

ORIGINAL

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 5
 Attorneys for Plaintiff
 6 United States of America

7 IN THE UNITED STATES DISTRICT COURT
 8 EASTERN DISTRICT OF CALIFORNIA

9 UNITED STATES OF AMERICA,
 10 Plaintiff,
 11 v.
 12 RAJU TOOR,
 13 Defendant.

CASE NO. 1:13-CR-00163-DAD-BAM
 DEFERRED PROSECUTION AGREEMENT
 BETWEEN THE UNITED STATES AND
 DEFENDANT RAJU TOOR
 Hon. Dale A. Drozd

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 15 The United States of America, by and through Benjamin B. Wagner, the United States Attorney for
 16 the Eastern District of California, and Assistant United States Attorney Grant B. Rabenn, and defendant
 17 RAJU TOOR, and his attorney, Ryan Roth, hereby enter into this Deferred Prosecution Agreement
 18 (“Agreement”):

19 1. The defendant acknowledges and understands that he has been indicted and charged with:
 20 one count of Conspiracy to Commit Mail Fraud, in violation of Title 18, United States Code, Section 1349;
 21 and one count of Mail Fraud, in violation of Title 18, United States Code, Section 1341. This document
 22 contains the complete deferred prosecution agreement (“Agreement”) between the United States Attorney’s
 23 Office for the Eastern District of California (“United States”) and defendant RAJU TOOR regarding this
 24 case. This Agreement is limited to the United States Attorney’s Office for the Eastern District of California
 25 and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

26 2. The defendant expressly agrees that (i) he will not engage in any fraudulent conduct and will
 27 not commit any state or federal crimes during the pendency of this agreement; and (ii) he will pay restitution
 28 in an amount of \$46,979.08, joint and several, with co-defendant Surjit Toor, as a lump sum payment no later

1 than before the time of the sentencing hearing of co-defendant Surjit Toor by delivering a check or money
2 order payable to the United States District Court. The defendant agrees that this plea agreement is voidable
3 if he does not make his restitution payment by the time of the sentencing hearing of co-defendant Surjit Toor.

4 3. In consideration of the defendant's willingness to cooperate with the United States for
5 purposes of ensuring his compliance with the terms of this Agreement, the United States recommends that
6 prosecution of the defendant on the indictment be deferred for a period of twelve (12) months from the date
7 of the entry of this agreement before the Court.

8 4. The defendant shall consent to a motion to be filed by the United States with the Court
9 promptly upon execution of this Agreement, pursuant to 18 U.S.C. § 3161(h)(2), in which the United States
10 will present this Agreement to the Court and move for (i) a continuance of all further criminal proceedings as
11 to defendant Raju Toor, including trial, for a period of twelve (12) months, (ii) speedy trial exclusion of all
12 time covered by such a continuance, and (iii) approval by the Court of this deferred prosecution. Defendant
13 TOOR further agrees to waive, and does hereby expressly waive, any and all rights to a speedy trial pursuant
14 to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161,
15 Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court
16 for the Eastern District of California, for the period of time that this Agreement is in effect.

17 5. With respect to any violations of Title 18, United States Code, Sections 1349 (as alleged in
18 Count One) and 1341 (as alleged in Count Two), the defendant hereby further expressly agrees that any
19 applicable statutes of limitations are tolled, and shall not run, for the time period in which this Agreement is
20 in effect. Any such violations that were not time-barred by the applicable statute of limitations as of the date
21 of this Agreement, may, in the sole discretion of the United States, be charged against the defendant upon the
22 United States' discovery of any breach of this Agreement. The defendant agrees that, if the United States
23 institutes charges following a breach of this Agreement, the time period in which this Agreement is in effect
24 shall be excluded, and shall not count for purposes of determining the running of any applicable statute of
25 limitations. The defendant also agrees that, in the event of a breach of this Agreement, the government will
26 be free to use against defendant, directly and indirectly, in any criminal or civil proceeding, any of the
27 statements, information, and/or materials provided by defendant pursuant to this Agreement.

28 6. The United States agrees that, if the defendant is in full compliance with all of his obligations

1 under this Agreement upon the expiration of the twelve (12) month period set forth in paragraph 3 above,
2 within thirty (30) days of the expiration of such time period the United States shall seek dismissal with
3 prejudice, as to the defendant, of the indictment as it pertains to the defendant.

