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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,

No. CR 18-882-JFW

13 Plaintiff,

PLEA AGREEMENT

14 v.

15 FERNANDO BARROSO, SR.,

16 Defendant.

17
18 1. This constitutes the plea agreement between Fernando
19 Barroso, Sr. ("defendant") and the United States Attorney's Office
20 for the Central District of California (the "USAO") in the above-
21 captioned case. This agreement is limited to the USAO and cannot
22 bind any other federal, state, local, or foreign prosecuting,
23 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 and
28

1 Thirteen of the indictment in United States v. Fernando Barroso, Sr.,
2 CR 18-882-JFW, which charges defendant with conspiracy to defraud the
3 United States, submit false claims, and commit bribery, in violation
4 of 18 U.S.C. § 371 and subscription to a false federal tax return in
5 violation of 26 U.S.C. § 7206(1).

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 Pretrial Services, the
17 United States Probation Office, and the Court.

18 g. Pay the applicable special assessment at or before the
19 time of sentencing unless defendant lacks the ability to pay and
20 prior to sentencing submits a completed financial statement on a form
21 to be provided by the USAO.

22 FORFEITURE AND FINANCIAL ACCOUNTABILITY

23 3. Defendant further agrees:

24 a. Truthfully to disclose to law enforcement officials,
25 at a date and time to be set by the USAO, the location of,
26 defendant's ownership interest in, and all other information known to
27 defendant about, all monies, properties, and/or assets of any kind,
28 derived from or acquired as a result of, or used to facilitate the

1 commission of, defendant's illegal activities, and to forfeit all
2 right, title, and interest in and to such items, including real
3 property located at 1621 20th Street, Douglas, Arizona, which
4 defendant admits constitutes the proceeds of defendant's illegal
5 activity in violation of 18 U.S.C. § 201(b)(2).

6 b. To the Court's entry of an order of forfeiture at or
7 before sentencing with respect to these assets and to the forfeiture
8 of the assets.

9 c. To take whatever steps are necessary to pass to the
10 United States clear title to the assets described above, including,
11 without limitation, the execution of a consent decree of forfeiture
12 and the completing of any other legal documents required for the
13 transfer of title to the United States.

14 d. Not to contest any administrative forfeiture
15 proceedings or civil judicial proceedings commenced against these
16 properties. With respect to any criminal forfeiture ordered as a
17 result of this plea agreement, defendant waives the requirements of
18 Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice
19 of the forfeiture in the charging instrument, announcements of the
20 forfeiture sentencing, and incorporation of the forfeiture in the
21 judgment. Defendant acknowledges that forfeiture of the assets is
22 part of the sentence that may be imposed in this case and waives any
23 failure by the Court to advise defendant of this, pursuant to Federal
24 Rule of Criminal Procedure 11(b)(1)(J), at the time the Court accepts
25 defendant's guilty pleas.

26 e. Not to assist any other individual in any effort
27 falsely to contest the forfeiture of the assets described above.

1 f. Not to claim that reasonable cause to seize the assets
2 was lacking.

3 g. To prevent the transfer, sale, destruction, or loss of
4 any and all assets described above to the extent defendant has the
5 ability to do so.

6 h. 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 i. That forfeiture of assets described above shall not be
10 counted toward satisfaction of any special assessment, fine,
11 restitution, costs, or other penalty the Court may impose.

12 PAYMENT OF TAXES OWED

13 4. Defendant admits that defendant received \$95,200 of
14 unreported income for 2011. Defendant admits that defendant claimed
15 \$331,225 of illegal deductions for 2012. Defendant agrees that:

16 a. Defendant will file, prior to the time of sentencing,
17 amended returns for the years 2011 and 2012 and initial returns for
18 the years 2013 and 2014, correctly reporting unreported income and
19 correcting improper deductions; will, if requested to do so by the
20 Internal Revenue Service, provide the Internal Revenue Service with
21 information regarding the years covered by the returns; will pay at
22 or before sentencing all additional taxes and all penalties and
23 interest assessed by the Internal Revenue Service on the basis of the
24 returns; and will promptly pay all additional taxes and all penalties
25 and interest thereafter determined by the Internal Revenue Service to
26 be owing as a result of any computational error(s).

