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

11 UNITED STATES OF AMERICA,
12 Plaintiff,
13 v.
14 EMMA KLEM,
15 Defendant.

CASE NO. 2:15-CR-00139 JAM
PLEA AGREEMENT

16
17 **I. INTRODUCTION**

18 **A. Scope of Agreement.**

19 The Information in this case charges the defendant Emma Klem (hereinafter “defendant”) with
20 Conspiracy to Commit Bribery and to Commit Identity Fraud in violation of Title 18, United States
21 Code Section 371. This document contains the complete plea agreement between the United States
22 Attorney’s Office for the Eastern District of California (the “government”) and the defendant regarding
23 this case. This plea agreement is limited to the United States Attorney’s Office for the Eastern District
24 of California and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory
25 authorities.

26 **B. Court Not a Party.**

27 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
28 discretion of the Court, and the Court may take into consideration any and all facts and circumstances

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

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

10 **II. DEFENDANT'S OBLIGATIONS**

11 **A. Guilty Plea.**

12 The defendant will plead guilty to the sole count in the Information, charging her with
13 Conspiracy to Commit Bribery and Commit Identity Fraud, in violation of Title 18, United States Code
14 Section 371. The defendant agrees that she is in fact guilty of these charges and that the facts set forth in
15 the Factual Basis for Plea attached hereto as Exhibit A are accurate.

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

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

25 **1. Waiver of Indictment:**

26 The defendant acknowledges that under the United States Constitution she is entitled to be
27 indicted by a grand jury on the charges to which she is pleading guilty and that pursuant to Fed. R. Crim.
28 P. 7(b) she agrees to waive any and all rights she has to being prosecuted by way of indictment to the

1 charges set forth in the Information. The defendant agrees that at a time set by the Court, she will sign a
2 written waiver of prosecution by Indictment and consent to proceed by Information rather than by
3 Indictment.

4 **B. Remand.**

5 The defendant acknowledges that she may be remanded into custody upon the entry of her plea
6 unless, pursuant to 18 U.S.C. § 3143(a)(1), the Court finds by clear and convincing evidence that she is
7 not likely to flee or pose a danger to the safety of any other person or the community. The United States
8 does not oppose the defendant remaining out of custody until the date of her judgment and sentencing
9 provided she does not violate any federal, state, or local laws.

10 **C. Restitution.**

11 The defendant agrees to pay restitution pursuant to 18 U.S.C. § 3663(a)(3) to the California
12 Department of Motor Vehicles and to any person who has been injured or who has suffered property
13 damage as the result of the criminal conduct set forth in this plea agreement and the factual basis of the
14 agreement, including but not limited to the issuance of California driver licenses to individuals who did
15 not pass the requisite examinations for issuance of the licenses. Defendant further agrees that she will
16 not seek to discharge any restitution obligation or any part of such obligation in any bankruptcy
17 proceeding. Payment of restitution shall be by cashier's or certified check made payable to the Clerk of
18 the Court.

19 **D. Fine.**

20 The defendant agrees to pay a fine if ordered by the Court.

21 **E. Special Assessment.**

22 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
23 a check or money order payable to the United States District Court to the United States Probation Office
24 immediately before the sentencing hearing. If the defendant is unable to pay the special assessment at
25 the time of sentencing, she agrees to earn the money to pay the assessment, if necessary by participating
26 in the Inmate Financial Responsibility Program.

1 **F. Violation of Plea Agreement by Defendant/Withdrawal of Plea.**

2 If the defendant, cooperating or not, violates this plea agreement in any way, withdraws her plea,
3 or tries to withdraw her plea, this plea agreement is voidable at the option of the government. The
4 government will no longer be bound by its representations to the defendant concerning the limits on
5 criminal prosecution and sentencing as set forth herein. One way a cooperating defendant violates the
6 plea agreement is to commit any crime or provide any statement or testimony which proves to be
7 knowingly false, misleading, or materially incomplete. Any post-plea conduct by a defendant
8 constituting obstruction of justice will also be a violation of the agreement. The determination whether
9 the defendant has violated the plea agreement will be under a probable cause standard.

