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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION  
13

14 UNITED STATES OF AMERICA, ) NO. CR 13 – 169 CRB  
15 Plaintiff, ) PLEA AGREEMENT  
16 v. )  
17 FEDERICO R. BUENROSTRO, JR., )  
aka Fred Buenrostro, )  
18 Defendant. )  
19

20  
21 I, FEDERICO R. BUENROSTRO, JR., aka Fred Buenrostro, and the United States Attorney’s  
22 Office for the Northern District of California (hereafter “the government”) enter into this written plea  
23 agreement (the “Agreement”) pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of  
24 Criminal Procedure:

25 The Defendant’s Promises

26 1. I agree to plead guilty to the charge in the captioned Superseding Information charging  
27 me with conspiracy to commit bribery and honest services fraud and to defraud the United States, in  
28 violation of 18 U.S.C. § 371. I agree that the elements of conspiracy to commit bribery and honest

1 services fraud and to defraud the United States are as follows:

2 (1) Beginning no later than 2005 and ending in or about December 2013, there was an  
3 agreement between two or more persons to commit an offense against the United States, specifically  
4 bribery and honest services fraud, and to defraud the United States for purpose of obstructing or  
5 attempting to obstruct the lawful functions of a specific government agency (here, the Securities and  
6 Exchange Commission ("SEC"), United States Postal Inspection Service ("USPIS"), and the Federal  
7 Bureau of Investigation ("FBI")) by craft, trickery, deceit, or dishonest means;

8 (2) The defendant became a member of the conspiracy knowing of at least one of its objects  
9 and intending to help accomplish it; and,

10 (3) One of the members of the conspiracy performed at least one overt act for the purpose of  
11 carrying out the conspiracy, with the jury agreeing on the commission of at least one particular overt act.

12 I agree that the maximum penalties for a violation of 18 U.S.C. § 371 are as follows:

- 13 a. Maximum prison term Five (5) years
- 14 b. Maximum fine \$250,000 or twice the gross gain or  
15 loss, whichever is greater
- 16 c. Maximum supervised release term Three years
- 17 d. Restitution To Be Determined
- 18 e. Mandatory special assessment \$100

19 2. I agree that I am guilty of the offense to which I am pleading guilty, and I agree that the  
20 following facts are true:

21 Summary

22 Beginning no later than 2005 and continuing to at least December 2013, I did knowingly and  
23 intentionally conspire with Alfred J. Villalobos ("Villalobos") and others to commit offenses against the  
24 United States in the Northern District of California, that is,

- 25 a. to corruptly accept bribes;
- 26 b. to devise and intend to devise a scheme and artifice to defraud the citizens of the State of  
27 California of their right to my honest services;

28 and did knowingly and intentionally conspire with Villalobos and others to defraud the United States

1 through deceit, craft, trickery, and dishonest means for the purpose of attempting to defeat and obstruct  
2 the lawful functions of the SEC, USPIS, and FBI, in the oversight and enforcement of the laws relating  
3 to the offer, sale, and purchase of securities, and other federal criminal laws.

4 My Powers and Duties as CEO of CalPERS

5 From or about December 1, 2002, until on or about May 12, 2008, I served in a position of trust  
6 as the Chief Executive Officer (“CEO”) of the California Public Employees Retirement System  
7 (“CalPERS”). After I was relieved of my duties as CEO, I continued to work as a state employee for  
8 CalPERS until my retirement on or about June 30, 2008. Throughout that period, CalPERS was  
9 headquartered in Sacramento, California, and maintained offices throughout California, including within  
10 the Northern District of California.

11 I understand and am aware that CalPERS was an entity created by the State of California that,  
12 among other duties and obligations, operated the pension benefit system and health care benefit  
13 programs for current and former employees of the State of California and other public entities in  
14 California, including residents in the Northern District of California. Beginning as early as on or about  
15 June 2006 and continuing through at least on or about June 30, 2008, CalPERS received yearly benefits  
16 during each and every three and hundred and sixty-five (365) day period in excess of \$10,000 under a  
17 Federal program involving a grant, contract, subsidy, loan, guarantee or other form of federal assistance.

