Case 1:15-cr-00085-DAD-BAM Document 22 Filed 12/10/15 Page 1 of 42 BENJAMIN B. WAGNER 1 United States Attorney GRANT B. RABENN 2 Assistant United States Attorney KATHERINE A. PLANTE 3 Special Assistant United States Attorney 2500 Tulare Street, Suite 4401 4 Fresno, CA 93721 Telephone: (559) 559-4000 5 Facsimile: (559) 559-4099 6 Attorneys for the 7 United States of America 8 IN THE UNITED STATES DISTRICT COURT 9 FOR THE EASTERN DISTRICT OF CALIFORNIA 10 11 UNITED STATES OF AMERICA, CASE NO. 1:15-CR-00085-BAM 12 MEMORANDUM OF PLEA Plaintiff, 13 AGREEMENT PURSUANT TO RULE 11(c) OF THE FEDERAL RULES v. 14 OF CRIMINAL PROCEDURE BRANDEN ADAM EIDSON, 15 Defendant. 16 17 Pursuant to Rule 11(c) of the Federal Rules of Criminal 18 Procedure, the United States of America, by and through Benjamin 19 B. Wagner, the United States Attorney for the Eastern District 20of California, and Assistant United States Attorney Grant B. 21 Rabenn, and Defendant, BRANDEN ADAM EIDSON, and his attorney, 22 Peter Kmeto, have agreed as follows. 23 This document contains the complete Memorandum of Plea 24 Agreement ("Plea Agreement") between the United States 25 Attorney's Office for the Eastern District of California 26 ("Government") and defendant BRANDEN ADAM EIDSON regarding this 27 case. This Plea Agreement is limited to the United States 28 20 1 MEMORANDUM OF PLEA AGREEMENT

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Attorney's Office for the Eastern District of California and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

1. Charges.

5 The defendant acknowledges that he has been charged in a 6 five (5) count indictment as follows:

7 COUNT 1: Structuring, in violation of Title 31, United 8 States Code, Section 5324(a)(3).

9 COUNTS 2-4: Making and Subscribing a False Income Tax 10 Return, in violation of Title 26, United States Code, Section 11 7206(1).

COUNT 5: Manufacturing, Distributing and Possessing with IA Intent to Distribute Marijuana, in violation of Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(C).

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2. <u>Nature, Elements and Possible Defenses.</u>

The defendant has read the charges against him contained in the indictment, and those charges have been fully explained to him by his attorney. Further, the defendant fully understands the nature and elements of the crimes in Counts One and Four of the indictment to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with his attorney.

COUNT ONE:

The elements of the crime of Structuring, in violation of Title 31, United States Code, Section 5324(a)(3) are:

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First, the defendant knowingly structured currency 1 transactions for the purpose of evading the federal currency 2 3 transaction reporting requirement; and 4 Second, the defendant conducted the currency transactions 5 with one or more domestic financial institutions. 6 COUNT FOUR: 7 The elements of the crime of Making and Subscribing a False 8 Income Tax Return, in violation of Title 26, United States Code, 9 Section 7206(1) are: 10 First, the defendant made and signed a tax return for the 11 tax year 2010 that he knew contained false information as to a 12 material matter; 13 14 Second, the return contained a written declaration that it 15 was being signed subject to the penalties of perjury; and 16 Third, in filing the false tax return, the defendant acted 17 willfully. 18 Agreements by the Defendant. 3. 19 The defendant agrees that this plea agreement shall be (a) 20 filed with the court and become a part of the record of the 21 case. 22 The defendant agrees to enter a plea of guilty to (b) 23 Count One of the indictment, which charges him with Structuring, 24 in violation of Title 31, United States Code, Section 25 5324(a)(3), and to Count Four of the indictment, which charges 26 him with Making and Subscribing a False Income Tax Return, in 27 violation of Title 26, United States Code, Section 7206(1). 28

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1 (c) The defendant understands and agrees that he will not 2 be allowed to withdraw his plea should the Court fail to follow 3 the government's sentencing recommendations.

(d) The defendant further acknowledges that his plea of
guilty is voluntary and that no force, threats, promises or
representations have been made to anybody, nor agreement
reached, other than those set forth expressly in this agreement,
to induce the defendant to plead guilty.

The defendant knowingly and voluntarily waives his (e) 9 Constitutional and statutory rights to appeal his plea, 10 11 conviction, and sentence. This waiver of appeal includes, but 12 is not limited to, an express waiver of defendant's right to 13 appeal his plea, conviction, and sentence on any ground, 14 including any appeal right conferred by 18 U.S.C. § 3742, and 15 defendant further agrees not to contest his plea, conviction, 16 and sentence in any post-conviction proceeding, including but 17 not limited to a proceeding under 28 U.S.C. § 2255, except for 18 19 non-waivable claims.

(f) The defendant agrees that his base offense level for Structuring (Count One) is six (6) pursuant to Section 22 (251.3(a)(2)) of the United States Sentencing Commission 33 (Guidelines Manual ("USSG" or "Sentencing Guidelines"); plus 34 sixteen (16) levels for an offense involving more than 35 (\$1,500,000 (2B1.1(b)(1)(I)).

(g) The defendant agrees that his base offense level for Making and Subscribing a False Income Tax Return (Count Four) is

MEMORANDUM OF PLEA AGREEMENT

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1 eighteen (18) pursuant to Section 2T1.1(a)(1) and 2T4.1(G) of 2 the USSG for more than \$250,000 in tax loss.

