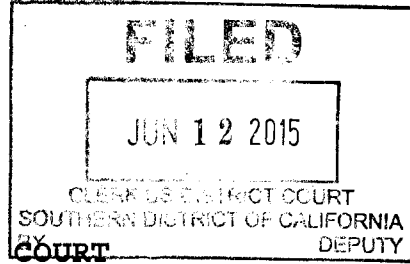


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8 Attorneys for United States of America

9 UNITED STATES DISTRICT COURT  
10 SOUTHERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,  
12  
13 Plaintiff,  
14 v.  
15 TODD BOSNICH,  
16 Defendant.

Case No. 15CR \_\_\_\_\_  
PLEA AGREEMENT

17  
18 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF  
19 AMERICA, through its counsel, Laura E. Duffy, United States Attorney,  
20 and Phillip L.B. Halpern and Emily J. Keifer, Assistant United States  
21 Attorneys, and defendant TODD BOSNICH ("Defendant"), with the advice  
22 and consent of Frank T. Vecchione, counsel for defendant, as follows:

23 I  
24 THE PLEA

25 Defendant agrees to waive indictment and plead guilty to an  
26 Information alleging obstruction of justice, in violation of  
27 Title 18, United States Code, Section 1512(c)(2).

28 //

1 The United States agrees further that it will not prosecute  
2 Defendant for the conduct set forth in the factual basis, below,  
3 unless Defendant breaches the plea agreement or the guilty plea  
4 entered pursuant to this plea agreement is set aside for any reason.  
5 Defendant expressly waives all constitutional and statutory defenses  
6 to the reinstatement of any charges not pursued as a result of this  
7 agreement.

8 II

9 NATURE OF THE OFFENSES

10 A. ELEMENTS EXPLAINED

11 Defendant understands that the offense to which Defendant is  
12 pleading guilty has the following elements:

13 1. The defendant obstructed, influenced, or impeded any  
14 official proceeding, or attempted to do so; and

15 2. The defendant acted corruptly with the intent to  
16 obstruct justice.

17 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

18 Defendant has fully discussed the facts of this case with  
19 defense counsel. Defendant has committed each of the elements of the  
20 crime, and admits that there is a factual basis for this guilty plea.  
21 The following facts are true and undisputed:

22 1. In May 2013, Carl DeMaio ("DeMaio") announced his  
23 intention to run for California's 52nd Congressional District the  
24 following year. In October 2013, Defendant was hired by DeMaio's  
25 campaign to serve as its "Policy Director."

26 2. In May 2014, Defendant was terminated by DeMaio's  
27 campaign. The reason for his termination, as well as the events that  
28 occurred immediately before and after his termination, are contested.

1 Defendant claimed that DeMaio made a series of unwanted sexual  
2 advances towards him in the Spring of 2014, and that when he  
3 complained to DeMaio's campaign manager, he was first marginalized  
4 and later offered a \$50,000 "payment" in exchange for signing a "non-  
5 disclosure" agreement.

6 3. For its part, the DeMaio campaign maintained that  
7 Defendant was terminated not because of a sexual harassment claim,  
8 but because of poor work performance. Specifically, the campaign  
9 asserted that Defendant was first terminated as a paid employee (in  
10 early May 2014) because he issued a report to the media that was both  
11 inaccurate and plagiarized. The Campaign then alleged that Defendant  
12 (on May 24, 2014) was barred from working in any capacity because he  
13 "misappropriated" several internal emails. Finally, the Campaign  
14 asserted that Defendant vandalized its campaign headquarters (on May  
15 28, 2014) after he had been fired for cause.

16 4. Sometime between the late evening of May 27, 2014, and  
17 the early morning of May 28, 2014, an intruder at DeMaio's campaign  
18 headquarters cut telephone cords, broke laptop computers, damaged  
19 office equipment, and stole several items from the office. Among the  
20 items stolen was a notebook containing sensitive campaign  
21 information, as well as the office's cable modem and router.

22 5. On May 29, 2014, Defendant wrote several emails to the  
23 Chief-of-Staff for DeMaio's opponent, Scott Peters. Defendant  
24 initiated contact by sending several internal DeMaio campaign emails  
25 that he received during his time serving as the Campaign's Policy  
26 Director. He also reiterated his claim that DeMaio had sexually  
27 harassed him and threatened to destroy him if he did not stay quiet  
28 about the harassment.

