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10 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 v.

17 STEVEN R. GOLDSTEIN,

18 Defendant.

No. 2:20-cr-00597-SB

PLEA AGREEMENT FOR DEFENDANT
STEVEN R. GOLDSTEIN

19
 20 1. This constitutes the plea agreement between STEVEN R.
 21 GOLDSTEIN ("defendant") and the United States Attorney's Office for
 22 the Central District of California (the "USAO") in the above-
 23 captioned case in the investigation of fraudulent PPP loans. This
 24 agreement is limited to the USAO and cannot bind any other federal,
 25 state, local, or foreign prosecuting, enforcement, administrative, or
 26 regulatory authorities.

27 DEFENDANT'S OBLIGATIONS

28 2. Defendant agrees to:

1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a one-count information in the form
4 attached to this agreement as Exhibit A or a substantially similar
5 form, which charges defendant with fraud in connection with major
6 disaster or emergency benefits, in violation of 18 U.S.C.
7 § 1040(a)(2).

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

9 c. Abide by all agreements regarding sentencing contained
10 in this agreement.

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

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

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

20 g. Pay the applicable special assessment at or before the
21 time of sentencing unless defendant has demonstrated a lack of
22 ability to pay such assessment.

23 h. At or before the time of sentencing, satisfy any and
24 all restitution/fine obligations based on ability to pay by
25 delivering a certified check or money order to the Fiscal Clerk of
26 the Court, to be held until the date of sentencing and, thereafter,
27 applied to satisfy defendant's restitution/fine balance. Payments
28 may be made to the Clerk, United States District Court, Fiscal

1 Department, 255 East Temple Street, 11th Floor, Los Angeles,
2 California 90012.

3 i. Ability to pay shall be assessed based on the
4 Financial Disclosure Statement, referenced below, and all other
5 relevant information relating to ability to pay.

6 ii. Any and all restitution/fine obligations ordered
7 by the Court will be due in full and immediately. The government is
8 not precluded from pursuing, in excess of any payment schedule set by
9 the Court, any and all available remedies by which to satisfy
10 defendant's payment of the full financial obligation, including
11 referral to the Treasury Offset Program.

12 i. Complete the Financial Disclosure Statement on a form
13 provided by the USAO and, within 30 days of defendant's entry of a
14 guilty plea, deliver the signed and dated statement, along with all
15 of the documents requested therein, to the USAO by either email at
16 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
17 Litigation Section at 300 N. Los Angeles St., Suite 7516, Los
18 Angeles, CA 90012.

19 j. Authorize the USAO to obtain a credit report upon
20 returning a signed copy of this plea agreement.

21 k. Consent to the USAO inspecting and copying all of
22 defendant's financial documents and financial information held by the
23 United States Probation and Pretrial Services Office.

24 3. Defendant further agrees:

25 a. To forfeit all right, title, and interest in and to
26 any and all monies, properties, and/or assets of any kind, derived
27 from or acquired as a result of the illegal activity to which
28 defendant is pleading guilty (collectively, the "Forfeitable

1 Assets”).

2 b. To the Court’s entry of an order of forfeiture at or
3 before sentencing with respect to the Forfeitable Assets and to the
4 forfeiture of the assets.

5 c. To take whatever steps are necessary to pass to the
6 United States clear title to the Forfeitable Assets, including,
7 without limitation, the execution of a consent decree of forfeiture
8 and the completing of any other legal documents required for the
9 transfer of title to the United States.

10 d. Not to contest any administrative forfeiture
11 proceedings or civil judicial proceedings commenced against the
12 Forfeitable Assets. If defendant submitted a claim and/or petition
13 for remission for all or part of the Forfeitable Assets on behalf of
14 himself or any other individual or entity, defendant shall and hereby
15 does withdraw any such claims or petitions, and further agrees to
16 waive any right he may have to seek remission or mitigation of the
17 forfeiture of the Forfeitable Assets.

18 e. Not to assist any other individual in any effort
19 falsely to contest the forfeiture of the Forfeitable Assets.

20 f. Not to claim that reasonable cause to seize the
21 Forfeitable Assets was lacking.

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

25 h. To fill out and deliver to the USAO a completed
26 financial statement listing defendant’s assets on a form provided by
27 the USAO.

28 i. That forfeiture of Forfeitable Assets shall not be

1 counted toward satisfaction of any special assessment, fine,
2 restitution, costs, or other penalty the Court may impose.

3 4. Defendant also agrees to:

4 a. If defendant has not done so already, waive his right
5 to a preliminary hearing under Federal Rule of Criminal Procedure
6 5.1.

