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6 Attorneys for Plaintiff
7 United States of America

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

11 UNITED STATES OF AMERICA,
12 Plaintiff,
13 v.
14 FRANCISCO JAVIER HIDALGO-FLORES,
15 Defendant.
16

CASE NO. 1:16-cr-00093 LJO
PLEA AGREEMENT
DATE: TBD
TIME: TBD
COURT: Hon. LAWRENCE J. O'NEILL

17 I. INTRODUCTION

18 A. Scope of Agreement.

19 The indictment in this case charges the defendant with violation(s) of 18 U.S.C. § 371 –
20 Conspiracy to Transfer, Possess, and Sell False Identification Documents (“Count One”), 18 §
21 1028(a)(2) & (f) – Transfer or Attempted Transfer of False Identification Documents (“Count Four” and
22 “Count Six”), and 18 U.S.C. § 1546(a) – Fraud and Misuse of Visas and Related Documents (“Count
23 Eleven” and “Count Thirteen”). This document contains the complete plea agreement between the
24 United States Attorney’s Office for the Eastern District of California (the “government”) and the
25 defendant regarding this case. This plea agreement is limited to the United States Attorney’s Office for
26 the Eastern District of California and cannot bind any other federal, state, or local prosecuting,
27 administrative, or regulatory authorities.
28

1 **B. Fine.**

2 The parties agree that no fine is appropriate in this case.

3 **C. Special Assessment.**

4 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
5 a check or money order payable to the United States District Court to the United States Probation Office
6 immediately before the sentencing hearing. The defendant understands that this plea agreement is
7 voidable at the option of the government if he fails to pay the assessment prior to that hearing. If the
8 defendant is unable to pay the special assessment at the time of sentencing, he agrees to earn the money
9 to pay the assessment, if necessary by participating in the Inmate Financial Responsibility Program.

10 **D. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

11 If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw
12 his plea, this plea agreement is voidable at the option of the government. If the government elects not to
13 void the agreement based on the defendant's violation, the government will no longer be bound by its
14 representations to the defendant concerning the limits on criminal prosecution and sentencing as set
15 forth herein. A defendant violates the plea agreement by committing any crime or providing or
16 procuring any statement or testimony which is knowingly false, misleading, or materially incomplete in
17 any litigation or sentencing process in this case, or engages in any post-plea conduct constituting
18 obstruction of justice. Varying from stipulated Guidelines application or agreements regarding
19 arguments as to Title 18, United States Code, section 3553, as set forth in this agreement, personally or
20 through counsel, also constitutes a violation of the plea agreement. The government also shall have the
21 right (1) to prosecute the defendant on any of the counts to which he pleaded guilty; (2) to reinstate any
22 counts that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that would
23 otherwise be barred by this plea agreement. The defendant shall thereafter be subject to prosecution for
24 any federal criminal violation of which the government has knowledge. The decision to pursue any or
25 all of these options is solely in the discretion of the United States Attorney's Office.

26 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
27 defenses that the defendant might have to the government's decision. Any prosecutions that are not
28 time-barred by the applicable statute of limitations as of the date of this plea agreement may be

1 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
2 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
3 The defendant agrees not to raise any objections based on the passage of time with respect to such
4 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
5 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
6 of the date of this plea agreement. The determination of whether the defendant has violated the plea
7 agreement will be under a probable cause standard.

8 In addition, (1) all statements made by the defendant to the government or other designated law
9 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
10 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
11 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
12 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
13 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
14 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
15 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

16 **E. Forfeiture.**

17 The defendant agrees to forfeit to the United States voluntarily and immediately all of his right
18 title and interest to any and all assets subject to forfeiture pursuant to 18 U.S.C. §§ 981(a)(1)(C),
19 982(a)(2)(B) & (a)(6), 1028(b)(5) and 28 U.S.C. § 2461. Those assets include, but are not limited to, the
20 following:

21 1. Items seized pursuant to search warrant 1:16-sw-152-SAB from 921 N. Peach,
22 Apt. 115, Fresno, CA, including: Galaxy cellular telephone, Apple iPhone, and miscellaneous
23 documents.

24 2. Items seized pursuant to search warrant 1:16-sw-152-SAB from Silver Nissan
25 Altima, including: LG cellular telephone and miscellaneous documents.

26 The defendant agrees that the listed asset(s) are property which constitute or are derived from
27 proceeds traceable to a violation of 18 U.S.C. § 371.