1           6. On May 31, 2014, the Peters' Campaign Chief-of-Staff  
2 delivered the emails received from Defendant to the San Diego Police  
3 Department ("SDPD"). She told the SDPD that the emails arrived  
4 unexpectedly and she decided to give them to the police because: (1)  
5 they included allegations regarding possible threats and sexual  
6 harassment; and (2) she thought there might be some connection  
7 between Defendant's emails and the recent burglary of the DeMaio  
8 campaign office.

9           7. Later that same day, SDPD detectives interviewed  
10 Defendant, who denied any involvement in the burglary. To the  
11 contrary, Defendant told the detectives: (1) he had been harassed by  
12 DeMaio on a number of occasions; (2) that he complained to DeMaio's  
13 Campaign Manager about the harassment; and (3) the Campaign Manager  
14 offered Defendant a job with the San Diego Republican Party if he  
15 would keep silent. In addition, Defendant stated that he was informed  
16 that his career would be destroyed if he spoke to anyone about  
17 DeMaio's harassment.

18           8. On June 2, 2014, Defendant recorded an interview with  
19 a local radio personality. During the interview, Defendant repeated  
20 the allegations he had previously told the detectives. Defendant also  
21 stated for the first time that he had received threatening emails.  
22 Although these emails were allegedly anonymous, Defendant stated that  
23 he was "positive" that DeMaio (or someone closely associated with  
24 DeMaio) was behind the threats. Subsequently, Defendant repeated his  
25 allegations (including the allegedly anonymous threats) to an  
26 increasingly wide array of news media outlets.

27           9. On June 5, 2014, Defendant set up a "dummy" Yahoo  
28 email account (i.e., elimanagment@yahoo.com) from his North County

1 residence. When doing so, Defendant used false identifying  
2 information, including gender and date of birth. After doing so, he  
3 used it (for the first and only time) to send a particularly ugly and  
4 threatening message ("the Threatening Email") to his own personal  
5 email account. The Threatening Email referenced Defendant's  
6 disclosures to Peters' Chief-of-Staff and suggested that the  
7 "anonymous" author of the email would ensure that Defendant never  
8 again worked in politics if Defendant didn't stop making accusations  
9 against DeMaio.

10 10. Defendant's main purpose in sending the Threatening  
11 Email to himself was to bolster his claims that DeMaio was  
12 threatening him to remain silent about the alleged sexual harassment.  
13 In this fashion, Defendant's claims about DeMaio's sexual harassment  
14 appeared not only to be legitimate, but to take on a new and,  
15 perhaps, more sinister context.

16 11. The SDPD notified the San Diego FBI to see if they  
17 were interested in investigating the Threatening Email received by  
18 Defendant and/or the purported sexual harassment of Defendant by  
19 DeMaio. Based upon these allegations, the United States requested an  
20 interview with Defendant.

21 12. On June 16, 2014, FBI Special Agents Alex Murray and  
22 Gabe Ramirez and Assistant U.S. Attorney Phillip L.B. Halpern  
23 interviewed Defendant in the presence of attorneys that Defendant  
24 retained to prepare the filing of a sexual harassment suit against  
25 DeMaio. At the meeting, Defendant was advised that he was being  
26 interviewed as a victim in connection with an investigation into  
27 whether DeMaio had sent or caused the sending of the threatening  
28 emails, which he had discussed with the SDPD and the media.

1           13. In an attempt to provide relevant details concerning a  
2 potential sexual harassment investigation, Defendant reiterated in  
3 detail his prior harassment allegations against DeMaio. Defendant  
4 also detailed his receipt of several "threatening" emails from  
5 anonymous sources, including the Threatening Email from the  
6 "elimanagment" account. During this initial meeting with federal  
7 authorities, Defendant described in detail the Threatening Email (and  
8 later provided a copy to the government).

9           14. At this meeting, Defendant speculated that the author  
10 of the emails was DeMaio or someone associated with his campaign.  
11 Indeed, Defendant stated that DeMaio was fond of sending emails (and  
12 communicating via Twitter) using alias accounts. Defendant stressed  
13 that DeMaio used this tactic quite often. Prior to the conclusion of  
14 this meeting, Defendant was informed that the United States would  
15 continue investigating this matter, which would take some time as  
16 subpoenas and other process had to be issued and returned. Defendant  
17 was also informed that lying to federal agents was a crime and that  
18 he needed to be careful about improperly influencing a federal  
19 investigation.

20           15. During the late summer and early fall, the United  
21 States acted upon the false information provided by Defendant in  
22 following up all available leads related to the Threatening Email.  
23 Among other things, the Grand Jury issued subpoenas attempting to  
24 identify the source of the "threatening" emails.