4 7. The defendant understands that this Agreement to defer prosecution is subject to approval by
5 the Court, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court decline to approve a deferred
6 prosecution for any reason, the United States and the defendant are released from any obligation imposed
7 upon them by this Agreement.

8 8. Should the United States determine during the term of this Agreement that the defendant has
9 committed any federal crime commenced subsequent to the date of this Agreement, the defendant shall, in
10 the sole discretion of the United States, thereafter be subject to prosecution for such federal crimes, as well as
11 subject to forfeiture of assets used in and divestiture of profits derived from defendant's criminal conduct.

12 9. Except in the event of a breach of this Agreement, the United States agrees that it will not
13 bring any additional charges against the defendant arising from the conduct alleged in the indictment. The
14 defendant understands and acknowledges that this Agreement does not relate to or cover any conduct by the
15 defendant other than the conduct set forth in the indictment.

16 10. This Agreement sets forth all the terms of the Agreement between the United States and the
17 defendant. Other than this Agreement, no agreement, understanding, promise, or condition exists between
18 the United States and the defendant. Nor will any such agreement, understanding, promise, or condition
19 exist unless it is committed to writing and signed by the defendant, counsel for such defendant, and counsel
20 for the United States. This Agreement supersedes any prior promises, agreements, or conditions between the
21 United States and the defendant.

22 11. This Agreement is freely and voluntarily made and is not the result of force or threats, or of
23 any promises apart from those specifically set forth in this Agreement.

24 12. The defendant agrees that this Agreement, and an Order deferring prosecution, shall be
25 publicly filed with the United States District Court for the Eastern District of California, and shall become a
26 part of the record of the case.

27 13. The defendant acknowledges and understands that the offer for a deferred prosecution
28 agreement made to him by the government is a "package offer"; that is:

1 A. The defendant understands that the offer made to him is conditioned on co-defendant
2 Surjit Toor pleading guilty according to the terms of his respective plea offer. The defendant
3 understands that if this co-defendant declines, refuses or fails to plead guilty according to his
4 respective offer, then, at the option of the government, the defendant will not be allowed to enter into
5 a deferred prosecution agreement with the government. However, if co-defendant Surjit Toor fails or
6 refuses to enter his plea according to his respective offer and the defendant has already entered into
7 his deferred prosecution agreement, then the government, in its sole discretion, has the ability to
8 withdraw from the deferred prosecution agreement with the defendant and pursue the original
9 charges as to this defendant; and

10 B. Recognizing that this is a package offer, the defendant also confirms that he has not
11 been threatened or coerced by any other person, including the co-defendant, and enters this
12 agreement of his own volition.

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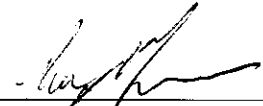
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APPROVALS AND SIGNATURES

A. RAJU TOOR: I, RAJU TOOR, hereby expressly acknowledge the following: (1) I have read this entire Agreement; (2) I have had an opportunity to discuss this Agreement fully and freely with my attorney; (3) I fully and completely understand each and every one of its terms; (4) I am fully satisfied with the advice and representation provided to me by my attorney; and (5) I have signed this agreement voluntarily.

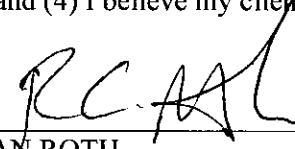
Dated: 1-6-16



RAJU TOOR
Defendant

B. Defense Counsel: The undersigned is counsel for RAJU TOOR. In connection with such representation, I acknowledge that: (1) I have discussed this Agreement with my client; (2) I have fully explained each one of the Agreement's terms to my client; (3) I have fully answered each and every question put to me by my client regarding the Agreement; and (4) I believe my client completely understands all of the Agreement's terms.

Dated: 1-6-16

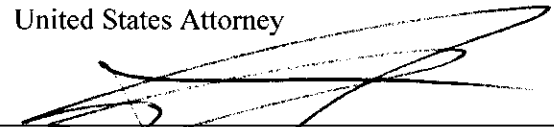


RYAN ROTH
Attorney for Defendant
RAJU TOOR

C. Attorney for United States: I accept and agree to this Agreement on behalf of the United States.

Dated: 1/12/16

BENJAMIN B. WAGNER
United States Attorney



GRANT B. RABENN
Assistant United States Attorney