

1 TRACY L. WILKISON  
 Acting United States Attorney  
 2 JERRY C. YANG  
 Assistant United States Attorney  
 3 Chief, Riverside Branch Office  
 NATASHA HANEY (Cal. Bar No. 331375)  
 4 Assistant United States Attorney  
 Riverside Branch Office  
 5 3403 Tenth Street, Suite 200  
 Riverside, California 92501  
 6 Telephone: (951) 276-6144  
 Facsimile: (951) 276-6202  
 7 E-mail: Natasha.Haney@usdoj.gov

8 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA  
 9

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,  
 13 Plaintiff,  
 14 v.  
 15 JEANETTE BERNARDETTE PAREDEZ,  
 16 Defendant.

ED CR No. 20-00603-JAK

PLEA AGREEMENT FOR DEFENDANT  
JEANETTE BERNARDETTE PAREDEZ

17  
 18 1. This constitutes the plea agreement between JEANETTE  
 19 BERNARDETTE PAREDEZ ("defendant") and the United States Attorney's  
 20 Office for the Central District of California (the "USAO") in the  
 21 above-captioned case. This agreement is limited to the USAO and  
 22 cannot 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 5 and 11 of  
 28 the indictment in United States v. Jeanette Bernardette Paredez, ED

1 CR No. 20-00603-JAK, which charge defendant with mail fraud, in  
2 violation of 18 U.S.C. § 1341, 2(b), and making and subscribing to a  
3 false income tax return, in violation of 26 U.S.C. § 7206(1), 2(b).

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

5 c. Abide by all agreements regarding sentencing contained  
6 in this agreement.

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

10 e. Agree that all court appearances, including her change  
11 of plea hearing and sentencing hearing, may proceed by video-  
12 teleconference ("VTC") or telephone, if VTC is not reasonably  
13 available, so long as such appearances are authorized by Order of the  
14 Chief Judge 20-186 or another order, rule, or statute. Defendant  
15 understands that, under the Constitution, the United States Code, the  
16 Federal Rules of Criminal Procedure (including Rules 11, 32, and 43),  
17 she may have the right to be physically present at these hearings.  
18 Defendant understands that right and, after consulting with counsel,  
19 voluntarily agrees to waive it and to proceed remotely. Defense  
20 counsel also joins in this consent, agreement, and waiver.

21 Specifically, this agreement includes, but is not limited to, the  
22 following:

23 i. Defendant consents under Section 15002(b) of the  
24 CARES Act to proceed with her change of plea hearing by VTC or  
25 telephone, if VTC is not reasonably available.

26 ii. Defendant consents under Section 15002(b) of the  
27 CARES Act to proceed with her sentencing hearing by VTC or telephone,  
28 if VTC is not reasonably available.

1                   iii. Defendant consents under 18 U.S.C. § 3148 and  
2 Section 15002(b) of the CARES Act to proceed with any hearing  
3 regarding alleged violations of the conditions of pretrial release by  
4 VTC or telephone, if VTC is not reasonably available.

5                   f. Not commit any crime or any act constituting  
6 obstruction of justice; however, offenses that would be excluded for  
7 sentencing purposes under United States Sentencing Guidelines  
8 ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the  
9 scope of this agreement.

10                  g. Be truthful at all times with the United States  
11 Probation and Pretrial Services Office and the Court.

12                  h. Pay the applicable special assessment at or before the  
13 time of sentencing unless defendant has demonstrated a lack of  
14 ability to pay such assessments.

15                  i. At or before the time of sentencing, satisfy any and  
16 all restitution/fine obligations based on ability to pay by  
17 delivering a certified check or money order to the Fiscal Clerk of  
18 the Court in the amount of \$1,105,513.99, to be held until the date  
19 of sentencing and, thereafter, applied to satisfy defendant's  
20 restitution/fine balance. Payments may be made to the Clerk, United  
21 States District Court, Fiscal Department, 255 East Temple Street,  
22 11th Floor, Los Angeles, California 90012.

23                  j. Ability to pay shall be assessed based on the  
24 Financial Disclosure Statement, referenced below, and all other  
25 relevant information relating to ability to pay.

