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7

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

11 UNITED STATES OF AMERICA,  
12 Plaintiff,  
13 v.  
14 KULWINDER DOSANJH SINGH,  
aka "Sandhu," aka "Sodhi,"  
15 Defendant.  
16

CASE NO. 2:15-CR-00146 JAM  
PLEA AGREEMENT

17  
18 **I. INTRODUCTION**

19 **A. Scope of Agreement.**

20 The Information in this case charges the defendant Kulwinder Dosanjh Singh aka "Sandhu" aka  
21 "Sodhi" (hereinafter "defendant") with Conspiracy to Commit Bribery and to Commit Identity Fraud in  
22 violation of Title 18, United States Code Section 371. This document contains the complete plea  
23 agreement between the United States Attorney's Office for the Eastern District of California (the  
24 "government") and the defendant regarding this case. This plea agreement is limited to the United  
25 States Attorney's Office for the Eastern District of California and cannot bind any other federal, state, or  
26 local prosecuting, administrative, or regulatory authorities.  
27  
28



1           1.     Waiver of Indictment:

2           The defendant acknowledges that under the United States Constitution he is entitled to be  
3 indicted by a grand jury on the charges to which he is pleading guilty and that pursuant to Fed. R. Crim.  
4 P. 7(b) he agrees to waive any and all rights he has to being prosecuted by way of indictment to the  
5 charges set forth in the Information. The defendant agrees that at a time set by the Court, he will sign a  
6 written waiver of prosecution by Indictment and consent to proceed by Information rather than by  
7 Indictment.

8           **B. Remand.**

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

14           **C. Restitution.**

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

22           **D. Fine.**

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

24           **E. Special Assessment.**

25           The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering  
26 a check or money order payable to the United States District Court to the United States Probation Office  
27 immediately before the sentencing hearing. If the defendant is unable to pay the special assessment at  
28 the time of sentencing, he agrees to earn the money to pay the assessment, if necessary by participating

1 in the Inmate Financial Responsibility Program.

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

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

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

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

27 In addition, (1) all statements made by the defendant to the government or other designated law  
28 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,

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

7 **G. Asset Disclosure.**

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

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

16 **A. Recommendations.**

17 1. Incarceration Range.

18 The government will recommend that the defendant be sentenced within the applicable  
19 guideline range as determined by the Court.

20 2. Acceptance of Responsibility.

21 The government will recommend a two-level reduction (if the offense level is less than  
22 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if  
23 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G.  
24 § 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation  
25 of the pre-sentence report, being truthful and candid with the probation officer, and not otherwise  
26 engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either  
27 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, his 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 his 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 his behalf, that contradict information  
11 provided by the defendant during his 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 April 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 With respect to Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18,  
3 United States Code sections 666(a)(1)(B), the elements are as follows:

4 First, at the times alleged in the Information, a person 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 agent of the DMV accepted and agreed to accept something of value from one  
9 or more persons, including the defendant;

10 Fourth, the agent of the DMV acted corruptly with the intent to be influenced or rewarded  
11 in 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 With respect to Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18,  
17 United States Code sections 666(a)(2), the elements are as follows:

18 First, at the times alleged in the Information, a person 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, the defendant gave or offered something of value to the agent of the DMV;

23 Fourth, the defendant acted corruptly with the intent to influence or reward the agent of  
24 the DMV in connection with the business and series of transactions of the Department of Motor  
25 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 With respect to Identity Fraud, in violation of Title 18, United States Code section 1028(a)(1) &  
2, the elements 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 he is pleading guilty, together with the possible defenses thereto, and has  
16 discussed them with his 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 he is pleading guilty. The defendant  
24 further agrees, as noted above, that he 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: **12**

5 The parties agree that defendant was not a public official. U.S.S.G. § 2C1.1(a); U.S.S.G.  
6 § 2C1.1, Appl. Note 1(C).

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

8 The parties agree that defendant paid or caused to be paid more than one bribe to employees of  
9 the DMV in connection with 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 \$15,000 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. Acceptance of Responsibility: **-3**

17 See paragraph III.A.2 above

18 6. Criminal History: **No Agreement**

19 The parties do not have any agreements as to the defendant's criminal history. The defendant is  
20 permitted to object or otherwise challenge any criminal history calculations determined by the Probation  
21 Officer and he preserves the right to argue that his criminal history category substantially over-  
22 represents the seriousness of his criminal history under U.S.S.G. § 4A1.3(b). For its part, the  
23 government is permitted to argue in support of any such calculations by the Probation Officer.