7 b. Give up the right to indictment by a grand jury and,
8 at the earliest opportunity requested by the USAO and provided by the
9 Court, appear and plead guilty to a one-count information, in the
10 form attached to this agreement as Exhibit A or a substantially
11 similar form, that charges defendant with Fraud in connection with
12 major disaster or emergency benefits, in violation of 18 U.S.C.
13 § 1040.

14 c. Agree that all court appearances, including his change
15 of plea hearing and sentencing hearing, may proceed by video-
16 teleconference ("VTC") or telephone, if VTC is not reasonably
17 available, so long as such appearances are authorized by Order of the
18 Chief Judge No. 20-097 or another order, rule, or statute. Defendant
19 understands that, under the Constitution, the United States Code, the
20 Federal Rules of Criminal Procedure (including Rules 11, 32, and 43),
21 he may have the right to be physically present at these hearings.
22 Defendant understands that right and, after consulting with counsel,
23 voluntarily agrees to waive it and to proceed remotely. Defense
24 counsel also joins in this consent, agreement, and waiver.
25 Specifically, this agreement includes, but is not limited to, the
26 following:

27 i. Defendant consents under Federal Rules of
28 Criminal Procedure 5(f) and 10(c) and Section 15002(b) of the CARES

1 Act to proceed with his initial appearance and arraignment by VTC or
2 telephone, if VTC is not reasonably available.

3 ii. Defendant consents under Section 15002(b) of the
4 CARES Act to proceed with his waiver of indictment, under Federal
5 Rule of Criminal Procedure 7(b), by VTC or telephone, if VTC is not
6 reasonably available.

7 iii. Defendant consents under Section 15002(b) of the
8 CARES Act to proceed with his change of plea hearing by VTC or
9 telephone, if VTC is not reasonably available.

10 iv. Defendant consents under Section 15002(b) of the
11 CARES Act to proceed with his sentencing hearing by VTC or telephone,
12 if VTC is not reasonably available.

13 v. Defendant consents under 18 U.S.C. § 3148 and
14 Section 15002(b) of the CARES Act to proceed with any hearing
15 regarding alleged violations of the conditions of pre-trial release
16 by VTC or telephone, if VTC is not reasonably available.

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

22 THE USAO'S OBLIGATIONS

23 5. The USAO agrees to:

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

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

27 c. At the time of sentencing, provided that defendant
28 demonstrates an acceptance of responsibility for the offense up to

1 and including the time of sentencing, recommend a two-level reduction
2 in the applicable Sentencing Guidelines offense level, pursuant to
3 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
4 additional one-level reduction if available under that section.

5 d. Recommend that defendant be sentenced to a term of
6 imprisonment no higher than the low end of the applicable Sentencing
7 Guidelines range, provided that the offense level used by the Court
8 to determine that range is 18 or higher and provided that the Court
9 does not depart downward in offense level or criminal history
10 category. For purposes of this agreement, the low end of the
11 Sentencing Guidelines range is that defined by the Sentencing Table
12 in U.S.S.G. Chapter 5, Part A.

13 e. Should the Court sentence defendant to a term of
14 imprisonment, recommend that defendant not be required to self-
15 surrender to serve his sentence until on or after April 1, 2021,
16 unless defendant violates the conditions of his bond.

17 f. Because the justice system is facing an unprecedented
18 crisis through the backlog of cases, the parties agree that the
19 defendant is entitled to a two-level variance as recognition of
20 defendant's early acceptance of responsibility, which will lessen the
21 burden on the court system by: (1) waiving any right to presence and
22 pleading guilty at the earliest opportunity by VTC (or telephone, if
23 VTC is not reasonably available); (2) waiving any right to presence
24 and agreeing to be sentenced by VTC (or telephone, if VTC is not
25 reasonably available) should the Central District of California's
26 Order of the Chief Judge allow for it; (3) agreeing to appear at all
27 other times by VTC or telephone; and (4) waiving all appellate
28 rights.

1 NATURE OF THE OFFENSE

2 6. Defendant understands that for defendant to be guilty of
3 the crime charged in the sole count of the information, that is,
4 Fraud in connection with major disaster or emergency benefits, in
5 violation of Title 18, United States Code, Section 1040(a)(2), the
6 following must be true: (1) Defendant made a false statement or made
7 or used any false writing or document; (2) Defendant made the
8 statement or used the writing or document knowing it was false;
9 (3) The false statement, writing, or document was material; (4) The
10 false statement, writing, or document involved any benefit
11 authorized, transported, transmitted, transferred, disbursed, or paid
12 in connection with a major disaster declaration under section 401 of
13 the Robert T. Stafford Disaster Relief and Emergency Assistance Act
14 (42 U.S.C. § 5170) or emergency declaration under section 501 of the
15 Robert T. Stafford Disaster Relief and Emergency Assistance Act (42
16 U.S.C. § 5191); and (5) the authorization, transportation,
17 transmission, transfer, disbursement, or payment of the benefit is in
18 or affects interstate or foreign commerce.