3 (h) The defendant agrees that the application of the U.S.
4 Sentencing Guidelines to his case results in a reasonable
5 sentence.

(i) The defendant agrees not to move for any downward 6 adjustments in his offense level under Chapters Two, Three, Four 7 and/or Five of the United States Sentencing Guidelines. The 8 defendant also agrees not to move for a downward variance of his 9 sentence under the factors set forth in 18 U.S.C. § 3553. The 10 defendant understands and agrees that this agreement by him 11 includes, without limitation, not moving for a downward 12 departure and/or variance of his offense level, criminal history 13 category or criminal history points as defined by the Sentencing 14 Guidelines. Additionally, the defendant agrees that the 15 application of the U.S. Sentencing Guidelines to his case 16 results in a reasonable sentence and that the defendant will not 17 request that the court apply the sentencing factors under 18 Section 3553 of Title 18, United States Code, to arrive at a 19 sentence different than that called for under the Sentencing 20 The defendant acknowledges that, if the defendant Guidelines. 21 requests or suggests in any manner a different sentence than 22 what is called for under the Sentencing Guidelines, the 23 Government, at its sole discretion, may withdraw from this plea 24 agreement and continue with its prosecution of the defendant as 25 if the parties had not entered into this Plea Agreement. 26

27 (j) The defendant understands that the Court must consult 28 the Federal Sentencing Guidelines (as promulgated by the

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Sentencing Commission pursuant to the Sentencing Reform Act of 1 1984, 18 U.S.C. §§ 3551-3742 and 28 U.S.C. §§ 991-998, and as 2 modified by United States v. Booker and United States v. Fanfan, 3 543 U.S. 220 (2005)), and must take them into account when 4 determining a final sentence. Defendant understands that the 5 Court will determine a non-binding and advisory guideline 6 sentencing range for this case pursuant to the Sentencing 7 Guidelines. Defendant further understands that the Court will 8 consider whether there is a basis for departure from the 9 guideline sentencing range (either above or below the guideline 10 sentencing range) because there exists an aggravating or 11 mitigating circumstance of a kind, or to a degree, not 12 adequately taken into consideration by the Sentencing Commission 13 in formulating the Guidelines. Defendant further understands 14 that the Court, after consultation and consideration of the 15 Sentencing Guidelines, must impose a sentence that is reasonable 16 in light of the factors set forth in 18 U.S.C. § 3553(a). 17 Defendant further understands that the Court must order the 18 defendant to pay restitution. 19

The defendant agrees to pay a special assessment of (k) 20 \$200 at the time of sentencing by delivering a check or money 21 order payable to the United States District Court to the United 22 States Probation Office immediately before the sentencing 23 The defendant understands that this plea agreement is hearing. 24 voidable by the government if the defendant fails to pay the 25 assessment prior to that hearing. 26

27 (1) The defendant agrees to pay restitution to the 28 Internal Revenue Service ("IRS"), in an amount of \$433,205, for

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1 the amount of the tax loss caused by the defendant with respect 2 to his income tax returns for tax years 2008, 2009 and 2010.

The defendant agrees that the total amount of such restitution results from defendant's criminal conduct. The defendant acknowledges that the government's calculation of the restitution due for these tax years consists of the following:

\$136,520
\$123,893
\$172,792
\$433,205

If the Court orders the defendant to pay restitution 13 (m) to the IRS for the failure to pay tax, either directly as part 14 of the sentence or as a condition of supervised release, the IRS 15 will use the restitution order as the basis for a civil 16 assessment. See 26 U.S.C. § 6201(a)(4). The defendant agrees 17 that he does not have the right to challenge the amount of this 18 assessment. See 26 U.S.C. § 6201(a)(4)(C). Neither the existence 19 of a restitution payment schedule, nor the defendant's timely 20 payment of restitution according to that schedule, will preclude 21 the IRS from administrative collection of the restitution-based 22 assessment, including levy and distraint under 26 U.S.C. § 6331. 23

(n) The defendant agrees that he will sign any IRS forms
deemed necessary by the IRS to enable the IRS to make an
immediate assessment of that portion of the tax and interest
that he agrees to pay as restitution. The defendant also agrees

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1 to sign IRS Form 8821, "Tax Information Authorization." The 2 defendant agrees not to file any claim for refund of taxes 3 represented by any amount of restitution paid pursuant to this 4 agreement.

(o) The defendant agrees that he is liable for the fraud 5 penalty under 26 U.S.C. §§ 6663 or 6651(f) on the amounts of 6 federal tax loss set forth in paragraph 3(1) above. The 7 defendant agrees to the immediate assessment of the fraud 8 penalty on the amounts of federal tax loss set forth in 9 paragraph 3(1) and agrees that, in order to enable the IRS to 10 make an immediate assessment of the fraud penalty, the IRS form 11 he agreed to sign in paragraph 3(n) will include the appropriate 12 amount of the fraud penalty. The defendant agrees not to 13 challenge or dispute any fraud penalties on the amounts of 14 federal tax loss set forth in paragraph 3(1). 15

(p) The parties understand that the defendant will receive 16 proper credit, consistent with paragraph 3(1) above, for the 17 payments made pursuant to this agreement. Except as set forth in 18 the previous sentence, nothing in this agreement shall limit the 19 IRS in its lawful examination, determination, assessment, or 20 collection of any taxes, penalties or interest due from 21 defendant for the time periods covered by this agreement or any 22 other time period. The defendant agrees that this agreement, or 23 any judgment, order, release, or satisfaction issued in 24 connection with this agreement, will not satisfy, settle, or 25 compromise the defendant's obligation to pay the balance of any 26 remaining civil liabilities, including tax, additional tax, 27 additions to tax, interest, and penalties, owed to the IRS for 28

MEMORANDUM OF PLEA AGREEMENT

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1 the time periods covered by this agreement or any other time
2 period.

