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8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
10

11 UNITED STATES OF AMERICA,
12
13 Plaintiff,
14 v.

15 DANIEL ARUSHANOV,
aka Daniel Arushanova,
16 aka Danil Arushanova,
17 Defendant.

CASE NO. 2:20-cr-00059-KJM
PLEA AGREEMENT

18
19 I. INTRODUCTION

20 A. Scope of Agreement.

21 The information in this case charges the defendant with violation of 18 U.S.C. § 912 –
22 Impersonating an Officer or Employee of the United States. This document contains the complete plea
23 agreement between the United States Attorney’s Office for the Eastern District of California (the
24 “government”) and the defendant regarding this case. This plea agreement is limited to the United
25 States Attorney’s Office for the Eastern District of California and cannot bind any other federal, state, or
26 local prosecuting, administrative, or regulatory authorities.

27 B. Court Not a Party.

28 The Court is not a party to this plea agreement. Sentencing is a matter solely within the

1 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
2 concerning the criminal activities of defendant, including activities which may not have been charged in
3 the information. The Court is under no obligation to accept any recommendations made by the
4 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
5 including the statutory maximum stated in this plea agreement.

6 If the Court should impose any sentence up to the maximum established by the statute, the
7 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all
8 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,
9 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence he will
10 receive.

11 II. DEFENDANT'S OBLIGATIONS

12 A. Guilty Plea.

13 The defendant will plead guilty to the sole count in the information: Impersonating an Officer or
14 Employee of the United States, in violation of 18 U.S.C. § 912. The defendant agrees that he is in fact
15 guilty of these charges and that the facts set forth in the Factual Basis for Plea attached hereto as Exhibit
16 A are accurate.

17 The defendant agrees that this plea agreement will be filed with the Court and become a part of
18 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his
19 plea(s) should the Court not follow the government's sentencing recommendations.

20 The defendant agrees that the statements made by him in signing this Agreement, including the
21 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
22 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a
23 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)
24 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this
25 Agreement generally.

26 1. Waiver of Indictment:

27 The defendant acknowledges that under the United States Constitution he is entitled to be
28 indicted by a grand jury on the charges to which he is pleading guilty and that pursuant to Fed.R.Crim.P.

1 7(b) he agrees to waive any and all rights he has to being prosecuted by way of indictment to the charges
2 set forth in the information. The defendant agrees that at a time set by the Court, he will sign a written
3 waiver of prosecution by Indictment and consent to proceed by Information rather than by Indictment.

4 **B. Sentencing Recommendation.**

5 The defendant will recommend that the defendant be sentenced within the applicable guideline
6 range as determined by the Court. The defendant agrees that this sentencing recommendation
7 constitutes a reasonable sentence. The defendant acknowledges that if the defendant requests or
8 suggests in any manner a different sentence than what is called for under the advisory guideline range as
9 determined by the Court, that will be considered a violation of the plea agreement.

10 **C. Fine.**

11 The parties agree that no fine is appropriate in this case.

12 **D. Special Assessment.**

13 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
14 a check or money order payable to the United States District Court to the United States Probation Office
15 immediately before the sentencing hearing. If the defendant is unable to pay the special assessment at
16 the time of sentencing, he agrees to earn the money to pay the assessment, if necessary by participating
17 in the Inmate Financial Responsibility Program. The defendant understands that this plea agreement is
18 voidable at the option of the government if he fails to pay the assessment either immediately before the
19 sentencing hearing or through participation in the Inmate Financial Responsibility Program.

20 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

21 If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw
22 his plea, this plea agreement is voidable at the option of the government. If the government elects to
23 void the agreement based on the defendant's violation, the government will no longer be bound by its
24 representations to the defendant concerning the limits on criminal prosecution and sentencing as set
25 forth herein. A defendant violates the plea agreement by committing any crime or providing or
26 procuring any statement or testimony which is knowingly false, misleading, or materially incomplete in
27 any litigation or sentencing process in this case, or engages in any post-plea conduct constituting
28 obstruction of justice. Varying from stipulated Guidelines application or agreements regarding

1 arguments as to 18 United States Code section 3553, as set forth in this agreement, personally or through
2 counsel, also constitutes a violation of the plea agreement. The government also shall have the right (1)
3 to prosecute the defendant on any of the counts to which he pleaded guilty; (2) to reinstate any counts
4 that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that would
5 otherwise be barred by this plea agreement. The defendant shall thereafter be subject to prosecution for
6 any federal criminal violation of which the government has knowledge. The decision to pursue any or
7 all of these options is solely in the discretion of the United States Attorney's Office.

