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 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 ANDRANIK AMIRYAN,  
 16 Defendant.

No. CR 20-520-DMG  
PLEA AGREEMENT FOR DEFENDANT  
ANDRANIK AMIRYAN

17  
 18 1. This constitutes the plea agreement between ANDRANIK  
 19 AMIRYAN ("defendant"), and the United States Attorney's Office for  
 20 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 Count One of the  
 28

1 information, which charges defendant with Conspiracy to Commit Bank  
2 Fraud, in violation of 18 U.S.C. § 1349.

3 b) Not contest facts agreed to in this agreement.

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

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

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

13 f) Be truthful at all times with Pretrial Services, the  
14 United States Probation Office, and the Court.

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

19 h) Not bring a post-conviction collateral attack on the  
20 conviction or sentence except a post-conviction collateral attack  
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of  
24 imprisonment imposed exceeds fifteen years.

25 k) Support the government's request that defendant's  
26 supervised release include the following suspicionless search  
27 conditions:

1 Defendant shall submit defendant's person and any  
2 property, residence, vehicle, papers, computer, other  
3 electronic communication or data storage devices or media,  
4 and effects to search and seizure at any time of the day  
5 or night by any law enforcement or probation officer, with  
6 or without a warrant, and with or without cause.

7  
8 If stopped or questioned by a law enforcement officer for  
9 any reason, defendant shall notify that officer that  
10 defendant is on federal supervised release and subject to  
11 search with or without cause.

12  
13 3. Defendant further agrees to:

14 a) Immediately and irrevocably forfeit, on behalf of  
15 defendant and any entity in which defendant has held an ownership  
16 interest or has served as an officer, director, manager, partner,  
17 trustee or other representative (which entities are collectively  
18 referred to herein as the "defendant entities" and include, without  
19 limitation, ACBA Technologies Inc., Hetchy Junction Inc., and Magic  
20 Finishing) to the United States of America any and all interests of  
21 defendant and the defendant entities, and each of them, to the  
22 following items (collectively referred to herein as the "Forfeitable  
23 Property"), which Forfeitable Property defendant and the defendant  
24 entities, and each of them, agree (1) constitutes or is derived from  
25 proceeds traceable to violations of 18 U.S.C. §§ 1344 and 1349; (2)  
26 was used to facilitate and was involved in violations of 18 U.S.C.  
27 § 1956; and (3) shall, at the sole election of the United States of  
28 America, be criminally forfeited or civilly forfeited,  
administratively or judicially, pursuant to 18 U.S.C. § 981, 18  
U.S.C. § 982, 28 U.S.C. § 2461 or otherwise:

29 i) approximately \$11,800 in U.S. Currency seized on  
30 or about September 28, 2020 during the execution of a search warrant  
31 at a Sunland, California residence;

1                   ii) the approximately \$201,647.81 in Bank of America  
2 business checking account 325137091308, held in the name of ACBA  
3 TECHNOLOGIES LLC, with signature authority in the name of Petro  
4 Kolot;

5                   iii) the approximately \$60,656.79 in Bank of America  
6 business checking account 325108706596, held in the name of MAGIC  
7 FINISHING, with signature authority in the name of defendant  
8 ANDRANIK AMIRYAN; and

9                   iv) the approximately \$1.60 in Bank of America  
10 business checking account 325108706606, held in the name of HETCHY  
11 JUNCTION, INC., with signature authority in the name of defendant  
12 ANDRANIK AMIRYAN.

13                   b) Deliver to the undersigned Assistant United States  
14 attorney, within fourteen (14) calendar days of the written request  
15 by the USAO (through an Assistant United States Attorney) therefor,  
16 stipulations and requests to enter consent judgments of forfeiture  
17 in a form acceptable to the USAO, executed by defendant, the  
18 defendant entities, and their attorney, which stipulations and  
19 requests to enter consent judgments of forfeiture (together with the  
20 [proposed] consent judgments) shall provide for the immediate and  
21 irrevocable forfeiture of the Forfeitable Property and which  
22 documents defendant agrees the United States of America can  
23 immediately file or lodge with the Court.