28 The defendant agrees to fully assist the government in the forfeiture of the listed assets and to

1 take whatever steps are necessary to pass clear title to the United States. The defendant shall not sell,
2 transfer, convey, or otherwise dispose of any of his asset(s), including but not limited to, the above-listed
3 asset(s).

4 The defendant agrees not to file a claim to any of the listed property in any civil proceeding,
5 administrative or judicial, which may be initiated. The defendant agrees to waive his right to notice of
6 any forfeiture proceeding involving this property, and agrees to not file a claim or assist others in filing a
7 claim in that forfeiture proceeding.

8 The defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of
9 assets. The defendant knowingly and voluntarily waives all constitutional, legal and equitable defenses
10 to the forfeiture of these assets in any proceeding. The defendant agrees to waive any jeopardy defense,
11 and agrees to waive any claim or defense under the Eighth Amendment to the United States
12 Constitution, including any claim of excessive fine, to the forfeiture of the assets by the United States,
13 the State of California or its subdivisions.

14 The defendant waives oral pronouncement of forfeiture at the time of sentencing, and any
15 defenses or defects that may pertain to the forfeiture.

16 **F. Asset Disclosure.**

17 The defendant agrees to make a full and complete disclosure of his assets and financial
18 condition, and will complete the United States Attorney's Office's "Authorization to Release
19 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change
20 of plea, including supporting documentation. The defendant also agrees to have the Court enter an order
21 to that effect. The defendant understands that if he fails to complete truthfully and provide the described
22 documentation to the United States Attorney's office within the allotted time, he will be considered in
23 violation of the agreement, and the government shall be entitled to the remedies set forth in section II.E
24 above, above.

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

26 **A. Dismissals/Other Charges.**

27 The government agrees to move, at the time of sentencing, to dismiss without prejudice the
28 remaining counts in the pending indictment. The government also agrees not to reinstate any dismissed

1 count except if this agreement is voided as set forth herein, or as provided in paragraphs II.D (Violation
2 of Plea Agreement by Defendant/Withdrawal of Plea(s)), VI.B (Estimated Guideline Calculation), and
3 VII.B (Waiver of Appeal and Collateral Attack) herein.

4 **B. Recommendations.**

5 1. Incarceration Range.

6 The government will recommend that the defendant be sentenced to the low end of the
7 applicable guideline range as determined by the Court.

8 2. Acceptance of Responsibility.

9 The government will recommend a two-level reduction (if the offense level is less than
10 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if
11 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §
12 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of
13 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging
14 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
15 preparation of the pre-sentence report or during the sentencing proceeding.

16 **C. Use of Information for Sentencing.**

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

22 **IV. ELEMENTS OF THE OFFENSE**

23 At a trial, the government would have to prove beyond a reasonable doubt the following
24 elements of the offense to which the defendant is pleading guilty, Count One, which charges him with
25 Conspiracy to Transfer, Possess, and Sell False Identification Documents, in violation of Title 18,
26 United States Code, Section 371:

27 First, beginning in or about June 2015 and ending on or about June 17, 2016, there was
28 an agreement between two or more persons to commit at least one crime as charged in the indictment;

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

3 Third, one of the members of the conspiracy performed at least one overt act in or after
4 June 2015 for the purpose of carrying out the conspiracy.

5 The defendant fully understands the nature and elements of the crimes charged in the indictment
6 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with
7 his attorney.

8 **V. MAXIMUM SENTENCE**

9 **A. Maximum Penalty.**

10 The maximum sentence that the Court can impose is five years of incarceration, a fine of
11 \$250,000, a three-year period of supervised release and a special assessment of \$100.

12 **B. Violations of Supervised Release.**

13 The defendant understands that if he violates a condition of supervised release at any time during
14 the term of supervised release, the Court may revoke the term of supervised release and require the
15 defendant to serve up to two additional years imprisonment.

16 **VI. SENTENCING DETERMINATION**

17 **A. Statutory Authority.**

18 The defendant understands that the Court must consult the Federal Sentencing Guidelines and
19 must take them into account when determining a final sentence. The defendant understands that the
20 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the
21 Sentencing Guidelines and must take them into account when determining a final sentence. The
22 defendant further understands that the Court will consider whether there is a basis for departure from the
23 guideline sentencing range (either above or below the guideline sentencing range) because there exists
24 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
25 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further
26 understands that the Court, after consultation and consideration of the Sentencing Guidelines, must
27 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

1 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
2 be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to
3 testify on his behalf; (e) to confront and cross-examine witnesses against him; and (f) not to be
4 compelled to incriminate himself.