24 7. Departures or Other Enhancements or Reductions:

25 The parties agree that they will not seek or argue in support of any other specific offense  
26 characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"),  
27 or cross-references, except that the government may move for a departure or an adjustment based on the  
28 defendant's cooperation (§5K1.1), post-plea obstruction of justice (§3C1.1), or as provided under

1 U.S.S.G. § 2C1.1, Appl. Note 7. The defendant may make any argument for departure from the  
2 Sentencing Guidelines and the United States may oppose.

3 The defendant is free to recommend to the Court whatever sentence he believes is appropriate  
4 under 18 U.S.C. § 3553(a). The government reserves the right to oppose any variance under 18 U.S.C.  
5 § 3553(a).

## 6 **VII. WAIVERS**

### 7 **A. Waiver of Constitutional Rights.**

8 The defendant understands that by pleading guilty he is waiving the following constitutional  
9 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to  
10 be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to  
11 testify on his behalf; (e) to confront and cross-examine witnesses against him; and (f) not to be  
12 compelled to incriminate himself.

### 13 **B. Waiver of Appeal and Collateral Attack.**

14 The defendant understands that the law gives the defendant a right to appeal his guilty plea,  
15 conviction, and sentence. The defendant agrees as part of his plea, however, to give up the right to  
16 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not  
17 exceed the statutory maximum for the offense to which he is pleading guilty. The defendant specifically  
18 gives up the right to appeal any order of restitution the Court may impose.

19 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if  
20 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the  
21 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant  
22 understands that these circumstances occur infrequently and that in almost all cases this agreement  
23 constitutes a complete waiver of all appellate rights.

24 In addition, regardless of the sentence the defendant receives, the defendant also gives up any  
25 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any  
26 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

27 If the defendant ever attempts to vacate his plea, dismiss the underlying charges, or modify or set  
28 aside his sentence on any of the counts to which he is pleading guilty, the government shall have the

1 rights set forth in Section II.F, herein.

2 **C. Waiver of Attorneys' Fees and Costs.**

3 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-  
4 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the  
5 investigation and prosecution of all charges in the above-captioned matter and of any related allegations  
6 (including without limitation any charges to be dismissed pursuant to this plea agreement and any  
7 charges previously dismissed).

8 **D. Impact of Plea on Defendant's Immigration Status.**

9 Defendant recognizes that pleading guilty may have consequences with respect to his  
10 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes  
11 are removable offenses, including the offense to which the defendant is pleading guilty. Removal and  
12 other immigration consequences are the subject of a separate proceeding, however, and defendant  
13 understands that no one, including his attorney or the district court, can predict to a certainty the effect  
14 of his conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty  
15 regardless of any immigration consequences that his plea may entail, even if the consequence is his  
16 automatic removal from the United States.

17 **VIII. ENTIRE PLEA AGREEMENT**

18 Other than this plea agreement, no agreement, understanding, promise, or condition between the  
19 government and the defendant exists, nor will such agreement, understanding, promise, or condition  
20 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and  
21 counsel for the United States.

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:

7 \_\_\_\_\_  
CHRISTOPHER MORALES, ESQ.  
Attorney for Defendant

8  
9 **B. Defendant:**

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

16 Dated:

17 \_\_\_\_\_  
KULWINDER DOSANJH SINGH  
Defendant

18  
19 **C. Attorney for United States:**

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

21 Dated:

22 BENJAMIN B. WAGNER  
United States Attorney

23  
24 \_\_\_\_\_  
TODD A. PICKLES  
ROSANNE L. RUST  
Assistant United States Attorneys

1 **EXHIBIT "A"**

2 **Factual Basis for Plea**

3 The defendant Kulwinder Dosanjh Singh aka "Sandhu" aka "Sodhi" (hereinafter "Kulwinder  
4 Dosanjh") owns a truck-driving school in Turlock, California. Beginning in at least April 2013, and  
5 continuing through at least March 2015, Kulwinder Dosanjh paid money, through intermediaries, to  
employees of the California Department of Motor Vehicles in order to obtain California driver licenses  
("CDLs") for individuals without those individuals needing to take or pass the requisite tests.