10 If the defendant violates the plea agreement, withdraws her plea, or tries to withdraw her plea,
11 the government shall have the right (1) to prosecute the defendant on any of the counts to which she
12 pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this plea agreement; and (3)
13 to file any new charges that would otherwise be barred by this plea agreement. The defendant shall
14 thereafter be subject to prosecution for any federal criminal violation of which the government has
15 knowledge, including perjury, false statements, and obstruction of justice. The decision to pursue any or
16 all of these options is solely in the discretion of the United States Attorney's Office.

17 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
18 defenses that the defendant might have to the government's decision. Any prosecutions that are not
19 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
20 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
21 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
22 The defendant agrees not to raise any objections based on the passage of time with respect to such
23 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
24 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
25 of the date of this plea agreement.

26 In addition, (1) all statements made by the defendant to the government or other designated law
27 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
28 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or

1 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
2 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
3 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
4 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
5 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

6 **G. Asset Disclosure.**

7 The defendant agrees to make a full and complete disclosure of her assets and financial
8 condition, and will complete the United States Attorney's Office's "Authorization to Release
9 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change
10 of plea. The defendant also agrees to have the Court enter an order to that effect. The defendant
11 understands that this plea agreement is voidable at the option of the government if the defendant fails to
12 complete truthfully and provide the described documentation to the United States Attorney's office
13 within the allotted time.

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

15 **A. Recommendations.**

16 1. Incarceration Range.

17 The government will recommend that the defendant be sentenced at the low-end of the
18 applicable guideline range provided that the range is no less than a total offense level of 23. If the total
19 offense level is less than 23, the government will recommend that the defendant be sentenced within the
20 applicable guideline range as determined by the Court.

21 2. Acceptance of Responsibility.

22 The government will recommend a two-level reduction (if the offense level is less than
23 16) or a three-level reduction (if the offense level reaches 16) in the computation of her offense level if
24 the defendant clearly demonstrates acceptance of responsibility for her conduct as defined in U.S.S.G.
25 § 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation
26 of the pre-sentence report, being truthful and candid with the probation officer, and not otherwise
27 engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either
28 in the preparation of the pre-sentence report or during the sentencing proceeding.

1 **B. Use of Information for Sentencing.**

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

7 Further, other than as set forth above, the government agrees that any incriminating information
8 provided by the defendant during her cooperation will not be used in determining the applicable
9 guideline range, pursuant to U.S.S.G. § 1B1.8, unless the information is used to respond to
10 representations made to the Court by the defendant, or on her behalf, that contradict information
11 provided by the defendant during her cooperation.

12 **IV. ELEMENTS OF THE OFFENSE**

13 At a trial, the government would have to prove beyond a reasonable doubt the following
14 elements of the offense to which the defendant is pleading guilty, that is Conspiracy to Commit Bribery
15 and to Commit Identity Fraud, in violation of Title 18, United States Code Section 371:

16 First, beginning no later than May 2013, and continuing through at least March 2015,
17 there was an agreement between two or more persons to commit at least one crime as charged in the
18 Information, that is Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18,
19 United States Code sections 666(a)(1)(B) and 666(a)(2), and Identity Fraud, in violation of Title 18,
20 United States Code section 1028(a)(1);

21 Second, the defendant became a member of the conspiracy knowing of at least one of its
22 objects and intending to help accomplish it; and

23 Third, one of the members of the conspiracy performed at least one overt act for the
24 purpose of carrying out the conspiracy.