1 b. Nothing in this agreement forecloses or limits the
2 ability of the Internal Revenue Service to examine and make
3 adjustments to defendant's returns after they are filed.

4 c. Defendant will not, after filing the returns, file any
5 claim for refund of taxes, penalties, or interest for amounts
6 attributable to the returns filed in connection with this plea
7 agreement.

8 d. Defendant is liable for the fraud penalty imposed by
9 the Internal Revenue Code, 26 U.S.C. §§ 6663, 6651(a), and 6651(f),
10 on the understatements of tax liability for the 2011 and 2012 tax
11 years and his willful failure to file income tax returns for the 2013
12 and 2014 tax years.

13 e. Defendant gives up any and all objections that could
14 be asserted to the Examination Division of the Internal Revenue
15 Service receiving materials or information obtained during the
16 criminal investigation of this matter, including materials and
17 information obtained through grand jury subpoenas.

18 f. Defendant will sign closing agreements with the
19 Internal Revenue Service contemporaneously with the signing of this
20 plea agreement, permitting the Internal Revenue Service to assess and
21 collect the sums of \$15,351 and \$89,688 for the tax years 2011 and
22 2012, respectively, which comprises tax liabilities, as well as
23 assess and collect the civil fraud penalty for each year and
24 statutory interest, on the tax liabilities, as provided by law.

25 THE USAO'S OBLIGATIONS

26 5. The USAO agrees to:

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

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

c. At the time of sentencing, move to dismiss Counts Two through Twelve of the indictment. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

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

e. Recommend that defendant be sentenced to a term of imprisonment no higher than the low end of the applicable Sentencing Guidelines range.

NATURE OF THE OFFENSE

6. Defendant understands that in order for defendant to be guilty of Count One of the indictment, which charges conspiracy to defraud the United States, submit false claims, and commit bribery in violation of Title 18, United States Code, Section 371, the following must be true:

a. There was an agreement between two or more persons to defraud the United States by obstructing the lawful functions of the United States Navy by deceitful or dishonest means, or submit false claims to the United States in violation of 18 U.S.C. § 287, or commit bribery of a public official in violation of 18 U.S.C. §

1 201(b)(1);

2 b. Defendant became a member of the conspiracy knowing of
3 its object and intending to help accomplish it; and

4 c. One of the members of the conspiracy performed at
5 least one overt act for the purpose of carrying out the conspiracy.

6 7. The elements of proof for the crime of bribery of a public
7 official in violation of 18 U.S.C. § 201(b)(2) are as follows:

8 a. Defendant was a public official;

9 b. Defendant received, or agreed to receive, something of
10 value, namely money, in return for being influenced in the
11 performance of an official act.

12 c. Defendant acted corruptly, that is, with the intent to
13 be influenced in the performance of an official act.

14 8. The elements of proof for the crime of false claims against
15 the United States in violation of 18 U.S.C. § 287 are as follows:

16 a. Defendant made or presented a false, fictitious, or
17 fraudulent claim to a department of the United States;

18 b. knew such claim was false, fictitious or fraudulent;
19 and

20 c. Defendant did so with the specific intent to violate
21 the law or with a consciousness that what he was doing was wrong.

22 9. Defendant understands that for defendant to be guilty of
23 the crime charged in count thirteen, that is, subscription to a false
24 federal tax return, in violation of Title 26, United States Code,
25 Section 7206(1), the following must be true:
26
27
28

1 a. Defendant subscribed a return that was false as to a
2 material matter;

3 b. The return contained a written declaration that it was
4 made under the penalties of perjury;

5 c. Defendant knew the return contained false information;
6 and

7 d. Defendant acted willfully.

8 PENALTIES AND RESTITUTION

9 10. Defendant understands that the statutory maximum sentence
10 that the Court can impose for a violation of Title 18, United States
11 Code, Section 371, is: five-years imprisonment; a three-year period
12 of 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 11. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of Title 26, United States
17 Code, Section 7206(1), is: three-years imprisonment; a one-year
18 period of supervised release; a fine of \$250,000 or twice the gross
19 gain or gross loss resulting from the offense, whichever is greatest;
20 and a mandatory special assessment of \$100.