24                   c) Hereby withdraw, on behalf of defendant and the  
25 defendant entities, any claim or petition for remission defendant or  
26 the defendant entities submitted to Customs and Border Protection or  
27 any other federal agency in the administrative forfeiture  
28 proceedings commenced by that agency with respect to the Forfeitable

1 Property. Defendant and the defendant entities, and each of them,  
2 further waive their respective rights, if any, to any further notice  
3 relative to the administrative forfeiture proceedings and  
4 understand, acknowledge and agree that defendant and the defendant  
5 entities' interests in the Forfeitable Property shall be  
6 administratively forfeited to the United States of America without  
7 any further notice.

8 d) Refrain from contesting or seeking remission with  
9 respect to the Forfeitable Property (by filing a claim, statement of  
10 interest, petition for an ancillary proceeding, petition for  
11 remission or otherwise, whether on defendant's own behalf or on  
12 behalf of any defendant entities) of the Forfeitable Property in any  
13 administrative or judicial proceeding, or assisting any other person  
14 or entity in falsely contesting the forfeiture of the Forfeitable  
15 Property in any administrative or judicial proceeding.

16 e) Take all steps necessary to pass to the United States  
17 of America clear title to the Forfeitable Property, including,  
18 without limitation, the execution of consent judgments of  
19 forfeiture, consent directives and the completion of any other legal  
20 documents required for the transfer of title to the Forfeitable  
21 Property to the United States of America.

22 f) The Court's entry of an order of forfeiture at or  
23 before sentencing with respect to the Forfeitable Property and to  
24 the forfeiture of the Forfeitable Property. Defendant knowingly and  
25 voluntarily waives (i) the requirements of Federal Rules of Criminal  
26 Procedure 32.2 and 43(a) regarding notice of the forfeiture in the  
27 charging instrument, announcement of the forfeiture at sentencing  
28 and incorporation of the forfeiture in the judgment; (ii) all

1 constitutional and statutory challenges in any manner (including by  
2 direct appeal, habeas corpus or any other means) to any forfeiture  
3 carried out in accordance with this agreement on any grounds; and  
4 (iii) all constitutional, legal and equitable defenses to the  
5 forfeiture of the Forfeitable Property in any proceeding on any  
6 grounds including, without limitation, that the forfeiture  
7 constitutes an excessive fine or punishment. Defendant also  
8 acknowledges and understands that the forfeiture of the Forfeitable  
9 Property is part of the sentence that may be imposed in this case  
10 and waives any failure by the Court to advise defendant of this,  
11 pursuant to Rule 11(b)(1)(J), at the time defendant's guilty plea is  
12 accepted.

13 g) Forfeiture of the Forfeitable Property not being  
14 counted toward satisfaction of any (i) special assessment, fine,  
15 restitution, or any other penalty the Court may impose; or  
16 (ii) taxes, penalties, or interest owed to the Internal Revenue  
17 Service.

18 h) Truthfully disclose to law enforcement officials, at  
19 a date and time to be set by the USAO, the location of, ownership  
20 interest in, and all other information known to defendant about, all  
21 monies, properties, and/or other assets of any kind, in addition to  
22 the Forfeitable Property, derived from or acquired as a result of,  
23 or used to facilitate the commission of, defendant's illegal  
24 activities, and to forfeit all right, title, and interest in and to  
25 such items.

26 i) Fill out and deliver to the USAO a completed  
27 financial statement listing defendant's assets on a form provided by  
28 the USAO.

THE USAO'S OBLIGATIONS

4. The USAO agrees to:

a) Not contest facts agreed to in this agreement.

b) At the time of sentencing, move to dismiss the remaining counts of the information as against defendant. Defendant understands, 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.

c) Except for criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371), not further criminally prosecute defendant for violations of 18 U.S.C. § 1956 and 21 U.S.C. § 856 based on facts contained in the discovery. Defendant understands that the USAO is free to criminally prosecute defendant for any other unlawful past conduct or any unlawful conduct that occurs after the date of this agreement. Defendant agrees that at the time of sentencing the Court may consider the uncharged conduct in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the Sentencing Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

d) Not seek the forfeiture of defendant's residence in Sunland, California, based on facts described in the discovery in this case.