5 **B. Waiver of Appeal and Collateral Attack.**

6 The defendant understands that the law gives the defendant a right to appeal his guilty plea,
7 conviction, and sentence. The defendant agrees as part of his plea(s), however, to give up the right to
8 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
9 exceed the statutory maximum for the offense to which he is pleading guilty.

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

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

18 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
19 attempts to vacate his plea(s), dismiss the underlying charges, or modify or set aside his sentence on any
20 of the counts to which he is pleading guilty, the government shall have the rights set forth in Section
21 II.D herein.

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

23 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
24 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
25 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
26 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
27 charges previously dismissed).

B. Defendant:

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

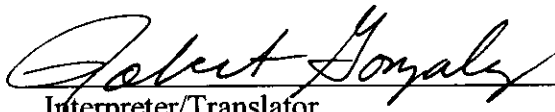
Dated:


FRANCISCO JAVIER HIDALGO-FLORES
Defendant

C. Court Certified Interpreter/Translator:

I declare that I am a ^{RG} court certified Spanish-English interpreter/translator. On 8/31/16, I read the entire contents of the foregoing plea agreement to FRANCISCO JAVIER HIDALGO-FLORES, translating the document from English to Spanish.

Dated: 8/31/16


Interpreter/Translator
ROBERT GONZALEZ

D. Attorney for United States:

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

Dated:

PHILLIP A. TALBERT
Acting United States Attorney

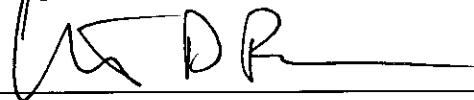

CHRISTOPHER D. BAKER
Assistant United States Attorney

EXHIBIT "A"

Factual Basis for Plea(s)

Beginning not later than in or about June 2015, and continuing to on or about June 17, 2016, in the State and Eastern District of California, defendant FRANCISCO JAVIER HIDALGO-FLORES (aka Luis), and co-defendants FIDEL VASQUEZ-VELASQUEZ (aka Antonio), ANGELICA MORENO-VELASQUEZ, MARIA VICTORIA PEREZ-VASQUEZ, LIZET AMAIRANI RAMIREZ-ZAZUETA, and VERONICA ROSALES-CAPITAINE, did knowingly combine, conspire, and agree with each other, and with others known and unknown, to transfer or attempt to transfer false identification documents which appeared to be issued by and under the authority of the United States, and utter, possess, obtain, accept and receive alien registration receipt cards (LPR cards), knowing that such documents were forged, counterfeited, altered, and falsely made, and otherwise procured by fraud and unlawfully obtained.

Defendant HIDALGO-FLORES and co-defendants manufactured, distributed, delivered, and sold fraudulent identification documents to end-user customers in Fresno and Madera Counties, in the State and Eastern District of California. Customers placed orders for fraudulent documents with the defendant and co-defendants, who would accept photographs and biographical information from the customers to be used in the fraudulent documents. The defendant and co-defendants delivered the completed false identification documents to the customers and completed the sales. The defendant and co-defendants charged between approximately \$80.00 and \$150.00 for a set of documents including a forged social security card (SSN card) and an LPR card.

For the purpose of carrying out the conspiracy and to effectuate the objects thereof, the following overt acts, among others, were committed by the defendant and co-defendants within the State and Eastern District of California:

On or about January 28, 2016, defendant HIDALGO-FLORES transferred and sold to a customer one (1) fraudulent LPR card and two (2) fraudulent SSN cards for the sum of \$120.00.

On or about February 24, 2016, defendant HIDALGO-FLORES and co-defendant RAMIREZ-ZAZUETA transferred and sold to a customer two (2) fraudulent LPR cards and two (2) fraudulent SSN cards for the sum of \$240.00.

On or about June 15, 2016, defendant HIDALGO-FLORES and co-defendant ROSALES-CAPITAINE met to discuss recruitment of new customers to purchase fraudulent identification documents.

During the course of the conspiracy, defendant HIDALGO-FLORES conspired to transfer and sell at least 25 sets and less than 99 sets of false identification documents, including fraudulent alien registration cards and social security cards.