

1 STEPHANIE S. CHRISTENSEN
 Acting United States Attorney
 2 SCOTT M. GARRINGER
 Assistant United States Attorney
 3 Chief, Criminal Division
 LINDSEY GREER DOTSON (Cal. Bar No. 266973)
 4 RUTH C. PINKEL (Cal. Bar No. 164770)
 THOMAS F. RYBARCZYK (Cal. Bar No. 316124)
 5 Assistant United States Attorneys
 Public Corruption and Civil Rights Section
 6 1500 United States Courthouse
 312 North Spring Street
 7 Los Angeles, California 90012
 Telephone: (213) 894-4443/6077/8452
 8 Facsimile: (213) 894-0141
 E-mail: lindsey.dotson@usdoj.gov
 9 ruth.pinkel@usdoj.gov
 thomas.rybarczyk@usdoj.gov

10 Attorneys for Plaintiff
 11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT
 13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,
 15 Plaintiff,
 16 v.
 17 MARILYN LOUISE FLYNN,
 18 Defendant.

No. CR 2:21-00485-DSF-2
PLEA AGREEMENT FOR DEFENDANT
MARILYN LOUISE FLYNN

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

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DEFENDANT’S OBLIGATIONS

2 2. Defendant agrees to:

3 a. At the earliest opportunity requested by the USAO and
4 provided by the Court, appear and plead guilty to count three of the
5 indictment in United States v. Marilyn Louise Flynn, CR No. 21-485-
6 DSF-2, which charges defendant with Federal Program Bribery in
7 violation of 18 U.S.C. § 666(a)(2).

8 b. Not contest the Factual Basis agreed to in this
9 agreement.

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

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

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

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

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

24 h. Agree to pay a fine of no less than \$100,000.

THE USAO’S OBLIGATIONS

26 3. The USAO agrees to:

27 a. Not contest the Factual Basis agreed to in this
28 agreement.

1 b. Abide by all agreements regarding sentencing contained
2 in this agreement.

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

9 d. At the time of sentencing, provided that defendant
10 demonstrates an acceptance of responsibility for the offense up to
11 and including the time of sentencing, recommend a two-level reduction
12 in the applicable Sentencing Guidelines offense level, pursuant to
13 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
14 additional one-level reduction if available under that section.

15 e. At the time of sentencing, based upon the factors
16 enumerated in 18 U.S.C. § 3553(a), recommend that the sentence
17 imposed by the Court be a probationary sentence that includes as a
18 condition that home confinement substitute for imprisonment. There
19 is no agreement between the parties as to the appropriate term of
20 probation or home confinement.

21 f. At the time of sentencing, recommend a fine of no more
22 than \$150,000.

23 NATURE OF THE OFFENSE

24 4. Defendant understands that for defendant to be guilty of
25 the crime charged in count three, that is, Federal Program Bribery in
26 violation of 18 U.S.C. § 666(a)(2), the following must be true:
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1 a. Mark Ridley-Thomas was an agent of a State or local
2 government, or any agency thereof -- here, the County of Los Angeles
3 ("County");

4 b. Defendant gave, offered, or agreed to give a person
5 anything of value;

6 c. Defendant acted corruptly, that is, intending to
7 influence or reward Mark Ridley-Thomas in connection with any
8 business, transaction, or series of transactions of the County
9 involving anything of value of \$5,000 or more; and

10 d. The County received, in any one-year period, benefits
11 in excess of \$10,000 under a Federal program involving a grant,
12 contract, subsidy, loan, guarantee, insurance, or other form of
13 Federal assistance.

14 PENALTIES

15 5. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of 18 U.S.C. § 666(a)(2)
17 is: 10 years' imprisonment; a three-year period of supervised
18 release; a fine of \$250,000 or twice the gross gain or gross loss
19 resulting from the offense, whichever is greatest; and a mandatory
20 special assessment of \$100.

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

3 7. Defendant understands that, by pleading guilty, defendant
4 may be giving up valuable government benefits and valuable civic
5 rights, such as the right to vote, the right to possess a firearm,
6 the right to hold office, and the right to serve on a jury.
7 Defendant understands that defendant is pleading guilty to a felony
8 and that it is a federal crime for a convicted felon to possess a
9 firearm or ammunition. Defendant understands that the conviction in
10 this case may also subject defendant to various other collateral
11 consequences, including but not limited to revocation of probation,
12 parole, or supervised release in another case and suspension or
13 revocation of a professional license. Defendant understands that
14 unanticipated collateral consequences will not serve as grounds to
15 withdraw defendant's guilty plea.