NATURE OF THE OFFENSE

5. Defendant understands that for defendant to be guilty of conspiracy to commit bank fraud, in violation of Title 18, United

1 States Code, Section 1349, the following must be true: First,  
2 during the time period alleged in the information there was an  
3 agreement between two or more persons to commit bank fraud; Second,  
4 defendant became a member of the conspiracy knowing of its object  
5 and intending to help accomplish it. The elements of bank fraud, in  
6 turn, are as follows: First, defendant knowingly carried out a  
7 scheme or plan to obtain money or property from a financial  
8 institution by making false statements or promises; Second,  
9 defendant knew that the statements or promises were false; Third,  
10 the statements or promises were material, that is, they had a  
11 natural tendency to influence, or were capable of influencing, a  
12 financial institution to part with money or property; Fourth, the  
13 defendant acted with the intent to defraud; and Fifth, the financial  
14 institution was federally insured.

15 PENALTIES AND RESTITUTION

16 6. Defendant understands that the statutory maximum sentence  
17 that the Court can impose for a violation of Title 18, United States  
18 Code, Sections 1349, 1344, is: 30 years imprisonment; a five-year  
19 period of supervised release; a fine of \$1,000,000, or twice the  
20 gross gain or loss, whichever is greatest; and a mandatory special  
21 assessment of \$100.

22 7. Defendant understands that supervised release is a period  
23 of time following imprisonment during which defendant will be  
24 subject to various restrictions and requirements. Defendant  
25 understands that if defendant violates one or more of the conditions  
26 of any supervised release imposed, defendant may be returned to  
27 prison for all or part of the term of supervised release authorized  
28 by statute for the offense that resulted in the term of supervised



1 release, which could result in defendant serving a total term of  
2 imprisonment greater than the statutory maximum stated above.

3 8. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury.

7 Defendant understands that once the court accepts defendant's guilty  
8 plea, it will be a federal felony for defendant to possess a firearm  
9 or ammunition. Defendant understands that the conviction in this  
10 case may also subject defendant to various other collateral  
11 consequences, including but not limited to revocation of probation,  
12 parole, or supervised release in another case and suspension or  
13 revocation of a professional license. Defendant understands that  
14 unanticipated collateral consequences will not serve as grounds to  
15 withdraw defendant's guilty plea.

16 9. Defendant and his counsel have discussed the fact that,  
17 and defendant understands that, because defendant is not a United  
18 States citizen, the conviction in this case makes it practically  
19 inevitable and a virtual certainty that defendant will be removed or  
20 deported from the United States. Defendant may also be denied  
21 United States citizenship and admission to the United States in the  
22 future. Defendant understands that while there may be arguments  
23 that defendant can raise in immigration proceedings to avoid or  
24 delay removal, removal is presumptively mandatory and a virtual  
25 certainty in this case. Defendant further understands that removal  
26 and immigration consequences are the subject of a separate  
27 proceeding and that no one, including defendant's attorney or the  
28 Court, can predict to an absolute certainty the effect of

1 defendant's conviction on defendant's immigration status. Defendant  
2 nevertheless affirms that defendant wants to plead guilty regardless  
3 of any immigration consequences that this plea may entail, even if  
4 the consequence is automatic removal from the United States.

5 10. Defendant understands that defendant will be required to  
6 pay full restitution to the victims of the offense 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  
11 greater than those alleged in the count to which defendant is  
12 pleading guilty. In particular, defendant agrees that the Court may  
13 order restitution to any victim of any of the following for any  
14 losses suffered by that victim as a result: (a) any relevant  
15 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the  
16 offenses to which defendant is pleading guilty; and (b) any counts  
17 dismissed and charges not prosecuted pursuant to this agreement as  
18 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in  
19 connection with those counts and charges. The parties currently  
20 believe that the applicable amount of restitution is at least  
21 **\$650,600**, but recognize and agree that this amount could increase  
22 based on facts that come to the attention of the parties prior to  
23 sentencing.

24 FACTUAL BASIS

25 11. Defendant admits that defendant is, in fact, guilty of the  
26 offenses to which defendant is agreeing to plead guilty. Defendant  
27 and the USAO agree to the statement of facts provided below and  
28 agree that this statement of facts is sufficient to support a plea

1 of guilty to the charges described in this agreement and to  
2 establish the Sentencing Guidelines factors set forth below but is  
3 not meant to be a complete recitation of all facts relevant to the  
4 underlying criminal conduct or all facts known to either party that  
5 relate to that conduct.