26                  k. Defendant agrees that any and all restitution/fine  
27 obligations ordered by the Court will be due in full and immediately.  
28 The government is not precluded from pursuing, in excess of any

1 payment schedule set by the Court, any and all available remedies by  
2 which to satisfy defendant's payment of the full financial  
3 obligation, including referral to the Treasury Offset Program.

4           1. Complete the Financial Disclosure Statement on a form  
5 provided by the USAO and, within 30 days of defendant's entry of a  
6 guilty plea, deliver the signed and dated statement, along with all  
7 of the documents requested therein, to the USAO by either email at  
8 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
9 Litigation Section at 300 N. Los Angeles St., Suite 7516, Los  
10 Angeles, CA 90012.

11           m. Authorize the USAO to obtain a credit report upon  
12 returning a signed copy of this plea agreement.

13           n. Consent to the USAO inspecting and copying all of  
14 defendant's financial documents and financial information held by the  
15 United States Probation and Pretrial Services Office.

16           o. Not seek the discharge of any restitution obligation,  
17 in whole or in part, in any present or future bankruptcy proceeding.

18           p. Agree to and not oppose the imposition of a three-year  
19 term of supervised release.

20           3. Defendant admits that defendant received \$807,741.80 of  
21 unreported income for the calendar years 2013 through 2019.

22 Defendant agrees that:

23           a. Defendant will file, prior to the time of sentencing,  
24 amended returns for the years subject to the above admissions,  
25 correctly reporting unreported income; will, if requested to do so by  
26 the Internal Revenue Service, provide the Internal Revenue Service  
27 with information regarding the years covered by the returns; will pay  
28 to the Fiscal Clerk of the Court at or before sentencing all

1 additional taxes and all penalties and interest assessed by the  
2 Internal Revenue Service on the basis of the returns; and will  
3 promptly pay to the Fiscal Clerk of the Court all additional taxes  
4 and all penalties and interest thereafter determined by the Internal  
5 Revenue Service to be owing as a result of any computational  
6 error(s). Payments may be made to the Clerk, United States District  
7 Court, Fiscal Department, 255 East Temple Street, Room 1178, Los  
8 Angeles, California 90012.

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

12           c. Defendant will not, after filing the returns, file any  
13 claim for refund of taxes, penalties, or interest for amounts  
14 attributable to the returns filed in connection with this plea  
15 agreement.

16           d. Defendant is liable for the fraud penalty imposed by  
17 the Internal Revenue Code, 26 U.S.C. § 6663, on the understatements  
18 of tax liability for 2013 through 2019.

19           e. Defendant gives up any and all objections that could  
20 be asserted to the Examination Division of the Internal Revenue  
21 Service receiving materials or information obtained during the  
22 criminal investigation of this matter, including materials and  
23 information obtained through grand jury subpoenas.

24           f. Defendant will sign closing agreements with the  
25 Internal Revenue Service contemporaneously with the signing of this  
26 plea agreement, permitting the Internal Revenue Service to assess and  
27 collect the total sum of \$180,027 for the tax years 2013 through  
28 2019, which comprises the tax liabilities, as well as assess and

1 collect the civil fraud penalty for each year and statutory interest,  
2 on the tax liabilities, as provided by law.

3 THE USAO'S OBLIGATIONS

4 4. The USAO agrees to:

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

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

8 c. At the time of sentencing, move to dismiss the  
9 remaining counts of the indictment as against defendant. Defendant  
10 agrees, however, that at the time of sentencing the Court may  
11 consider any dismissed charges in determining the applicable  
12 Sentencing Guidelines range, the propriety and extent of any  
13 departure from that range, and the sentence to be imposed.

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

20 e. Recommend that defendant be sentenced to a term of  
21 imprisonment no higher than the low end of the applicable Sentencing  
22 Guidelines range, provided that the offense level used by the Court  
23 to determine that range is 16 or higher and provided that the Court  
24 does not depart downward in offense level or criminal history  
25 category. For purposes of this agreement, the low end of the  
26 Sentencing Guidelines range is that defined by the Sentencing Table  
27 in U.S.S.G. Chapter 5, Part A.