21 12. Defendant understands, therefore, that the total maximum
22 sentence for all offenses to which defendant is pleading guilty is:
23 eight-years imprisonment; a three-year period of supervised release;
24 a fine of \$500,000 or twice the gross gain or gross loss resulting
25 from the offenses, whichever is greatest; and a mandatory special
26 assessment of \$200.

27 13. Defendant understands that supervised release is a period
28 of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that
2 if defendant violates one or more of the conditions of any supervised
3 release imposed, defendant may be returned to prison for all or part
4 of the term of supervised release authorized by statute for the
5 offense that resulted in the term of supervised release, which could
6 result in defendant serving a total term of imprisonment greater than
7 the statutory maximum stated above.

8 14. Defendant understands and agrees that defendant will be
9 required to pay full restitution for the offenses of conviction.

10 15. The parties stipulate that, with respect to the bribery
11 offenses identified in the indictment, the appropriate amount of
12 restitution should be \$846,150, an amount equal to the confirmed
13 amount of bribes paid during the conspiracy.

14 16. The parties stipulate that, with respect to the tax
15 offenses identified in the indictment, tax losses are \$15,351 and
16 \$89,688 for the years 2011 and 2012, respectively. Defendant
17 understands and agrees that, in addition, the Court: (a) may order
18 defendant to pay restitution in the form of any additional taxes,
19 interest, and penalties that defendant owes to the United States
20 based upon the count of conviction and any relevant conduct, and (b)
21 must order defendant to pay the costs of prosecution, which may be in
22 addition to the statutory maximum fine stated above.

23 17. Defendant understands that, by pleading guilty, defendant
24 may be giving up valuable government benefits and valuable civic
25 rights, such as the right to vote, the right to possess a firearm,
26 the right to hold office, and the right to serve on a jury.
27 Defendant understands that once the court accepts defendant's guilty
28 plea, it will be a federal felony for defendant to possess a firearm

1 or ammunition. Defendant understands that the conviction in this
2 case may also subject defendant to various other collateral
3 consequences, including but not limited to revocation of probation,
4 parole, or supervised release in another case and suspension or
5 revocation of a professional license. Defendant understands that
6 unanticipated collateral consequences will not serve as grounds to
7 withdraw defendant's guilty plea.

8 18. Defendant understands that, if defendant is not a United
9 States citizen, the felony conviction in this case may subject
10 defendant to: removal, also known as deportation, which may, under
11 some circumstances, be mandatory; denial of citizenship; and denial
12 of admission to the United States in the future. The court cannot,
13 and defendant's attorney also may not be able to, advise defendant
14 fully regarding the immigration consequences of the felony conviction
15 in this case. Defendant understands that unexpected immigration
16 consequences will not serve as grounds to withdraw defendant's guilty
17 plea.

18 FACTUAL BASIS

19 19. Defendant admits that defendant is, in fact, guilty of the
20 offense to which defendant is agreeing to plead guilty. Defendant
21 and the USAO agree to the statement of facts provided below and agree
22 that this statement of facts is sufficient to support a plea of
23 guilty to the charge described in this agreement and to establish the
24 Sentencing Guidelines factors set forth in paragraph 21 below but is
25 not meant to be a complete recitation of all facts relevant to the
26 underlying criminal conduct or all facts known to either party that
27 relate to that conduct.

28 Background

1 The United States Department of the Navy ("U.S. Navy") operated
2 the Naval Facilities Engineering Command ("NAVFAC"), Public Works
3 Department ("PWD"), which was responsible for facilities maintenance
4 and management for U.S. Navy and United States Marine Corps
5 installations, including Naval Base Ventura County (the "Naval
6 Base").

7 For approximately 22 years, defendant worked as the PWD's Master
8 Scheduler at the Naval Base. As Master Scheduler, defendant was an
9 "Approving Official," responsible for approving material purchases,
10 service contracts, vendors with whom PWD contracted, and payments on
11 invoices. Defendant was the approving official for PWD purchasing
12 agents, known as "Buyers" or Government Purchase Card ("GPC")
13 holders. Buyers interacted directly with PWD vendors, placed orders
14 for supplies and services, and paid vendor invoices.

