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 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 ANTHONY DAVID FLORES,  
 aka "Anton David,"

16 Defendant.  
 17

No. 2:22-CR-00593-PA-1

PLEA AGREEMENT FOR DEFENDANT  
ANTHONY DAVID FLORES

18 1. This constitutes the plea agreement between Anthony David  
 19 Flores, aka "Anton David" ("defendant"), and the United States  
 20 Attorney's Office for the Central District of California (the "USAO")  
 21 in the above-captioned case. This agreement is limited to the USAO  
 22 and cannot bind any other federal, state, local, or foreign  
 23 prosecuting, enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
 27 provided by the Court, appear and plead guilty to counts one, three,  
 28 four, five, seven, nine, ten, eleven, and twelve of the indictment in

1 United States v. Anthony David Flores, No. 2:22-CR-00593-PA-1, which  
2 charges defendant with conspiracy to commit mail fraud, in violation  
3 of 18 U.S.C. § 1349 (count one), wire fraud, in violation of  
4 18 U.S.C. § 1343 (counts three and four), mail fraud, in violation of  
5 18 U.S.C. § 1341 (counts five and seven), conspiracy to engage in  
6 money laundering, in violation of 18 U.S.C. § 1956(h) (count nine),  
7 laundering of monetary instruments, in violation of 18 U.S.C.  
8 § 1956(a)(1)(B)(i) (counts ten and eleven), and engaging in monetary  
9 transactions in property derived from specified unlawful activity, in  
10 violation of 18 U.S.C. § 1957(a) (count twelve).

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

12 c. Abide by all agreements regarding sentencing contained  
13 in this agreement.

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

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

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

23 g. Pay the applicable special assessments at or before  
24 the time of sentencing unless defendant has demonstrated a lack of  
25 ability to pay such assessments.

26 THE USAO'S OBLIGATIONS

27 3. The USAO agrees to:

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

1           b. Abide by all agreements regarding sentencing contained  
2 in this agreement.

3           c. At the time of sentencing, move to dismiss the  
4 remaining counts of the indictment against defendant. Defendant  
5 agrees, however, that at the time of sentencing the Court may  
6 consider any dismissed charges in determining the applicable  
7 Sentencing Guidelines range, the propriety and extent of any  
8 departure from that range, and the sentence to be imposed.

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

15                               NATURE OF THE OFFENSES

16           4. Defendant understands that for defendant to be guilty of  
17 the crime charged in count one, that is, conspiracy to commit mail  
18 fraud, in violation of Title 18, United States Code, Section 1349,  
19 the following must be true: (1) beginning on or around May 28, 2018,  
20 and ending on date of the indictment, there was an agreement between  
21 two or more persons to commit mail fraud, in violation of Title 18,  
22 United States Code, Section 1341; and (2) defendant became a member  
23 of the conspiracy knowing of at least one of its objects and  
24 intending to help accomplish it.

25           5. Defendant understands that for defendant to be guilty of  
26 the crime charged in counts three and four, that is, wire fraud, in  
27 violation of Title 18, United States Code, Section 1343, the  
28 following must be true: (1) defendant knowingly participated in,

1 devised, intended to devise, a scheme or plan to defraud, or a scheme  
2 or plan for obtaining money or property by means of false or  
3 fraudulent pretenses, representations, or promises; (2) the  
4 statements made as part of the scheme were material; that is, they  
5 had a natural tendency to influence, or were capable of influencing,  
6 a person to part with money or property; (3) defendant acted with the  
7 intent to defraud; that is, the intent to deceive and cheat;  
8 and (4) defendant used, or caused to be used, an interstate wire  
9 communication to carry out or attempt to carry out an essential part  
10 of the scheme. A defendant may be found guilty of the crime charged  
11 even if the defendant did not personally commit the act constituting  
12 the crime if the defendant willfully caused an act to be done that if  
13 directly performed by him would be an offense against the United  
14 States. A defendant who puts in motion or causes the commission of  
15 an indispensable element of the offense may be found guilty as if he  
16 had committed this element himself.

17 6. Defendant understands that for defendant to be guilty of  
18 the crime charged in counts five and seven, that is, mail fraud, in  
19 violation of Title 18, United States Code, Section 1341, the  
20 following must be true: (1) defendant knowingly participated in,  
21 devised, intended to devise, a scheme or plan to defraud, or a scheme  
22 or plan for obtaining money or property by means of false or  
23 fraudulent pretenses, representations, or promises; (2) the  
24 statements made as part of the scheme were material; that is, they  
25 had a natural tendency to influence, or were capable of influencing,  
26 a person to part with money or property; (3) defendant acted with the  
27 intent to defraud; that is, the intent to deceive and cheat;

28

1 and (4) defendant used, or caused to be used, the mails to carry out  
2 or attempt to carry out an essential part of the scheme.

3 7. Defendant understands that for defendant to be guilty of  
4 the crime charged in count nine, that is, conspiracy to launder  
5 monetary instruments, in violation of Title 18, United States Code,  
6 Section 1956(h), the following must be true:

7 (1) There was an agreement between two or more persons:

8 a. to conduct a financial transaction involving property  
9 that represented the proceeds of wire fraud, in violation of Title  
10 18, United States Code, Section 1343, where defendant knew that the  
11 property represented the proceeds of some form of unlawful activity,  
12 and defendant knew that the transaction was designed in whole or in  
13 part to conceal or disguise the nature, location, source, ownership,  
14 or control of the proceeds; or

15 b. to knowingly engage or attempt to engage in a monetary  
16 transaction in the United States in criminally derived property that  
17 had a value greater than \$10,000 and was, in fact, derived from wire  
18 fraud, in violation of Title 18, United States Code, Section 1343;  
19 and

20 (2) Defendant became a member of the conspiracy knowing of at  
21 least one of its objects and intending to help accomplish it.

22 8. Defendant understands that for defendant to be guilty of  
23 the crime charged in counts ten and eleven, that is, laundering  
24 monetary instruments, in violation of Title 18, United States Code,  
25 Section 1956(a)(1)(B)(i), the following must be true: (1) defendant  
26 conducted a financial transaction involving property that represented  
27 the proceeds of wire fraud, in violation of Title 18, United States  
28 Code, Section 1343; (2) defendant knew that the property represented

1 the proceeds of some form of unlawful activity; and (3) defendant  
2 knew that the transaction was designed in whole or in part to conceal  
3 or disguise the nature, location, source, ownership, or control of  
4 the proceeds. A defendant may be found guilty of the crime charged  
5 even if the defendant did not personally commit the act constituting  
6 the crime if the defendant willfully caused an act to be done that if  
7 directly performed by him would be an offense against the United  
8 States. A defendant who puts in motion or causes the commission of  
9 an indispensable element of the offense may be found guilty as if he  
10 had committed this element himself.

