and PC-1 met at a restaurant in Fontana, California on June 8, 2018. During the meeting, defendant told PC-1 he was raising money for three PACs: CEC, CFSC, and his wife's re-election committee. Defendant wrote the name of the three committees on a napkin, provided them to PC-1, and requested that Marijuana Company 1 make a total of \$15,000 in donations, with each committee receiving a \$5,000 donation.

On July 2, 2018, at the direction of the FBI, PC-1 met with defendant and defendant's friend Person 4, who defendant had previously identified as his "fundraising guy," at a restaurant in Rancho Cucamonga, California, to discuss the payments requested by defendant in exchange for his vote on Marijuana Company 1's agreement with the City. During the meeting, PC-1 told defendant that Marijuana Company 1 would provide \$10,000 of the \$15,000 requested by defendant to which defendant responded, "Ok, fine." PC-1 asked how defendant wanted the payments to be made, and defendant referred PC-1 to Person 4 and said Person 4 is "gonna do some fundraising for me." Later, during the meeting, defendant and Person 4 provided the names of the three PACs defendant previously identified, including CEC and CFSC, to which defendant wanted Marijuana Company 1 to provide donations in exchange for his political support of Marijuana Company One's Development Agreement.



On July 11, 2018, at the direction of the FBI, PC-1 met with Person 4 at a coffee house in West Covina. PC-1 provided Person 4 with a \$5,000 check made payable to defendant's wife's re-election campaign and a \$5,000 check made payable to CFSC.

On July 16, 2018, at the direction of the FBI, PC-1 met with defendant at a coffee house in West Covina, California, and later rode in defendant's vehicle. During the meeting, PC-1 told defendant that Marijuana Company 1 would be able to pay defendant another \$5,000 by early August, to which defendant responded, "Ok, I trust you, brother." Defendant then told PC-1 "[Marijuana Company 1] should be good" for the upcoming vote. Later in the conversation, defendant asked PC-1, "so, like in August?" referring to the additional payment defendant expected Marijuana Company 1 to provide him. At the end of the conversation, PC-1 asked defendant if Marijuana Company 1 was good for [the vote on] Wednesday, to which defendant replied, "Yeah, brother, I'm there," confirming he would vote for Marijuana Company 1, and then "hopefully in the future they continue helping us in campaigns."

At a July 18, 2018 meeting, the City Council voted in favor of Marijuana Company 1's development agreement awarding it sole distributorship of marijuana in the City for 20 years. In accordance with his agreement with PC-1, defendant voted in favor of Marijuana Company 1's agreement with the City.

Defendant confirmed his vote to PC-1 through a text message on July 18, 2018. During the vote on July 18, 2018, defendant initially inadvertently voted no on the contract. When PC-1 texted him to ask what happened, defendant responded via text message with the following: "Sorry. They made motions that confused me. / On [Marijuana Company 1]. But i straight [sic] it out on correcting vote." The development agreement was approved by a 4-1 vote.

#### **West Valley Water District Board Scheme**

Beginning in at least July 2017 and continuing through at least November 2019, defendant entered into agreement with Person 2, in which defendant would fund Person 2's Campaign for the Water District board and help him secure a contract with the City. In exchange, when Person 2 became a board member and an agent of the Water District, Person 2 would provide defendant a job at the Water District.

Defendant directed and/or arranged for Person 2's Campaign to receive approximately \$20,500, which represented almost the entirety of \$21,797 in monetary contributions received by Person 2's Campaign. These donations obtained by defendant came from individuals with business before the City. Defendant further arranged for Person 2's Campaign to receive \$4,789.08 of in-kind contributions from CEC, the PAC defendant controlled. These in-kind donations were never disclosed by Person 2's election committee in an effort to conceal defendant's agreement with Person 2.

As the result of his appointment to the Water District, defendant received at least \$300,000 in total salary from April 2018 through October 2019. In addition to this amount, defendant received approximately \$142,194 in a severance package in November 2019.

More specifically regarding the origin of this agreement, in approximately July 2017, defendant and Person 2 had a conversation at Baldwin Park City Hall in which Person 2 told defendant he planned to run for West Valley Water District Board and needed defendant's help, which defendant understood to mean help fundraising for the campaign. During this conversation, Person 2 told defendant that the Water District had job openings and that if defendant helped Person 2 with his campaign, defendant would try to get him a job at the Water District. Specifically, Person 2 said that once he got elected to the Water District's Board, "we'll get you in." Person 2 and defendant also discussed how this position would assist defendant with maxing out his California state pension so that defendant would receive the most money possible in retirement. Defendant agreed to raise money for Person 2 in exchange for a position at the Water District.