(q) The defendant agrees to make a full and complete disclosure of the defendant's assets and financial condition to the United States Attorney's Office, and will complete the United States Attorney's Office's "Authorization to Release Information" and "Financial Statement" within five (5) weeks from the entry of the defendant's change of plea. The defendant also agrees to have the Court enter an order to that effect.

(r) The defendant agrees to forfeit to the United States voluntarily and immediately all right, title, and interest to any and all assets subject to forfeiture pursuant to 31 U.S.C. § 5317(c)(1), and Fed. R. Crim. P. 32.2(b). Those assets include, but are not limited to a money judgment in the amount of \$1,508,653.91.

The defendant agrees to fully assist the government in the forfeiture of any seized assets or assets later determined to be forfeitable and to take whatever steps are necessary to pass clear title to the United States. Defendant shall not sell, transfer, convey, or otherwise dispose of any assets found to be connected to the criminal events charged in the Indictment.

The defendant agrees not to file a claim to any of the seized property in any criminal proceeding or civil proceeding, administrative or judicial, which is or may be initiated. Defendant agrees to waive right to notice of any forfeiture proceeding involving such property, and agrees to not file a claim or assist others in filing a claim in such a proceeding.

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The defendant waives the notice provisions of Fed. R. Crim. 1 P. 7(c) and 32.2(a), waives oral pronouncement of forfeiture at 2 the time of sentencing and any defects in such pronouncement 3 that pertain to forfeiture, and waives any defenses to 4 forfeiture, including any defense predicated on the Ex Post 5 Facto, Double Jeopardy, and Excessive Fines Clauses of the 6 United States Constitution. The Defendant knowingly and 7 voluntarily waives any right to jury trial in any criminal or 8 civil forfeiture proceeding. 9

If the defendant's conviction on the counts to which (s)10 he is pleading is ever vacated at the defendant's request, or 11 12 his sentence is ever reduced at his request, the government 13 shall have the right to: (1) prosecute the defendant on any of 14 the counts to which he pleaded guilty; (2) reinstate any counts 15 that may be dismissed under this agreement; and (3) file any new 16 charges that would otherwise be barred by this agreement. The 17 decision to pursue any or all of these options is solely in the 18 discretion of the United States Attorney's Office. By signing 19 20 this agreement, the defendant agrees to waive any objections, 21 motions, and defenses he might have to the government's 22 decision, including Double Jeopardy. In particular, he agrees 23 not to raise any objections based on the passage of time with 24 respect to such counts including, without limitation, any 25 statutes of limitation or any objections based on the Speedy 26 Trial Act or the Speedy Trial Clause of the Sixth Amendment. 27

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If it is determined that the defendant has violated (t) 1 any provision of this Agreement or if the defendant successfully 2 moves to withdraw his plea: (1) all statements made by the 3 defendant to the government or other designated law enforcement 4 agents, or any testimony given by the defendant before a grand 5 jury or other tribunal, whether before or after this Agreement, 6 shall be admissible in evidence in any criminal, civil, or 7 administrative proceedings hereafter brought against the 8 defendant; and (2) the defendant shall assert no claim under the 9 United States Constitution, any statute, the Federal Rules of 10 Criminal Procedure, Rule 410 of the Federal Rules of Evidence, 11 or any other federal rule, that statements made by the defendant 12 before or after this Agreement, or any leads derived therefrom, 13 should be suppressed. By signing this Agreement, the defendant 14 waives any and all rights in the foregoing respects. 15

(u) The defendant agrees to waive all rights under the 16 "Hyde Amendment," Section 617, P.L. 105-119 (Nov. 26, 1997), to 17 recover attorneys' fees or other litigation expenses in 18 connection with the investigation and prosecution of all charges 19 in the above-captioned matter and of any related allegations 20 (including without limitation any charges to be dismissed 21 pursuant to this Agreement and any charges previously 22 dismissed). 23

(v) Should the defendant not be a citizen of the United
States, the defendant hereby acknowledges that adverse
immigration consequences, including but not limited to removal
from the United States, exclusion from admission into the United
States, and/or denial of naturalization in the United States,

MEMORANDUM OF PLEA AGREEMENT

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| may result from his plea.

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Agreements by the Government

3 (a) The government will recommend a three-level reduction 4 in the computation of his offense level if the defendant clearly 5 demonstrates acceptance of responsibility for his conduct as 6 defined in Section 3E1.1 of the United States Sentencing 7 Commission Guidelines Manual.

8 (b) The government agrees that the defendant's base
9 offense level for Structuring is six (6) pursuant to Section
10 2S1.3(a)(2) of the USSG; plus sixteen (16) levels for an offense
11 involving more than \$1,500,000 (2B1.1(b)(1)(I)).

12 (c) The government agrees that the defendant's base 13 offense level for Making and Subscribing a False Income Tax 14 Return (Count Four) is eighteen (18) pursuant to Section 15 2T1.1(a)(1) and 2T4.1(G) of the USSG for more than \$250,000 in 16 tax loss.

17 (d) The government agrees that it will not recommend any 18 additional specific offense characteristics for the counts to 19 which he is pleading guilty.

(e) The government agrees to recommend that the defendant be sentenced to imprisonment at the low end of the applicable guideline range.