11 9. Defendant understands that for defendant to be guilty of  
12 the crime charged in count twelve, that is, money laundering, in  
13 violation of Title 18, United States Code, Section 1957, the  
14 following must be true: (1) defendant knowingly engaged or attempted  
15 to engage in a monetary transaction; (2) defendant knew the  
16 transaction involved criminally derived property; (3) property had a  
17 value greater than \$10,000; (4) property was, in fact, derived from  
18 wire fraud, in violation of Title 18, United States Code, Section  
19 1343; and (5) the transaction occurred in the United States.

20 PENALTIES AND RESTITUTION

21 10. Defendant understands that the statutory maximum sentence  
22 that the Court can impose for a violation of Title 18, United States  
23 Code, Section 1349, that is, conspiracy to commit mail fraud, as  
24 charged in count one, is: 20 years of imprisonment; a three-year  
25 period of supervised release; a fine of \$250,000 or twice the gross  
26 gain or gross loss resulting from the offense, whichever is greatest;  
27 and a mandatory special assessment of \$100.

28

1           11. Defendant understands that the statutory maximum sentence  
2 that the Court can impose for a violation of Title 18, United States  
3 Code, Section 1343, that is, wire fraud, as charged in counts three  
4 and four, is: 20 years of imprisonment; a three-year period of  
5 supervised release; a fine of \$250,000 or twice the gross gain or  
6 gross loss resulting from the offense, whichever is greatest; and a  
7 mandatory special assessment of \$100.

8           12. Defendant understands that the statutory maximum sentence  
9 that the Court can impose for a violation of Title 18, United States  
10 Code, Section 1341, that is, mail fraud, as charged in counts five  
11 and seven, is: 20 years of imprisonment; a three-year period of  
12 supervised release; a fine of \$250,000 or twice the gross gain or  
13 gross loss resulting from the offense, whichever is greatest; and a  
14 mandatory special assessment of \$100.

15           13. Defendant understands that the statutory maximum sentence  
16 that the Court can impose for a violation of Title 18, United States  
17 Code, Section 1956(h), that is, conspiracy to launder monetary  
18 instruments, as charged in count nine, is: 20 years of imprisonment;  
19 a three-year period of supervised release; a fine of \$500,000 or  
20 twice the gross gain or gross loss resulting from the offense,  
21 whichever is greatest; and a mandatory special assessment of \$100.

22           14. Defendant understands that the statutory maximum sentence  
23 that the Court can impose for a violation of Title 18, United States  
24 Code, Section 1956(a)(1)(B)(i), that is, laundering of monetary  
25 instruments, as charged in counts ten and eleven, is: 20 years of  
26 imprisonment; a three-year period of supervised release; a fine of  
27 \$500,000 or twice the gross gain or gross loss resulting from the  
28

1 offense, whichever is greatest; and a mandatory special assessment of  
2 \$100.

3 15. Defendant understands that the statutory maximum sentence  
4 that the Court can impose for a violation of Title 18, United States  
5 Code, Section 1957, that is, money laundering, as charged in count  
6 twelve, is: 10 years of imprisonment; a three-year period of  
7 supervised release; a fine of \$250,000 or twice the gross gain or  
8 gross loss resulting from the offense, whichever is greatest; and a  
9 mandatory special assessment of \$100.

10 16. Defendant understands, therefore, that the total maximum  
11 sentence for all offenses to which defendant is pleading guilty is:  
12 170 years of imprisonment; a three-year period of supervised release;  
13 a fine of \$3,000,000 or twice the gross gain or gross loss resulting  
14 from the offenses, whichever is greatest; and a mandatory special  
15 assessment of \$900.

16 17. Defendant understands that defendant will be required to  
17 pay full restitution to the victim of the offenses to which defendant  
18 is pleading guilty. Defendant agrees that, in return for the USAO's  
19 compliance with its obligations under this agreement, the Court may  
20 order restitution to persons other than the victim of the offenses to  
21 which defendant is pleading guilty and in amounts greater than those  
22 alleged in the counts to which defendant is pleading guilty. In  
23 particular, defendant agrees that the Court may order restitution to  
24 any victim of any of the following for any losses suffered by that  
25 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.  
26 § 1B1.3, in connection with the offenses to which defendant is  
27 pleading guilty; and (b) any counts dismissed and charges not  
28 prosecuted pursuant to this agreement as well as all relevant



1 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those  
2 counts and charges.

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

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

25 20. Defendant and his counsel have discussed the fact that, and  
26 defendant understands that, if defendant is not a United States  
27 citizen, the convictions in this case makes it practically inevitable  
28 and a virtual certainty that defendant will be removed or deported

1 from the United States. Defendant may also be denied United States  
2 citizenship and admission to the United States in the future.  
3 Defendant understands that while there may be arguments that  
4 defendant can raise in immigration proceedings to avoid or delay  
5 removal, removal is presumptively mandatory and a virtual certainty  
6 in this case. Defendant further understands that removal and  
7 immigration consequences are the subject of a separate proceeding and  
8 that no one, including his attorney or the Court, can predict to an  
9 absolute certainty the effect of his convictions on his immigration  
10 status. Defendant nevertheless affirms that he wants to plead guilty  
11 regardless of any immigration consequences that his pleas may entail,  
12 even if the consequence is automatic removal from the United States.

13 FACTUAL BASIS

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

23 Beginning sometime after June 23, 2017, and continuing through  
24 the date of indictment, defendant Anthony David Flores, also known as  
25 "Anton David" ("defendant Flores"), knowingly and with intent to  
26 defraud, devised, participated in, and executed a scheme to defraud  
27 the victim as to material matters, and to obtain money and property  
28

1 by means of material false and fraudulent pretenses, representations,  
2 and promises, and the concealment of material facts.

3 Defendants Meet the Victim

4 Before meeting the victim on June 23, 2017, defendant Flores and  
5 his codefendant and then-romantic partner Anna Rene Moore ("defendant  
6 Moore") lived in Fresno, California, where they operated a window  
7 cleaning business and yoga studio. The victim, on the other hand,  
8 was a wealthy ophthalmologist and investor, with a history of mental  
9 illness and was diagnosed with bipolar disorder. The victim had  
10 recently been released from the hospital after several involuntary  
11 psychiatric hospitalizations.

12 Defendants first met the victim by chance, at a Los Angeles-area  
13 ice cream shop on June 23, 2017. Defendants were visiting Los  
14 Angeles from Fresno at the time. After their initial encounter,  
15 defendants began staying with the victim at the victim's beachfront  
16 home in Malibu, California (the "Beach House").