Later, on a different date, Person 2 changed the terms of his deal with defendant and told defendant that he wanted their deal to include defendant's vote and support for the renewal of Person 2's contract with the City (collectively, with the agreement to raise funds for Person 2's campaign in exchange for a Water District job for defendant, the "Water District Agreement.").

In furtherance of the Water District Agreement, Person 2 involved Person 5, an elected official, to further the effort to obtain a job for defendant at the Water District. Person 5 told

defendant that if defendant helped Person 2 and Person 5 get elected, then Person 2 and Person 5 would "help" defendant.

As discussed above, defendant and Person 1 approached PC-1 and Marijuana Company 1 and solicited donations to Person 2's Campaign while Marijuana Company 1 was pursuing its agreement with the City for exclusive marijuana distribution rights. Marijuana Company 1's owner, Person 3, provided a \$10,000 campaign contribution to Person 2's Campaign, which was reported to the California Fair Political Practices Commission as being received on September 14, 2017.

Marijuana Company 1's owner also provided a \$10,000 check to CEC dated September 12, 2017. In furtherance of the Water District Agreement, defendant directed a \$7,000 check from CEC's account payable to Person 2's campaign's account on or about September 26, 2017.

On October 9, 2017, Person 2 sent a text message to defendant's cellphone that stated: "Okay we are making our big push and I really need the 5k bro. Otherwise I'm completely broke this week and we are done," meaning that the success of Person 2's Campaign depended on defendant's help with fundraising.

On October 10, 2017, in furtherance of defendant's agreement with Person 2, defendant solicited and arranged for a local developer, Person 6, to donate to Person 2's Campaign. On that same day, Person 6 donated \$1,500. After doing so, defendant sent a text message to Person 2 on October 10, 2019 in which he wrote: "Check to see for money."

On October 19, 2017, at Person 2's request, defendant delivered four checks totaling \$3,289.08 drawn on CEC's bank account to Person 7, Person 2's campaign manager. Of that amount, \$2,699.94 was made payable to a printing company and \$589.14 was made payable to the United States Postal Service. Later, in October 2017, defendant provided Person 2's Campaign two checks, dated October 28, 2017, totaling \$1,500 drawn on CEC's bank account. Of that amount, \$767.34 was made payable to a printing company and \$732.66 was made payable to the United States Postal Service. Person 2's Campaign never reported these in-kind donations on its California Fair Political Practices Commission forms.

Defendant understood from Person 7 that the money paid by CEC to the printing company and United States Postal Service was in part to pay for a "hit piece," that is, a negative advertisement, against Person 2 and Person 5's opponents. The "hit piece" had been designed by Person 1 who himself was seeking to obtain a contract for legal services from the Water District.

In addition to these contributions, defendant solicited donations for Person 2's Campaign from Person 8, a business owner, and, in response, received two checks totaling \$1,000 from Person 8. Defendant also solicited donations from Person 9, a business owner, and, in response, received a \$1,000 check from Person 9.

On November 8, 2017, the day after the election, defendant sent the following text message to Person 2: "Assistant GM," which signified the Water District position defendant wanted in exchange for his help with Person 2's campaign. Approximately 30 minutes later, Person 2 responded: "Really? We will talk if my contract goes through." Approximately two minutes later, defendant sent the next two messages: "Because you can't afford me anyplace else. I make 180K plus benefits" and "Make a second AGM spot for more efficient program." Less than a minute later, Person 2 responded: "Working on it."

On November 9, 2017, Person 2 sent the following text message to defendant: "Okay we all just won we are in." In response, defendant asked: "Can we discuss the GM position."

On November 9, 2017 and November 10, 2017, defendant sought to pressure another City councilmember to vote in favor of renewing Person 2's contract with the City. The councilmember explained to defendant that she would not vote for the new contract proposal because it had materially changed from the one she had originally agreed to support. During a text message exchange, defendant wrote the following three messages within the same minute: (1) "I just need your support"; (2) "Plus he just won in a large water district"; and (3) "Think about the possibilities," by which defendant meant that the councilmember could obtain financial benefits from the Water District, herself, and Person 2 if the councilmember supported Person 2's contract renewal.

On November 15, 2017, in furtherance of the Water District Agreement, defendant voted in favor of renewing Person 2's



contract. The City Council voted to renew Person 2's contract by a 3-2 margin.

In December 2017, at the victory celebration for Person 2 and Person 5, Person 2 and Person 5 confirmed for defendant that they would make good on their promise of providing him a position at the Water District.