(f) To the extent such a recommendation is consistent with the United States Sentencing Guidelines and imposition of sentences under Title 18, the government will recommend that the sentence for Count Four run concurrent to the sentence for Count One. MEMORANDUM OF PLEA AGREEMENT 12 (g) The defendant acknowledges and understands that the
 government makes no other representations to him regarding
 fines, his criminal history or criminal history points under
 Chapter Four, and defendant understands that the government is
 free to comment and to make recommendations to the court and the
 probation office regarding those matters.

7 (h) The government agrees to dismiss Counts Two, Three, 8 and Five of the indictment at the time of sentencing.

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4. Factual Basis.

Defendant will plead guilty because he is in fact guilty of the crimes set forth in Counts One and Four of the indictment. Defendant also agrees that the following are the facts of this case, although he acknowledges that, as to other facts, the parties may disagree:

Count One:

From June 2007 through August 2011, within the 16 State and Eastern District of California, BRANDEN ADAM EIDSON ("Defendant") maintained checking 17 accounts with Valley First Credit Union ("VFCU"), 18 a credit union whose deposits were insured by the National Credit Union Administration, and 19 Citibank, a bank whose deposits were insured by the Federal Deposit Insurance Corporation. During this time, Defendant made cash deposits in amounts of \$10,000 or less. Defendant made the 20 21 deposits at VFCU branches located in Turlock, Modesto, and Ceres, California and Citibank branches located in Turlock and Modesto, 22 California. 23

> At the time Defendant made these cash deposits, he knew that VFCU and Citibank were required to file Currency Transaction Reports for cash transactions in amounts greater than \$10,000. Defendant made the cash deposits in amounts of \$10,000 or less in order to prevent or attempt to prevent VFCU and Citibank from filing Currency Transaction Reports on those transactions.

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1 2 3	In total, from June 2007 through August 2011, Defendant deposited approximately \$1,508,653.91 in cash in structured amounts into his VFCU and Citibank checking accounts. Attachment A to this plea agreement contains a table of the structured cash transactions made by Defendant.
4	Count Four:
5	On or about April 13, 2011, within the State and
6 7	Eastern District of California, the defendant did willfully make and subscribe to his year 2010 1040 tax return, which return contained a written
8	declaration that it was made under penalty of perjury. The year 2010 1040 tax return was filed
9	by Defendant with the Internal Revenue Service electronically from Modesto, California.
10	Defendant did not believe the contents of the year 2010 1040 tax return to be true and correct as to material matters.
11	Specifically, the tax return claimed materially
12	false assertions and omissions.
13	For tax year 2010, defendant failed to report \$494,598 of income from his business, Hooked Up
14	Hydroponics, and other activities. This resulted in an additional tax due of \$172,792. For tax year 2009, defendant failed to report \$363,689,
15 16	which resulted in an additional tax due of \$123,893. For tax year 2008, defendant failed to
17	report \$386,078, which resulted in an additional tax due of \$136,520. In total, defendant failed
18	to report income in the amount of \$1,244,365 for tax years 2008 through 2010, resulting in an additional tax due of \$433,205.
19	5. Potential Sentence.
20	The following is the maximum potential sentence which
21	defendant faces as to each count:
22	COUNT ONE $(31 \text{ U.S.C. } \S 5324(a)(3) \text{ and } (d)(2))$
23	(a) Imprisonment.
24	Maximum: Five years
25	
26	(b) Fine.
27	Maximum: Two Hundred Fifty Thousand Dollars (\$250,000)
28	(c) Both such fine and imprisonment.
20	MEMORANDUM OF PLEA AGREEMENT 14

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1 2 3 4 5	(d) (e)	Restitution Term of Supervised Release: Maximum: Three years. (Should the defendant violate any of the terms of his supervised release, he can be returned to prison for the period of supervised release actually imposed by the Court or two years, whichever is less)
6 7 8	(f)	Penalty Assessment. One Hundred Dollars (\$100.00)
 8 9 10 11 12 13 14 15 16 17 18 19 20 21 20 21 22 23 24 25 26 27 	 (a) (b) (c) (d) (e) (f) 6. Defender certain runges and charges and ch	T FOUR (26 U.S.C. § 7206(1)) Imprisonment. Maximum: Three years Fine. Maximum: Two Hundred Fifty Thousand Dollars (\$250,000) Both such fine and imprisonment. Restitution Term of Supervised Release: Maximum: One year. (Should the defendant violate any of the terms of his supervised release, he can be returned to prison for the period of supervised release actually imposed by the Court or two years, whichever is less) Penalty Assessment. One Hundred Dollars (\$100.00) <u>Waiver of Rights.</u> ndant understands that by pleading guilty he surrenders ights, including the following: If defendant persisted in a plea of not guilty to the gainst him, he would have the right to be represented orney at all stages of the proceedings, and would have
28	MEMORANDU	M OF PLEA AGREEMENT 15

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1 a right to a public and speedy trial. The trial could be either 2 a jury trial or a trial by a judge sitting without a jury. 3 Defendant has a right to a jury trial. However, in order that 4 the trial be conducted by the judge sitting without a jury, 5 defendant, the government and the judge all must agree that the 6 trial be conducted by the judge without a jury.