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

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1 FACTUAL BASIS

2 9. Defendant admits that defendant is, in fact, guilty of the
3 offense to which defendant is agreeing to plead guilty. Defendant
4 and the USAO agree to the statement of facts provided below and agree
5 that this Factual Basis is sufficient to support a plea of guilty to
6 the charge described in this agreement and to establish the
7 Sentencing Guidelines factors set forth in paragraph 11 below but is
8 not meant to be a complete recitation of all facts relevant to the
9 underlying criminal conduct or all facts known to either party that
10 relate to that conduct.

11 Background

12 From approximately 1997 to 2018, defendant was a tenured faculty
13 member at the University of Southern California ("USC") and dean of
14 the USC Suzanne Dworak-Peck School of Social Work ("Social Work
15 School"). USC was a private research university located in the
16 Second District of the County of Los Angeles ("County"), within the
17 Central District of California.

18 Co-defendant MARK RIDLEY-THOMAS ("co-defendant RIDLEY-THOMAS")
19 was a member of the Los Angeles County Board of Supervisors ("Board
20 of Supervisors") for the Second District from approximately 2008 to
21 2020 and served as the Chairman of the Board of Supervisors in or
22 around 2017. The five-member Board of Supervisors was the governing
23 body of the County and had executive, legislative, and quasi-judicial
24 roles. As a Supervisor, co-defendant RIDLEY-THOMAS was a high-level,
25 elected public official and an agent of the County.

26 The County was a local government that received benefits in
27 excess of \$10,000 under a Federal program involving a grant,
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1 contract, subsidy, loan, guarantee, insurance, and other forms of
2 Federal assistance in both 2017 and 2018.

3 USC Telehealth Contract

4 In 2018, defendant was seeking an amendment to an existing
5 contract between USC/the Social Work School and the Los Angeles
6 County Department of Mental Health ("DMH") related to services
7 provided by USC Telehealth ("Telehealth"). Telehealth was a clinic
8 whereby Social Work School students provided online mental health and
9 counseling services to patients referred by the County. USC and the
10 Social Work School received compensation in return for services
11 rendered.

12 In April 2018, co-defendant RIDLEY-THOMAS was aware of
13 defendant's desire to secure an amended Telehealth contract with DMH
14 and the County. Co-defendant RIDLEY-THOMAS also knew that defendant
15 wanted a meeting with County Official 2, a high-level County public
16 official, to facilitate and accelerate the necessary approvals for
17 the amended Telehealth contract.

18 The \$100,000 Payment

19 At co-defendant RIDLEY-THOMAS's request, defendant agreed to
20 have USC serve as a conduit for a \$100,000 payment from co-defendant
21 RIDLEY-THOMAS's campaign account to the Social Work School and to
22 then facilitate a nearly simultaneous \$100,000 payment from USC to
23 the United Ways of California ("United Ways") for the benefit of the
24 Policy, Research & Practice Initiative ("PRPI"). PRPI was a new
25 nonprofit initiative led by co-defendant RIDLEY-THOMAS's son, who had
26 recently and abruptly resigned from his elected position in the
27 California State Assembly.

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1 Co-defendant RIDLEY-THOMAS requested defendant's help in
2 directing the \$100,000 payment during a meeting on April 26, 2018.
3 During that meeting, co-defendant RIDLEY-THOMAS and defendant
4 discussed the \$100,000 payment and PRPI as well as County business
5 that could benefit USC. Both defendant and co-defendant RIDLEY-
6 THOMAS understood that defendant's assistance with the \$100,000
7 payment would further secure co-defendant RIDLEY-THOMAS's support for
8 the amended Telehealth contract, especially by co-defendant RIDLEY-
9 THOMAS facilitating a meeting between defendant and County Official 2
10 for the purpose of having County Official 2 move forward
11 expeditiously with the amended Telehealth contract for USC/the Social
12 Work School.