15 Theodore Bauer ("Bauer") was a Ventura County businessman who
16 operated Gold Coast Supply, Inc. (GCS"), Western Military Supply.com
17 ("WMS"), and MNC Facility Services, Inc. ("MNC"), all vendors for the
18 U.S. Navy.

19 Bribery/False Claims Conspiracy

20 In 2008, defendant and Bauer entered into an arrangement whereby
21 (1) defendant would issue and approve work orders and purchase orders
22 in favor of Bauer's companies, GCS, WMS, and MNC, (2) Bauer would
23 submit false invoices on behalf of GSC, WMS, and MNC to the U.S.
24 Navy, and (3) defendant would issue and approve the invoices, related
25 inspection/receipt documentation, and GPC payments to Bauer's
26 companies despite non-performance. In return, Bauer agreed to give
27 defendant roughly 50 percent of all proceeds generated by the scheme.

28 Prior to September 13, 2011, Bauer paid defendant these
kickbacks in cash. Defendant deposited a portion of those kickbacks,
exceeding \$375,000, into his personal bank accounts.

On September 13, 2011, defendant incorporated F. Barroso & Sons
("FB&S"), a California corporation. Beginning on September 14, 2011,
Bauer paid defendant kickbacks by issuing checks on behalf of GCS,
WMS, and MNC payable to FB&S. These checks typically referenced a
spurious invoice number in the "memo" portion of the check.

On December 1, 2013, defendant purchased 85 percent of T&A
Carpet Cleaning Technology Advance, Inc., also known as T&A Services
& Supplies, Inc. ("T&A"), a California corporation. Beginning in
December 2013, Bauer issued checks on behalf of GCS, WMS, and MNC
payable to either FB&S or T&A.

The total amount of kickbacks paid by Bauer to defendant, in the form of checks during the period September 2011 through March 2014, are summarized below:

Year	FB&S	T&A
2011	\$95,200	n/a
2012	\$380,100	n/a
2013	\$315,150	\$0
2014	\$55,700	\$10,200
Totals	\$846,150	\$10,200

Specific examples of these checks include the following:

Date	Amount	Payor	Payee
1/10/14	\$2,620	GCS	FB&S
1/16/14	\$2,400	WMS	FB&S
1/30/14	\$2,750	MNC	FB&S

Conspiracy to Impede Government Procurement Regulations

U.S. Government Regulations and PWD standard operating procedures imposed purchase thresholds, created traceability, and mandated a division of responsibilities to prevent conflicts of interest and fraud with respect to GPC use. GPC supply purchases were limited to a "micro-purchase" threshold of \$3,000. For traceability, PWD employed "Maximo," a procurement database to receive and process procurement requests. To ensure a three-way separation of function, different people were required to: (1) initiate a procurement request (accomplished through the issuance of a Material Request Form ("MRF")), (2) award a purchase order/contract to a vendor (accomplished through the creation of a Government Purchase Card Requisition ("GPCR")), and (3) receive materials/inspect services (confirmed through the signing of an inspection stamp placed on the vendor's invoice). Defendant's role in the process was to approve the various steps undertaken by Buyers and other government personnel; defendant was not tasked with engaging in such steps personally.

To accomplish the direction of funds to companies under the control of Bauer (and later defendant himself), defendant intentionally circumvented these procurement requirements. Defendant personally created GPCRs in the Maximo database under the micro-purchase threshold, using the GPC card of Buyers without their knowledge of the transaction, provided Buyers with the resulting paperwork afterwards, instructed Buyers to sign and backdate GPCRs, and told them to reconcile the purchases to the Buyers' monthly GPC statements. Defendant signed his name on MRFs, GPCRs, and receipt/inspection stamps indicating his approval of the

1 transactions. Buyers signed their name on GPCRs falsely certifying
2 compliance with the government regulations and standard operating
procedures.

3 Conflicts of Interest/Self-Dealing

4 Beginning in December 2013, defendant issued and approved GPCRs,
5 and authorized GPC payments, directly to a company newly under his
6 control, T&A. During the period December 2013 through March 2014,
7 defendant authorized \$149,188 in GPC payments to T&A, in violation of
the conflict of interest provisions of 18 U.S.C. § 208, of which he
was well aware through annual ethics training.

