

1 NICOLA T. HANNA
 United States Attorney
 2 DENNISE D. WILLETT
 Assistant United States Attorney
 3 Chief, Santa Ana Branch Office
 ROSALIND WANG (Cal. Bar No. 218626)
 4 Assistant United States Attorney
 Santa Ana Branch Office
 5 United States Courthouse
 411 West Fourth Street, Suite 8000
 6 Santa Ana, California 92701
 Telephone: (714) 338-3547
 7 Facsimile: (714) 338-3708
 E-mail: Rosalind.wang@usdoj.gov

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 9 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

SA No. CR 18-123-AG

13 Plaintiff,

14 PLEA AGREEMENT FOR DEFENDANT
ROBERT TINOCO PEREZ

15 v.

16 ROBERT TINOCO PEREZ, et al.,

17 Defendants.

18
 19 1. This constitutes the plea agreement between ROBERT TINOCO
 20 PEREZ ("defendant") and the United States Attorney's Office for the
 21 Central District of California ("the USAO") in the above-captioned
 22 case. This agreement is limited to the USAO and cannot bind any
 23 other federal, state, local, or foreign prosecuting, enforcement,
 24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a) At the earliest opportunity requested by the USAO and
 28 provided by the Court, appear and plead guilty to count one of the

1 indictment in United States v. Robert Perez and William Jason
2 Plumley, SA CR No. 18-123-AG, which charges defendant with
3 Conspiracy to Distribute Controlled Substances, in violation of 21
4 U.S.C. §§ 846, 841(a)(1).

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

6 c) Abide by all agreements regarding sentencing contained
7 in this agreement.

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

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

15 f) Be truthful at all times with the United States
16 Probation and Pretrial Services Office and the Court.

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

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

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

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

26 c. At the time of sentencing, provided that defendant
27 demonstrates an acceptance of responsibility for the offense up to
28 and including the time of sentencing, recommend a two-level

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

5 d. At the time of sentencing, move to dismiss the
6 remaining counts of the indictment as against defendant. Defendant
7 agrees, however, that at the time of sentencing the Court may
8 consider any dismissed charges in determining the applicable
9 Sentencing Guidelines range, the propriety and extent of any
10 departure from that range, and the sentence to be imposed.

11 NATURE OF THE OFFENSE

12 4. Defendant understands that for defendant to be
13 guilty of the crime charged in count one of the indictment, that is,
14 Conspiracy to Distribute Controlled Substances, in violation of
15 Title 21, United States Code, Sections 846, 841(a)(1), the following
16 must be true: (1) beginning on a date unknown and continuing to on
17 or about June 12, 2018, there was an agreement between two or more
18 persons to distribute oxycodone, hydrocodone, and amphetamine salts;
19 and (2) defendant joined in the agreement knowing of its purpose and
20 intending to help accomplish that purpose. Defendant admits that
21 defendant is, in fact, guilty of this offense as described in count
22 one of the indictment.

23 PENALTIES

24 5. Defendant understands that the statutory maximum
25 sentence that the Court can impose for a violation of Title 21,
26 United States Code, Sections 846, 841(a)(1), (b)(1)(C), as charged
27 in count one of the indictment, is: 20 years' imprisonment; a
28 lifetime period of supervised release; a fine of up to \$1,000,000 or

1 twice the gross gain or gross loss resulting from the offense,
2 whichever is greatest; and a mandatory special assessment of \$100.

3 6. Defendant understands that the statutory mandatory
4 minimum sentence that the Court must impose for a violation of Title
5 21, United States Code, Sections 846, 841(a)(1), (b)(1)(C), as
6 charged in count one of the indictment, is a three-year period of
7 supervised release if a term of imprisonment is imposed.

8 7. Defendant understands that supervised release is a
9 period of time following imprisonment during which defendant will be
10 subject to various restrictions and requirements. Defendant
11 understands that if defendant violates one or more of the conditions
12 of any supervised release imposed, defendant may be returned to
13 prison for all or part of the term of supervised release authorized
14 by statute for the offense that resulted in the term of supervised
15 release, which could result in defendant serving a total term of
16 imprisonment greater than the statutory maximum stated above.