13 On May 2, 2018, co-defendant RIDLEY-THOMAS caused a letter to be
14 delivered to defendant with a \$100,000 check from his campaign
15 account made payable to the Social Work School. Co-defendant RIDLEY-
16 THOMAS's letter read: "Please find enclosed tangible acknowledgement
17 of the important work of the Suzanne Dworak Peck School of Social
18 Work in Los Angeles and beyond. As Dean, these funds can be used at
19 your discretion in order to best facilitate the impressive policy and
20 practical work of the School and its impact in the community." Upon
21 receipt of these funds, both defendant and co-defendant RIDLEY-THOMAS
22 understood that defendant would facilitate an immediate \$100,000
23 payment from USC to United Ways for the benefit of PRPI and co-
24 defendant RIDLEY-THOMAS's son. Defendant and co-defendant RIDLEY-
25 THOMAS agreed that the \$100,000 payment to USC from his campaign
26 account was to provide USC and defendant with funding to make a
27 \$100,000 payment to United Ways for the benefit of PRPI and co-
28 defendant RIDLEY-THOMAS's son.

1 On May 3, 2018, co-defendant RIDLEY-THOMAS emailed defendant the
2 bank wiring information for United Ways in order to facilitate the
3 \$100,000 payment from USC to United Ways. Co-defendant RIDLEY-THOMAS
4 told defendant that it was "necessary to act with dispatch" to
5 facilitate USC's payment to United Ways "no later than May 15th" so
6 that United Ways/PRPI would have the funds necessary to hire an
7 employee ("Individual 1").

8 On May 4, 2018, co-defendant RIDLEY-THOMAS emailed defendant and
9 asked her to contact a representative for United Ways to assure
10 United Ways that defendant and USC had "begun the funds transfer," in
11 other words, that USC was certain to make the \$100,000 payment to
12 United Ways. Co-defendant RIDLEY-THOMAS sought to assure United Ways
13 that funding for PRPI was in progress so that United Ways would
14 permit PRPI and co-defendant RIDLEY-THOMAS's son to hire Individual
15 1.

16 On May 8, 2018, defendant emailed co-defendant RIDLEY-THOMAS to
17 let him know that the \$100,000 payment had been "cleared" and that
18 the check to United Ways/PRPI would be "overnight mailed." The
19 \$100,000 check from USC to United Ways/PRPI was then delivered via
20 FedEx on or about May 11, 2018.

21 After defendant had informed co-defendant RIDLEY-THOMAS that
22 everything had been "cleared" and the \$100,000 to United Ways/PRPI
23 was forthcoming, defendant met with County Official 2 on May 10, 2018
24 to discuss the amended Telehealth contract. Co-defendant RIDLEY-
25 THOMAS facilitated setting up this meeting. On May 11, 2018, the day
26 the \$100,000 check was delivered to United Ways/PRPI, co-defendant
27 RIDLEY-THOMAS emailed defendant to discuss County business -- in his
28

1 words, to talk about "master contract stuff" and "somehow use
2 yesterday's 'discussion' to advance it 😏 [winking face emoji]."

3 The Concealment and Violation of USC Policy

4 In order for their scheme to succeed, both defendant and co-
5 defendant RIDLEY-THOMAS concealed from USC that co-defendant RIDLEY-
6 THOMAS had directed a \$100,000 payment to USC with the intent that
7 the funds be used to facilitate USC's nearly simultaneous \$100,000
8 payment to United Ways/PRPI. Had this fact been known to USC, USC
9 would not have approved the \$100,000 payment to United Ways/PRPI.

10 Furthermore, in order for defendant to successfully direct the
11 \$100,000 payment to United Ways/PRPI by the desired May 15, 2018
12 deadline set by co-defendant RIDLEY-THOMAS, defendant violated USC
13 Accounting Department policy and improperly used a vendor account at
14 USC to process the \$100,000 payment. Defendant's use of this vendor
15 account violated USC policy because, as defendant knew, United Ways
16 and PRPI were not vendors providing services to USC. Defendant
17 improperly used a vendor account for the purpose of expediting the
18 \$100,000 payment to ensure that the payment could be released from
19 the current fiscal year funds and to meet the May 15, 2018 payment
20 deadline set by co-defendant RIDLEY-THOMAS. Had defendant's
21 violation of USC policy been known to USC, USC would not have
22 approved the \$100,000 payment to United Ways/PRPI.