If the trial were a jury trial, the jury would be (b) 7 composed of twelve lay persons selected at random. Defendant 8 and his attorney would have a say in who the jurors would be by 9 | removing prospective jurors for cause where actual bias or other 10 disqualification is shown, or without cause by exercising 11 peremptory challenges. The jury would have to agree unanimously 12 before it could return a verdict of either guilty or not guilty. 13 The jury would be instructed that defendant is presumed innocent 14 and that it could not convict him unless, after hearing all the 15 evidence, it was persuaded of his guilt beyond a reasonable 16 doubt. 17

(c) If the trial were held before a judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not he was persuaded of the defendant's guilt beyond a reasonable doubt.

(d) At a trial, whether by a jury or a judge, the
government would be required to present its witnesses and other
evidence against defendant. Defendant would be able to confront
those government witnesses and his attorney would be able to
cross-examine them. In turn, defendant could present witnesses
and other evidence on his own behalf. If the witnesses for
defendant would not appear voluntarily, he could require their

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1 attendance through the subpoena power of the Court. At trial,
2 the defendant would also have the right to assistance of legal
3 counsel. If he could not afford legal counsel, one would be
4 appointed for him by the court at no expense to him.

(e) At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from this refusal to testify. Defendant understands that by pleading guilty he is waiving all of the rights set forth above and defendant's attorney has explained those rights to him and the consequences of his waiver of those rights.

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7.

Questions by Court.

Defendant understands that if the court questions him under oath, on the record and in the presence of counsel, about the offense to which he has pleaded guilty, his answers, if false, may later be used against him in a prosecution for perjury.

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8. Entire Agreement.

This plea of guilty is freely and voluntarily made and not the result of force or threats or of promises apart from those set forth in this plea agreement. There have been no representations or promises from anyone as to what sentence this Court will impose.

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9. Court not a Party.

It is understood by the parties that the sentencing court is neither a party to nor bound by this agreement and the sentencing judge is free to impose the maximum penalties as set forth in paragraph 5. Further, in making its sentencing

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1 decision, the Court may take into consideration any and all 2 facts and circumstances concerning the criminal activities of 3 defendant, including activities which may not have been charged 4 in the indictment.

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10. <u>Presentence Report.</u>

6 Defendant understands that the United States Probation 7 Office is not a party to this agreement and will conduct an independent investigation of defendant's activities and his 8 9 background. It will then prepare a presentence report which it will submit to the Court as its independent sentencing 10 11 || recommendation. In addition, the government will fully apprise 12 the Probation Office, as well as the Court, of the full and true nature, scope and extent of the defendant's criminal activities, 13 including information on his background and criminal history. 14 Dated: 12/10/15 15 BENJAMIN B. WAGNER United States Attorney 16 17 By: GRANT B. RABERA 18 Assistant U.S. Attorney 19 Dated: 12 / 10/ 15 20BRANDEN ADAM EIDSON 21 Defendant 22 Dated: 12/10/15 23 PETER KMETO 24 Attorney for Defendant 25 26 27 28 າດ 18 MEMORANDUM OF PLEA AGREEMENT

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ATTACHMENT A

2	Date	Description	Total
3	06/21/2007	Cash deposit at Turlock, California	\$6,000.00
4		branch of Valley First Credit Union	
5		located at 2655 Geer Road.	
6	06/22/2007	Cash deposit at Turlock, California	\$5,227.00
7		branch of Valley First Credit Union	
8		located at 2655 Geer Road.	
9	06/26/2007	Cash deposit at Turlock, California	\$5000.00
10		branch of Valley First Credit Union	
11		located at 2655 Geer Road.	
12	06/26/2007	Cash deposit at Turlock, California	\$487.00
13		branch of Valley First Credit Union	
14		located at 2655 Geer Road.	
15	06/27/2007	Cash deposit at Turlock, California	\$5,651.37
16		branch of Valley First Credit Union	
17		located at 2655 Geer Road.	
18	07/05/2007	Cash deposit at Turlock, California	\$8,072.34
19		branch of Valley First Credit Union	
20		located at 2655 Geer Road.	
21	07/06/2007	Cash deposit at Turlock, California	\$4,804.20
22		branch of Valley First Credit Union	
23		located at 2655 Geer Road.	
24	07/11/2007	Cash deposit at Turlock, California	\$2,700.00
25		branch of Valley First Credit Union	
26		located at 2655 Geer Road.	
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1	07/12/2007	Cash deposit at Turlock, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	08/14/2007	Cash deposit at Turlock, California	\$1,050.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	08/15/2007	Cash deposit at Turlock, California	\$9,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	08/16/2007	Cash deposit at Turlock, California	\$2,500.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	10/11/2007	Cash deposit at Turlock, California	\$4,290.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	10/12/2007	Cash deposit at Turlock, California	\$2,700.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	10/13/2007	Cash deposit at Turlock, California	\$7,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	10/13/2007	Cash deposit at Turlock, California	\$50.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	10/13/2007	Cash deposit at Turlock, California	\$50.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
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1	12/27/2007	Cash deposit at Turlock, California	\$9,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	12/28/2007	Cash deposit at Turlock, California	\$3,600.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	01/09/2008	Cash deposit at Turlock, California	\$9,500.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	01/10/2008	Cash deposit at Turlock, California	\$9,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	03/05/2008	Cash deposit at Turlock, California	\$8,500.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	03/06/2008	Cash deposit at Turlock, California	\$5,500.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	04/15/2008	Cash deposit at Turlock, California	\$9,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	04/16/2008	Cash deposit at Turlock, California	\$9,000.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	04/28/2008	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
28	· · · · · · · · · · · · · · · · · · ·		<u> </u>
20	MEMORANDUM OF	PLEA AGREEMENT 21	