28

1 f. Should the Court sentence defendant to a term of  
2 imprisonment, recommend that defendant not be required to self-  
3 surrender to serve her sentence until on or after April 1, 2021,  
4 unless defendant violates the conditions of her bond.

5 5. Because the justice system is facing an unprecedented  
6 crisis through the backlog of cases, the parties agree that the  
7 defendant is entitled to a two-level variance as recognition of  
8 defendant's early acceptance of responsibility, which will lessen the  
9 burden on the court system by: (1) waiving any right to presence and  
10 pleading guilty at the earliest opportunity by VTC (or telephone, if  
11 VTC is not reasonably available); (2) waiving any right to presence  
12 and agreeing to be sentenced by VTC (or telephone, if VTC is not  
13 reasonably available) should the Central District of California's  
14 General Order allow for it; (3) agreeing to appear at all other times  
15 by VTC or telephone; and (4) waiving most appellate rights.

16  
17 NATURE OF THE OFFENSES

18 6. Defendant understands that for defendant to be guilty of  
19 the crime charged in count 5, that is, mail fraud, in violation of 18  
20 U.S.C. § 1341, the following must be true:

21 a. Defendant knowingly participated in, devised, or  
22 intended to devise a scheme or plan to defraud, or a scheme or plan  
23 for obtaining money or property by means of false or fraudulent  
24 pretenses, representations, or promises;

25 b. The statements made as part of the scheme were  
26 material; that is, they had a natural tendency to influence, or were  
27 capable of influencing, a person to part with money or property;

28

1 c. Defendant acted with the intent to defraud; that is,  
2 the intent to deceive and cheat; and

3 d. Defendant used, or caused to be used, the mails to  
4 carry out or attempt to carry out an essential part of the scheme.

5 7. Defendant understands that for defendant to be guilty of  
6 the crime charged in counts 11, that is, making and subscribing to a  
7 false income tax return, in violation of 26 U.S.C. § 7206(1), the  
8 following must be true:

9 a. Defendant signed and filed a tax return that she knew  
10 contained false information as to a material matter;

11 b. The return contained a written declaration that it was  
12 being signed subject to the penalties of perjury; and

13 c. In filing the false tax return, defendant acted  
14 willfully.

15 PENALTIES AND RESTITUTION

16 8. Defendant understands that the statutory maximum sentence  
17 that the Court can impose for a violation of 18 U.S.C. § 1341 is: 30  
18 years' imprisonment; a three-year period of supervised release; a  
19 fine of \$250,000 or twice the gross gain or gross loss resulting from  
20 the offense, whichever is greatest; and a mandatory special  
21 assessment of \$100.

22 9. Defendant understands that the statutory maximum sentence  
23 that the Court can impose for a violation of 26 U.S.C. § 7206(1) is:  
24 three years' imprisonment, a one-year period of supervised release; a  
25 fine of \$100,000; and a mandatory special assessment of \$100.

26 10. Defendant understands, therefore, that the total maximum  
27 sentence for all offenses to which defendant is pleading guilty is:  
28 23 years' imprisonment, a three-year period of supervised release; a



1 fine of \$250,000 or twice the gross gain or gross loss resulting from  
2 the offense charged in count 5, whichever is greatest, plus a fine of  
3 \$100,000 for the offense charged in count 11; and a mandatory special  
4 assessment of \$200.

5 11. Defendant understands that defendant will be required to  
6 pay full restitution to the victims of the offenses to which  
7 defendant is pleading guilty. Defendant agrees that, in return for  
8 the USAO's compliance with its obligations under this agreement, the  
9 Court may order restitution to persons other than the victims of the  
10 offenses to which defendant is pleading guilty and in amounts greater  
11 than those alleged in the counts to which defendant is pleading  
12 guilty. In particular, defendant agrees that the Court may order  
13 restitution to any victim of any of the following for any losses  
14 suffered by that victim as a result: (a) any relevant conduct, as  
15 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which  
16 defendant is pleading guilty and (b) any counts dismissed pursuant to  
17 this agreement as well as all relevant conduct, as defined in  
18 U.S.S.G. § 1B1.3, in connection with those counts. The parties  
19 currently believe that the applicable amount of restitution due to  
20 Cal Poly Pomona Foundation, Inc. is approximately \$925,486.99, but  
21 recognize and agree that this amount could change based on facts that  
22 come to the attention of the parties prior to sentencing.