17 Within weeks of defendants first meeting him, the victim was  
18 arrested and hospitalized after he engaged in erratic and manic  
19 behavior in early July 2017. Defendants visited the victim in the  
20 hospital and assisted with his discharge from the hospital in July  
21 2017. Defendants continued to live with the victim until around July  
22 20, 2017, when the victim evicted defendants from the Beach House  
23 during a manic episode. Afterward, defendants returned to Fresno.  
24 Defendant Flores later sent a letter to the victim's elderly mother  
25 in Florida requesting payment for his services in providing care to  
26 the victim.

27 During the next ten days between July 20 and July 30, 2017, the  
28 victim was alone and was arrested on three separate occasions for

1 bizarre behavior. As a result of his diminished mental state and  
2 arrests, the victim was detained at the Twin Towers Correctional  
3 Facility from approximately July 30, 2017 to September 17, 2017,  
4 where he spent most of his time in the forensic in-patient program.  
5 During his time in custody, the victim was declared incompetent to  
6 stand trial on his pending criminal charges.

7 The victim's elderly mother in Florida was initially unable to  
8 locate the victim while he was in custody. She contacted defendant  
9 Flores, whom she learned was a new friend and caregiver of the  
10 victim, and she requested that defendant Flores help locate her son.  
11 Defendants then traveled from Fresno to Los Angeles to help locate  
12 the victim. By mid-August 2017, the victim's mother and defendant  
13 Flores learned that the victim was in custody. Between mid-August  
14 2017 and September 1, 2017, the victim's mother had several  
15 discussions with others, including defendant Flores, about placing  
16 her son in a conservatorship.

17 The Power of Attorneys

18 In early September 2017, the victim -- who was still in custody  
19 -- called defendant Flores and requested that defendant Flores bail  
20 the victim out of jail. During recorded jail calls, defendant Flores  
21 told the victim that the victim's mother was attempting to get a  
22 power of attorney or conservatorship over the victim, and that  
23 defendant Flores was fighting to stop her. In later calls, defendant  
24 Flores told the victim that his mother had hired a conservatorship  
25 attorney and wanted to take control of the Beach House to rent it out  
26 and use the funds for the victim's care. Defendant Flores told the  
27 victim that he knew that was not what the victim wanted, because, as  
28 defendant Flores stated in the recorded call jails, the victim had

1 previously "made that very clear to me [defendant Flores] that nobody  
2 is to have the beach house except the Johns Hopkins Institute."

3 While in custody, the victim signed two powers of attorney  
4 granting defendant Flores power over the victim's finances.  
5 Defendant Flores told the victim on the recorded jail calls that it  
6 would be a "very limited" power of attorney and only used to manage  
7 the victim's affairs while he was in custody and then post bail.  
8 Defendant Flores told the victim that he was "welcome" to "get rid"  
9 of it as soon as the victim was released from custody. Defendant  
10 Flores stated that he loved the victim and wanted him to be happy and  
11 healthy, adding that he had no interest in the victim's money.

12 The victim executed two powers of attorneys granting defendant  
13 Flores access to the victim's finances, on September 9 and 12, 2017.  
14 The day after the first power of attorney was signed, defendant  
15 Flores texted a friend the following, "PS . . . I got Power of  
16 attorney for the beach house." His friend responded: "Boom."  
17 Defendant Flores then used these powers of attorney to bail the  
18 victim out of jail. The victim was released from custody on  
19 September 17, 2017.

#### 20 Defendant Flores Accesses the Victim's Wealth with the PoAs

21 After the victim's release from custody, defendant Flores  
22 exercised significant control over the victim's life. Defendant  
23 Flores used the powers of attorneys to access the victim's financial  
24 accounts. Between September 27, 2017 and November 9, 2017, defendant  
25 Flores opened three different power-of-attorney bank accounts in the  
26 victim's name with defendant Flores listed as an authorized user and  
27 power of attorney on each account (the "PoA Accounts"). One of the  
28 PoA Accounts, the Chase account ending in 4782 (the "PoA Account"),

1 served as the defendants' and victim's primary "joint" bank account  
2 during defendants' time with the victim.

3 While defendant Flores was opening these PoA Accounts, the  
4 victim began a series of extensive ketamine infusion treatments for  
5 treatment of his depression. The ketamine treatments were prescribed  
6 by a licensed physician at a local ketamine clinic. Defendant Flores  
7 facilitated these treatments and took the victim to and from the  
8 clinic for the victim's infusions. The victim received his first  
9 series of ketamine infusions on October 4, 6, 10, 11, and 13, 2017.

10 In mid-October 2017, defendant Flores also assisted the victim  
11 with multiple financial transactions. For example, on October 13,  
12 2017, defendant Flores assisted the victim in cashing out the  
13 victim's long-held permanent life insurance policy for the cash  
14 surrender value of \$446,872.23. Defendant Flores helped fill out the  
15 forms and signed the form as a witness to the victim's signature.  
16 That money was later deposited into the PoA Account, where it was  
17 spent in a matter of months. That same day, October 13, 2017,  
18 defendant Flores called Interactive Brokers and attempted to withdraw  
19 \$1 million from the victim's \$60-million stock portfolio account.  
20 During the recorded call, defendant Flores identified himself as the  
21 victim's "personal assistant" and "power of attorney," and he then  
22 briefly placed the victim on the call, who confirmed he needed  
23 "spending money." This transfer, however, did not go through, and a  
24 smaller \$50,000 transfer was later made from the Interactive Brokers  
25 account to the PoA Account.

26 Defendant Flores had access to all the funds in the PoA  
27 Accounts, including through a debit card connected to the main PoA  
28 Account. Defendant Flores would use the main PoA Account to pay for

1 all the victim's expenses, including food, medical care, and taxes,  
2 in addition to paying for both his and defendant Moore's own personal  
3 expenses. Defendants Flores and Moore also used funds from the PoA  
4 account to hire over a dozen assistants and other staff, whom  
5 defendants Flores and Moore would have work on various projects for  
6 both the victim and themselves, including defendant Flores's nascent  
7 public relations company called 3rd Star Creative, and defendants'  
8 window cleaning business and yoga studio. Defendants hired many of  
9 these assistants to purportedly work for 3rd Star Creative, which  
10 defendant Flores was trying to develop into a brand during his time  
11 with the victim. All these assistants, however, were paid for with  
12 the victim's funds. Defendant Flores would represent to others,  
13 including the assistants and defendant Moore, that the victim  
14 approved of his use of the victim's funds for things such as this,  
15 because the victim had purportedly become an "investor" in all of  
16 defendant Flores's ventures.