17 8. Defendant understands that under 21 U.S.C. § 862a,
18 defendant will not be eligible for assistance under state programs
19 funded under the Social Security Act or Federal Food Stamp Act or
20 for federal food stamp program benefits, and that any such benefits
21 or assistance received by defendant's family members will be reduced
22 to reflect defendant's ineligibility.

23 9. Defendant understands that, by pleading guilty, defendant
24 may be giving up valuable government benefits and valuable civic
25 rights, such as the right to vote, the right to possess a firearm,
26 the right to hold office, and the right to serve on a jury.
27 Defendant understands that once the court accepts defendant's guilty
28 plea, it will be a federal felony for defendant to possess a firearm

1 or ammunition. Defendant understands that the conviction in this
2 case may also subject defendant to various other collateral
3 consequences, including but not limited to revocation of probation,
4 parole, or supervised release in another case and suspension or
5 revocation of a professional license. Defendant understands that
6 unanticipated collateral consequences will not serve as grounds to
7 withdraw defendant's guilty plea.

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

18 FACTUAL BASIS

19 11. Defendant admits that defendant is, in fact, guilty of the
20 offense to which defendant is agreeing to plead guilty. Defendant
21 and the USAO agree to the statement of facts provided below and
22 agree that this statement of facts is sufficient to support a plea
23 of guilty to the charge described in this agreement and to establish
24 the Sentencing Guidelines factors set forth in paragraph 13 below
25 but is not meant to be a complete recitation of all facts relevant
26 to the underlying criminal conduct or all facts known to either
27 party that relate to that conduct.

1 From approximately 2017 and continuing until June 12, 2018,
2 defendant knowingly and intentionally participated in a conspiracy
3 to distribute controlled substances with co-defendant WILLIAM JASON
4 PLUMLEY and other co-conspirators. During this time, defendant was
5 a medical doctor licensed to practice medicine in California.
6 Defendant would issue prescriptions for oxycodone, hydrocodone, and
7 amphetamine salts to PLUMLEY and to third parties. Defendant,
8 PLUMLEY, and the other co-conspirators knew that the prescriptions
9 were issued, and intended that the prescriptions be issued, outside
10 the usual course of professional medical practice and without a
11 legitimate medical purpose. PLUMLEY and the other co-conspirators
12 would then sell the prescriptions or the controlled substances for
13 cash, and share the proceeds with defendant. In furtherance of the
14 conspiracy, the following occurred:

15 On or about December 4, 2017, defendant issued a prescription
16 to the patient name "Kenneth Hall" for 60 pills of 30 mg Adderall
17 (amphetamine salts), knowing that the drugs would not be used by
18 Kenneth Hall. Defendant sold the prescription to PLUMLEY.

19 On or about December 18, 2017, defendant issued a prescription
20 to the patient name "Kenneth Hall" for 90 pills of 30 mg Roxicodone
21 (oxycodone), knowing that the drugs would not be used by Kenneth
22 Hall. Defendant sold the prescription to PLUMLEY for approximately
23 \$700.

24 On December 26, 2017, at defendant's medical clinic in Santa
25 Ana, California, PLUMLEY asked defendant to issue prescriptions to
26 the name of a third-party patient. Defendant instructed PLUMLEY to
27 obtain new patient paperwork filled out with the personal
28 information of that third-party patient. PLUMLEY gave defendant new

1 patient paperwork filled out with the personal information of a
2 fictitious patient, "Gabriel Montoya." Defendant issued to "Gabriel
3 Montoya" one prescription for 120 pills of 30 mg Roxicodone, and one
4 prescription for 60 pills of 30 mg Adderall. Defendant sold the
5 prescriptions to PLUMLEY for at least \$400 cash.

6 On January 11, 2018, at defendant's clinic in Santa Ana,
7 defendant issued two prescriptions to fictitious patient "Dewayne
8 Brooks," one for 130 pills of 10 mg Norco (hydrocodone), and one for
9 60 pills of 30 mg Adderall. Defendant also issued a prescription to
10 "Gabriel Montoya" for 90 pills of 30 mg Roxicodone. Defendant sold
11 the three prescriptions to PLUMLEY for at least \$300 cash.