18 As CEO, the highest ranking officer with powers and duties directly delegated from the  
19 CalPERS Board of Administration, I was responsible for, among other things, the administration of  
20 CalPERS’ financial affairs, including the operations of CalPERS’ investment staff and was entrusted  
21 with, among other things, confidential, internal, and proprietary information relating to CalPERS’  
22 ongoing investments and prospective investment decisions in connection with CalPERS’ administration  
23 of billions of dollars in assets.

24 Based on my position as an officer and employee of CalPERS, I owed a duty of loyalty to the  
25 State of California, and its citizens, free from deceit, self-enrichment, concealment, and conflict between  
26 my personal interests and the interests of the State of California. Specifically, as CEO of CalPERS, I  
27 understood and was aware that I owed the State of California and its citizens a duty to, among other  
28 things:

- 1 (a) refrain from using my official position or office to obtain personal benefit for myself or a  
2 family member, pursuant to California Penal Code § 68, and California Code of Regulations,  
3 Title 2, § 558;
- 4 (b) refrain from soliciting or receiving a thing of value for myself or a family member for the  
5 purpose of influencing official action, pursuant to California Penal Code § 68 and California  
6 Code of Regulations, Title 2, § 558;
- 7 (c) maintain the confidentiality of information relating to the operations of CalPERS, pursuant to  
8 California Government Code § 1098 and California Code of Regulations, Title 2, § 558;
- 9 (d) refrain from engaging in any employment, activity, and enterprise that was clearly  
10 inconsistent, incompatible, in conflict with, or inimical to my duties as a state officer or  
11 employee, pursuant to California Government Code § 19990 and California Code of Regulations,  
12 Title 2, § 558; and,
- 13 (e) disclose, and not conceal, personal financial interests, the nature and amount of income  
14 received, and other material financial information, pursuant to California Government Code §  
15 19990 and California Code of Regulations, Title 2, § 558.

16 Corrupt Relationship with Alfred J. Villalobos

17 I had come to know Villalobos when he had served on the CalPERS Board from approximately  
18 1992 to approximately 1995. After leaving the Board, Villalobos eventually founded the business that I  
19 came to know as ARVCO. Villalobos operated ARVCO as a placement agent that solicited investments  
20 by public pension funds into private equity funds. Early in my tenure as CEO, I came to learn that  
21 ARVCO was typically paid an agreed-upon fee based on the percentage of the total dollar amount  
22 invested into its client's private equity fund by the public pension fund.

23 Beginning no later than 2005 and continuing during and after my tenure as CEO and as a state  
24 employee with CalPERS, Villalobos provided, and I accepted, items of value, including money, gifts,  
25 domestic and international travel, meals, entertainment, and other benefits in order to influence and  
26 reward me in exchange for the exercise of my powers and duties as CEO over CalPERS' financial  
27 transactions, investment operations, and internal deliberations for the benefit of Villalobos.

28 In or about November 2004, Villalobos hosted my wedding at Villalobos' home in Nevada and

1 paid for my wedding-related expenses.

2 In approximately 2005, I observed Villalobos provide valuable casino chips to certain (now  
3 former) members of the CalPERS Board as well as my wife before the Board considered a proposal  
4 from Health Care Company No. 1 in connection with CalPERS' healthcare benefit program. In October  
5 2005, I was present when two of these (now former) Board members, who sat on the Board's Health  
6 Benefits Committee, voted to recommend to the full CalPERS Board that Health Care Company No. 1  
7 take over CalPERS' pharmacy benefits program. The full Board, including all three of the (now former)  
8 Board members who received the casino chips, later voted to adopt the Committee's recommendation  
9 and award the pharmacy benefits contract to Health Care Company No. 1.

10 In or about 2005, Villalobos paid for me to stay approximately two nights at Harvey's Resort and  
11 Casino in Nevada. In or about 2006, Villalobos paid for me to stay approximately one night at Harrah's  
12 Lake Tahoe Resort and Casino in Nevada. In or about November 2006, Villalobos paid for my first  
13 class airfare, hotel accommodations, meals, and entertainment as Villalobos accompanied me in my  
14 official capacity as CalPERS' CEO to a series of business meetings in Dubai, Hong Kong, and Macau. I  
15 had a fiduciary duty and legal obligation as sitting CEO of CalPERS to refuse and disclose these offers  
16 and benefits to CalPERS, but I did not do so because Villalobos and I had agreed that such disclosures  
17 were likely to reveal our ongoing corrupt relationship.