8 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
9 defenses that the defendant might have to the government's decision. Any prosecutions that are not
10 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
11 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
12 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
13 The defendant agrees not to raise any objections based on the passage of time with respect to such
14 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
15 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
16 of the date of this plea agreement. The determination of whether the defendant has violated the plea
17 agreement will be under a probable cause standard.

18 In addition, (1) all statements made by the defendant to the government or other designated law
19 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
20 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
21 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
22 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
23 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
24 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
25 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

26 **III. THE GOVERNMENT'S OBLIGATIONS**

27 **A. Dismissals/Other Charges.**

28 The government agrees to move, at the time of sentencing, to dismiss without prejudice the

1 remaining counts in the pending complaint. The government also agrees not to reinstate any dismissed
2 count except if this agreement is voided as set forth herein, or as provided in paragraphs II.E (Violation
3 of Plea Agreement by Defendant/Withdrawal of Plea(s), and VII.B (Waiver of Appeal and Collateral
4 Attack) herein.

5 **B. Recommendations.**

6 1. Incarceration Range.

7 The government will recommend that the defendant be sentenced within the applicable
8 guideline range as determined by the Court.

9 2. Acceptance of Responsibility.

10 The government will recommend a two-level reduction (if the offense level is less than
11 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if
12 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §
13 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of
14 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging
15 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
16 preparation of the pre-sentence report or during the sentencing proceeding.

17 **C. Use of Information for Sentencing.**

18 The government is free to provide full and accurate information to the Court and Probation,
19 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
20 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also
21 understands and agrees that nothing in this Plea Agreement bars the government from defending on
22 appeal or collateral review any sentence that the Court may impose.

23 **IV. ELEMENTS OF THE OFFENSE**

24 At a trial, the government would have to prove beyond a reasonable doubt the following
25 elements of the offense to which the defendant is pleading guilty:

26 **A. Impersonating an Officer or Employee of the United States, in violation of 18 U.S.C.**
27 **§ 912.**

28 The elements of Impersonation an Officer or Employee of the United States, in violation of 18

1 U.S.C. § 912, are as follows:

2 First, the defendant falsely pretended to be an officer or employee acting under the authority of
3 the United States, to wit a Special Agent with the F.B.I.; and

4 Second, the defendant acted as such.

5 The defendant fully understands the nature and elements of the crimes charged in the information
6 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with
7 his attorney.

8 **V. MAXIMUM SENTENCE**

9 **A. Maximum Penalty.**

10 The maximum sentence that the Court can impose is three (3) years of incarceration, a fine of
11 \$250,000, a one (1) year period of supervised release and a special assessment of \$100.

12 **B. Violations of Supervised Release.**

13 The defendant understands that if he violates a condition of supervised release at any time during
14 the term of supervised release, the Court may revoke the term of supervised release and require the
15 defendant to serve up to one (1) additional year imprisonment.

16 **VI. SENTENCING DETERMINATION**

17 The defendant understands that the Court must consult the Federal Sentencing Guidelines and
18 must take them into account when determining a final sentence. The defendant understands that the
19 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the
20 Sentencing Guidelines and must take them into account when determining a final sentence. The
21 defendant further understands that the Court will consider whether there is a basis for departure from the
22 guideline sentencing range (either above or below the guideline sentencing range) because there exists
23 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
24 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further
25 understands that the Court, after consultation and consideration of the Sentencing Guidelines, must
26 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

27 The parties agree that the application of the United States Sentencing Guidelines to the
28 defendant's case results in a reasonable sentence. The parties agree that under this plea agreement, both

1 the government and the defendant are obligated to recommend a sentence within the applicable
2 guidelines range, as determined by the Court. Neither party will request that the Court apply the
3 sentencing factors under 18 U.S.C. § 3553 or any relevant conduct to arrive at a different sentence than
4 that called for under the Sentencing Guidelines' advisory guideline range as determined by the Court.
5 The defendant acknowledges that if the defendant requests or suggests in any manner a different
6 sentence than what is called for under the advisory guideline range as determined by the Court, that will
7 be considered a violation of the plea agreement. The government's remedies and remaining obligations
8 in this agreement shall be as outlined in paragraph II.E, above.

9 **VII. WAIVERS**

10 **A. Waiver of Constitutional Rights.**

11 The defendant understands that by pleading guilty he is waiving the following constitutional
12 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
13 be assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative
14 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of
15 conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to
16 testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be
17 compelled to incriminate himself.