6 Beginning in 2020, and continuing through September 28, 2020,  
7 there was an agreement between two or more persons to commit  
8 bank fraud. Defendant became a member of that conspiracy  
9 knowing of its object and intending to help accomplish it. In  
10 furtherance of the conspiracy, defendant impersonated a victim  
11 of identity theft, Petro Kolot, and opened a Bank of America  
12 account in his name claiming to be the CEO of ACBA Technologies  
13 Inc., an entity that existed only as a corporate shell.  
14 Defendant's co-conspirators arranged to wire into that account  
15 \$650,600 of CARES Act relief funds by falsely claiming to First  
16 Home Bank that that ACBA Technologies had a monthly payroll  
17 over \$500,000, and attaching forged tax forms as support.  
18 Defendant was able to withdraw about \$452,287 of the  
19 fraudulently obtained CARES Act funds before Bank of America  
20 froze defendant's ACBA Technologies account by writing checks  
21 to co-conspirators and to additional shell companies Hetchy  
22 Junction and Magic Finishing that defendant controlled. As a  
23 result of defendant's conspiracy to defraud federally-insured  
24 financial institutions, including Bank of America and First  
25 Home Bank, the U.S. government sustained actual losses of at  
26 least \$650,600. On September 28, 2020, defendant had in his  
27 jacket \$11,800 in cash from this fraud.

#### 19 SENTENCING FACTORS

20 12. Defendant understands that in determining defendant's  
21 sentence the Court is required to calculate the applicable  
22 Sentencing Guidelines range and to consider that range, possible  
23 departures under the Sentencing Guidelines, and the other sentencing  
24 factors set forth in 18 U.S.C. § 3553(a). Defendant understands  
25 that the Sentencing Guidelines are advisory only, that defendant  
26 cannot have any expectation of receiving a sentence within the  
27 calculated Sentencing Guidelines range, and that after considering  
28 the Sentencing Guidelines and the other § 3553(a) factors, the Court

1 will be free to exercise its discretion to impose any sentence it  
2 finds appropriate up to the maximum set by statute for the crimes of  
3 conviction.

4 13. Defendant and the USAO agree to the following applicable  
5 Sentencing Guidelines factors:

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

7 Loss over \$550K: +14 U.S.S.G. § 2B1.1(b)(1)

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

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

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

17 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

22 c) The right to be represented by counsel - and if  
23 necessary have the court appoint counsel - at trial. Defendant  
24 understands, however, that, defendant retains the right to be  
25 represented by counsel - and if necessary have the court appoint  
26 counsel - at every other stage of the proceeding.

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

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

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

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

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

15 LIMITED WAIVER OF DISCOVERY

16 17. In exchange for the government's obligations under this  
17 agreement, defendant gives up any right he may have had to review  
18 the additional discovery.

19 WAIVER OF APPEAL OF CONVICTION

20 18. Defendant understands that, with the exception of an  
21 appeal based on a claim that defendant's guilty pleas were  
22 involuntary, by pleading guilty defendant is waiving and giving up  
23 any right to appeal defendant's convictions on the offenses to which  
24 defendant is pleading guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 19. Defendant agrees that, provided the Court imposes a term  
27 of imprisonment of no more than fifteen years, defendant gives up  
28 the right to appeal all of the following: (a) the procedures and

1 calculations used to determine and impose any portion of the  
2 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
3 fine imposed by the court, provided it is within the statutory  
4 maximum; (d) the term of probation or supervised release imposed by  
5 the Court, provided it is within the statutory maximum; (e) the  
6 amount and terms of any restitution order, provided it requires  
7 payment of no more than \$10,000,000; and (f) the conditions of  
8 probation or supervised release imposed by the Court.

9 20. Defendant also gives up any right to bring a post-  
10 conviction collateral attack on the convictions or sentence,  
11 including any order of restitution, except a post-conviction  
12 collateral attack based on a claim of ineffective assistance of  
13 counsel, a claim of newly discovered evidence, or an explicitly  
14 retroactive change in the applicable Sentencing Guidelines,  
15 sentencing statutes, or statutes of conviction.

16 21. The USAO gives up its right to appeal any portion of the  
17 sentence.