25           16. On October 17, 2014, at a meeting with FBI Special  
26 Agents Alex Murray and Gabe Ramirez and Assistant U.S. Attorneys  
27 Phillip L.B. Halpern and Emily Keifer, Defendant repeated his claim  
28 that he and his mother received a total of three threatening emails.

1 When questioned specifically about the authorship of these emails,  
2 Defendant falsely asserted several times that he "did not know" who  
3 sent him the Threatening Email. Defendant also stated that he  
4 suspected that the author might have been DeMaio or one of his close  
5 associates.

6 17. Defendant made these false and misleading statements  
7 about the Threatening Email in an attempt to influence the  
8 investigation into DeMaio. In doing so, he acted corruptly as he  
9 recognized that what he was telling the government was inaccurate and  
10 did, in fact, influence a pending official proceeding.

11 III

12 PENALTIES

13 Defendant understands that the crime to which defendant is  
14 pleading guilty carries the following penalties:

- 15 A. a maximum 20 years in prison;  
16 B. a maximum \$250,000 fine, or twice the pecuniary gain or  
17 twice the pecuniary loss, whichever is greatest;  
18 C. a mandatory special assessment of \$100; and  
19 D. a term of supervised release of no more than 3 years.

20 Defendant understands that failure to comply with any of  
21 the conditions of supervised release may result in  
22 revocation of supervised release, requiring defendant to  
23 serve in prison, upon any such revocation, all or part of  
24 the statutory maximum term of supervised release for the  
25 offense that resulted in such term of supervised release;  
26 and

- 27 E. an order from the Court pursuant to 18 U.S.C. § 3663A that  
28 defendant make mandatory restitution to the victim(s) of

1 the offense of conviction, or the estate(s) of the  
2 victims(s). Defendant understands that the Court shall  
3 also order, if agreed to by the parties in this plea  
4 agreement, restitution to persons other than the victim(s)  
5 of the offense of conviction.

6  
7 IV

8 DEFENDANT'S WAIVER OF TRIAL RIGHTS

9 Defendant understands that this guilty plea waives the right to:

- 10 A. Continue to plead not guilty and require the Government to  
11 prove the elements of the crime beyond a reasonable doubt;  
12 B. A speedy and public trial by jury;  
13 C. The assistance of counsel at all stages of trial;  
14 D. Confront and cross-examine adverse witnesses;  
15 E. Testify and present evidence and compel the attendance of  
16 witnesses, pursuant to FRCRP 11(b)(1)(E); and,  
17 F. Not testify or have any adverse inferences drawn from the  
18 failure to testify.

19 V

20 DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE  
21 PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

22 The Government represents that any information establishing the  
23 factual innocence of defendant known to the undersigned prosecutor in  
24 this case has been turned over to defendant. The Government will  
25 continue to provide such information establishing the factual  
26 innocence of defendant.

27 Defendant understands that if this case proceeded to trial, the  
28 Government would be required to provide impeachment information  
relating to any informants or other witnesses. In addition, if  
defendant raised an affirmative defense, the Government would be



1 required to provide information in its possession that supports such  
2 a defense. Defendant acknowledges, however, that by pleading guilty  
3 defendant will not be provided this information, if any, and  
4 defendant also waives the right to this information. Finally,  
5 defendant agrees not to attempt to withdraw the guilty plea or to  
6 file a collateral attack based on the existence of this information.

7 VI

8 **DEFENDANT'S REPRESENTATION THAT GUILTY**  
9 **PLEA IS KNOWING AND VOLUNTARY**

9 Defendant represents that:

- 10 A. Defendant has had a full opportunity to discuss all the  
11 facts and circumstances of this case with defense counsel  
12 and has a clear understanding of the charges and the  
13 consequences of this plea. Defendant understands that, by  
14 pleading guilty, defendant may be giving up, and rendered  
15 ineligible to receive, valuable government benefits and  
16 civic rights, such as the right to vote, the right to  
17 possess a firearm, the right to hold office, and the right  
18 to serve on a jury. Defendant further understands that the  
19 conviction in this case may subject defendant to various  
20 collateral consequences, including but not limited to  
21 deportation, removal or other adverse immigration  
22 consequences; revocation of probation, parole, or  
23 supervised release in another case; debarment from  
24 government contracting; and suspension or revocation of a  
25 professional license, none of which will serve as grounds  
26 to withdraw defendant's guilty plea.
- 27 B. No one has made any promises or offered any rewards in  
28 return for this guilty plea, other than those contained in  
this agreement or otherwise disclosed to the Court.
- 29 C. No one has threatened defendant or defendant's family to  
induce this guilty plea.
- 30 D. Defendant is pleading guilty because in truth and in fact  
defendant is guilty and for no other reason.