After becoming an agent of the Water District, Person 2 worked to create a new position of Assistant General Manager for the Water District and to hire defendant for that position pursuant to their Water District Agreement. On March 29, 2018, in accordance with the Water District Agreement, the Water District hired him as an Assistant Manager and shortly thereafter elevated and added additional responsibilities, which provided defendant an annual salary of \$189,592 and the use of a Water District vehicle. The Board voted 4-0 in favor of defendant's contract with Person 2 abstaining, which was done in an effort to further conceal the Water District Agreement.

On December 13, 2018, FBI special agents executed a search warrant on defendant's residence and vehicle. Once the search had finished and on the same day, defendant met with Person 2 at a City event and told him about the FBI's search of his home.

Between March 2019 and April 30, 2019, defendant spoke with Person 2 and detailed evidence the FBI had gathered concerning the Police Association Scheme. Person 2 then provided defendant false exculpatory statements that Person 2 suggested defendant could tell the FBI, such as falsely stating that the cash he accepted from PO-1 were merely campaign contributions.

#### **Marijuana Cultivation and/or Manufacturing Development Scheme 1**

Beginning in 2017 and continuing through at least January 2019, defendant solicited approximately \$150,000 from Person 10, a public official, in exchange for his vote and support for Marijuana Company 2's Cultivation and/or Manufacturing Development Agreement ("Cultivation Development Agreement") with the City, an agreement worth in excess of \$240,000 annually. Defendant received at least \$100,000 in payments from Person 10 in connection with this agreement.

More specifically, prior to August 2017, Person 1 approached defendant and told defendant that the City should agree to allow marijuana companies to operate within the City's boundaries. Person 1 explained that defendant could personally profit from

allowing such businesses to operate within the City by accepting payments from applicants through an intermediary, which defendant could then either directly accept or direct to future campaigns. Person 1 explained that defendant should find an individual he trusted who would not talk (the "intermediary"), instruct the intermediary to represent himself as a "consultant" to companies seeking Cultivation Development Agreements, and promise to deliver a development agreement to the company in exchange for \$150,000 fee. Person 1 explained that consultants had been charging \$150,000 to assist with licensing related to marijuana, which is why defendant should ask for that amount. The intermediary then would share this \$150,000 fee with defendant who would then work with Person 1 and others on the City Council to get the Cultivation Development Agreements approved for that applicant.

In approximately August 2017, defendant met with Person 10 in Los Angeles County and accepted three \$10,000 checks from Person 10's consulting company ("Consulting Company 1"). After losing one \$10,000 check, defendant directed his friend, Person 11, to deposit the checks. Person 11 then withdrew approximately \$12,000 in cash and provided it to defendant. Prior to accepting the payment from Person 10, defendant and Person 10 agreed that Person 10 would provide defendant payments in exchange for his vote in support of Marijuana Company 2's Cultivation Development Agreement.

During the scheme, Person 1, Person 10, and defendant met on approximately five occasions at downtown Los Angeles restaurants, typically a month before the City Council voted on Cultivation Development Agreements. During these meetings, defendant and Person 10 would discuss in front of Person 1 the payments Person 10 made to defendant for his vote, and Person 1 and defendant would update Person 10 on the status of other Cultivation Development Agreement applications.

In approximately November 2017, at defendant's request and in exchange for his vote and support for Marijuana Company 2, Person 10 wrote a \$2,500 check drawn on Consulting Company 1's account for defendant's spouse's political campaign.

On April 18, 2018, in accordance with his agreement with Person 10, defendant voted in favor of Marijuana Company 2's development agreement for marijuana cultivation and manufacturing in its first reading before the City Council. Each development agreement before the City Council required a



first and second reading with at least one reading needing to occur at a regularly scheduled City Council meeting. After the first reading, a majority of the City Council would need to vote in favor of the development agreement in order for it to proceed to a second reading. After the second reading, a majority of the City Council would need to vote in favor of the agreement in order for it to become law.

On July 18, 2018, in accordance with his agreement with Person 10, defendant voted in favor of Marijuana Company 2's development agreement for marijuana cultivation and manufacturing in its second reading.

In approximately September 2018, defendant and Person 10 met in person in Los Angeles County. In exchange for his vote and support for Marijuana Company 2, Person 10 provided defendant a \$50,000 check with a blank payee drawn on the account of Person 12, an individual affiliated with Marijuana Company 2. Defendant then provided the \$50,000 check to Person 13, one of defendant's friends and a City and Water District contractor, who deposited the check into Person 13's company's account on or about September 21, 2018. Person 13 later provided defendant with approximately \$15,000 of the \$50,000 deposit in cash over several meetings in order to conceal the nature of the transaction.