18 RESULT OF WITHDRAWAL OF GUILTY PLEA

19 22. Defendant agrees that if, after entering a guilty plea  
20 pursuant to this agreement, defendant seeks to withdraw and succeeds  
21 in withdrawing defendant's guilty plea on any basis other than a  
22 claim and finding that entry into this plea agreement was  
23 involuntary, then (a) the USAO will be relieved of all of its  
24 obligations under this agreement; and (b) should the USAO choose to  
25 pursue any charge that was either dismissed or not filed as a result  
26 of this agreement, then (i) any applicable statute of limitations  
27 will be tolled between the date of defendant's signing of this  
28 agreement and the filing commencing any such action; and

1 (ii) defendant waives and gives up all defenses based on the statute  
2 of limitations, any claim of pre-indictment delay, or any speedy  
3 trial claim with respect to any such action, except to the extent  
4 that such defenses existed as of the date of defendant's signing  
5 this agreement.

6 EFFECTIVE DATE OF AGREEMENT

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

10 BREACH OF AGREEMENT

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

27 25. Following the Court's finding of a knowing breach of this  
28 agreement by defendant, should the USAO choose to pursue any charge

1 that was either dismissed or not filed as a result of this  
2 agreement, then:

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

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

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

22 COURT AND PROBATION OFFICE NOT PARTIES

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

27 27. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information



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

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

24 NO ADDITIONAL AGREEMENTS

25 29. Defendant understands that, except as set forth herein,  
26 there are no promises, understandings, or agreements between the  
27 USAO and defendant or defendant's attorney, and that no additional  
28

1 promise, understanding, or agreement may be entered into unless in a  
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

7 AGREED AND ACCEPTED

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

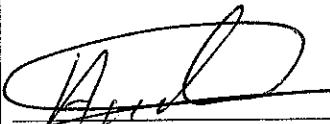
10 NICOLA T. HANNA  
United States Attorney

11 Andrew Brown

October 8, 2020

12 ANDREW BROWN  
Assistant United States Attorney

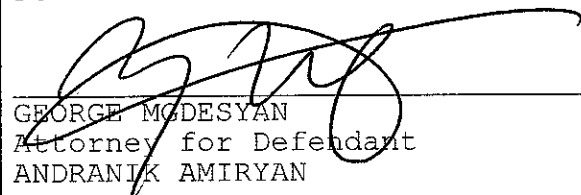
Date

13 

3-26-21

14 ANDRANIK AMIRYAN  
15 Defendant

Date

16   
17 GEORGE MODESYAN  
18 Attorney for Defendant  
19 ANDRANIK AMIRYAN


3-29-21

Date

20 CERTIFICATION OF DEFENDANT

21 I have read this agreement in its entirety. I have had enough  
22 time to review and consider this agreement, and I have carefully and  
23 thoroughly discussed every part of it with my attorney. I  
24 understand the terms of this agreement, and I voluntarily agree to  
25 those terms. I have discussed the evidence with my attorney, and my  
26 attorney has advised me of my rights, of possible pretrial motions  
27 that might be filed, of possible defenses that might be asserted  
28 either prior to or at trial, of the sentencing factors set forth in

1 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,  
2 and of the consequences of entering into this agreement. No  
3 promises, inducements, or representations of any kind have been made  
4 to me other than those contained in this agreement. No one has  
5 threatened or forced me in any way to enter into this agreement. I  
6 am satisfied with the representation of my attorney in this matter,  
7 and I am pleading guilty because I am guilty of the charges and wish  
8 to take advantage of the promises set forth in this agreement, and  
9 not for any other reason.

10   
11 \_\_\_\_\_  
12 ANDRANIK AMIRYAN  
13 Defendant

3-26-21  
\_\_\_\_\_  
Date

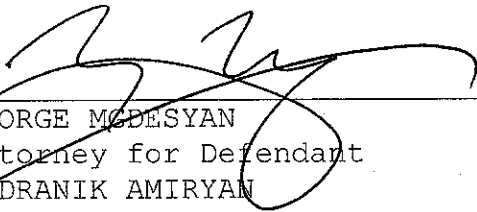
13 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

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1 agreement is sufficient to support my client's entry of a guilty  
2 plea pursuant to this agreement.

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GEORGE MEDESYAN  
Attorney for Defendant  
ANDRANIK AMIRYAN

Date

10/29/21