8 For example, on December 30, 2013, defendant authorized a GPC
9 payment to T&A in the amount of \$2,785. Defendant and one of his
Buyers intentionally violated government procurement regulations and
10 operation procedures in the process as follows:

- 11 - On December 30, 2013, defendant signed a "RECEIVED AND
12 ACCEPTED STAMP" on a T&A invoice acknowledging receipt
of the centrifugal pump;
- 13 - On January 6, 2014, defendant BARROSO signed and
14 backdated a GPCR authorizing the purchase of the
centrifugal pump;
- 15 - On January 6, 2014, a Buyer signed and backdated the
16 GPCR falsely certifying that the purchase of the
17 centrifugal pump was in compliance with GPC use
regulations.

18 False Claims

19 Some of the invoices issued to the U.S. Navy on behalf of T&A
20 were fraudulent. For example, in January 2014, a government employee
issued a work order for the repair of a leaking shower head located
21 on the Naval Base at Point Mugu Building #642 ("PM642"). Defendant
22 directed this repair work to T&A, had another vendor perform the
work, and then inflated the labor hours and material costs on T&A's
23 invoice to the Navy as follows:

- 24 - On January 22, 2014, defendant added the following
25 language onto the Work Order: "SEND TO T AND A SERVICES
1/22/14 FB."
- 26 - On January 29, 2014, Company 1 sent an invoice to T&A
27 for five hours of completed labor performed to replace a
leaking shower valve cartridge at PM642. The invoice
28 specified labor costs \$475 and material costs of \$68.38,

1 with a total invoice amount of \$543.38.

- 2 - On January 29, 2014, defendant BARROSO whited-out
3 quantities and dollar amounts on the Company 1 invoice
4 and wrote in higher amounts that falsely increased the
5 labor cost from \$475 to \$1,140 and increased the
6 material cost from \$68.38 to \$450 resulting in a total
7 invoice amount of \$1,590.
8
9 - On January 30, 2014, defendant BARROSO prepared an
10 estimate from T&A to the PWD for the replacement of a
11 shower valve cartridge at PM642 in the inflated amount
12 of \$1,590.
13
14 - On January 30, 2014, defendant BARROSO signed,
15 backdated, and authorized a GPCR for the purchase of
16 services and material from T&A in connection with the
17 repair of the shower valve cartridge at PM642 for
18 \$1,590.
19
20 - On January 30, 2014, at defendant's direction, a Buyer
21 signed and backdated a GPCR falsely certifying that the
22 purchase of services and material from T&A in connection
23 with the \$1,590 shower valve cartridge replacement at
24 PM642 was in compliance with GPC use regulations.

25 False Tax Returns

26 For the 2011 tax year, defendant filed tax returns for both
27 FB&S, an S Corporation, and himself. On May 20, 2013, defendant
28 filed a Form 1120S for FB&S. On May 28, 2013, defendant filed a Form
1040.

On the 2011 FB&S return, defendant reported only \$16,080 in
gross receipts, offset by Costs of Goods sold totaling \$12,957,
resulting in net income of \$3,123. Defendant intentionally failed to
inform his tax preparer of the nature of the \$95,200 he received from
Bauer's companies, but rather characterized a large portion of them
as loans.

On his 2011 personal return, BARROSO reported his government
salary, around \$83,000, and the small net amount that flowed from
what he reported on the corporate return. The failure to report the
Bauer checks as income on the corporate return resulted in a false
personal return as well.

For the 2012 tax year, defendant filed tax returns for both FB&S
and himself on March 4 and 5, 2014, respectively. Defendant's tax
preparer also prepared returns for Bauer. In connection with the

1 preparation of defendant's returns, the tax preparer informed
2 defendant that Bauer had indicated the checks made payable to FB&S
3 were payments for materials and services and thus constituted income
4 to FB&S.

5 Consequently, on the 2012 FB&S return, defendant reported
6 \$405,670 received by FB&S from Bauer's companies as Gross Receipts or
7 Sales. Defendant offset this corporate income with bogus expenses,
8 by intentionally providing the tax preparer with a false one-page
9 typewritten summary of Cost of Goods Sold associated with the Bauer
10 transactions that totaled \$331,225.

11 The false statement on the Form 1120S in turn caused defendant's
12 2012 personal return to be materially false because the correct
13 amount of income did not flow through to the personal return.