17 Defendants' Time with the Victim

18 Defendants lived fulltime with the victim at the Beach House  
19 following the victim's release from custody on September 17, 2017,  
20 until days before the victim's death on May 27, 2018. During his  
21 time at the Beach House, defendant Flores continued to hold himself  
22 out as the victim's power of attorney, guardian, caretaker, friend,  
23 and a confidante. In this role, defendant Flores exercised great  
24 control over the victim's life, including managing his financial  
25 affairs, managing the Beach House, managing the dozen or so staff and  
26 assistants that worked for defendants and the victim, arranging the  
27 victim's medical appointments, managing his medications, and hiring  
28 various attorneys for the victim's ongoing criminal cases and a

1 separate medical board investigation, among other tasks. Defendant  
2 Flores also interacted with victim's only family members, including  
3 the victim's elderly mother and the victim's few long-time friends  
4 and neighbors.

5 As part of his control over the victim, defendant Flores would  
6 control what information was relayed to the victim and who could  
7 communicate with the victim. Defendant Flores also withheld  
8 information from the victim. Defendant Flores, for example,  
9 instructed assistants and the victim's treating physicians to not  
10 discuss or raise financial issues with the victim. Defendant Flores  
11 also directed the household assistants to frequently check the  
12 victim's mail and remove all legal and financial documents from the  
13 victim's incoming mail.

14 For the bulk of the time that defendants lived with the victim,  
15 between October 2017 and early May 2018, the victim was predominantly  
16 in a depressed state. He spent most of his time at the Beach House,  
17 getting hours of massages, which defendants arranged for him each and  
18 every day. The victim also consumed both prescribed and unprescribed  
19 drugs, which defendants -- primarily defendant Flores -- either  
20 facilitated the victim in receiving or directly provided. The  
21 victim, for example, received approximately 43 prescribed ketamine  
22 infusions between October 2017 and his death in May 2018. The  
23 ketamine infusions were provided by a licensed physician for  
24 treatment of the victim's depression. When the treating ketamine  
25 physician expressed alarm at the frequency of the victim's infusions,  
26 defendant Flores specifically requested that they continue and told  
27 the physician that the victim wanted to maintain the frequency, as it  
28 was the only thing that brought him joy. The treating ketamine



1 physician separately spoke with the victim, who confirmed he wanted  
2 to continue with the treatments. Defendant Flores also provided the  
3 victim with other drugs, including marijuana and psilocybin  
4 mushrooms, which were consumed between and in conjunction with the  
5 victim's prescribed ketamine treatments, and which were unbeknown to  
6 the victim's treating physicians.

7       Within approximately six months of living together, by late  
8 March 2018, defendants had spent approximately \$600,000 of the  
9 victim's funds, depleting the cash balance in the PoA Account.<sup>1</sup> In  
10 response, defendant Flores prepared a two-page written request for an  
11 additional \$1 million from the victim. The victim agreed to this  
12 request and helped initiate a transfer of \$1 million from his  
13 Interactive Brokers account to the PoA Account. The transfer was  
14 problematic and took multiple attempts and several days to clear.  
15 The transfer finally went through and was deposited into the PoA  
16 Account on April 5, 2018. Through this process, defendant Flores  
17 learned how to successfully conduct a wire transfer from the victim's  
18 Interactive Brokers account.

#### 19 Financial Transfers Before the Victim's Death

20       Approximately two weeks before the victim's death, on May 13,  
21 2018, defendants Flores and Moore took lysergic acid diethylamide  
22 ("LSD") with the victim at the victim's request. The victim believed  
23 that it would help his depression. After the initial LSD experience,  
24 defendant Flores continued to administer LSD to the victim, giving  
25  
26

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27       <sup>1</sup> The initial amount in the PoA Account was funded from the  
28 surrender of the victim's life insurance policy, a \$100,000 transfer  
from victim's Fidelity account, and a \$50,000 transfer from victim's  
Interactive Brokers account.

1 the victim LSD on multiple occasions within the final two weeks of  
2 the victim's life.

3 The victim entered a manic stage following the ingestion of LSD.  
4 Massage therapists and assistants in the Beach House observed the  
5 victim act markedly different during this time. The victim became  
6 increasingly erratic and difficult to be around. Defendant Flores  
7 also reported to the victim's physician that he was worried that the  
8 victim's mania might be returning.

9 Given the victim's severe mood swings and instability, defendant  
10 Flores became fearful that the victim would evict him and defendant  
11 Moore from the Beach House, as the victim had done the previous  
12 summer, and cut off defendant Flores's access to the PoA Account and  
13 the victim's money. This would have severely impacted defendants'  
14 lifestyle as well as their business and other ventures, which were  
15 all now heavily reliant upon the victim's wealth to operate.

16 Accordingly, on or around May 23, 2018, hours after the victim  
17 took LSD on another occasion, defendant Flores initiated two  
18 \$1 million transfers from the victim's Interactive Brokers account to  
19 the PoA Account on the evening of May 23, 2018. These transfers were  
20 made without the victim's knowledge, consent, or approval; and unlike  
21 the prior transfer in April, there was no genuine reason for the  
22 transfer when the PoA Accounts still had an available balance of  
23 approximately \$700,000 given the recent cash infusion.

24 Within minutes of the transfers, defendant Flores directed a  
25 male assistant to call Interactive Brokers and impersonate the victim  
26 to check on the status of the wire transfers. Defendant Flores  
27 directed the male assistant to ensure that defendant Flores's cell  
28 phone number and an email address that defendant Flores controlled

1 were listed on the account, so that the victim would not receive  
2 notifications of the pending wire transfers.

3 By causing the initiation of the wire transfers on May 23, 2018,  
4 while logged into the victim's Interactive Brokers account, defendant  
5 Flores caused a false representation to be transmitted by interstate  
6 wire communication with the intent to defraud, namely, defendant  
7 Flores deceived Interactive Brokers into believing that the victim  
8 had personally approved and consented to the wire transfers, which  
9 caused Interactive Brokers to later release these funds from the  
10 victim's funds to the PoA Account, where defendant Flores could and  
11 did access them.

12 The following day, on May 24, 2018, the first \$1 million wire  
13 transfer initiated the day before was deposited into the PoA Account.  
14 Within minutes of the \$1 million deposit, defendant Flores caused the  
15 money to be transferred to his personal bank account.

16 That same day, the victim received his final ketamine infusion.  
17 According to medical reports, the victim appeared to be manic and  
18 "behaved very oddly compared to how he normally is," and the ketamine  
19 infusion was terminated early.