18 Beginning in or about 2007, Villalobos made, and I accepted, the first in a series of cash bribes.  
19 Thereafter, Villalobos made, and I accepted, at least two more cash payments. Throughout this period, I  
20 continued to provide Villalobos with access to CalPERS' confidential information relating to  
21 investments and other proprietary matters while also continuing my efforts to influence the CalPERS  
22 investment staff and CalPERS Board, as directed by Villalobos, on matters including the funds selected  
23 for investment and the amounts to be invested in such funds, to benefit Villalobos and his current and  
24 prospective clients, investment consultants and other associates. By end of approximately 2007,  
25 Villalobos had made, and I had accepted, bribes totaling approximately \$200,000 in cash, all of which  
26 was delivered directly to me in the Hyatt Hotel in downtown Sacramento across from the Capitol.  
27 Villalobos delivered the first two payments of approximately \$50,000 each in a paper bag, while the last  
28 installment of approximately \$100,000 was delivered in a shoebox. In making the first payment,

1 Villalobos advised me to refrain from depositing the funds in any increments of more than \$10,000 in  
2 order to avoid the creation of a report by the depositing bank. In addition, when he delivered the  
3 shoebox containing approximately \$100,000, Villalobos told me to be sure to “shuffle” the currency  
4 before making any deposit, as the bills were new and appeared to be in sequential order, such that a  
5 deposit of a large number of sequential bills would likely generate a report by the depositing bank. I  
6 used this money to fund my personal expenses and obligations.

7 My Execution of Apollo Investment Documents for the Benefit of Villalobos and ARVCO

8 In or about January 2008, I met with Villalobos at his request in order to sign a series of  
9 fraudulent documents known as Investor Disclosure letters in connection with CalPERS’ investments in  
10 a series of funds managed by Apollo Global Management (“Apollo”), a private equity firm based in  
11 New York City. In asking me to sign these documents, Villalobos told me that he needed to provide  
12 Apollo with forms signed by a CalPERS representative in order to satisfy Apollo’s record-keeping  
13 obligations under the securities laws and regulations and to ensure ARVCO’s receipt of commission fees  
14 from Apollo. In some cases, Villalobos directed me to date some of the letters, while in other cases, he  
15 directed me to leave certain letters undated.

16 I later learned that Villalobos and ARVCO mailed to Apollo and its lawyers the papers I had  
17 signed in connection with CalPERS’ investments into Apollo’s funds known as Fund VII, Apollo  
18 Investment Europe (“AIE”), Special Opportunities Managed Account (“SOMA”), European Principal  
19 Loan Fund (“EPF”), and Credit Opportunity Fund (“COF”) (referred to collectively hereinafter as  
20 “Apollo-managed funds”). As a result of my execution of these papers for the Apollo-managed funds,  
21 Apollo, upon receiving the executed pages from ARVCO, wired ARVCO approximately \$14 million in  
22 fees between 2008 and 2010.

23 I signed these papers in my capacity as CEO of CalPERS not for the benefit of CalPERS, nor for  
24 the benefit of the citizens of the State of California, but instead to further my corrupt relationship with  
25 Villalobos. In signing these papers that were transmitted to Apollo, Villalobos and I well knew that I had  
26 done no due diligence consistent with my taking official action in my role as CEO on behalf of  
27 CalPERS. At no time, before or after I signed these documents, did I ever confer with CalPERS  
28 investment staff or its Board as to CalPERS’ position regarding, among other things, ARVCO’s role as a

1 placement agent for Apollo, the nature and amount of fees that ARVCO might earn based on the size of  
2 CalPERS' investments into one or more of these Apollo-managed funds, and any legal or other  
3 impediment that might preclude CalPERS' execution of the documents. Before signing, Villalobos had  
4 already told me that a senior member of CalPERS investment staff had already declined to sign the  
5 Investor Disclosure letter for Apollo Fund VII. After I signed the papers presented to me by Villalobos,  
6 Villalobos and I agreed that I would not advise anyone within CalPERS of my meeting with Villalobos  
7 or execution of the documents. Neither Villalobos nor I provided any originals, or copies, of any of  
8 these fraudulent Investor Disclosure letters to any person or entity within CalPERS at any time after I  
9 had executed them in the presence of Villalobos.