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

10 The California DMV issues different classes of CDLs, including Class A and Class B  
11 commercial licenses and Class C general licenses. The issuance of a Class A, Class B, or Class C CDL  
affects interstate commerce in that, among other effects, the licenses enable recipients to drive passenger  
12 cars or commercial vehicles in other states and on interstate highways.

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

18 The behind-the-wheel driving test was administered by a Licensing-Registration Examiner  
19 ("LRE") for the DMV. The DMV administered the behind-the-wheel driving examinations for Class A  
20 and Class B commercial CDLs at select DMV locations in California, including Salinas, California. In  
21 contrast, the DMV typically administered behind-the-wheel driving examinations for a Class C general  
22 CDL available at most DMV locations. After the applicant passed the requisite behind-the-wheel  
23 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.

24 Beginning in 2011, the Federal Bureau of Investigation ("FBI") began an investigation involving  
25 individuals in the Sacramento area being offered the opportunity to obtain commercial CDLs without  
26 having to take the written or behind-the-wheel driving examinations in exchange for the payment of  
27 money. Through the course of the investigation, agents identified Pavitar Dosangh Singh aka "Peter"  
28 (hereinafter "Pavitar Dosangh"), charged elsewhere in *United States v. Kimura, et al.*, 2:15-cr-00161  
KJM, as a person who offered to obtain Class A CDLs for individuals who did not want or could not  
take or pass the requisite written and behind-the-wheel driving examinations. In discussions with an  
FBI confidential source ("CS"), Pavitar Dosangh, who is not related to Kulwinder Dosanjh, told the FBI  
CS he had connections to have the written portion of the Class A CDL passed and the behind-the-wheel  
driving examination passed. For the latter, Pavitar Dosangh provided the FBI CS with contact  
information for defendant Kulwinder Dosanjh. Kulwinder Dosanjh told the FBI CS that in exchange for

1 \$5,000 he could get the behind-the-wheel driving examination passed for the FBI CS without the FBI  
2 CS needing to take the examination.

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

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

17 On or about April 1, 2015, FBI agents executed search warrants for Kulwinder Dosanjh and  
18 Pavitar Dosangh, including their telephones. Kulwinder Dosanjh’s phone revealed text messages that  
19 referenced dozens of CDLs, including messages to and from Gill. One of the text messages to Gill  
20 referenced the CDL for a FBI CS who had paid \$5,000 to Kulwinder Dosanjh to obtain a Class A CDL  
21 without having to take or pass the behind-the-wheel examination. Kulwinder Dosanjh also admitted to  
22 agents at the time of the search that he knew Gill.

23 Also, on or about April 1, 2015, HSI agents executed search warrants for the cellular telephones  
24 of Gill, Emma Klem, charged elsewhere in *United States v. Klem*, 2:15-cr-00139 JAM, and Robert  
25 Turchin, charged elsewhere in *United States v. Kimura, et al.*, 2:15-cr-00161 KJM, among other items.  
26 Both Turchin and Klem were employees of the DMV in the Salinas office. Turchin was an LRE and  
27 Klem a was motor vehicle representative, whose responsibilities included processing applications for  
28 Class A and B CDLs. A forensic analysis of Gill’s and Klem’s 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 CDL numbers referenced in text messages with  
Turchin. 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.

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

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

1 Subsequently, Person A paid Kulwinder Singh another \$5,000 to obtain a Class A CDL for  
2 Person A's brother, and a different FBI CS paid Kulwinder Singh \$5,500 to obtain a Class A CDL.  
3 DMV-OIA determined that Klem accessed and altered the DMV record to indicate that Person A's  
4 brother had passed the behind-the-wheel driving examination.

5 As part of this agreement, the defendant Kulwinder Dosanjh admits that, beginning not later than  
6 April 2013 and continuing through at least March 2015, he knowingly and intentionally conspired with  
7 others to commit bribery and to commit identity fraud with respect to the production of California driver  
8 licenses.

9 The conduct set forth above is not meant to be exhaustive and is merely an example of  
10 Kulwinder Dosanjh's conduct in furtherance of the conspiracy to commit bribery and to commit identity  
11 fraud.

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

14 DATED: \_\_\_\_\_

15 \_\_\_\_\_  
16 KULWINDER DOSANJH SINGH, Defendant