23 SENTENCING FACTORS

24 10. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have
2 any expectation of receiving a sentence within the calculated
3 Sentencing Guidelines range, and that after considering the
4 Sentencing Guidelines and the other § 3553(a) factors, the Court will
5 be free to exercise its discretion to impose any sentence it finds
6 appropriate up to the maximum set by statute for the crime of
7 conviction.

8 11. Defendant and the USAO agree to the following applicable
9 Sentencing Guidelines factors:

10 Base Offense Level: 12 [U.S.S.G. § 2C1.1(a)(2)]

11 *Specific Offense Characteristics*

12 -Offense Involving Elected +4 [U.S.S.G. § 2C1.1(b)(3)]
13 Official

14 -Value of the Bribe +8 [U.S.S.G. §§ 2C1.1(b)(2),
2B1.1(b)(1)(E)]

15 Subject to paragraph 23 below, defendant and the USAO agree not to
16 seek, argue, or suggest in any way, either orally or in writing, that
17 any other specific offense characteristics, adjustments, or
18 departures relating to the offense level be imposed. Defendant
19 understands that there is no agreement as to defendant's criminal
20 history or criminal history category.

21 12. 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 13. 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 defenses,
19 Fourth Amendment or Fifth Amendment claims, and other pretrial
20 motions that have been filed or could be filed.

21 WAIVER OF APPEAL OF CONVICTION

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

1 the Factual Basis provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

4 15. Defendant agrees that, provided the Court imposes (i) a
5 term of probation or (ii) a total term of imprisonment on all counts
6 of conviction of no more than 12 months and a day, defendant gives up
7 the right to appeal all of the following: (a) the procedures and
8 calculations used to determine and impose any portion of the
9 sentence; (b) the term of imprisonment imposed by the Court; (c) the
10 fine imposed by the Court, provided it is within the statutory
11 maximum; (d) to the extent permitted by law, the constitutionality or
12 legality of defendant's sentence, provided it is within the statutory
13 maximum; (e) the term of probation or supervised release imposed by
14 the Court, provided it is within the statutory maximum; and (f) any
15 of the following conditions of probation or supervised release
16 imposed by the Court: the conditions set forth in Second Amended
17 General Order 20-04 of this Court; the drug testing conditions
18 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
19 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

20 16. Defendant also gives up any right to bring a post-
21 conviction collateral attack on the conviction or sentence, except a
22 post-conviction collateral attack based on a claim of ineffective
23 assistance of counsel, a claim of newly discovered evidence, or an
24 explicitly retroactive change in the applicable Sentencing
25 Guidelines, sentencing statutes, or statutes of conviction.
26 Defendant understands that this waiver includes, but is not limited
27 to, arguments that the statute to which defendant is pleading guilty
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1 is unconstitutional, and any and all claims that the Factual Basis
2 herein is insufficient to support defendant's plea of guilty.

3 17. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above and
5 (b) the Court imposes either (i) a term of imprisonment of no less
6 than one month or (ii) probation that contains a term of no less than
7 24 months of home confinement, the USAO gives up its right to appeal
8 any portion of the sentence.

9 RESULT OF WITHDRAWAL OF GUILTY PLEA

10 18. Defendant agrees that if, after entering a guilty plea
11 pursuant to this agreement, defendant seeks to withdraw and succeeds
12 in withdrawing defendant's guilty plea on any basis other than a
13 claim and finding that entry into this plea agreement was
14 involuntary, then (a) the USAO will be relieved of all of its
15 obligations under this agreement; and (b) should the USAO choose to
16 pursue any charge that was either dismissed or not filed as a result
17 of this agreement, then (i) any applicable statute of limitations
18 will be tolled between the date of defendant's signing of this
19 agreement and the filing commencing any such action; and
20 (ii) defendant waives and gives up all defenses based on the statute
21 of limitations, any claim of pre-indictment delay, or any speedy
22 trial claim with respect to any such action, except to the extent
23 that such defenses existed as of the date of defendant's signing this
24 agreement.

25 EFFECTIVE DATE OF AGREEMENT

26 19. This agreement is effective upon signature and execution of
27 all required certifications by defendant, defendant's counsel, and an
28 Assistant United States Attorney.