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1	04/29/2008	Cash deposit at Turlock, California	\$7,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	07/07/2008	Cash deposit at Turlock, California	\$7,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	07/07/2008	Cash deposit at Turlock, California	\$1,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	07/08/2008	Cash deposit at Turlock, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	07/16/2008	Cash deposit at Modesto, California	\$7,000.00
14		branch of Valley First Credit Union	
15		located at 1419 J Street.	
16	07/17/2008	Cash deposit at Turlock, California	\$4,500.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	08/27/2008	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	08/28/2008	Cash deposit at Turlock, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	09/04/2008	Cash deposit at Modesto, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 1419 J Street.	
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1	09/05/2008	Cash deposit at Turlock, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	09/25/2008	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	09/26/2008	Cash deposit at Modesto, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 1419 J Street.	
10	10/17/2008	Cash deposit at Modesto, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 1419 J Street.	
13	10/18/2008	Cash deposit at Turlock, California	\$3,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	10/28/2008	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	10/29/2008	Cash deposit at Turlock, California	\$2,900.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	11/12/2008	Cash deposit at Turlock, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	11/13/2008	Cash deposit at Turlock, California	\$4,500.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
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20	MEMORANDUM OF	DLEA AGREEMENT 23	

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1	12/04/2008	Cash deposit at Turlock, California	\$5,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	12/05/2008	Cash deposit at Modesto, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 1419 J Street.	
7	12/06/2008	Cash deposit at Modesto, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 1419 J Street.	
10	02/25/2009	Cash deposit at Turlock, California	\$7,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	02/26/2009	Cash deposit at Turlock, California	\$6,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	03/24/2009	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	03/25/2009	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	07/01/2009	Cash deposit at Turlock, California	\$8,500.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	07/02/2009	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
28	<u> </u>	· · · · · · · · · · · · · · · · · · ·	1
20	MEMORANDIM OF	PLEA AGREEMENT 24	

MEMORANDUM OF PLEA AGREEMENT

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1	07/13/2009	Cash deposit at Turlock, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	07/14/2009	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	08/25/2009	Cash deposit at Turlock, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	08/26/2009	Cash deposit at Turlock, California	\$6,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	09/16/2009	Cash deposit at Modesto, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 1419 J Street.	
16	09/17/2009	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	10/19/2009	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	10/20/2009	Cash deposit at Turlock, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	10/29/2009	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
28	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
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l	10/30/2009	Cash deposit at Turlock, California	\$7,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	11/20/2009	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	11/20/2009	Cash deposit at Turlock, California	\$8,000.00
8		branch of Citibank located at 2000	
9		Geer Road.	
10	11/23/2009	Cash deposit at Turlock, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	11/24/2009	Cash deposit at Turlock, California	\$5,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	11/30/2009	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	12/01/2009	Cash deposit at Turlock, California	\$6,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	12/30/2009	Cash deposit at Turlock, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	12/31/2009	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
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່າດ	MEMORANDUM OF	PLEA AGREEMENT 26	

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1	01/25/2010	Cash deposit at Turlock, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	01/26/2010	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	01/28/2010	Cash deposit at Turlock, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	01/29/2010	Cash deposit at Modesto, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 1419 J Street.	
13	02/17/2010	Cash deposit at Modesto, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 1419 J Street.	
16	02/18/2010	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	03/09/2010	Cash deposit at Turlock, California	\$7,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	03/10/2010	Cash deposit at Modesto, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 1419 J Street.	
25	03/11/2010	Cash deposit at Modesto, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 1419 J Street.	
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1	03/18/2010	Cash deposit at Modesto, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 1419 J Street.	
4	03/19/2010	Cash deposit at Turlock, California	\$7,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	04/06/2010	Cash deposit at Turlock, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	04/07/2010	Cash deposit at Modesto, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 1419 J Street.	
13	04/08/2010	Cash deposit at Turlock, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	04/12/2010	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	04/13/2010	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	04/20/2010	Cash deposit at Turlock, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	04/21/2010	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
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20	MEMORANDUM OF	PLEA AGREEMENT 28	

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1	05/03/2010	Cash deposit at Modesto, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 1419 J Street.	
4	05/04/2010	Cash deposit at Turlock, California	\$6,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	05/18/2010	Cash deposit at Turlock, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	05/19/2010	Cash deposit at Turlock, California	\$5,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	06/23/2010	Cash deposit at Turlock, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	06/24/2010	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	07/06/2010	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	•
22	07/07/2010	Cash deposit at Modesto, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 1419 J Street.	
25	07/13/2010	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
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20	MEMORANDUM OF	plea agreement 29	

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1	07/14/2010	Cash deposit at Turlock, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	08/05/2010	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	08/06/2010	Cash deposit at Modesto, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 1419 J Street.	
10	08/09/2010	Cash deposit at Turlock, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	08/10/2010	Cash deposit at Modesto, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 1419 J Street.	
16	08/17/2010	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	08/18/2010	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	09/14/2010	Cash deposit at Modesto, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 1419 J Street.	
25	09/15/2010	Cash deposit at Ceres, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 1501 Mitchell Road.	
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20	MEMORANDUM OF	plea agreement 30	