25 ///

26 ///

27 ///

1 With respect to the objects of the conspiracy, the elements are as follows:

2 For Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18, United
3 States Code sections 666(a)(1)(B), the elements are as follows:

4 First, at the times alleged in the Information, the defendant was an agent of the California
5 Department of Motor Vehicles;

6 Second, at the times alleged in the Information, the Department of Motor Vehicles
7 received federal benefits in excess of \$10,000;

8 Third, the defendant accepted and agreed to accept something of value from one or more
9 persons;

10 Fourth, the defendant acted corruptly with the intent to be influenced or rewarded in
11 connection with the business and series of transactions of the Department of Motor Vehicles; and

12 Fifth, the value of the business and series of transactions to which the payment was
13 related—to wit, California driver licenses—was at least \$5,000.

14 As used herein, a “thing of value” may be tangible property, intangible property, or
15 services, so long as it has value.

16 For Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18, United
17 States Code sections 666(a)(2), the elements are as follows:

18 First, at the times alleged in the Information, the defendant was an agent of the California
19 Department of Motor Vehicles;

20 Second, at the times alleged in the Information, the Department of Motor Vehicles
21 received federal benefits in excess of \$10,000;

22 Third, one or more persons gave or offered something of value to the defendant;

23 Fourth, the person or persons who gave or offered something of value to the defendant
24 acted corruptly with the intent to influence or reward the defendant in connection with the business and
25 series of transactions of the Department of Motor Vehicles; and

26 Fifth, the value of the business and series of transactions to which the payment was
27 related—to wit, California driver licenses—was at least \$5,000.

1 For Identity Fraud, in violation of Title 18, United States Code section 1028(a)(1), the elements
2 are as follows:

3 First, the defendant knowingly produced an identification document;

4 Second, the defendant produced the identification document without lawful authority;

5 and

6 Third, the identification document (a) was to be issued by or under the authority of the
7 State of California, or a political subdivision of the State, (b) was in or affected commerce between one
8 state and other states; or (c) in the course of production, the identification document was transported in
9 the mail.

10 As used herein, an “identification document” means a document made or issued by or
11 under the authority of the State of California or political subdivision of the State, that, when completed
12 with information concerning a particular individual, is of a type intended or commonly accepted for the
13 purpose of identification of individuals. 18 U.S.C. § 1028(d)(3).

14 The defendant fully understands the nature and elements of the crimes charged in the
15 Information to which she is pleading guilty, together with the possible defenses thereto, and has
16 discussed them with her attorney.

17 **V. MAXIMUM SENTENCE**

18 **A. Maximum Penalty.**

19 The maximum sentence that the Court can impose is five years of incarceration, a fine of
20 \$250,000.00, a three-year period of supervised release and a special assessment of \$100.00. By signing
21 this plea agreement, the defendant also agrees that the Court can order the payment of restitution for the
22 full loss caused by the defendant’s wrongful conduct. The defendant agrees that the restitution order is
23 not restricted to the amounts alleged in the specific count to which she is pleading guilty. The defendant
24 further agrees, as noted above, that she will not attempt to discharge in any present or future bankruptcy
25 proceeding any restitution imposed by the Court.

1 Accordingly, the parties estimate that the offense guideline under U.S.S.G. § 2C1.1 will be used to
2 determine the offense level for Conspiracy To Commit Bribery and to Commit Identity Fraud, in
3 violation of Title 18, United States Code Section 371.

4 2. Base Offense Level: **14**

5 The parties agree that defendant was a public official. U.S.S.G. § 2C1.1(a); U.S.S.G. § 2C1.1,
6 Appl. Note 1(C).

7 3. Multiple Bribes: **+2**

8 The parties agree that defendant was paid and received more than one bribe in connection with
9 the offense conduct. U.S.S.G. § 2C1.1(b)(1).

10 4. Value of Benefit Received In Return for Bribe: **+4/+12**

11 The parties agree that the value of the benefit received in return for payment with respect to the
12 defendant's own conduct within the conspiracy is no less than \$20,000 and no greater than \$400,000.
13 Accordingly, the parties estimate that, under the current version of the guidelines, the base offense level
14 is increased by no less than 4 and no greater than 12 levels. U.S.S.G. § 2C1.1(b)(2); U.S.S.G.
15 § 2B1.1(b)(1)(C)-(G); U.S.S.G. § 2C1.1, Appl. Note 3.