20 In sum, between May 23, 2018 and continuing through May 24,  
21 2018, defendant Flores caused three transfers, totaling  
22 \$1,676,179.32, from the PoA Accounts in the victim's name to bank  
23 accounts in defendant Flores's name only.

24 Defendants' Departure from the Beach House and Victim's Death

25 On May 25, 2018, defendants Flores and Moore departed the Beach  
26 House. The victim was in a manic state at the time they departed.  
27 The victim was pacing around the Beach House, refusing to make eye  
28

1 contact with others, twitching his head, and occasionally talking to  
2 himself or laughing randomly, all consistent with a manic episode.

3 Defendants relocated to a hotel in Santa Monica, California,  
4 where they rented a room using the victim's funds. The victim  
5 remained at the Beach House under the supervision of assistants and  
6 massage therapists. Defendant Flores had access to video cameras in  
7 the Beach House and monitored the victim's worsening condition over  
8 the next two days. He routinely provided instructions to those at  
9 the Beach House on what to do and how to respond to the victim's  
10 manic episode.

11 The victim died at the Beach House on May 27, 2018, at the age  
12 of 57 years old. The coroner determined the victim's death was an  
13 accident and caused by the combination of ketamine and ethanol  
14 intoxication. A second, privately performed autopsy determined the  
15 cause of death to be the result of a dilated cardiomyopathy and a  
16 congenitally narrow right coronary artery. Blood toxicology reports  
17 from the second autopsy revealed "therapeutic levels of ketamine and  
18 a small amount of ethanol," which it determined "did not  
19 significantly contribute to the immediate cause of death."

20 The Conspiracy to Defraud the Victim's Estate

21 Beginning sometime after the victim's death on May 27, 2018, and  
22 continuing through at least October 19, 2019, in Los Angeles County,  
23 within the Central District of California, defendant Flores and  
24 defendant Moore knowingly conspired with each other to defraud the  
25 victim's estate after the victim's death, through resisting efforts  
26 from the victim's estate to recover funds misappropriated from the  
27 victim, and later through the filing of false creditor's claims  
28 against the victim's estate. During the same time, defendants Flores

1 and Moore also conspired with each other to commit money laundering,  
2 that is, (a) to conduct financial transactions involving property  
3 that represented the proceeds of wire fraud from the victim's estate,  
4 where defendants knew that the property represented the proceeds of  
5 some form of unlawful activity, and defendants knew that the  
6 transactions were designed in whole or in part to conceal or disguise  
7 the nature, location, source, ownership, or control of the proceeds;  
8 and (b) to engage in monetary transactions in criminally derived  
9 property that had a value greater than \$10,000 and that was, in fact,  
10 derived from wire fraud from the victim's estate.

11 Defendants' Actions after Victim's Death

12 The day after the victim's death, defendant Flores had a private  
13 phone call with his mother, during which they discussed what should  
14 be said about the victim's death and how to leverage the situation.  
15 Defendant Flores took notes during this call, and he texted defendant  
16 Moore the following notes from the call, "Good friend under difficult  
17 circumstances . . . We bonded and he trusted me . . . With a  
18 promise that I be promised a monetary amount he said take care of the  
19 [h]ouse and I want to you 20million." Defendant Flores then  
20 conferenced defendant Moore into the call with defendant Flores and  
21 his mother. Defendant Flores's mother expressed concern that  
22 defendant Flores would be held criminally responsible for the  
23 victim's death, and she told defendant Moore that they were counting  
24 on her to ensure that defendant Flores was not held responsible for  
25 the victim's death.

26 That same day, May 28, 2018, defendant Flores immediately hired  
27 an attorney, paying with the victim's funds. Defendant Flores used  
28 this attorney, and later attorneys, to help him devise ways to keep

1 the fraudulently obtained funds that he caused to be deposited into  
2 his account. Defendant Flores, however, failed to provide this  
3 attorney with the full and complete facts of his relationship with  
4 the victim, the source of the funds, or the circumstances of the  
5 transfers that made their way into defendant Flores's personal  
6 accounts, including the victim's LSD use at the time of the  
7 transfers, among others.

8 Defendants returned to live at the Beach House after the  
9 victim's death. On or about the evening of May 28, 2018, defendant  
10 Flores, defendant Moore, and an assistant were reviewing the victim's  
11 financial accounts at the request of defendants' recently hired  
12 attorney. At a certain point, the assistant informed defendant  
13 Flores that the assistant had logged into the victim's Interactive  
14 Brokers account and saw that one of two \$1-million transfers  
15 initiated from the victim's Interactive Brokers account to the PoA  
16 Account on May 23, 2018, was still pending and required further  
17 approval. Defendant Flores instructed the assistant to approve the  
18 pending \$1-million wire transfer, which the assistant did at  
19 defendant Flores's direction. By causing the approval of the  
20 transfer that day, while logged into the deceased victim's  
21 Interactive Brokers account, defendant Flores caused a false  
22 representation to be transmitted by interstate wire communication  
23 with the intent to defraud, namely, defendant Flores deceived  
24 Interactive Brokers into believing that the victim had personally  
25 approved and released the pending wire transfer (despite the victim's  
26 death a day earlier), which caused Interactive Brokers to release  
27 \$1 million from the victim's funds to the PoA Account, where  
28 defendant Flores could and did access them.

1 After instructing the assistant to approve the transfer,  
2 defendant Flores looked at both the assistant and defendant Moore and  
3 told them words to the effect of that they "weren't here" and that  
4 they did not witness this transaction. Defendant Flores later told  
5 defendant Moore that no one would question the second transfer that  
6 he caused, because it would appear as if this transfer was initiated  
7 by the victim on May 23, 2018, and that it just took a few days to  
8 process. Defendant Flores later caused the transfer of this  
9 \$1 million into his personal accounts.

10 The Litigation over the Victim's Estate

11 Defendants continued to live at the Beach House for several  
12 weeks following the victim's death until the victim's family  
13 threatened legal action if defendants refused to leave.

14 Around late June and July 2018, the victim's family learned of  
15 the transfers made to defendant Flores's accounts immediately before  
16 and after the victim's death. Before that time, the victim's family  
17 had no knowledge of the victim's true wealth. Defendant Flores was  
18 aware of this fact, and he had previously made statements to the  
19 victim's mother suggesting that the victim was destitute. After  
20 learning of the transfers, the victim's family filed a probate  
21 petition against defendants, alleging claims of fraud, elder abuse,  
22 and conversion, to invalidate the transfers.