14 All the aforementioned tax returns were subscribed by defendant
15 and made under the penalties of perjury.

16 SENTENCING FACTORS

17 20. 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.

29 21. Defendant and the USAO agree to the following applicable
30 Sentencing Guidelines factors:

31 Bribery

32 Base offense level = 14

[U.S.S.G. §2C1.1(a)(2)]

Multiple bribes = +2 [U.S.S.G. §2C1.1(b)(a)]

Value of Payment (>\$550,000) = +14 [U.S.S.G. §2B1.1(b)(2)]

Tax

Base level (>\$100,000 loss) = 16 [U.S.S.G. §2T1.1(a)(1); 2T4.1]

Criminal activity source = +2 [U.S.S.G. §2T1.1(b)(1)]

22. Defendant and the USAO agree that the amount of fraud or false claim losses cannot be determined to a sufficient degree of proof so as to impact final sentencing guideline determinations.

23. Defendant and the USAO agree not to seek, argue, or suggest in any way, either orally or in writing, that any other specific offense characteristics, adjustments, or departures relating to the offense level be imposed. Defendant agrees, however, that if, after signing this agreement but prior to sentencing, defendant were to commit an act, or the USAO were to discover a previously undiscovered act committed by defendant prior to signing this agreement, which act, in the judgment of the USAO, constituted obstruction of justice within the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set forth in that section.

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

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

WAIVER OF CONSTITUTIONAL RIGHTS

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

a. The right to persist in a plea of not guilty.

1 b. The right to a speedy and public trial by jury.

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

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

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

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

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

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

21 WAIVER OF APPEAL OF CONVICTION

22 27. Defendant understands that, with the exception of an appeal
23 based on a claim that defendant's guilty plea was involuntary, by
24 pleading guilty defendant is waiving and giving up any right to
25 appeal defendant's convictions on the offenses to which defendant is
26 pleading guilty. Defendant understands that this waiver includes any
27 and all claims that the statement of facts provided herein is
28 insufficient to support defendant's plea of guilty.

1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2 28. Defendant agrees that, provided the Court imposes a total
3 term of imprisonment within or below the statutory maximum, defendant
4 gives up the right to appeal all of the following: (a) the procedures
5 and calculations used to determine and impose any portion of the
6 sentence; (b) the term of imprisonment imposed by the Court; (c) the
7 fine imposed by the court, provided it is within the statutory
8 maximum; (d) the amount and terms of any restitution order, provided
9 it requires payment of no more than those amounts stipulated in this
10 agreement; (e) the term of probation or supervised release imposed by
11 the Court, provided it is within the statutory maximum; and (g) any
12 of the following conditions of probation or supervised release
13 imposed by the Court: the conditions set forth in General Orders 318,
14 01-05, and/or 05-02 of this Court; the drug testing conditions
15 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
16 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

17 29. The USAO agrees that, provided that the Court imposes a
18 term of imprisonment within the statutory maximum, to give up its
19 right to appeal any portion of the sentence, with the exception that
20 the USAO reserves the right to appeal the amount of restitution
21 ordered.

22 RESULT OF WITHDRAWAL OF GUILTY PLEA

23 30. Defendant agrees that if, after entering guilty pleas
24 pursuant to this agreement, defendant seeks to withdraw and succeeds
25 in withdrawing defendant's guilty pleas on any basis other than a
26 claim and finding that entry into this plea agreement was
27 involuntary, then (a) the USAO will be relieved of all of its
28 obligations under this agreement; and (b) should the USAO choose to

1 pursue any charge that was either dismissed or not filed as a result
2 of this agreement, then (i) any applicable statute of limitations
3 will be tolled between the date of defendant's signing of this
4 agreement and the filing commencing any such action; and
5 (ii) defendant waives and gives up all defenses based on the statute
6 of limitations, any claim of pre-indictment delay, or any speedy
7 trial claim with respect to any such action, except to the extent
8 that such defenses existed as of the date of defendant's signing this
9 agreement.

10 EFFECTIVE DATE OF AGREEMENT

11 31. 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 32. 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 a guilty plea pursuant to this agreement, defendant will not
27 be able to withdraw the guilty plea, and (b) the USAO will be
28 relieved of all its obligations under this agreement.