19 PENALTIES AND RESTITUTION

20 7. Defendant understands that the statutory maximum sentence
21 that the Court can impose for a violation of Title 18, United States
22 Code, Section 1040(a)(2), is: 30 years' imprisonment; a five-year
23 period of supervised release; a fine of \$250,000 or twice the gross
24 gain or gross loss resulting from the offense, whichever is greatest;
25 and a mandatory special assessment of \$100.

26 8. Defendant understands that defendant will be required to
27 pay full restitution to the victim(s) of the offenses to which
28 defendant is pleading guilty. Defendant agrees that, in return for

1 the USAO's compliance with its obligations under this agreement, the
2 Court may order restitution to persons other than the victim(s) of
3 the offense to which defendant is pleading guilty and in amounts
4 greater than those alleged in the count to which defendant is
5 pleading guilty. In particular, defendant agrees that the Court may
6 order restitution to any victim of any of the following for any
7 losses suffered by that victim as a result: (a) any relevant conduct,
8 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
9 which defendant is pleading guilty; and (b) any charges not
10 prosecuted pursuant to this agreement as well as all relevant
11 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those
12 charges. The parties currently believe that the applicable amount of
13 restitution is approximately \$725,000, but recognize and agree that
14 this amount could change based on facts that come to the attention of
15 the parties prior to sentencing.

16 9. Defendant understands that supervised release is a period
17 of time following imprisonment during which defendant will be subject
18 to various restrictions and requirements. Defendant understands that
19 if defendant violates one or more of the conditions of any supervised
20 release imposed, defendant may be returned to prison for all or part
21 of the term of supervised release authorized by statute for the
22 offense that resulted in the term of supervised release, which could
23 result in defendant serving a total term of imprisonment greater than
24 the statutory maximum stated above.

25 10. Defendant understands that, by pleading guilty, defendant
26 may be giving up valuable government benefits and valuable civic
27 rights, such as the right to vote, the right to possess a firearm,
28 the right to hold office, and the right to serve on a jury. Defendant

1 understands that he is pleading guilty to a felony and that it is a
2 federal crime for a convicted felon to possess a firearm or
3 ammunition. Defendant understands that the conviction in this case
4 may also subject defendant to various other collateral consequences,
5 including but not limited to revocation of probation, parole, or
6 supervised release in another case and suspension or revocation of a
7 professional license. Defendant understands that unanticipated
8 collateral consequences will not serve as grounds to withdraw
9 defendant's guilty plea.

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

20 FACTUAL BASIS

21 12. Defendant admits that defendant is, in fact, guilty of the
22 offense to which defendant is agreeing to plead guilty. Defendant
23 and the USAO agree to the statement of facts provided below and agree
24 that this statement of facts is sufficient to support a plea of
25 guilty to the charge described in this agreement and to establish the
26 Sentencing Guidelines factors set forth in paragraph 14 below but is
27 not meant to be a complete recitation of all facts relevant to the
28 underlying criminal conduct or all facts known to either party that

1 relate to that conduct.

2 On March 13, 2020, President Donald J. Trump declared an
3 emergency under the Robert T. Stafford Disaster Relief and Emergency
4 Assistance Act, 42 U.S.C. § 5191(b), which authorized assistance for
5 COVID-19 response efforts for all U.S. states, territories, and the
6 District of Columbia. The Coronavirus Aid, Relief, and Economic
7 Security (CARES) Act is a federal law enacted in around March 2020
8 and was designed to provide emergency financial assistance to the
9 millions of Americans who are suffering the economic effects caused
10 by the COVID-19 pandemic. One source of relief provided by the CARES
11 Act was the authorization of up to \$349 billion in forgivable loans
12 to small businesses for job retention and certain other expenses,
13 through a program referred to as the Paycheck Protection Program
14 (PPP). Around April 2020, Congress authorized over \$300 billion in
15 additional PPP funding.

16 In April and May 2020, defendant submitted applications for PPP
17 loans to banks, which contained false statements about the number of
18 employees and the amount of employee payroll expenses. Those false
19 statements were material because to qualify for PPP loans, those
20 employee-related figures are used to calculate whether the business
21 qualifies for a PPP loan, as well as to determine the amount of PPP
22 funds the business is eligible to receive.