10 After executing these documents in January 2008, I continued to provide Villalobos with the  
11 same intimate access to CalPERS' confidential information relating to investments and other proprietary  
12 matters while also continuing my efforts to influence the CalPERS investment staff and CalPERS  
13 Board, as directed by Villalobos. Indeed, on one occasion, in March 2008, I transmitted an email to  
14 Villalobos containing excerpts of a confidential memorandum from the Chairman of CalPERS' Board,  
15 in which I requested Villalobos' assistance and guidance in responding to the issues raised by the  
16 Chairman in his confidential memorandum to me as CEO.

17 My last day as CalPERS' CEO was May 12, 2008. As he had previously promised me,  
18 Villalobos hired me to work for him as a consultant for ARVCO starting on or about July 1, 2008, with  
19 an annual salary of approximately \$300,000. On or about my first day of work at ARVCO, Villalobos  
20 presented me with a check for \$25,000, which I deposited into my bank account on or about July 1,  
21 2008, coinciding with my retirement from state employment. I continued to work for ARVCO, later  
22 becoming a full-time employee, through April 30, 2010, earning in that period of time approximately  
23 \$387,500 in gross salary. I also received a gold Rolex worth more than \$20,000, together with travel,  
24 meals, and entertainment benefits.

25 In or about March 2009, at the request of Villalobos, I made a campaign contribution in the  
26 amount of approximately \$2,400 to a candidate for federal office, and for which I was subsequently  
27 reimbursed in cash by Villalobos.

28 ///

Obstruction of the Government's Investigations

1  
2 I am aware and understand that on or about July 17, 2009, the SEC sent a Section 21(a) inquiry  
3 to ARVCO seeking information about, among other things, its role as a placement agent in connection  
4 with investments by public pension funds into private equity and other investment vehicles. I am also  
5 aware that on or about August 7, 2009, and again on or about September 25, 2009, ARVCO filed reports  
6 with the SEC, notarized and signed under penalty of perjury, in which ARVCO, among other things,  
7 represented that it had obtained the Investor Disclosure letters for the Apollo-managed funds from  
8 CalPERS when, in fact, Villalobos and I had conspired to corruptly create and then execute these letters  
9 as part of our relationship in or about January 2008. I am also aware that between 2009 and 2010, in  
10 response to document requests from the SEC, ARVCO selectively produced documents to the SEC, as  
11 directed by Villalobos. Specifically, Villalobos and I started to take steps to attempt to cover up the  
12 evidence of our corrupt relationship by concealing and destroying records that existed in, among other  
13 places, ARVCO's books and records.

14 On or about March 18, 2010, I appeared for sworn testimony with the SEC at the SEC's offices  
15 in Los Angeles, California. I was asked a series of questions under oath by the SEC, which I declined to  
16 answer on grounds of my constitutional right against self-incrimination, including questions about,  
17 among other things, the nature of my relationship with Villalobos, as well as the nature and  
18 circumstances of the Investor Disclosure letters that I had signed at Villalobos' request and direction.  
19 Shortly thereafter, on or about April 14, 2010, Villalobos provided me a check for \$50,000 premised on  
20 a purported promissory note between Villalobos and myself. Villalobos told me when I signed the  
21 promissory note that the note would likely not be enforced and was necessary in order to avoid creating  
22 suspicion during the ongoing SEC investigation.

23 Meanwhile, between approximately March 18, 2010, and on or about December 27, 2010,  
24 Villalobos and I met and conferred on numerous occasions in anticipation of the time when I would be  
25 required to provide substantive responses to, among other things, the nature of our relationship and the  
26 nature and circumstances of the Investor Disclosure letters that I had signed at Villalobos' direction.  
27 Villalobos provided me with the false statements and representations I was to make about these topics  
28 when next asked about them, including when I might again be placed under oath, knowing that such



1 answers were of interest to, among other entities, the SEC.