23 12. Defendant understands and agrees that the Court: (a) may  
24 order defendant to pay restitution in the form of any additional  
25 taxes, interest, and penalties that defendant owes to the United  
26 States based upon counts 6 and 11; and (b) must order defendant to  
27 pay the costs of prosecution, which may be in addition to the  
28 statutory maximum fine stated above.

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

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

23           15. Defendant and her counsel have discussed the fact that, and  
24 defendant understands that, if defendant is not a United States  
25 citizen, the convictions in this case makes it practically inevitable  
26 and a virtual certainty that defendant will be removed or deported  
27 from the United States. Defendant may also be denied United States  
28 citizenship and admission to the United States in the future.

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

12 FACTUAL BASIS

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

22 Introduction

23 From approximately 2000 to February 2020, defendant was employed  
24 by the Cal Poly Pomona Foundation, Inc. ("CPPF") in Los Angeles  
25 County. Defendant served as an accounting specialist for the Kellogg  
26 West Conference Center and Hotel ("Kellogg West"), a facility that  
27 CPPF owned and used for conventions and events, also in Los Angeles  
28 County. Defendant's responsibilities as an accounting specialist

1 included receiving invoices from Kellogg West vendors, verifying the  
2 invoices, and authorizing payment of the invoices. Defendant was  
3 then responsible for ensuring that the invoices were entered into the  
4 CPPF processing system that generated payments for those invoices.

5 Scheme to Defraud

6 Beginning in July 2010 and continuing through February 2020, in  
7 Los Angeles County, defendant, knowingly and with intent to defraud,  
8 devised, participated in, and executed a scheme to defraud CPPF as to  
9 material matters, and to obtain money from CPPF, by means of  
10 materially false and fraudulent pretenses, representations, and  
11 promises, and the concealment of material facts.

12 The fraudulent scheme operated and was carried out, in  
13 substance, in the following manner:

14 • Defendant entered, or caused to be entered, her mother,  
15 A.D., into the CPPF processing system as a Kellogg West vendor.  
16 Defendant generated fraudulent invoices stating that A.D. had  
17 performed services for Kellogg West, which was owned and operated by  
18 CPPF, when, in fact, A.D. had not performed any such services for  
19 either Kellogg West or CPPF. Defendant authorized payments on those  
20 fraudulent invoices and entered the invoices into the CPPF processing  
21 system that generated payments on the invoices. Defendant took hard  
22 copies of the fraudulent invoices intended for payment to A.D. to the  
23 CPPF Accounting Department.

24 • In reliance on the fraudulent invoices, the CPPF Accounting  
25 Department generated checks drawn from a Wells Fargo Bank checking  
26 account ("CPPF Wells Fargo account") and made payable to A.D.  
27 ("fraudulent checks"). Defendant picked up the fraudulent checks  
28

1 from the CPPF Accounting Department, or the CPPF Accounting  
2 Department mailed the fraudulent checks to defendant at Kellogg West.

3 • Defendant would then have the fraudulent checks mailed to  
4 A.D.'s address in Rowland Heights, California, where she would pick  
5 them up. Defendant forged A.D.'s signature to endorse the fraudulent  
6 checks. Defendant deposited the fraudulent checks with the forged  
7 endorsements into a joint JPMorgan Chase Bank, N.A. checking account,  
8 ending in 9900 and held by defendant and A.D. ("Chase Bank Account  
9 9900").

10 • Defendant used the funds deposited in Chase Bank Account  
11 9900 for her own mortgage payments, credit card payments, cash ATM  
12 withdrawals, and personal purchases.

13 As a result of this scheme, checks totaling approximately  
14 \$925,486.99 were deposited in Chase Bank Account 9900.