23 Later, on October 30, 2018, the victim's family filed a separate  
24 civil lawsuit in the Los Angeles Superior Court against defendants  
25 for the same relief. Neither defendant Flores nor defendant Moore  
26 disclosed the full circumstances of two \$1-million transfers during  
27 the subsequent civil litigation over the victim's estate. Rather,  
28 both defendants Flores and Moore provided false and misleading

1 information about transfers. For example, the complaint filed in the  
2 civil litigation on October 30, 2018, alleged that, "On May 29, 2018  
3 (two days after [the victim's] death), [defendant Flores] made a  
4 \$1 million disbursement from [the victim's] investment account to a  
5 bank account held in [the victim's] and [defendant Flores's] name."  
6 On April 4, 2019, defendant Flores signed a verified answer under the  
7 penalty of perjury which denied that allegation and stated, "The  
8 \$1,000,000 transfer was initiated by [the victim] before his passing  
9 and took several days to clear." Defendant Flores made similar  
10 statements in sworn written discovery responses. Defendant Flores  
11 knew these statements were false and misleading when he made them, as  
12 he had initiated the transfers before the victim's death without the  
13 victim's knowledge, and he released the pending transfer on the  
14 evening of May 28, 2018, after the victim's death.

15 Defendants transferred funds originating from the victim's  
16 Interactive Brokerage account, including the two \$1-million transfers  
17 that defendant Flores caused to be transferred, to multiple accounts  
18 in their separate and joint names. Defendants Flores and Moore  
19 opened a joint Chase account ending in 1620 on June 29, 2018. The  
20 following day, June 30, 2018, defendants caused the transfer of  
21 approximately \$2 million of the victim's funds from defendant  
22 Flores's personal Chase account ending in 2035 to defendants' joint  
23 Chase account ending in 1620. On July 18, 2018, defendants caused a  
24 transfer of \$499,697.86 from defendant Flores's personal Chase  
25 account ending in 2035 to a new joint bank account in defendant's  
26 names, the Chase account ending in 6109. On September 4, 2018,  
27 defendant Moore opened a joint account in both defendants' names at  
28



1 Vanguard Group. Defendants transferred \$2.3 million from their joint  
2 Chase account ending in 1620 to the newly created Vanguard account.

3 All these transactions involved funds that originated from the  
4 victim's accounts. Defendant Flores participated in these transfers  
5 knowing that the money transferred was the proceeds of some form of  
6 unlawful activity, namely, defendant Flores's unauthorized transfer  
7 of two \$1-million wires from the victim's Interactive Brokers  
8 account, and knowing that these transactions were designed, in whole  
9 or in part, to conceal or disguise the nature, location, source,  
10 ownership, control, or proceeds of the funds in these accounts.

11 Defendants' Violation of Court Orders

12 In the summer and fall of 2018, the victim's estate attempted to  
13 recover the funds taken from victim's accounts immediately before and  
14 after the victim's death. In the civil lawsuit against defendants,  
15 the victim's estate sought judicial orders to compel defendants to  
16 return the victim's funds. But this lawsuit did not stop the  
17 defendants, and they violated court orders in the civil action  
18 ordering them to return the victim's funds to the victim's estate.

19 On November 9, 2018, the court in the civil action appointed a  
20 receiver and issued a temporary restraining order ("TRO") enjoining  
21 defendants from transferring, concealing, retaining, or dissipating  
22 any funds from the victim's accounts, and it further ordered  
23 defendants to return all funds from the victim's accounts to the  
24 receiver immediately. Defendants Flores and Moore were served with  
25 these orders on November 13, 2018 and November 17, 2018. Defendants  
26 were fully aware of the TRO no later than November 15, 2018, after a  
27 Vanguard account representative told them that their account had been  
28 frozen due to a legal hold during a recorded phone call.

1           Despite the TRO, defendants did not surrender the funds to the  
2 receiver as required. Rather, defendants attempted to wire funds to  
3 new accounts and make multiple cash withdrawals. Just hours after  
4 Vanguard informed defendants that their account was frozen, and  
5 notwithstanding the TRO, defendants Flores and Moore visited multiple  
6 bank branches and attempted to withdraw money from their accounts  
7 during the afternoon of November 15, 2018. Defendants ultimately  
8 made two \$10,000-withdrawals from their Citibank accounts on November  
9 15, 2018. The same day, on November 15, 2018, defendants later made  
10 a wire payment of \$100,000 in funds originating from the victim's  
11 accounts to attorneys they retained to represent them in civil  
12 litigation, all in violation of the TRO.

13           In a further attempt to obstruct the TRO, defendants Flores and  
14 Moore traveled to South Dakota on January 10, 2019, to new open new  
15 bank accounts at First Premier Bank under a new corporate entity.  
16 Defendants opened these bank accounts to cash \$30,000 in checks from  
17 funds originating from the victim's accounts, which they were  
18 previously ordered to return to the receiver, as required by the TRO.  
19 Defendant Flores participated in the above-mentioned transactions,  
20 along with defendant Moore, knowing that the money was the proceeds  
21 of some form of unlawful activity, namely, defendant Flores's two  
22 \$1-million unauthorized transfers on May 23, 2018, from the victim's  
23 Interactive Brokers account, and knowing that these transactions were  
24 designed, in whole or in part, to conceal or disguise the nature,  
25 location, source, ownership, control, or proceeds of the funds in  
26 these accounts, namely, these transactions were intended to prevent  
27 the victim's estate from recovering the victim's funds, in violation  
28 of the TRO ordering defendants to return all funds to the receiver.

1 The Creditor's Claims filed Against the Victim's Estate

2           In late 2018 and early 2019, as the receiver recovered the  
3 victim's funds on behalf of the estate, defendant Flores devised a  
4 scheme, which defendant Moore knowingly participated in, to obtain  
5 money from the victim's estate by means of false and fraudulent  
6 pretenses, representations, and promises. Defendant Flores devised  
7 this scheme with the intent to defraud the victim's estate.  
8 Specifically, the scheme attempted to (1) justify defendants'  
9 retention of the approximate \$2.7 million that defendant Flores had  
10 transferred from the victim's accounts immediately before and after  
11 the victim's death; and (2) attempt to defraud the victim's estate of  
12 even more money. Over the course of months, defendant Flores devised  
13 this scheme as he continually altered defendants' explanations for  
14 why defendants were purportedly entitled to retain the money  
15 transferred to them before and after the victim's death, and why  
16 defendants should receive more money from the victim's estate. The  
17 explanations for why defendants were purportedly entitled to money  
18 from the victim's estate evolved over the course of many months, and  
19 they discussed filing various claims against the victim's estate,  
20 including wage and hour claims, sexual harassment, and other claims.  
21 Defendant Flores also coached defendant Moore as to what they should  
22 say in the civil litigation. Defendant Flores's claims to funds from  
23 the estate were premised on an ever-changing series of  
24 justifications, including: (1) claims based on the effect of the  
25 power of attorney; (2) various fabricated pending business deals  
26 between defendants Flores and Moore and victim; and (3) claims that  
27 the victim "promised" defendants Flores and Moore an inheritance of  
28

1 one-third of the victim's estate and the Beach House and was on the  
2 verge of changing his will before he died.