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VII  
AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE  
SOUTHERN DISTRICT OF CALIFORNIA

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authorities, although the United States will bring this plea agreement to the attention of other authorities if requested by Defendant.

VIII  
APPLICABILITY OF SENTENCING GUIDELINES

Defendant understands the sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). Defendant understands further that in imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory, and the Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. Defendant understands further that the sentence cannot be determined until a presentence report has been prepared by the U.S. Probation Office and defense counsel and the Government have had an opportunity to review and challenge the presentence report. Nothing in this plea agreement shall be construed as limiting the Government's duty to provide complete and accurate facts to the district court and the U.S. Probation Office.

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IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). Defendant understands that the sentence is within the sole discretion of the sentencing judge. The United States has not made and will not make any representation as to what sentence defendant will receive. Defendant understands that the sentencing judge may impose the maximum sentence provided by statute, and is also aware that any estimate of the probable sentence by defense counsel is a prediction, not a promise, and is not binding on the Court. Likewise, the recommendation made by the United States is not binding on the Court, and it is uncertain at this time what defendant's sentence will be. Defendant also has been advised and understands that if the sentencing judge does not follow any of the parties' sentencing recommendations, defendant nevertheless has no right to withdraw the plea.

X

PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

Although the parties understand that the Guidelines are only advisory and just one of the factors the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the following Base Offense Level, Specific Offense Characteristics, Adjustments and Departures:

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1	1. Base Offense Level [§ 2J1.2(a)]	14
2	2. Substantial Interference with Justice	+ 0
3	[§ 2J1.2(b)(2)]	
4	3. Acceptance of Responsibility [§ 3E1.1]	- 2
5	4. Combination of Circumstances [§ 5K2.0] /	- 4
6	18 U.S.C. § 3553(a) factors	

**ADJUSTED OFFENSE LEVEL 8**

**B. ACCEPTANCE OF RESPONSIBILITY**

Notwithstanding paragraph A.4 above, the United States will not be obligated to recommend any adjustment for Acceptance of Responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility, including, but not limited to, the following:

1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement;
2. Falsely denies prior criminal conduct or convictions;
3. Is untruthful with the United States, the Court or probation officer; or
4. Materially breaches this plea agreement in any way.

**C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553**

The parties agree that Defendant may request or recommend additional downward adjustments, departures (including criminal history departures under USSG § 4A1.3), or sentence reductions under 18 U.S.C. § 3553. The United States may oppose any such downward adjustments, departures and sentence reductions not set forth in Section X, paragraph A above.

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1 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

2 The parties have no agreement as to Defendant's Criminal History  
3 Category.

4 E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

5 The parties agree that the facts in the "factual basis"  
6 paragraph of this agreement are true, and may be considered as  
7 "relevant conduct" under USSG § 1B1.3 and as the nature and  
8 circumstances of the offense under 18 U.S.C. § 3553(a)(1).

9 F. GOVERNMENT'S RECOMMENDATIONS REGARDING CUSTODY

10 The United States will recommend a sentence within the guideline  
11 range.

12 G. SPECIAL ASSESSMENT/FINE

13 1. Special Assessment.

14 The parties will jointly recommend that Defendant pay a special  
15 assessment in the amount of \$100.00 per felony count of conviction to  
16 be paid forthwith at time of sentencing. The special assessment  
17 shall be paid through the office of the Clerk of the District Court  
18 by bank or cashier's check or money order made payable to the "Clerk,  
19 United States District Court."

20 2. Fine.

21 The parties do not recommend imposition of a fine.

22 H. PROBATION OR SUPERVISED RELEASE

23 If the Court imposes a term of probation or supervised release,  
24 Defendant agrees that he will not later seek to reduce or terminate  
25 early the term of probation or supervised release until he has served  
26 at least 2/3 of his term of probation or supervised release and has  
27 fully paid and satisfied any special assessments, fine, criminal  
28 forfeiture judgment, and restitution judgment.

XI

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

A. WAIVER OF RIGHT TO APPEAL CONVICTION

In exchange for the United States' concessions in this plea agreement, Defendant waives, to the full extent of the law, any right to appeal the conviction.

B. WAIVER OF RIGHT TO APPEAL SENTENCE

In addition, Defendant waives, to the full extent of the law, any right to appeal the sentence, unless the Court imposes a custodial sentence above the high end of the guideline range recommended by the United States pursuant to this agreement at the time of sentencing. If the custodial sentence is greater than the high end of that range, Defendant may appeal the sentence only, but the United States will be free to support on appeal the sentence actually imposed.