2 On or about December 27, 2010, I was asked a series of questions under oath by the State of  
3 California, and among other things, falsely answered certain questions under oath that I knew were of  
4 interest to the SEC as well as other entities, regarding my role in, and knowledge of, the creation,  
5 execution, and transmittal of the fraudulent Investor Disclosure letters, as well as the nature of my  
6 relationship with Villalobos. Villalobos subsequently reviewed the transcript of my testimony and  
7 advised me that I had responded as we had agreed and rehearsed. I am also aware and understand that  
8 on or about November 28, 2011, Villalobos executed a written response to an SEC "Wells" notice in  
9 which he, among other things, (a) adopted the false statements we had rehearsed and I had given during  
10 my December 27, 2010, deposition about the Investor Disclosure letters; and, (b) falsely represented and  
11 concealed his role in the creation, execution, and transmittal of the fraudulent Investor Disclosure letters.

12 On or about February 3, 2012, I appeared for a voluntary interview in San Francisco, California,  
13 with the SEC, the USPIS, the FBI, and United States Attorney's Office ("USAO") in connection with  
14 their ongoing investigations. In response to questions about my role in, and knowledge of, the creation,  
15 execution, and transmittal of the Investor Disclosure letters relating to CalPERS' investments into  
16 Apollo-managed funds in 2007 and 2008, I repeated the same false answers that Villalobos and I had  
17 concocted and rehearsed in 2010 and Villalobos later adopted in his Wells response in 2011. After my  
18 interview, Villalobos and I conferred about, among other things, the true nature and circumstances  
19 surrounding the Investor Disclosure letters that Villalobos had directed me to sign in January 2008.

20 3. I agree to give up all rights that I would have if I chose to proceed to trial, including the  
21 rights to a jury trial with the assistance of an attorney; to confront and cross-examine government  
22 witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth  
23 Amendment claims; to any further discovery from the government; and to pursue any affirmative  
24 defenses and present evidence.

25 4. I agree to give up my right to appeal my conviction, the judgment, and orders of the  
26 Court. I also agree to waive any right I have to appeal any aspect of my sentence, including any orders  
27 relating to forfeiture and or restitution. I also agree to give up any right I may have to appeal my  
28 sentence, except that I reserve my right to appeal an upward departure from the Guideline imprisonment

1 range determined by the Court or an upward variance under 18 U.S.C. § 3553(a).

2 5. I agree not to file any collateral attack on my conviction or sentence, including a petition  
 3 under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was  
 4 ineffective in connection with the negotiation of this Agreement or the entry of my guilty plea. I also  
 5 agree not to seek relief under 18 U.S.C. §3582.

6 6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered. I  
 7 understand that by entering into this Agreement: (a) I agree that the facts set forth in Paragraph 2 of this  
 8 Agreement shall be admissible against me under Fed. R. Evid. 801(d)(2)(A) in any subsequent  
 9 proceeding, including at trial, in the event I violate any of the terms of this Agreement, and (b) I  
 10 expressly waive any and all rights under Fed. R. Crim. 11(f) and Fed. R. Evid. 410 with regard to the  
 11 facts set forth in Paragraph 2 of this Agreement in any such subsequent proceeding. I understand that  
 12 the government will not preserve any physical evidence obtained in this case.

13 7. I agree that the Court will use the Sentencing Guidelines to calculate my sentence. I  
 14 understand that the Court must consult the Guidelines and take them into account when sentencing,  
 15 together with the factors set forth in 18 U.S.C. § 3553(a). I also understand that the Court is not bound  
 16 by the Guidelines calculations below, the Court may conclude that a higher Guidelines range applies to  
 17 me, and, if it does, I will not be entitled, nor will I ask to withdraw my guilty plea. I also agree that  
 18 regardless of the sentence that the Court imposes on me, I will not be entitled, nor will I ask, to  
 19 withdraw my guilty plea. I further agree that the Sentencing Guidelines offense level will be calculated  
 20 as follows and that other than seeking a possible downward departure pursuant to U.S.S.G. § 5K1.1. I  
 21 will not ask for any other adjustment to or reduction in the offense level or for a downward departure. I  
 22 reserve my right to argue for a variance from the Guidelines range determined by the Court based on 18  
 23 U.S.C. § 3553(a) factors. I understand that the government may oppose that argument. The parties have  
 24 reached no agreement regarding my Criminal History Category.