15 On or about January 15, 2016, defendant mailed or caused the  
16 mailing of a check in the amount of \$2,874.55, made payable to A.D.,  
17 and drawn from the CPPF Wells Fargo account.

18 On or about January 26, 2017, defendant mailed or caused the  
19 mailing of a check in the amount of \$2,897.03, made payable to A.D.,  
20 and drawn from the CPPF Wells Fargo account.

21 On or about January 16, 2018, defendant mailed or caused the  
22 mailing of a check in the amount of \$2,997.81, made payable to A.D.,  
23 and drawn from the CPPF Wells Fargo account.

24 On or about January 11, 2019, defendant mailed or caused the  
25 mailing of a check in the amount of \$4,998.55, made payable to A.D.,  
26 and drawn from the CPPF Wells Fargo account.

27

28

1 On or about January 22, 2020, defendant mailed or caused the  
 2 mailing of a check in the amount of \$4,998.99, made payable to A.D.,  
 3 and drawn from the CPPF Wells Fargo account.

4 Personal Income Tax Returns for Years 2013 Through 2019

5 In addition, in San Bernardino County, defendant willfully made  
 6 and subscribed to materially false United States Individual Income  
 7 Tax Returns, using either Form 1040 or 1040A (the "tax returns"), for  
 8 calendar years 2013 through 2019, which defendant verified by written  
 9 declarations, stated that the declarations were made under penalty of  
 10 perjury, and filed and caused to be filed the tax returns with the  
 11 Internal Revenue Service. In making, subscribing, and filing the tax  
 12 returns, defendant did not believe them to be true and correct as to  
 13 every material matter contained therein. Specifically, defendant  
 14 falsely claimed in the tax returns, which she filed jointly with her  
 15 husband, that her total income received during the indicated calendar  
 16 years was the amount indicated below, when, as defendant then knew,  
 17 her total income received during the indicated calendar years was  
 18 substantially more than the amount of total income she claimed, as  
 19 indicated below:

Year	Total Income Reported	Total Income Received	Unreported Income
2013 (tax return filed on 2/7/2014)	\$33,181.00 (reported in Form 1040A, line ??)	\$93,787.62	\$60,606.62
2014 (tax return filed on 2/6/2015)	\$34,428.00 (reported in Form 1040A, line 15)	\$100,880.12	\$66,452.12
2015 (tax return filed on 2/12/2016)	\$81,331.00 (reported in Form 1040A, line 1)	\$161,818.51	\$80,487.51

1	2016 (tax return filed on 2/10/2017)	\$83,788.00 (reported in Form 1040, line 22)	\$185,554.70	\$101,766.70
2				
3	2017 (tax return filed on 2/23/2018)	\$92,383.00 (reported in Form 1040, line 22)	\$212,715.65	\$120,332.65
4				
5	2018 (tax return filed on 2/21/2019)	\$90,366.00 (reported in Form 1040, line 6)	\$243,603.12	\$153,237.12
6				
7	2019 (tax return filed on 2/21/2020)	\$99,054.00 (reported in Form 1040, line 7(b))	\$323,913.08	\$224,859.08
8				
9	Total	514,531.00	\$1,322,272.80	\$807,741.80

10 In total, defendant underreported her income by approximately  
11 \$807,741.80 on her returns, resulting in a tax loss of approximately  
12 \$180,027.

13 SENTENCING FACTORS

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

26 ///

27 ///

28 ///

1 18. 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 Loss exceeded \$550,000 +14 U.S.S.G. § 2B1.1(b) (1) (H)

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

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

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

14 WAIVER OF CONSTITUTIONAL RIGHTS

15 21. Defendant understands that by pleading guilty, defendant  
16 gives up the following rights:

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

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

19 c. The right to be represented by counsel -- and if  
20 necessary have the Court appoint counsel -- at trial. Defendant  
21 understands, however, that, defendant retains the right to be  
22 represented by counsel -- and if necessary have the Court appoint  
23 counsel -- at every other stage of the proceeding.

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

27 e. The right to confront and cross-examine witnesses  
28 against defendant.