16 5. Government Identification Document: **+2**

17 The parties agree that defendant, as a public official, facilitated others in obtaining a government
18 identification document, to wit, a California issued driver license. U.S.S.G. § 2C1.1(b)(4); U.S.S.G.
19 § 2C1.1, Appl. Note. 1.

20 6. Role in the Offense Adjustment: **0/-2**

21 The defendant is permitted to argue for up to a two-level minor participant mitigating role
22 adjustment under U.S.S.G. § 3B1.2(b). The United States may oppose any such argument. The parties
23 agree that the defendant is not to minimal participant mitigating role adjustment and the United States
24 shall not argue for an aggravating role adjustment under U.S.S.G. § 3B1.1.

25 7. Acceptance of Responsibility: **-3**

26 See paragraph III.A.2 above
27
28

1 **IX. APPROVALS AND SIGNATURES**

2 **A. Defense Counsel.**

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

6 Dated:

HEATHER WILLIAMS
Federal Public Defender

7
8

BENJAMIN GALLOWAY
Assistant Federal Defender

9
10 Attorney for Defendant

11
12 **B. Defendant:**

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

19 Dated:

20

EMMA KLEM
Defendant

21
22 **C. Attorney for United States:**

23 I accept and agree to this plea agreement on behalf of the government.

24 Dated:

BENJAMIN B. WAGNER
United States Attorney

25
26
27

TODD A. PICKLES
ROSANNE L. RUST
Assistant United States Attorneys

1 **EXHIBIT "A"**

2 **Factual Basis for Plea**

3 The defendant Emma Klem has worked at the California Department of Motor Vehicles
4 ("DMV") since 2000. Klem is currently a Motor Vehicle Representative ("MVR") assigned to the
5 Salinas field office. Klem was a MVR between 2011 and 2014. As a MVR, Klem's job responsibilities
6 at DMV included, but were not limited to, the processing of Class A and Class B commercial and Class
7 C general driver licenses.

8 The California DMV is a political subdivision and agency of the State of California that registers
9 vehicles in California and licenses California drivers. The DMV also issues identification cards for
10 individuals in California. The DMV is funded by vehicle registration and licensing fees paid by
11 residents and licensees of the State of California. The DMV also received federal grants, including the
12 following grant money for the following fiscal years (July 1 through June 30): \$2,500,000 for fiscal year
13 2011-2012; \$726,000 for 2012-2013; \$4,000,000 for fiscal 2013-2014; and \$800,000 for fiscal year
14 2014-2015.

15 The California DMV issues different classes of driver licenses ("CDLs"), including Class A and
16 Class B commercial licenses and Class C general licenses. The issuance of a Class A, Class B, or Class
17 C CDL affects interstate commerce in that, among other effects, the licenses enable recipients to drive
18 passenger cars or commercial vehicles in other states and on interstate highways.

19 At all relevant times between 2011 and 2014, in order to obtain a CDL, an applicant was
20 required to pay an application fee, after which an electronic record was generated in the DMV's
21 computer database for the applicant. Thereafter, the applicant was required to pass one or more written
22 examinations based on the type of license. The DMV administered written examinations at most DMV
23 locations. After an individual passed the necessary written examinations for a Class A, Class B, or Class
24 C CDL, a DMV employee would access the DMV's computer database for the applicant's electronic
25 DMV record and input the results. Passing the written portion of the examination would typically result
26 in a permit being issued for the applicant allowing the applicant to operate the vehicle under defined
27 conditions.

28 The behind-the-wheel driving test was administered by a Licensing-Registration Examiner
("LRE") for the DMV. The DMV administered the behind-the-wheel driving examinations for Class A
and Class B commercial CDLs at select DMV locations in California, including Salinas, California. In
contrast, the DMV typically administered behind-the-wheel driving examinations for a Class C general
CDL available at most DMV locations. After the applicant passed the requisite behind-the-wheel
driving examination administered by the LRE for the Class A, Class B, or Class C CDL, an employee of
the DMV would access the DMV's computer database for the applicant's electronic record and input the
results. The DMV would then issue the licensee a temporary license from the office where the behind-
the-wheel driving examination was administered. Thereafter, an official, hard plastic CDL was printed
in Sacramento, California, and was then mailed to the licensee through the United States mail to an
address identified in the licensee's application.