1 33. 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 PROBATION OFFICE NOT PARTIES

25 34. Defendant understands that the Court and the United States
26 Probation Office are not parties to this agreement and need not
27 accept any of the USAO's sentencing recommendations or the parties'
28 agreements to facts or sentencing factors.

1 35. Defendant understands that both defendant and the USAO are
2 free to: (a) supplement the facts by supplying relevant information
3 to the United States Probation Office and the Court, (b) correct any
4 and all factual misstatements relating to the Court's Sentencing
5 Guidelines calculations and determination of sentence, and (c) argue
6 on appeal and collateral review that the Court's Sentencing
7 Guidelines calculations and the sentence it chooses to impose are not
8 error, although each party agrees to maintain its view that the
9 calculations in paragraph 21 are consistent with the facts of this
10 case. While this paragraph permits both the USAO and defendant to
11 submit full and complete factual information to the United States
12 Probation Office and the Court, even if that factual information may
13 be viewed as inconsistent with the facts agreed to in this agreement,
14 this paragraph does not affect defendant's and the USAO's obligations
15 not to contest the facts agreed to in this agreement.

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

26 NO ADDITIONAL AGREEMENTS

27 37. Defendant understands that, except as set forth herein,
28 there are no promises, understandings, or agreements between the USAO

1 and defendant or defendant's attorney, and that no additional
2 promise, understanding, or agreement may be entered into unless in a
3 writing signed by all parties or on the record in court.


4 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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


8 AGREED AND ACCEPTED

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


11 NICOLA T. HANNA
12 United States Attorney

13 
14 DANIEL J. O'BRIEN
15 Assistant United States Attorney

2/28/19
Date

16 
17 FERNANDO BARROSO, SR.
18 Defendant

2-28-2019
Date


19 
20 ALAN EISNER
21 Attorney for Defendant
22 Fernando Barroso, Sr.

2/28/2019
Date

23
24 CERTIFICATION OF DEFENDANT

25 I have read this agreement in its entirety. I have had enough
26 time to review and consider this agreement, and I have carefully and
27 thoroughly discussed every part of it with my attorney. I understand
28 the terms of this agreement, and I voluntarily agree to those terms.

1 I have discussed the evidence with my attorney, and my attorney has
 2 advised me of my rights, of possible pretrial motions that might be
 3 filed, of possible defenses that might be asserted either prior to or
 4 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
 5 of relevant Sentencing Guidelines provisions, and of the consequences
 6 of entering into this agreement. No promises, inducements, or
 7 representations of any kind have been made to me other than those
 8 contained in this agreement. No one has threatened or forced me in
 9 any way to enter into this agreement. I am satisfied with the
 10 representation of my attorney in this matter, and I am pleading
 11 guilty because I am guilty of the charges and wish to take advantage
 12 of the promises set forth in this agreement, and not for any other
 13 reason.

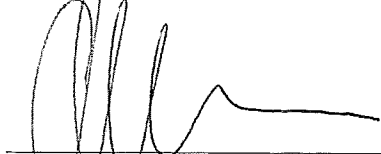
14 
 15 FERNANDO BARROSO, SR.
 16 Defendant

2-28-2019
 15 Date

17 CERTIFICATION OF DEFENDANT'S ATTORNEY

18 I am Fernando Barroso Sr.'s attorney. I have carefully and
 19 thoroughly discussed every part of this agreement with my client.
 20 Further, I have fully advised my client of his rights, of possible
 21 pretrial motions that might be filed, of possible defenses that might
 22 be asserted either prior to or at trial, of the sentencing factors
 23 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 24 provisions, and of the consequences of entering into this agreement.
 25 To my knowledge: no promises, inducements, or representations of any
 26 kind have been made to my client other than those contained in this
 27 agreement; no one has threatened or forced my client in any way to
 28 enter into this agreement; my client's decision to enter into this

1 agreement is an informed and voluntary one; and the factual basis set
2 forth in this agreement is sufficient to support my client's entry of
3 a guilty plea pursuant to this agreement.

4 

5
6 ALAN VELSNER
7 Attorney for Defendant
8 Fernando Barroso, Sr.

2/28/2019
Date