- 25 a. Base Offense Level  
 U.S.S.G. §2C1.1(a)(1): +14
- 26 b. Specific offense characteristics
- 27 More than One Bribe
- 28 U.S.S.G. § 2C1.1(b)(1): +2

1	Value of Benefit Received/To Be Received U.S.S.G § 2C1.1(b)(2); U.S.S.G. § 2B1.1(b)(1) (to be determined at sentencing)	TBD
2		
3	High-Level/Sensitive Public Position U.S.S.G. § 2C1.1(b)(3):	+4
4		
5	c. Obstruction of Justice U.S.S.G. § 3C1.1:	+2
6		
7	d. Acceptance of Responsibility: (If I meet the requirements of U.S.S.G. § 3E1.1, through sentencing, I may be entitled to a three level reduction.)	
8	U.S.S.G. § 3E1.1:	-3
9	e. Adjusted Offense Level	No less than 19

10 8. I agree that regardless of any other provision of this Agreement, the government may and  
11 will provide the Court and the Probation Office with all information relevant to the charged offense and  
12 the sentencing decision.

13 9. I agree to pay restitution for all the losses caused by all the schemes or offenses with  
14 which I was charged in this case, and I agree that the amount of restitution will not be limited to the loss  
15 attributable to the count to which I am pleading guilty, pursuant to 18 U.S.C. § 3663(a)(3). I agree to  
16 pay restitution in an amount to be set by the Court. I agree that any fine, forfeiture, or restitution  
17 imposed by the Court against me will be immediately due and payable and subject to immediate  
18 collection by the government and I understand that the government may seek immediate collection of  
19 the entire fine, forfeiture, or restitution from any assets without regard to any schedule of payments  
20 imposed by the Court or established by the Probation Office. I agree that I will make a good faith effort  
21 to pay any fine, forfeiture, or restitution I am ordered to pay. Before or after sentencing, I will upon  
22 request of the Court, the government, or the Probation Office, provide accurate and complete financial  
23 information, submit sworn statements and give depositions under oath concerning my assets and my  
24 ability to pay, surrender assets I obtained as a result of my crimes, and release funds and property under  
25 my control in order to pay any fine, forfeiture, or restitution. I agree to pay the special assessment at the  
26 time of sentencing.

27 10. I agree to cooperate with the U.S. Attorney's Office before and after I am sentenced. My  
28

1 cooperation will include, but will not be limited to, the following:

- 2 a. I will respond truthfully and completely to any and all questions put to me,  
3 whether in interviews, before a grand jury or at any trial or other proceeding;
- 4 b. I will provide all documents and other material asked for by the government;
- 5 c. I will testify truthfully at any grand jury, court or other proceeding as requested  
6 by the government;
- 7 d. I will surrender any and all assets acquired or obtained directly or indirectly as a  
8 result of my illegal conduct;
- 9 e. I will request continuances of my sentencing date, as necessary, until my  
10 cooperation is completed;
- 11 f. I will not reveal my cooperation, or any information related to it, to anyone  
12 without prior consent of the government; and,
- 13 g. If necessary, I will participate in undercover activities under the supervision of  
14 law enforcement agents or the U.S. Attorney's Office.

15 11. I agree that the government's decision whether to file a motion pursuant to U.S.S.G. §  
16 5K1.1, as described in the government promises section below, is based on its sole and exclusive  
17 decision of whether I have provided substantial assistance and that decision will be binding on me. I  
18 understand that the government's decision whether to file such a motion, or the extent of the departure  
19 recommended by any motion, will not depend on whether convictions are obtained in any case. I also  
20 understand that the Court will not be bound by any recommendation made by the government.