Beginning in 2011, the Federal Bureau of Investigation ("FBI") began an investigation involving
individuals in the Sacramento area being offered the opportunity to obtain commercial CDLs without
having to take the written or behind-the-wheel driving examinations in exchange for the payment of
money. Through the course of the investigation, an FBI confidential source ("CS") paid \$2,000 to a
Sacramento-area broker for CDLs to have a DMV employee access the DMV database and alter the
records to show that the FBI CS had passed the written examination for a Class A CDL. Thereafter, the
FBI CS was introduced by the broker to Kulwinder Dosanjh Singh (hereinafter "Kulwinder Dosanjh"),
charged elsewhere in *United States v. Kulwinder Dosanjh Singh*, 2:15-cr-146 JAM. Kulwinder Dosanjh
owned and operated a truck-driving school in Turlock, California. Kulwinder Dosanjh told the FBI CS
that in exchange for \$5,000 he could get the behind-the-wheel driving examination for a Class A CDL
passed for the FBI CS without the FBI CS needing to take the examination.

1
2 Separate from the FBI investigation, beginning in 2012, the Department of Homeland Security,
3 Homeland Security Investigations (“HSI”) began a separate investigation involving individuals in the
4 Stockton area being offered the opportunity to obtain commercial CDLs without having to take the
5 written or behind-the-wheel driving examinations in exchange for the payment of money. Through the
6 course of the investigation, HSI identified Mangal Gill, charged elsewhere in *United States v. Kimura, et*
7 *al.*, 2:15-cr-00161 KJM, as a person who has been a broker for CDLs and who operated trucking schools
8 in Fremont, Lathrop, Fresno, and Salinas, California. Beginning at least in 2012, and continuing
9 through 2015, Gill offered to individuals that he could obtain for them a Class A or Class B CDL
10 without those individuals taking or passing the written or behind-the-wheel driving examinations in
11 exchange for payment. On various dates in 2013 and 2014, HSI agents, including through the use of
12 confidential informants or undercover agents, paid Gill money to obtain commercial CDLs, including on
13 one occasion \$5,000 to obtain a Class A commercial CDL, for which the HSI confidential informant had
14 not taken or passed either the written or behind-the-wheel driving examinations.

15 The DMV-Office of Internal Affairs (“OIA”) provided assistance to both investigations.

16 Beginning no later than May 2013, Klem was approached by Gill, who requested that Klem
17 access DMV’s computer database and alter applicants’ electronic DMV records to falsely indicate that
18 applicants had passed the written and/or behind-the-wheel driving examinations for Class A and Class B
19 commercial CDLs. Klem agreed to access and alter the DMV electronic records as requested by Gill.
20 In return, Gill offered to give Klem money in connection with her accessing and altering DMV records
21 to falsely indicate that applicants had passed the examinations. Klem agreed and did, in fact, receive
22 money from Gill.

23 An analysis of telephone records for Gill and Klem demonstrated that Gill was in contact with
24 Klem in relation to the instances when Gill received payment from HSI agents to obtain commercial
25 CDLs without the confidential sources taking or passing any written or behind-the-wheel driving
26 examinations. These included calls on or about the dates when Klem accessed DMV records to falsely
27 indicate that the HSI confidential informants had passed the written or behind-the-wheel driving
28 examinations when, in truth and in fact, the HSI confidential informants had not taken or passed the
examinations.