On December 5, 2018, in accordance with his agreement with Person 10 and after Marijuana Company 2 petitioned to change its location, defendant voted in favor of Marijuana Company 2's amended development agreement for marijuana cultivation and manufacturing in its first reading.

As discussed above, on December 13, 2018, FBI special agents executed a federal search warrant on defendant's residence and vehicle. After the FBI had completed its search and left the premises, defendant contacted Person 1. At the time, defendant knew that Person 1 was close to Person 10 and believed that Person 1 and Person 10 had an agreement with respect to marijuana licensing in the City. Person 1 also told defendant that he was in business with Person 10, and Person 1 and Person 10 were seeking a marijuana license in Commerce, California.

On December 19, 2018, in accordance with his agreement with Person 10, defendant voted in favor of Marijuana Company 2's development amended agreement for marijuana cultivation and manufacturing in its second reading.

On or about January 24, 2019, Person 10 provided defendant seven checks totaling \$20,000 from individuals who defendant had never met. At least four of these individuals had connections to Marijuana Company 2. Defendant had asked Person 10 for donations to his legal fund after he and Person 10 had entered into an agreement whereby Person 10 would provide tens thousands of dollars to defendant in exchange for defendant's vote in favor of Marijuana Company 2. Defendant never formed a legal defense fund and instead used the money for his personal gain, namely, paying for legal bills for an unrelated civil matter.

#### **Marijuana Cultivation and/or Manufacturing Development Scheme 2**

Beginning in at least June 2017 and continuing through at least December 2018, defendant entered into an agreement with Person 4, defendant's "fundraising guy," in which Person 4 would solicit "consulting" contracts from Marijuana Companies 3 and 4, both of whom were seeking City marijuana cultivation and manufacturing development agreements. The development agreement for Marijuana Company 3 was worth well in excess of \$220,000, and the development agreement for Marijuana Company 4 was worth well in excess of \$198,000. Defendant and Person 4 agreed that Person 4 would charge Marijuana Companies 3 and 4 \$150,000 each in consulting fees, which would be paid to Person 4's company, Consulting Company 2. Of the \$150,000, defendant would receive 60 percent of those fees and Person 4 would receive 40 percent of the fees. Person 4 would withdraw cash from his Consulting Company 2 account and provide defendant his payments in cash in order to conceal the transactions. In exchange, defendant would vote for and support Marijuana Companies 3 and 4's City development agreements.

At some point in 2017, after this conversation, Person 1 provided defendant a physical copy of sample "consultant agreement" that Person 1 told defendant he could have his intermediary use when approaching companies seeking Cultivation Development Agreements. At the bottom of the sample agreement, it said to call Person 1 for any questions. Defendant provided that agreement to Person 4 who, as discussed later, served as defendant's intermediary with two companies seeking marijuana cultivation and/or manufacturing development agreements.

Between approximately August 2017 and December 2018, Person 4 received approximately \$110,500 from Marijuana Company 3 and \$45,000 from Marijuana Company 4. In that same time period, defendant accepted at least \$93,300 in cash from Person 4 as

part of his agreement to vote and support the development agreements for Companies 3 and 4.

Person 4 would often provide the cash that was subject to this agreement to defendant in person. For example, on October 6, 2017, Person 4 sent a text message using his cellphone to defendant's cellphone in which Person 4 wrote: "I printed the remainder of the documents you requested." Person 4 used "documents" as coded language for cash in order to conceal their agreement. Person 4 then sent another message to defendant's cellphone in which he wrote: "Let me know if you could meet tonight. OK." Approximately five minutes later, defendant responded to Person 4 with a text message that read "7pm tonight." Several hours later, defendant sent a text message to Person 4 in which defendant wrote: "Check the printing on the docs, Last time the printing was too light." When defendant said the "printing was too light" on the "docs," defendant was using coded language to conceal their agreement and to explain that Person 4 had not provided enough cash during their previous meeting. Less than 20 minutes later, Person 4 responded to defendant with this text message: "Haha...this time it's full color ink," confirming the payment amount was larger than the last and consistent with their agreement.

Similarly, Person 4 allowed defendant on at least one occasion to pick up cash from Person 4's home. On July 13, 2018, Person 4 sent a text message to defendant in which Person 4 wrote: "Call me a (sic) soon as you can so we can work out a way for you to pick up the documents [cash] this morning." Later, Person 4 wrote to defendant the following message: "I am not able to get away this morning, however you're welcome to stop by at your convenience and pick up [cash] from my house."