23 Specifically, on or about May 2, 2020, defendant submitted a PPP
24 loan application to Bank of America for \$355,000 for entity Beagle
25 Real Estate Investments. In support of that PPP loan application,
26 defendant listed that the average monthly payroll was \$120,000, and
27 that the number of employees was 43. Defendant knew that those
28 statements were false. Further, in support of that loan application,

1 defendant also submitted a 2019 Form 940 (Employer's Annual Federal
2 Unemployment (FUTA) Tax Return) for Beagle Real Estate Investments,
3 dated February 24, 2020, which reported payments of \$1,704,000 to
4 employees for 2019, and a 2020 Form 941 (Employer's QUARTERLY Federal
5 Tax Return) for the first quarter of 2020 (Q1), dated April 1, 2020,
6 which reported \$308,000 in wages paid to 13 employees for that
7 quarter. Defendant knew that those tax documents were fabricated and
8 contained false information. That fraudulent loan application was
9 approved, and on or about May 4, 2020, Bank of America disbursed
10 \$355,000 of PPP loan proceeds to the bank account provided by
11 defendant in the loan application.

12 Defendant also submitted at least one other PPP loan application
13 in 2020, which he knew also contained similar false statements and/or
14 attached similar fabricated tax documents. One such loan application
15 was approved, and Bank of America disbursed \$300,000 as a result.
16 The authorization, transportation, transmission, transfer,
17 disbursement, or payment for the PPP loans submitted by defendant in
18 April and May 2020 was in or affected interstate or foreign commerce.

19 When interviewed by agents in October 2020, defendant admitted
20 that he had submitted the multiple PPP loans knowing that they
21 contained false information about employees and payroll, including
22 the fabricated tax documents.

23 The parties agree that for purposes of this Plea Agreement, the
24 intended loss from the PPP loan applications that defendant submitted
25 is greater than \$550,000 and less than \$1,500,000, and the actual
26 loss from the two loans that were approved and disbursed is \$655,000.

27
28

SENTENCING FACTORS

1
2 13. Defendant understands that in determining defendant's
3 sentence the Court is required to calculate the applicable Sentencing
4 Guidelines range and to consider that range, possible departures
5 under the Sentencing Guidelines, and the other sentencing factors set
6 forth in 18 U.S.C. § 3553(a). Defendant understands that the
7 Sentencing Guidelines are advisory only, that defendant cannot have
8 any expectation of receiving a sentence within the calculated
9 Sentencing Guidelines range, and that after considering the
10 Sentencing Guidelines and the other § 3553(a) factors, the Court will
11 be free to exercise its discretion to impose any sentence it finds
12 appropriate up to the maximum set by statute for the crime of
13 conviction.

14 14. Defendant and the USAO agree to the following applicable
15 Sentencing Guidelines factors:

16 Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
17 \$550k<loss<\$1.5mm	+14	U.S.S.G. § 2B1.1(b)(1)(H)
18 Section 1040 conduct	+2	U.S.S.G. § 2B1.1(b)(12)

19 Defendant and the USAO reserve the right to argue that additional
20 specific offense characteristics, adjustments, and departures under
21 the Sentencing Guidelines are appropriate.

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

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

28

WAIVER OF CONSTITUTIONAL RIGHTS

1
2 17. Defendant understands that by pleading guilty, defendant
3 gives up the following rights:

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

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

6 c. The right to be represented by counsel -- and if
7 necessary have the Court appoint counsel -- at trial. Defendant
8 understands, however, that, defendant retains the right to be
9 represented by counsel -- and if necessary have the Court appoint
10 counsel -- at every other stage of the proceeding.

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

14 e. The right to confront and cross-examine witnesses
15 against defendant.

16 f. The right to testify and to present evidence in
17 opposition to the charges, including the right to compel the
18 attendance of witnesses to testify.

19 g. The right not to be compelled to testify, and, if
20 defendant chose not to testify or present evidence, to have that
21 choice not be used against defendant.

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

25 18. Understanding that the government has in its possession
26 digital devices and/or digital media seized from defendant, defendant
27 waives any right to the return of digital data contained on those
28 digital devices and/or digital media and agrees that if any of these

1 digital devices and/or digital media are returned to defendant, the
2 government may delete all digital data from those digital devices
3 and/or digital media before they are returned to defendant.

4 WAIVER OF APPEAL OF CONVICTION

5 19. Defendant understands that, with the exception of an appeal
6 based on a claim that defendant's guilty plea was involuntary, by
7 pleading guilty defendant is waiving and giving up any right to
8 appeal defendant's conviction on the offense to which defendant is
9 pleading guilty. Defendant understands that this waiver includes,
10 but is not limited to, arguments that the statute to which defendant
11 is pleading guilty is unconstitutional, and any and all claims that
12 the statement of facts provided herein is insufficient to support
13 defendant's plea of guilty.