On or about April 1, 2015, HSI agents executed search warrants for Klem’s and Gill’s phones,
among other items. A forensic analysis of the phones revealed telephone calls and text messages
between Klem and Gill, including as late as March 31, 2015, discussing Klem accessing applicants’
records for Gill. More than 20 CDL numbers were referenced in text messages between Gill and Klem.
For his part, Gill’s phone revealed almost 50 CDLs referenced in text messages with another DMV
employee Robert Turchin, charged elsewhere in *United States v. Kimura, et al.*, 2:15-cr-00161 KJM.
An analysis of DMV records indicated that many of the CDL’s referenced in the text messages had the
written and/or behind-the-wheel driving examinations passed in the DMV records by Klem, Turchin,
and other DMV employees. At the time of the search warrant Klem admitted to accessing and altering
DMV records.

Also on or about April 1, 2015, FBI agents executed search warrants for Kulwinder Dosanjh’s
phone, among items. Kulwinder Dosanjh’s phone contained references to dozens of CDLs, including in
text messages to Gill. One of the CDL numbers that was referenced in a text message between Gill and
Kulwinder Dosanjh was for the FBI CS. (As discussed next, Klem accessed the DMV database for the
FBI CS’s record and altered it to fraudulently show he passed the driving examination.) Kulwinder
Dosanjh admitted at the time of the search warrant that he knew Gill.

In furtherance of the foregoing conspiracy, on or about April 11, 2013, an FBI CS (hereinafter
Person A) met with Kulwinder Dosanjh and paid him \$5,000 to obtain a Class A CDL without having to
take the behind-the-wheel driving examination. In May 2013, Kulwinder Dosanjh returned the money
to Person A and told Person A that Kulwinder Dosanjh’s DMV contact was having trouble processing

1 the CDL. Kulwinder Dosanjh told Person A that once the CDL was issued Person A would then pay
2 Kulwinder Dosanjh \$5,000.

3 Based on analysis of DMV records by DMV-OIA, on or about June 18, 2013, Klem, without
4 authorization, altered the electronic DMV record for an individual to incorrectly indicate that Person A
5 had taken and passed the behind-the-wheel driving examination for a Class A commercial CDL. The
6 records identified Turchin as the LRE. On or about June 20, 2013, an official, plastic hardcopy Class A
7 CDL for Person A was printed in Sacramento, California. On or about June 26, 2013, Person A met
8 with Kulwinder Dosanjh, and paid Kulwinder Dosanjh \$5,000 in exchange for receipt of the Class A
9 CDL. At no point did Person A ever take or pass the behind-the-wheel test for the Class A CDL,
10 including any administered by Turchin as the LRE.

11 In or around December 2013, an HSI CS paid \$5,000 in two installments to Gill to obtain a Class
12 A CDL for an associate of the HSI CS (hereinafter Person E). On or about January 22, 2014, Klem,
13 without authorization, altered the electronic DMV record for Person E to incorrectly indicate that Person
14 E had taken and passed the behind-the-wheel driving examination for a Class A CDL. Turchin was also
15 listed as the LRE. At no point did Person E ever take or pass any behind-the-wheel driving examination,
16 including any administered by Turchin as the LRE. On or about January 24, 2014, an official, plastic
17 hardcopy Class A CDL for Person E was printed in Sacramento, California.

18 The FBI/HSI/DMV-OIA investigation has revealed no less than 20 CDLs that were issued by
19 DMV in which Klem accessed and altered, or caused or aided and abetted other DMV employees to
20 access and alter applicants' DMV electronic records to falsely indicate that the applicants had passed the
21 written or behind-the-wheel driving examinations.

22 As part of this agreement, the defendant Emma Klem admits that, beginning not later than May
23 2013 and continuing through at least March 2015, she knowingly and intentionally conspired with others
24 to commit bribery and to commit identity fraud with respect to the production of California driver
25 licenses.

26 The conduct set forth above is not meant to be exhaustive and is merely an example of Klem's
27 conduct in furtherance of the conspiracy to commit bribery and to commit identity fraud.

28 I have reviewed the entire factual basis in Exhibit A above and, as far as my own conduct is
concerned, I adopt it as my own true statement.

DATED: _____

EMMA KLEM, Defendant