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	11/12/2010	Cash deposit at Modesto, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 1419 J Street.	
	11/13/2010	Cash deposit at Turlock, California	\$8,000.00
	11/10/2010	branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	11/22/2010	Cash deposit at Turlock, California	\$8,000.00
	11/22/2010	branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	11/23/2010	Cash deposit at Modesto, California	\$7,700.00
	11/23/2010	branch of Valley First Credit Union	
2		located at 1419 J Street.	<u> </u>
3	11/24/2010	Cash deposit at Modesto, California	\$7,000.00
4		branch of Valley First Credit Union	
5		located at 1419 J Street.	
5	12/28/2010	Cash deposit at Turlock, California	\$8,000.00
7		branch of Valley First Credit Union	
8		located at 2655 Geer Road.	
ן ו	12/29/2010	Cash deposit at Turlock, California	\$8,000.00
0		branch of Valley First Credit Union	
1		located at 2655 Geer Road.	
2	12/30/2010	Cash deposit at Modesto, California	\$8,000.00
3		branch of Valley First Credit Union	
4		located at 1419 J Street.	
5	01/03/2011	Cash deposit at Modesto, California	\$8,000.00
6		branch of Valley First Credit Union	
7		located at 1419 J Street.	

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1	01/04/2011	Cash deposit at Modesto, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 1419 J Street.	
4	01/06/2011	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	01/07/2011	Cash deposit at Turlock, California	\$7,500.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	01/10/2011	Cash deposit at Turlock, California	\$9,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	01/11/2011	Cash deposit at Turlock, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	01/12/2011	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	01/13/2011	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	01/20/2011	Cash deposit at Turlock, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 2655 Geer Road.	
25	01/21/2011	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
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າດ	MEMORANDUM OF	plea agreement 32	

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		1999	
ļ	01/24/2011	Cash deposit at Ceres, California	\$7,750.00
		branch of Valley First Credit Union	
ļ		located at 1501 Mitchell Road.	
	01/25/2011	Cash deposit at Turlock, California	\$8,000.00
ľ		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	01/26/2011	Cash deposit at Turlock, California	\$7,800.00
		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	01/27/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	01/28/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	02/02/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	02/03/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	02/04/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	02/07/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Valley First Credit Union	
ĺ		located at 2655 Geer Road.	

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1	02/08/2011	Cash deposit at Turlock, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	02/09/2011	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	02/16/2011	Cash deposit at Turlock, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	02/17/2011	Cash deposit at Turlock, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	02/18/2011	Cash deposit at Turlock, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	02/22/2011	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	02/23/2011	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	03/09/2011	Cash deposit at Ceres, California	\$7,700.00
23		branch of Valley First Credit Union	
24		located at 1501 Mitchell Road.	
25	03/10/2011	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
28	· · · · · ·		- <u></u>
20	MEMORANDUM OF	PLEA AGREEMENT 34	

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02/02/0012	Cach dependit at Moderte California	\$8,000.00
03/22/2011	Cash deposit at Modesto, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 1419 J Street.	
03/23/2011	Cash deposit at Modesto, California	\$7,000.00
	branch of Valley First Credit Union	
	located at 1419 J Street.	
04/14/2011	Cash deposit at Turlock, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 2655 Geer Road.	
04/15/2011	Cash deposit at Turlock, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 2655 Geer Road.	
05/16/2011	Cash deposit at Turlock, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 2655 Geer Road.	
05/17/2011	Cash deposit at Turlock, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 2655 Geer Road.	
05/18/2011	Cash deposit at Turlock, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 2655 Geer Road.	
05/24/2011	Cash deposit at Turlock, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 2655 Geer Road.	
05/25/2011	Cash deposit at Turlock, California	\$8,000.00
	branch of Valley First Credit Union	
	located at 2655 Geer Road.	

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1	05/31/2011	Cash deposit at Turlock, California	\$8,000.00
2		branch of Valley First Credit Union	
3		located at 2655 Geer Road.	
4	06/01/2011	Cash deposit at Turlock, California	\$8,000.00
5		branch of Valley First Credit Union	
6		located at 2655 Geer Road.	
7	07/25/2011	Cash deposit at Turlock, California	\$8,000.00
8		branch of Valley First Credit Union	
9		located at 2655 Geer Road.	
10	07/26/2011	Cash deposit at Turlock, California	\$8,000.00
11		branch of Valley First Credit Union	
12		located at 2655 Geer Road.	
13	07/27/2011	Cash deposit at Turlock, California	\$8,000.00
14		branch of Valley First Credit Union	
15		located at 2655 Geer Road.	
16	07/28/2011	Cash deposit at Turlock, California	\$8,000.00
17		branch of Valley First Credit Union	
18		located at 2655 Geer Road.	
19	08/04/2011	Cash deposit at Turlock, California	\$8,000.00
20		branch of Valley First Credit Union	
21		located at 2655 Geer Road.	
22	08/05/2011	Cash deposit at Ceres, California	\$8,000.00
23		branch of Valley First Credit Union	
24		located at 1501 Mitchell Road.	
25	08/09/2011	Cash deposit at Turlock, California	\$8,000.00
26		branch of Valley First Credit Union	
27		located at 2655 Geer Road.	
28		<u> </u>	<u>.</u>
20	MEMORANDUM OF	PLEA AGREEMENT 36	

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	08/10/2011	Cash deposit at Ceres, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 1501 Mitchell Road.	
	08/11/2011	Cash deposit at Ceres, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 1501 Mitchell Road.	
	08/15/2011	Cash deposit at Ceres, California	\$8,000.00
		branch of Valley First Credit Union	
ļ		located at 1501 Mitchell Road.	
	08/16/2011	Cash deposit at Ceres, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 1501 Mitchell Road.	
	08/17/2011	Cash deposit at Ceres, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 1501 Mitchell Road.	
	08/18/2011	Cash deposit at Ceres, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 1501 Mitchell Road.	
	08/19/2011	Cash deposit at Ceres, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 1501 Mitchell Road.	
	08/29/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Valley First Credit Union	
		located at 2655 Geer Road.	
	08/30/2011	Cash deposit at Ceres, California	\$6,000.00
		branch of Valley First Credit Union	
		located at 1501 Mitchell Road.	