1 f. The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

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

10 i. Further, defendant knowingly and voluntarily waives  
11 any rights and defenses defendant may have under the Excessive Fines  
12 Clause of the Eight Amendment to the United States Constitution to  
13 the forfeiture of property in this proceeding or any related civil  
14 proceeding, special or other assessment, and any order of  
15 restitution.

16 WAIVER OF APPEAL OF CONVICTION

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

26 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

27 23. Defendant gives up the right to appeal all of the  
28 following: (a) the procedures and calculations used to determine and

1 impose any portion of the sentence; (b) the term of imprisonment  
2 imposed by the Court, provided it is no more than the high end of the  
3 Sentencing Guidelines range calculated by the Court; (c) the fine  
4 imposed by the Court, provided it is within the statutory maximum;  
5 (d) to the extent permitted by law, the constitutionality or legality  
6 of defendant's sentence, provided it is within the statutory maximum;  
7 (e) the amount and terms of any restitution order, provided it  
8 requires payment of no more than \$1,105,513.99; (f) the term of  
9 probation or supervised release imposed by the Court, provided it is  
10 within the statutory maximum; and (g) any of the following conditions  
11 of probation or supervised release imposed by the Court: the  
12 conditions set forth in Amended General Order 20-04 of this Court;  
13 the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and  
14 3583(d).

15 24. Defendant also gives up any right to bring a post-  
16 conviction collateral attack on the convictions or sentence,  
17 including any order of restitution, except a post-conviction  
18 collateral attack based on a claim of ineffective assistance of  
19 counsel or an explicitly retroactive change in the applicable  
20 Sentencing Guidelines, sentencing statutes, or statutes of  
21 conviction. Defendant understands that this waiver includes, but is  
22 not limited to, arguments that the statutes to which defendant is  
23 pleading guilty are unconstitutional, that newly discovered evidence  
24 purportedly supports defendant's innocence, and any and all claims  
25 that the statement of facts provided herein is insufficient to  
26 support defendant's pleas of guilty.

27 25. The USAO agrees that, provided all portions of the sentence  
28 are at or below the statutory maximum specified above, the USAO gives

1 up its right to appeal any portion of the sentence, with the  
2 exception that the USAO reserves the right to appeal the amount of  
3 restitution ordered if that amount is less than \$1,105,513.99.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

20 EFFECTIVE DATE OF AGREEMENT

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

24 BREACH OF AGREEMENT

25 28. Defendant agrees that if defendant, at any time after the  
26 signature of this agreement and execution of all required  
27 certifications by defendant, defendant's counsel, and an Assistant  
28 United States Attorney, knowingly violates or fails to perform any of

1 defendant's obligations under this agreement ("a breach"), the USAO  
2 may declare this agreement breached. All of defendant's obligations  
3 are material, a single breach of this agreement is sufficient for the  
4 USAO to declare a breach, and defendant shall not be deemed to have  
5 cured a breach without the express agreement of the USAO in writing.  
6 If the USAO declares this agreement breached, and the Court finds  
7 such a breach to have occurred, then: (a) if defendant has previously  
8 entered guilty pleas pursuant to this agreement, defendant will not  
9 be able to withdraw the guilty pleas, and (b) the USAO will be  
10 relieved of all its obligations under this agreement.

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

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

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

23 c. Defendant agrees that: (i) any statements made by  
24 defendant, under oath, at the guilty plea hearing (if such a hearing  
25 occurred prior to the breach); (ii) the agreed to factual basis  
26 statement in this agreement; and (iii) any evidence derived from such  
27 statements, shall be admissible against defendant in any such action  
28 against defendant, and defendant waives and gives up any claim under

1 the United States Constitution, any statute, Rule 410 of the Federal  
2 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
3 Procedure, or any other federal rule, that the statements or any  
4 evidence derived from the statements should be suppressed or are  
5 inadmissible.

6 COURT AND UNITED STATES PROBATION AND  
7 PRETRIAL SERVICES OFFICE NOT PARTIES

8 30. Defendant understands that the Court and the United States  
9 Probation and Pretrial Services Office are not parties to this  
10 agreement and need not accept any of the USAO's sentencing  
11 recommendations or the parties' agreements to facts or sentencing  
12 factors.