18 **B. Waiver of Appeal and Collateral Attack.**

19 The defendant understands that the law gives the defendant a right to appeal his guilty plea,
20 conviction, and sentence. The defendant agrees as part of his plea(s), however, to give up the right to
21 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
22 exceed the statutory maximum for the offense to which he is pleading guilty. The defendant
23 understands that this waiver includes, but is not limited to, any and all constitutional and/or legal
24 challenges to the defendant's conviction and guilty plea, including arguments that the statutes to which
25 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts
26 attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant
27 specifically gives up the right to appeal any order of restitution the Court may impose.

28 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if

1 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the
2 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant
3 understands that these circumstances occur infrequently and that in almost all cases this Agreement
4 constitutes a complete waiver of all appellate rights.

5 In addition, regardless of the sentence the defendant receives, the defendant also gives up any
6 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any
7 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

8 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
9 attempts to vacate his plea(s), dismiss the underlying charges, or modify or set aside his sentence on any
10 of the counts to which he is pleading guilty, the government shall have the rights set forth in Section II.E
11 herein.

12 **C. Waiver of Attorneys' Fees and Costs.**

13 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
14 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
15 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
16 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
17 charges previously dismissed).

18 **D. Impact of Plea on Defendant's Immigration Status.**

19 Defendant recognizes that pleading guilty may have consequences with respect to his
20 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
21 are removable offenses, including offense to which the defendant is pleading guilty. The charge to
22 which the defendant is pleading guilty may in some cases be classified as an aggravated felony under 8
23 U.S.C. § 1101(a)(43), and if it is classified as an aggravated felony and the defendant is not a citizen of
24 the United States, while there may be arguments that defendant can raise in immigration proceedings to
25 avoid or delay removal, it is virtually certain that defendant will be removed. Removal and other
26 immigration consequences are the subject of a separate proceeding, however, and defendant understands
27 that no one, including his attorney or the district court, can predict to a certainty the effect of his
28 conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty

1 regardless of any immigration consequences that his plea may entail, even if the consequence is his
2 automatic removal from the United States.

3 **VIII. ENTIRE PLEA AGREEMENT**

4 Other than this plea agreement, no agreement, understanding, promise, or condition between the
5 government and the defendant exists, nor will such agreement, understanding, promise, or condition
6 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and
7 counsel for the United States.

8 **IX. APPROVALS AND SIGNATURES**

9 **A. Defense Counsel.**

10 I have read this plea agreement and have discussed it fully with my client. The plea agreement
11 accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to
12 plead guilty as set forth in this plea agreement.

13 Dated: 4-10-2020



MEGAN HOPKINS
Attorney for Defendant

16 **B. Defendant:**

17 I have read this plea agreement and carefully reviewed every part of it with my attorney. I
18 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully
19 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my
20 case. No other promises or inducements have been made to me, other than those contained in this plea
21 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.
22 Finally, I am satisfied with the representation of my attorney in this case.

23 Dated:

24 30 March 2020


DANIEL ARUSHANOV
Defendant

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EXHIBIT "A"

Factual Basis for Plea

On or about February 11, 2020, Daniel ARUSHANOV entered the lobby of a Red Roof Inn in Sacramento, California, in the State and Eastern District of California. ARUSHANOV identified himself to the employee working at the front desk of the hotel as a Special Agent with the Federal Bureau of Investigation ("FBI") and said he was engaged in an investigation into child prostitution. ARUSHANOV requested a copy of the hotel guest list. When the hotel employee asked to see his badge, ARUSHANOV did not provide one and instead showed what appeared to be a picture of himself on his phone. ARUSHANOV repeatedly told the employee that he was with the FBI. Eventually, the employee gave ARUSHANOV a copy of the hotel guest list, and ARUSHANOV circled three names on the guest list.

A security guard working at the Red Roof Inn also asked ARUSHANOV for his badge. ARUSHANOV told the security guard that he was an FBI agent working on an underage prostitution sting at the hotel. When the security guard asked to see ARUSHANOV's credentials, ARUSHANOV walked outside to his car and returned with an iPad which was open to the webpage for the FBI. ARUSHANOV told the security guard that he could call the phone number listed on the webpage for the FBI to confirm that ARUSHANOV was, in fact, with the FBI. The security guard called the FBI to report that ARUSHANOV was claiming to be an FBI agent but refusing to show his credentials. The Security Guard informed ARUSHANOV that he was going to call Sacramento County Sherriff's Department to report the incident, and ARUSHANOV left the scene.

I have read and carefully reviewed the above Factual Basis for my plea with my attorney. I agree that as it concerns my conduct, it is correct.

DATED: 30 March 2020



DANIEL ARUSHANOV,
Defendant