14 WAIVER OF APPEAL OF SENTENCE AND COLLATERIAL ATTACK

15 20. Defendant gives up the right to appeal all of the
16 following: (a) the procedures and calculations used to determine and
17 impose any portion of the sentence; (b) the term of imprisonment
18 imposed by the Court, provided it is no more than the high-end of the
19 Sentencing Guidelines range calculated by the Court; (c) the fine
20 imposed by the Court, provided it is within the statutory maximum;
21 (d) to the extent permitted by law, the constitutionality or legality
22 of defendant's sentence, provided it is within the statutory maximum;
23 (e) the amount and terms of any restitution order, provided it
24 requires payment of no more than \$1,000,000; (f) the term of
25 probation or supervised release imposed by the Court, provided it is
26 within the statutory maximum; and (g) any of the following conditions
27 of probation or supervised release imposed by the Court: the
28 conditions set forth in Amended General Order 20-04 of this Court;

1 the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and
2 3583(d); the alcohol and drug use conditions authorized by 18 U.S.C.
3 § 3563(b)(7); and any conditions of probation or supervised release
4 agreed to by defendant in paragraph 2 above.

5 21. Defendant also gives up any right to bring a post-
6 conviction collateral attack on the conviction or sentence, including
7 any order of restitution, except a post-conviction collateral attack
8 based on a claim of ineffective assistance of counsel or an
9 explicitly retroactive change in the applicable Sentencing
10 Guidelines, sentencing statutes, or statutes of conviction.
11 Defendant understands that this waiver includes, but is not limited
12 to, arguments that the statute to which defendant is pleading guilty
13 is unconstitutional, that newly discovered evidence purportedly
14 supports defendant's innocence, and any and all claims that the
15 statement of facts provided herein is insufficient to support
16 defendant's plea of guilty.

17 22. The USAO agrees that, provided all portions of the sentence
18 are at or below the statutory maximum specified above, the USAO gives
19 up its right to appeal any portion of the sentence, with the
20 exception that the USAO reserves the right to appeal the following:
21 the amount of restitution ordered if that amount is less than
22 \$200,000.

23 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

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

10 EFFECTIVE DATE OF AGREEMENT

11 24. 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 25. 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 26. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

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

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

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

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 27. Defendant understands that the Court and the United States
27 Probation and Pretrial Services Office are not parties to this
28 agreement and need not accept any of the USAO's sentencing

1 recommendations or the parties' agreements to facts or sentencing
2 factors.

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

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

NO ADDITIONAL AGREEMENTS

1
2 30. Defendant understands that, except as set forth herein,
3 there are no promises, understandings, or agreements between the USAO
4 and defendant or defendant's attorney, and that no additional
5 promise, understanding, or agreement may be entered into unless in a
6 writing signed by all parties or on the record in court.

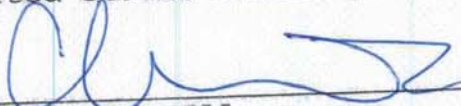
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

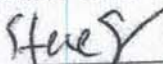
11 AGREED AND ACCEPTED

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

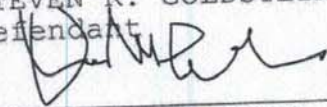
14 NICOLA T. HANNA
15 United States Attorney

16 
17 CHARLES E. PELL
Assistant United States Attorney
Santa Ana Branch Office

11/25/2020
Date

18 
19 STEVEN R. GOLDSTEIN
20 Defendant

11-25-2020
Date

21 
22 DANA MICHAEL COLE
Attorney for Defendant STEVEN R.
GOLDSTEIN

11/25/20
Date

CERTIFICATION OF DEFENDANT

23
24 I have read this agreement in its entirety. I have had enough
25 time to review and consider this agreement, and I have carefully and
26 thoroughly discussed every part of it with my attorney. I understand
27 the terms of this agreement, and I voluntarily agree to those terms.
28 I have discussed the evidence with my attorney, and my attorney has

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

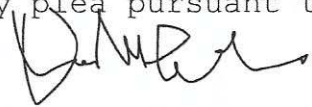
13 Stacy
14 STEVEN R. GOLDSTEIN
15 Defendant

11-25-2020
Date

16 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

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

3 

11/25/20

Date

4 DANA MICHAEL COLE
5 Attorney for Defendant STEVEN R.
6 GOLDSTEIN

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