12 On January 25, 2018, at defendant's clinic in Santa Ana,
13 defendant issued two prescriptions to "Dewayne Brooks," one for 90
14 pills of 30 mg Roxicodone and one for 60 pills of 20 mg Adderall,
15 and a third prescription to "Gabriel Montoya" for 120 pills of 10 mg
16 Norco. Defendant sold the three prescriptions to PLUMLEY for cash.

17 In all of the above transactions, defendant issued the
18 prescriptions knowing that the drugs would not be used for a
19 legitimate medical purpose. Defendant never spoke to or examined
20 anyone purporting to be "Dewayne Brooks" or "Gabriel Montoya."

21 SENTENCING FACTORS

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

1 calculated Sentencing Guidelines range, and that after considering
2 the Sentencing Guidelines and the other § 3553(a) factors, the Court
3 will be free to exercise its discretion to impose any sentence it
4 finds appropriate between the mandatory minimum, if applicable, and
5 up to the maximum set by statute for the crime of conviction.

6 13. Defendant and the USAO agree to the following applicable
7 Sentencing Guidelines factors:

8
9 Base Offense Level: 26 [U.S.S.G. § 2D1.1(c)(7)]
10 Abuse of Position of Trust: +2 [U.S.S.G. § 3B1.3]

11 Defendant and the USAO reserve the right to argue that
12 additional specific offense characteristics, adjustments, and
13 departures under the Sentencing Guidelines are appropriate.
14 Defendant understands that defendant's offense level could be
15 increased if defendant is a career offender under U.S.S.G. §§ 4B1.1
16 and 4B1.2. If defendant's offense level is so altered, defendant
17 and the USAO will not be bound by the agreement to Sentencing
18 Guideline factors set forth above.

19 14. Defendant understands that there is no agreement as to
20 defendant's criminal history or criminal history category.

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

25 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

2 c. The right to be represented by counsel -- and if
3 necessary have the court appoint counsel -- at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel -- and if necessary have the court appoint
6 counsel -- at every other stage of the proceeding.

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

10 e. The right to confront and cross-examine witnesses
11 against defendant.

12 f. The right to testify and to present evidence in
13 opposition to the charges, including the right to compel the
14 attendance of witnesses to testify.

15 g. The right not to be compelled to testify, and, if
16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

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

21 WAIVER OF APPEAL OF CONVICTION

22 17. Defendant understands that, with the exception of an
23 appeal based on a claim that defendant's guilty plea was
24 involuntary, by pleading guilty defendant is waiving and giving up
25 any right to appeal defendant's conviction on the offense to which
26 defendant is pleading guilty. Defendant understands that this
27 waiver includes, but is not limited to, arguments that the statutes
28 to which defendant is pleading guilty are unconstitutional, and any

1 and all claims that the statement of facts provided herein is
2 insufficient to support defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 18. Defendant agrees that, provided the Court imposes a
5 sentence within or below the range corresponding to a total offense
6 level of 25 and the applicable criminal history category as
7 determined by the Court, defendant gives up the right to appeal all
8 of the following: (a) the procedures and calculations used to
9 determine and impose any portion of the sentence; (b) the term of
10 imprisonment imposed by the Court; (c) the fine imposed by the
11 court, provided it is within the statutory maximum; (d) to the
12 extent permitted by law, the constitutionality or legality of
13 defendant's sentence, provided it is within the statutory maximum;
14 (e) the term of probation or supervised release imposed by the
15 Court, provided it is within the statutory maximum; and (f) any of
16 the following conditions of probation or supervised release imposed
17 by the Court: the conditions set forth in General Orders 318 and 18-
18 10 of this Court; the drug testing conditions mandated by 18 U.S.C.
19 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
20 authorized by 18 U.S.C. § 3563(b)(7).

21 19. The USAO agrees that, provided all portions of the
22 sentence are at or above the statutory minimum, if applicable, and
23 at or below the statutory maximum specified above, the USAO gives up
24 its right to appeal any portion of the sentence.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 20. Defendant agrees that if, after entering a guilty plea
27 pursuant to this agreement, defendant seeks to withdraw and succeeds
28 in withdrawing defendant's guilty plea on any basis other than a

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

13 EFFECTIVE DATE OF AGREEMENT

14 21. This agreement is effective upon signature and
15 execution of all required certifications by defendant, defendant's
16 counsel, and an Assistant United States Attorney.