3 In furtherance of defendants' scheme to defraud the victim's  
4 estate through these false and misleading representations, defendants  
5 Flores and Moore caused the mailing of four false creditor's claims,  
6 two by each of them, against the victim's estate on January 16, 2019,  
7 claiming that the victim had jointly promised them an inheritance of  
8 one-third of the victim's \$60-million estate and the Beach House.  
9 Defendants Moore and Flores listed the facts supporting their  
10 purported claims of an inheritance on each creditor's claim and  
11 signed the creditor's claims under the penalty of perjury affirming  
12 that the statements therein were "true and correct." Both defendants  
13 were involved in the drafting of the creditor's claims, however,  
14 defendant Flores took primary responsibility for devising the dates  
15 of such purported promises and instructed defendant Moore what to  
16 write. Defendant Flores told defendant Moore that such statements  
17 must be included to make their claims viable, even though he knew  
18 them not to be true.

19 Below are some examples of the representations in the creditor's  
20 claims, which defendant Flores represented under the penalty of  
21 perjury were "true and correct," and which defendant Flores knew were  
22 false and misleading. Defendant Flores knew these statements were  
23 false and misleading, but made them nonetheless as part of  
24 defendants' scheme, which he knew was to defraud the victim's estate  
25 by demanding money that defendants were not lawfully entitled.

26 //

27 //

28 //

1 Example #1

2 The creditor's claims stated that on October 28, 2017, the  
3 victim purportedly "told Flores and Moore that [the victim] intended  
4 to leave Flores and Moore an inheritance and his Beach House."

5 Defendant Flores knew this statement was false or misleading, as  
6 victim never made such statement about an inheritance to defendant  
7 Flores on that date.

8 Example #2:

9 The creditor's claims stated that on Thanksgiving Day (November  
10 23, 2017), the victim "specifically stated to Flores that he wanted  
11 Flores to have 1/3 of [the victim's] Estate. . . . After dinner,  
12 [the victim] verbally promised that Flores and Moore would inherit  
13 one-third (1/3) of his Estate, and that they should donate the rest  
14 of his Estate to the Johns Hopkins University and the Wilmer Eye  
15 institute."

16 Defendant Flores knew this statement was false or misleading,  
17 because while the victim mentioned, in passing, that he had so much  
18 money that defendants could split it between themselves and the Johns  
19 Hopkins and Wilmer Eye Institute if he passed, defendant Flores knew  
20 that the victim never made any such promise of an inheritance to them  
21 on that date, nor did he promise any specific amount to them on that  
22 date.

23 Example #3

24 The creditor's claims stated that on Christmas Day (December 25,  
25 2017), while defendants Flores and Moore, and the victim were

26 [E]njoy[ing] Christmas morning together at [the victim's] Beach  
27 House with some friends. . . . [The victim] asked Flores and  
28 Moore what they wanted for Christmas. Flores responded, 'For  
Christmas, I want for all beings to be happy and well.' Moore  
responded, 'For Christmas, I want prosperity and abundance for

1 all beings." [The Victim] replied, 'Ha, I think you can find  
2 that with 1/3 of my Estate and your Beach House.'

3 Defendant knew this statement was false or misleading, because  
4 the victim never told him on Christmas Day -- or any other day for  
5 that matter -- that they would receive one-third of his estate or his  
6 Beach House as an inheritance.

7 After extensive litigation with the victim's estate, defendants  
8 Flores and Moore entered into a settlement agreement with the estate.  
9 As part of the settlement agreement, defendants agreed to a non-  
10 dischargeable, joint and severally liable judgment of \$1,000,000  
11 against them in favor of the victim's estate. Defendants Flores and  
12 Moore also agreed to withdraw their creditor's claims against the  
13 estate, which they did on July 17, 2019 -- approximately six months  
14 after defendants filed the creditor's claims.

15 SENTENCING FACTORS

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

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

3 Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

4 Specific Offense Characteristics:

- 5 - Loss amount more than +18 U.S.S.G. § 2B1.1(b)(1)(J)  
6 \$3,500,000
- 7 - Violation of court order +2 U.S.S.G. § 2B1.1(b)(9)(C)
- 8 - § 1956 Conviction +2 U.S.S.G. § 2S1.1(b)(2)(B),  
9 Id., App. Note 6, U.S.S.G.  
§ 3D1.2(c)

10 Adjustments:

- 11 - Vulnerable Victim Enhancement +2 U.S.S.G. § 3A1.1(b)

12 Defendant and the USAO reserve the right to argue that additional  
13 specific offense characteristics (including loss amount),  
14 adjustments, and departures under the Sentencing Guidelines are  
15 appropriate; however, the defendant and USAO agree that the above  
16 calculations are consistent with the facts of this case.

17 24. Defendant understands that there is no agreement as to  
18 defendant's criminal history or criminal history category.

19 25. Defendant and the USAO reserve the right to argue for a  
20 sentence outside the sentencing range established by the Sentencing  
21 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
22 (a)(2), (a)(3), (a)(6), and (a)(7).

23 WAIVER OF CONSTITUTIONAL RIGHTS

24 26. Defendant understands that by pleading guilty, defendant  
25 gives up the following rights:

- 26 a. The right to persist in a plea of not guilty.
- 27 b. The right to a speedy and public trial by jury.

1           c. The right to be represented by counsel -- and if  
2 necessary have the Court appoint counsel -- at trial. Defendant  
3 understands, however, that, defendant retains the right to be  
4 represented by counsel -- and if necessary have the Court appoint  
5 counsel -- at every other stage of the proceeding.

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

9           e. The right to confront and cross-examine witnesses  
10 against defendant.

11           f. The right to testify and to present evidence in  
12 opposition to the charges, including the right to compel the  
13 attendance of witnesses to testify.

14           g. The right not to be compelled to testify, and, if  
15 defendant chose not to testify or present evidence, to have that  
16 choice not be used against defendant.

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

20           WAIVER OF APPEAL OF CONVICTION, SENTENCE, AND COLLATERAL ATTACK

21           27. Defendant understands that, with the exception of an appeal  
22 based on a claim that defendant's guilty pleas were involuntary, by  
23 pleading guilty defendant is waiving and giving up any right to  
24 appeal defendant's convictions on the offenses to which defendant is  
25 pleading guilty. Defendant understands that this waiver includes,  
26 but is not limited to, arguments that the statutes to which defendant  
27 is pleading guilty are unconstitutional, and any and all claims that  
28



1 the statement of facts provided herein is insufficient to support  
2 defendant's pleas of guilty.