BREACH OF AGREEMENT

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2 20. Defendant agrees that if defendant, at any time after the
3 signature of this agreement and execution of all required
4 certifications by defendant, defendant's counsel, and an Assistant
5 United States Attorney, knowingly violates or fails to perform any of
6 defendant's obligations under this agreement ("a breach"), the USAO
7 may declare this agreement breached. All of defendant's obligations
8 are material, a single breach of this agreement is sufficient for the
9 USAO to declare a breach, and defendant shall not be deemed to have
10 cured a breach without the express agreement of the USAO in writing.
11 If the USAO declares this agreement breached, and the Court finds
12 such a breach to have occurred, then: (a) if defendant has previously
13 entered a guilty plea pursuant to this agreement, defendant will not
14 be able to withdraw the guilty plea, and (b) the USAO will be
15 relieved of all its obligations under this agreement.

16 21. Following the Court's finding of a knowing breach of this
17 agreement by defendant, should the USAO choose to pursue any charge
18 that was either dismissed or not filed as a result of this agreement,
19 then:

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

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

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1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND UNITED STATES PROBATION

13 AND PRETRIAL SERVICES OFFICE NOT PARTIES

14 22. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 23. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the calculations in paragraph 11 are
28 consistent with the facts of this case. This paragraph permits both

1 the USAO and defendant to submit full and complete factual
2 information to the United States Probation and Pretrial Services
3 Office and the Court, even if that factual information may be viewed
4 as inconsistent with the Factual Basis or Sentencing Factors agreed
5 to in this agreement.

6 24. Defendant understands that even if the Court ignores any
7 sentencing recommendation, finds facts or reaches conclusions
8 different from those agreed to, and/or imposes any sentence up to the
9 maximum established by statute, defendant cannot, for that reason,
10 withdraw defendant's guilty plea, and defendant will remain bound to
11 fulfill all defendant's obligations under this agreement. Defendant
12 understands that no one -- not the prosecutor, defendant's attorney,
13 or the Court -- can make a binding prediction or promise regarding
14 the sentence defendant will receive, except that it will be within
15 the statutory maximum.

16 NO ADDITIONAL AGREEMENTS

17 25. Defendant understands that, except as set forth herein,
18 there are no promises, understandings, or agreements between the USAO
19 and defendant or defendant's attorney, and that no additional
20 promise, understanding, or agreement may be entered into unless in a
21 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

STEPHANIE S. CHRISTENSEN
Acting United States Attorney

Lindsey Greer Dotson

September 15, 2022

LINDSEY GREER DOTSON
RUTH C. PINKEL
THOMAS F. RYBARCZYK
Assistant United States Attorneys

Date

MARILYN LOUISE FLYNN
Defendant

Date

BRIAN J. HENNIGAN
VICKI I. PODBERESKY
SAMANTHA S. SCHNIER
Attorneys for Defendant MARILYN LOUISE FLYNN

Date

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AGREED AND ACCEPTED

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

STEPHANIE S. CHRISTENSEN
Acting United States Attorney

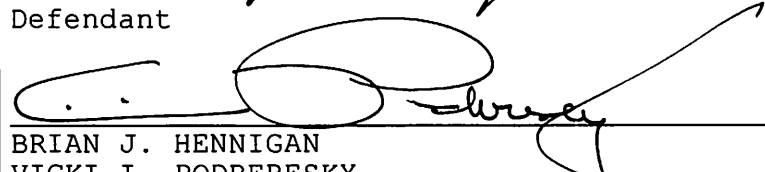
LINDSEY GREER DOTSON
RUTH C. PINKEL
THOMAS F. RYBARCZYK
Assistant United States Attorneys

Date



MARILYN LOUISE FLYNN
Defendant

Date



BRIAN J. HENNIGAN
VICKI I. PODBERESKY
SAMANTHA S. SCHNIER
Attorneys for Defendant MARILYN LOUISE FLYNN

Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



9/15/2022
Date

MARILYN LOUISE FLYNN
Defendant

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///
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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am defendant MARILYN LOUISE FLYNN's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the Factual Basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



BRIAN J. HENNIGAN
VICKI I. PODBERESKY
SAMANTHA S. SCHNIER
Attorneys for Defendant MARILYN LOUISE FLYNN

9/15/2022
Date