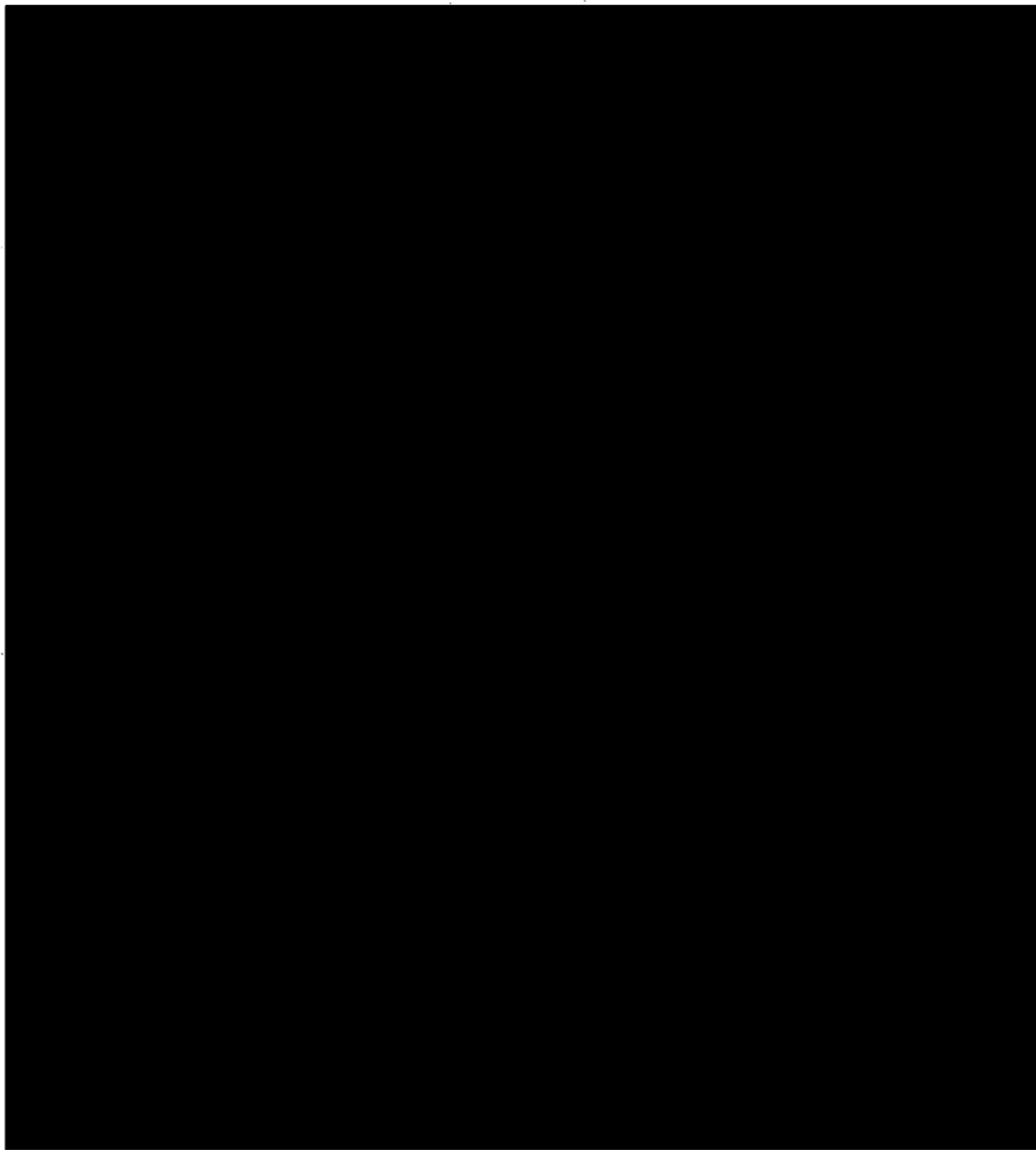
During the scheme, defendant and Person 4 would discuss the status of Company 3's development agreement in the City Council. For example, during October 2017, November 2017, and December 2017, Person 4 sent text messages to defendant referring to the phrase "city of Chinos," which was their code to refer to Company 3 and/or its representatives, around the dates of Baldwin Park City Council meetings and asked for updates from defendant on the application of the "City of Chinos," which defendant provided on at least two occasions.

On April 18 and May 2, 2018, in accordance with his agreement with Person 4, defendant voted in favor of Marijuana Company 3 and 4's development agreement applications, and the City Council

advanced and/or approved both Marijuana Company 3 and Company 4's development agreement applications on those dates.

Handwritten signature or initials in the bottom right corner of the page.

# **EXHIBIT C**



RP