21 12. I agree not to commit or attempt to commit any crimes before sentence is imposed or  
22 before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial release; not  
23 to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the  
24 government; and to comply with any of the other promises I have made in this Agreement. I agree not  
25 to have any contact with any victims or witnesses in this case, either directly or indirectly, before and  
26 after I am sentenced, without the consent of the government. This includes, but is not limited to,  
27 personal contact, telephone, mail, or electronic mail contact, or any other written form of  
28 communication, and includes any harassing, annoying, or intimidating conduct by me directed to any  
victims or witnesses. I agree that the Court may also include this no-contact provision as a condition of

1 my supervised release (or probationary term if applicable) term. I agree that if I fail to comply with any  
2 promises I have made in this Agreement, then the government will be released from all of its promises  
3 in this Agreement, including those set forth in the Government's Promises Section below, but I will not  
4 be released from my guilty plea.

5 13. If I am prosecuted after failing to comply with any promises I made in this Agreement,  
6 then (a) I agree that any statements I made to any law enforcement or other government agency or in  
7 Court, whether or not made pursuant to the cooperation provisions of this Agreement, may be used in  
8 any way; (b) I waive any and all claims under the United States Constitution, Rule 11(f) of the Federal  
9 Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal statute or  
10 rule, to suppress or restrict the use of my statements, or any leads derived from those statements; and (c)  
11 I waive any defense to any prosecution that it is barred by a statute of limitations, if the limitations  
12 period has run between the date of this Agreement and the date I am indicted.

13 14. I agree that this Agreement contains all of the promises and agreements between the  
14 government and me, and supersedes any other agreements, written or oral. No modification of this  
15 Agreement shall be effective unless it is in writing and signed by all parties.

16 15. I agree that the Agreement binds the U.S. Attorney's Office for the Northern District of  
17 California only, and does not bind any other federal, state, or local agency.

18 The Government's Promises

19 16. The government agrees to move to dismiss any open charges pending against the  
20 defendant in the captioned Indictment at the time of sentencing.

21 17. The government agrees not to file any additional charges against the defendant that could  
22 be filed as a result of the investigation that led to the captioned Indictment and the Superseding  
23 Information.

24 18. The government agrees to recommend the Guideline calculations set out above, unless  
25 the defendant violates the terms of the Agreement above or fails to accept responsibility.

26 19. The government agrees not to use any statements made by the defendant pursuant to this  
27 Agreement against him, unless the defendant fails to comply with any promises in this Agreement.

28 20. If, in its sole and exclusive judgment, the government decides that the defendant has

1 cooperated fully and truthfully, provided substantial assistance to law enforcement authorities within the  
2 meaning of U.S.S.G. § 5K1.1, and otherwise complied fully with this Agreement, it will file with the  
3 Court a motion under § 5K1.1 and/or 18 U.S.C. § 3553 that explains the nature and extent of the  
4 defendant's cooperation and recommends a downward departure.


5 The Defendant's Affirmations

6 21. I confirm that I have had adequate time to discuss this case, the evidence, and the  
7 Agreement with my attorney and that my attorney has provided me with all the legal advice that I  
8 requested.

9 22. I confirm that while I considered signing this Agreement, and at the time I signed it, I  
10 was not under the influence of any alcohol, drug, or medicine that would impair my ability to understand  
11 the Agreement.


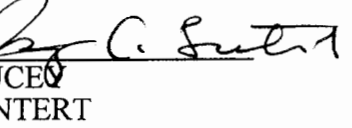
12 23. I confirm that my decision to enter a guilty plea is made knowing the charges that have  
13 been brought against me, any possible defenses, and the benefits and possible detriments of proceeding  
14 to trial. I also confirm that my decision to plead guilty is made voluntarily, and no one coerced or  
15 threatened me to enter into this Agreement.

16  
17 Dated: 7/11/14

  
FEDERICO R. BUENROSTRO, JR.  
aka Fred Buenrostro  
Defendant

MELINDA HAAG  
United States Attorney

18  
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20  
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22  
23 Dated: July 11, 2014


  
TIMOTHY J. LUCEO  
  
PHILIP A. GUENTERT  
Assistant United States Attorneys

24 24. I have fully explained to my client all the rights that a criminal defendant has and all the  
25 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all  
26 the rights my client is giving up by pleading guilty, and, based on the information now known to me, my  
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1 client's decision to plead guilty is knowing and voluntary.

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Dated: 7/11/14

  
WILLIAM J. PORTANOVA  
Attorney for Defendant  
FEDERICO R. BUENROSTRO, JR.  
aka Fred Buenrostro