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	10/12/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Citibank located at 2000	
		Geer Road.	
	10/13/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Citibank located at 2000	
		Geer Road.	
	11/07/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Citibank located at 2000	
		Geer Road.	
	11/08/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Citibank located at 2000	
		Geer Road.	
	11/15/2011	Cash deposit at Turlock, California	\$8,000.00
		branch of Citibank located at 2000	
		Geer Road.	
	11/16/2011	Cash deposit at Turlock, California	\$7,000.00
		branch of Citibank located at 2000	
;		Geer Road.	
	03/06/2012	Cash deposit at Modesto, California	\$8,000.00
)∥		branch of Citibank located at 2929	
		McHenry Avenue.	
	03/07/2012	Cash deposit at Turlock, California	\$5,000.00
		branch of Citibank located at 2000	
⊦∥		Geer Road.	
	04/07/2012	Cash deposit at Turlock, California	\$8,000.00
5		branch of Citibank located at 2000	
′		Geer Road.	

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1	04/09/2012	Cash deposit at Turlock, California	\$8,000.00
2		branch of Citibank located at 2000	
3		Geer Road.	
4	05/14/2012	Cash deposit at Modesto, California	\$8,000.00
5		branch of Citibank located at 2929	
6		McHenry Avenue.	
7	05/15/2012	Cash deposit at Turlock, California	\$8,000.00
8		branch of Citibank located at 2000	
9		Geer Road.	
10	05/16/2012	Cash deposit at Turlock, California	\$8,000.00
11		branch of Citibank located at 2000	
12		Geer Road.	
13	05/24/2012	Cash deposit at Turlock, California	\$8,000.00
14		branch of Citibank located at 2000	
15		Geer Road.	
16	05/25/2012	Cash deposit at Turlock, California	\$8,000.00
17		branch of Citibank located at 2000	
18		Geer Road.	
19	05/31/2012	Cash deposit at Turlock, California	\$8,000.00
20		branch of Citibank located at 2000	
21		Geer Road.	
22	05/31/2012	Cash deposit at Turlock, California	\$1,000.00
23		branch of Citibank located at 2000	
24		Geer Road.	
25	06/01/2012	Cash deposit at Turlock, California	\$2,000.00
26		branch of Citibank located at 2000	
27		Geer Road.	
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06/01/2012	Cash deposit at Turlock, California	\$8,000.00
	branch of Citibank located at 2000	
	Geer Road.	
07/24/2012	Cash deposit at Turlock, California	\$8,000.00
	branch of Citibank located at 2000	
	Geer Road.	
07/25/2012	Cash deposit at Cerritos, California	\$8,000.00
	branch of Citibank located at 410 Los	
	Cerritos Center.	
08/21/2012	Cash deposit at Turlock, California	\$8,000.00
	branch of Citibank located at 2000	
	Geer Road.	
08/22/2012	Cash deposit at Turlock, California	\$8,000.00
	branch of Citibank located at 2000	
	Geer Road.	
08/23/2012	Cash deposit at Turlock, California	\$8,000.00
	branch of Citibank located at 2000	
	Geer Road.	
08/24/2012	Cash deposit at Modesto, California	\$8,000.00
	branch of Citibank located at 1340	
	Oakdale Road.	
10/01/2012	Cash deposit at Turlock, California	\$8,000.00
	branch of Citibank located at 2000	
	Geer Road.	
10/02/2012	Cash deposit at Turlock, California	\$8,000.00
	branch of Citibank located at 2000	
	Geer Road.	

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1	12/18/2012	Cash deposit at Turlock, California	\$8,000.00	
2		branch of Citibank located at 2000		
3		Geer Road.		
4	12/19/2012	Cash deposit at Turlock, California	\$4,000.00	
5		branch of Citibank located at 2000		
6		Geer Road.		
7	02/21/2013	Cash deposit at Turlock, California	\$8,000.00	
8		branch of Citibank located at 2000		
9		Geer Road.		
10	02/22/2013	Cash deposit at Turlock, California	\$4,000.00	
11		branch of Citibank located at 2000		
12		Geer Road.		
13	03/12/2013	Cash deposit at Turlock, California	\$2,500.00	
14		branch of Citibank located at 2000		
15		Geer Road.		
16	03/13/2013	Cash deposit at Turlock, California	\$8,000.00	
17		branch of Citibank located at 2000		
18		Geer Road.		
19	04/08/2013	Cash deposit at Turlock, California	\$8,000.00	
20		branch of Citibank located at 2000		
21		Geer Road.		
22	04/09/2013	Cash deposit at Turlock, California	\$4,622.00	
23		branch of Citibank located at 2000		
24		Geer Road.		
25	04/09/2013	Cash deposit at Turlock, California	\$3,000.00	
26		branch of Citibank located at 2000		
27		Geer Road.		
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20	MEMORANDUM OF PLEA AGREEMENT 41			

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1	06/06/2013	Cash deposit at Turlock, California \$8,000.00
2		branch of Citibank located at 2000
3		Geer Road.
4	06/07/2013	Cash deposit at Turlock, California \$8,000.00
5		branch of Citibank located at 2000
6		Geer Road.
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