3 28. Defendant gives up the right to appeal all of the  
4 following: (a) the procedures and calculations used to determine and  
5 impose any portion of the sentence; (b) the term of imprisonment  
6 imposed by the Court, including, to the extent permitted by law, the  
7 constitutionality or legality of defendant's sentence, provided it is  
8 within the statutory maximum; (c) the fine imposed by the Court,  
9 provided it is within the statutory maximum; (d) the amount and terms  
10 of any restitution order, provided it requires payment of no more  
11 \$1,000,000 to be jointly and severally liable with defendant Anna  
12 Rene Moore, and provided it includes offset for any payments made on  
13 the \$1,000,000 stipulated judgment entered against defendants Anthony  
14 David Flores and Anna Rene Moore on October 1, 2020, in Carole  
15 Sawusch, et al. v. Anthony David Flores and Anna Rene Moore, et al.,  
16 Los Angeles Superior Court Case 18SMCV00134; (e) the term of  
17 probation or supervised release imposed by the Court, provided it is  
18 within the statutory maximum; and (f) any of the following conditions  
19 of probation or supervised release imposed by the Court: the  
20 conditions set forth in Second Amended General Order 20-04 of this  
21 Court; the drug testing conditions mandated by 18 U.S.C.  
22 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
23 authorized by 18 U.S.C. § 3563(b)(7).

24 29. Defendant also gives up any right to bring a post-  
25 conviction collateral attack on the convictions or sentence,  
26 including any order of restitution, except a post-conviction  
27 collateral attack based on a claim of ineffective assistance of  
28 counsel, a claim of newly discovered evidence, or an explicitly

1 retroactive change in the applicable Sentencing Guidelines,  
2 sentencing statutes, or statutes of conviction. Defendant  
3 understands that this waiver includes, but is not limited to,  
4 arguments that the statutes to which defendant is pleading guilty are  
5 unconstitutional, and any and all claims that the statement of facts  
6 provided herein is insufficient to support defendant's pleas of  
7 guilty.

8 30. This agreement does not affect in any way the right of the  
9 USAO to appeal the sentence imposed by the Court.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

26 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

27 32. Defendant agrees that if any count of conviction is  
28 vacated, reversed, or set aside, the USAO may: (a) ask the Court to

1 resentence defendant on any remaining counts of conviction, with both  
2 the USAO and defendant being released from any stipulations regarding  
3 sentencing contained in this agreement, (b) ask the Court to void the  
4 entire plea agreement and vacate defendant's guilty pleas on any  
5 remaining counts of conviction, with both the USAO and defendant  
6 being released from all their obligations under this agreement, or  
7 (c) leave defendant's remaining convictions, sentence, and plea  
8 agreement intact. Defendant agrees that the choice among these three  
9 options rests in the exclusive discretion of the USAO.

10 EFFECTIVE DATE OF AGREEMENT

11 33. This agreement is effective upon signature and execution of  
12 all required certifications by defendant, defendant's counsel, and an  
13 Assistant United States Attorney.

14 BREACH OF AGREEMENT

15 34. Defendant agrees that if defendant, at any time after the  
16 signature of this agreement and execution of all required  
17 certifications by defendant, defendant's counsel, and an Assistant  
18 United States Attorney, knowingly violates or fails to perform any of  
19 defendant's obligations under this agreement ("a breach"), the USAO  
20 may declare this agreement breached. All of defendant's obligations  
21 are material, a single breach of this agreement is sufficient for the  
22 USAO to declare a breach, and defendant shall not be deemed to have  
23 cured a breach without the express agreement of the USAO in writing.  
24 If the USAO declares this agreement breached, and the Court finds  
25 such a breach to have occurred, then: (a) if defendant has previously  
26 entered guilty pleas pursuant to this agreement, defendant will not  
27 be able to withdraw the guilty pleas, and (b) the USAO will be  
28 relieved of all its obligations under this agreement.

1           35. Following the Court's finding of a knowing breach of this  
2 agreement by defendant, should the USAO choose to pursue any charge  
3 that was either dismissed or not filed as a result of this agreement,  
4 then:

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

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

13           c. Defendant agrees that: (i) any statements made by  
14 defendant, under oath, at the guilty plea hearing (if such a hearing  
15 occurred prior to the breach); (ii) the agreed to factual basis  
16 statement in this agreement; and (iii) any evidence derived from such  
17 statements, shall be admissible against defendant in any such action  
18 against defendant, and defendant waives and gives up any claim under  
19 the United States Constitution, any statute, Rule 410 of the Federal  
20 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
21 Procedure, or any other federal rule, that the statements or any  
22 evidence derived from the statements should be suppressed or are  
23 inadmissible.

24           COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25           OFFICE NOT PARTIES

26           36. 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 37. 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 calculations in paragraph 23 are  
12 consistent with the facts of this case. While this paragraph permits  
13 both the USAO and defendant to submit full and complete factual  
14 information to the United States Probation and Pretrial Services  
15 Office and the Court, even if that factual information may be viewed  
16 as inconsistent with the facts agreed to in this agreement, this  
17 paragraph does not affect defendant's and the USAO's obligations not  
18 to contest the facts agreed to in this agreement.

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

NO ADDITIONAL AGREEMENTS

39. 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

40. 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

E. MARTIN ESTRADA  
United States Attorney

ANDREW M. ROACH  
Assistant United States Attorney

October 10, 2023  
Date

ANTHONY DAVID FLORES  
Defendant


10/10/23  
Date

AMBROSIO E. RODRIGUEZ  
Attorney for Defendant  
ANTHONY DAVID FLORES

10/10/23  
Date

CERTIFICATION OF DEFENDANT

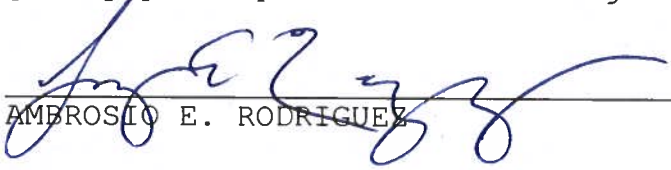
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with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

  
\_\_\_\_\_  
ANTHONY DAVID FLORES  
Defendant

10/10/23  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Anthony David Flores'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 guilty pleas pursuant to this agreement.

  
\_\_\_\_\_  
AMBROSIO E. RODRIGUEZ

10/10/23  
Date

Attorney for Defendant  
ANTHONY DAVID FLORES