13 31. Defendant understands that both defendant and the USAO are  
14 free to: (a) supplement the facts by supplying relevant information  
15 to the United States Probation and Pretrial Services Office and the  
16 Court, (b) correct any and all factual misstatements relating to the  
17 Court's Sentencing Guidelines calculations and determination of  
18 sentence, and (c) argue on appeal and collateral review that the  
19 Court's Sentencing Guidelines calculations and the sentence it  
20 chooses to impose are not error, although each party agrees to  
21 maintain its view that the calculations in paragraph 17 are  
22 consistent with the facts of this case. While this paragraph permits  
23 both the USAO and defendant to submit full and complete factual  
24 information to the United States Probation and Pretrial Services  
25 Office and the Court, even if that factual information may be viewed  
26 as inconsistent with the facts agreed to in this agreement, this  
27 paragraph does not affect defendant's and the USAO's obligations not  
28 to contest the facts agreed to in this agreement.

1           32. Defendant understands that even if the Court ignores any  
2 sentencing recommendation, finds facts or reaches conclusions  
3 different from those agreed to, and/or imposes any sentence up to the  
4 maximum established by statute, defendant cannot, for that reason,  
5 withdraw defendant's guilty plea, and defendant will remain bound to  
6 fulfill all defendant's obligations under this agreement. Defendant  
7 understands that no one -- not the prosecutor, defendant's attorney,  
8 or the Court -- can make a binding prediction or promise regarding  
9 the sentence defendant will receive, except that it will be within  
10 the statutory maximum.

11   NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

34. 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.

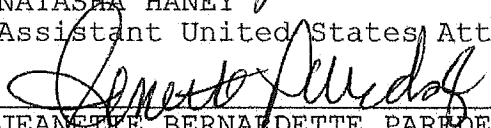
AGREED AND ACCEPTED

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

TRACY L. WILKISON  
Acting United States Attorney

  
\_\_\_\_\_  
NATASHA HANEY  
Assistant United States Attorney

2/18/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
JEANETTE BERNARDETTE PAREDEZ  
Defendant

2/12/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
RANDOLPH MELENDEZ  
Attorney for Defendant  
JEANETTE BERNARDETTE PAREDEZ

2/12/21  
\_\_\_\_\_  
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

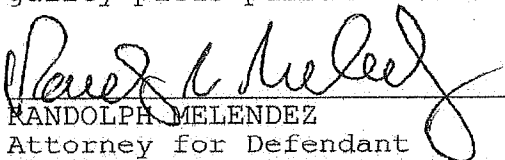
1 representations of any kind have been made to me other than those  
2 contained in this agreement. No one has threatened or forced me in  
3 any way to enter into this agreement. I am satisfied with the  
4 representation of my attorney in this matter, and I am pleading  
5 guilty because I am guilty of the charges and wish to take advantage  
6 of the promises set forth in this agreement, and not for any other  
7 reason.

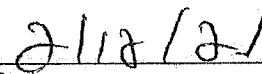
8   
9 JEANETTE BERNARDETTE PAREDEZ  
Defendant

  
Date

10  
11 CERTIFICATION OF DEFENDANT'S ATTORNEY

12 I am Jeanette Bernardette Paredez's attorney. I have carefully  
13 and thoroughly discussed every part of this agreement with my client.  
14 Further, I have fully advised my client of her rights, of possible  
15 pretrial motions that might be filed, of possible defenses that might  
16 be asserted either prior to or at trial, of the sentencing factors  
17 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
18 provisions, and of the consequences of entering into this agreement.  
19 To my knowledge: no promises, inducements, or representations of any  
20 kind have been made to my client other than those contained in this  
21 agreement; no one has threatened or forced my client in any way to  
22 enter into this agreement; my client's decision to enter into this  
23 agreement is an informed and voluntary one; and the factual basis set  
24 forth in this agreement is sufficient to support my client's entry of  
25 guilty pleas pursuant to this agreement.

26   
27 RANDOLPH MELENDEZ  
Attorney for Defendant  
28 JEANETTE BERNARDETTE PAREDEZ

  
Date