17 BREACH OF AGREEMENT

18 22. Defendant agrees that if defendant, at any time after the
19 signature of this agreement and execution of all required
20 certifications by defendant, defendant's counsel, and an Assistant
21 United States Attorney, knowingly violates or fails to perform any
22 of defendant's obligations under this agreement ("a breach"), the
23 USAO may declare this agreement breached. All of defendant's
24 obligations are material, a single breach of this agreement is
25 sufficient for the USAO to declare a breach, and defendant shall not
26 be deemed to have cured a breach without the express agreement of
27 the USAO in writing. If the USAO declares this agreement breached,
28 and the Court finds such a breach to have occurred, then: (a) if

1 defendant has previously entered a guilty plea pursuant to this
2 agreement, defendant will not be able to withdraw the guilty plea,
3 and (b) the USAO will be relieved of all its obligations under this
4 agreement.

5 23. Following the Court's finding of a knowing breach of this
6 agreement by defendant, should the USAO choose to pursue any charge
7 that was either dismissed or not filed as a result of this
8 agreement, then:

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

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

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

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1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

3 24. Defendant understands that the Court and the United States
4 Probation and Pretrial Services Office are not parties to this
5 agreement and need not accept any of the USAO's sentencing
6 recommendations or the parties' agreements to facts or sentencing
7 factors.

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

24 26. Defendant understands that even if the Court ignores
25 any sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to
27 the maximum established by statute, defendant cannot, for that
28 reason, withdraw defendant's guilty plea, and defendant will remain

1 bound to fulfill all defendant's obligations under this agreement.
2 Defendant understands that no one -- not the prosecutor, defendant's
3 attorney, or the Court -- can make a binding prediction or promise
4 regarding the sentence defendant will receive, except that it will
5 be within the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 27. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the
9 USAO and defendant or defendant's attorney, and that no additional
10 promise, understanding, or agreement may be entered into unless in a
11 writing signed by all parties or on the record in court.

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 28. The parties agree that this agreement will be considered

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1 part of the record of defendant's guilty plea hearing as if the
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED

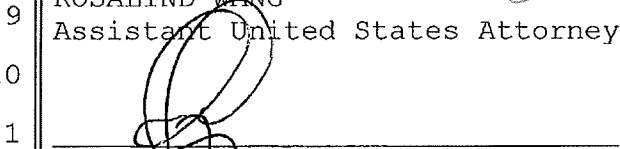
4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA

6 NICOLA T. HANNA
United States Attorney

7 
8 _____

9 ROSALIND WANG
Assistant United States Attorney

1/29/19
Date

10 
11 _____

12 ROBERT TINOCO PEREZ
Defendant

1/28/19
Date

13 
14 _____


15 KATHERINE CORRIGAN
Counsel for Defendant
16 ROBERT TINOCO PEREZ

1/28/19
Date

17 CERTIFICATION OF DEFENDANT

18 I have read this agreement in its entirety. I have had enough
19 time to review and consider this agreement, and I have carefully and
20 thoroughly discussed every part of it with my attorney. I
21 understand the terms of this agreement, and I voluntarily agree to
22 those terms. I have discussed the evidence with my attorney, and my
23 attorney has advised me of my rights, of possible pretrial motions
24 that might be filed, of possible defenses that might be asserted
25 either prior to or at trial, of the sentencing factors set forth in
26 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
27 and of the consequences of entering into this agreement. No
28 promises, inducements, or representations of any kind have been made

1 to me other than those contained in this agreement. No one has
2 threatened or forced me in any way to enter into this agreement. I
3 am satisfied with the representation of my attorney in this matter,
4 and I am pleading guilty because I am guilty of the charge and wish
5 to take advantage of the promises set forth in this agreement, and
6 not for any other reason.

7
8  _____ Date 1/28/19
9 ROBERT TINOCO PEREZ
Defendant

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11 CERTIFICATION OF DEFENDANT'S ATTORNEY


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

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1 decision to enter into this agreement is an informed and voluntary
2 one; and the factual basis set forth in this agreement is sufficient
3 to support my client's entry of a guilty plea pursuant to this
4 agreement.

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6 
KATHERINE CORRIGAN
7 Attorney for Defendant
ROBERT TINOCO PEREZ

1/28/19
Date

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