C. WAIVER OF RIGHT TO COLLATERAL ATTACK

Defendant waives, to the full extent of the law, any right to collaterally attack the conviction and/or sentence, except for a post-conviction collateral attack based on a claim of ineffective assistance of counsel.

D. OBJECTIONS TO UNITED STATES' RECOMMENDATION

If Defendant believes the United States' recommendation is not in accord with this plea agreement, Defendant will object at the time of sentencing; otherwise the objection will be deemed waived.

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1 XII

2 BREACH OF THE PLEA AGREEMENT

3 A. MATERIAL BREACH OF PLEA AGREEMENT

4 Defendant acknowledges, understands, and agrees that if  
5 Defendant violates or fails to perform any of Defendant's obligations  
6 under this agreement, such violation or failure to perform may  
7 constitute a material breach of this agreement.

8 Defendant acknowledges, understands, and agrees further that the  
9 following non-exhaustive list of conduct by Defendant unquestionably  
10 constitutes a material breach of this plea agreement:

- 11 1. Failing to plead guilty pursuant to this agreement,
- 12 2. Withdrawing the guilty plea or attempting to withdraw  
13 the guilty plea,
- 14 3. Failing to fully accept responsibility as established  
15 in Section X, paragraph B, above,
- 16 4. Failing to appear in court,
- 17 5. Failing to abide by any lawful court order related to  
18 this case,
- 19 6. Appealing or collaterally attacking the sentence or  
20 conviction in violation of Section XI of this plea  
21 agreement, or
- 22 7. Engaging in additional criminal conduct from the time  
23 of arrest until the time of sentencing.

24 B. CONSEQUENCES OF BREACH

25 In the event of Defendant's material breach of this plea  
26 agreement, Defendant will not be able to enforce any of its  
27 provisions, and the United States will be relieved of all its  
28 obligations under this plea agreement. For example, the United  
States may pursue any charges including those that were dismissed,  
promised to be dismissed, or not filed as a result of this agreement  
(Defendant agrees that any statute of limitations relating to such

1 charges is tolled as of the date of this agreement; Defendant also  
2 waives any double jeopardy defense to such charges). In addition,  
3 the United States may move to set aside Defendant's guilty plea.  
4 Defendant may not withdraw the guilty plea based on the United  
5 States' pursuit of remedies for Defendant's breach.

6 XIII

7 COMPLETE WAIVER OF PLEA-DISCUSSION EXCLUSION RIGHTS

8 In exchange for the United States' concessions in this  
9 agreement, Defendant agrees that: (i) the stipulated factual basis  
10 statement in this agreement; (ii) any statements made by Defendant,  
11 under oath, at a guilty plea hearing (before either a Magistrate  
12 Judge or a District Judge); and (iii) any evidence derived from such  
13 statements, are admissible against Defendant in the prosecution's  
14 case-in-chief and at any other stage of the proceedings in any  
15 prosecution of or action against Defendant on the current charges  
16 and/or any other charges that the United States may pursue against  
17 Defendant. Additionally, Defendant knowingly, voluntarily, and  
18 intelligently waives any argument under the United States  
19 Constitution, any statute, Federal Rule of Evidence 410, Federal Rule  
20 of Criminal Procedure 11(f), and/or any other federal rule, that  
21 these statements or any evidence derived from these statements should  
22 be suppressed or are inadmissible. Defendant's waiver of the  
23 aforementioned rights is effective as soon as the parties sign this  
24 agreement, and is not contingent upon the Court ultimately accepting  
25 Defendant's guilty plea.

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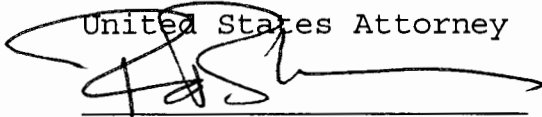




DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and his counsel did not advise him about what to say in this regard.

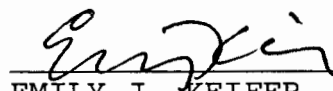
LAURA E. DUFFY  
United States Attorney



PHILLIP L.B. HALPERN  
Assistant U.S. Attorney

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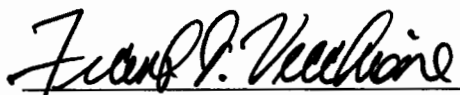
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EMILY J. KEIFER  
Assistant U.S. Attorney

6/8/15

DATED

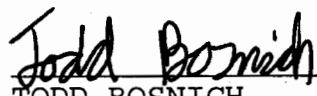


FRANK T. VECCHIONE  
Defense Counsel

6/04/15

DATED

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.



TODD BOSNICH  
Defendant

6/04/15

DATED