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

11 UNITED STATES OF AMERICA,
12
13 Plaintiff,
14 v.
15 LIZET AMAIRANI RAMIREZ-ZAZUETA,
16 Defendant.

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 Six”), and
22 18 U.S.C. § 1546(a) – Fraud and Misuse of Visas and Related Documents (“Count Thirteen”). This
23 document contains the complete plea agreement between the United States Attorney’s Office for the
24 Eastern District of California (the “government”) and the defendant regarding this case. This plea
25 agreement is limited to the United States Attorney’s Office for the Eastern District of California and
26 cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.
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28

1 **B. Court Not a Party.**

2 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
3 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
4 concerning the criminal activities of defendant, including activities which may not have been charged in
5 the indictment. The Court is under no obligation to accept any recommendations made by the
6 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
7 including the statutory maximum stated in this plea agreement.

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

13 **II. DEFENDANT'S OBLIGATIONS**

14 **A. Guilty Plea.**

15 The defendant will plead guilty to Count Six, which charges her with Transfer and Attempted
16 Transfer of False Identification Documents, in violation of Title 18, United States Code, Section
17 1028(a)(2) and (f). The defendant agrees that she is in fact guilty of this charge and that the facts set
18 forth in the Factual Basis for Plea attached hereto as Exhibit A are accurate.

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

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

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 she 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, she 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 her plea, or tries to withdraw
12 her 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 she 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 her 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)(6), 1028(b)(5) and 28 U.S.C. § 2461(c). 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 The defendant agrees that the listed asset(s) are property that is used to facilitate, or is intended
25 to be used to facilitate, or is used or intended to be used to commit the offense, or is derived from or is
26 traceable to the proceeds obtained directly or indirectly to a violation of 18 U.S.C. § 1028(a)(2) and (f).

27 The defendant agrees to fully assist the government in the forfeiture of the listed assets and to
28 take whatever steps are necessary to pass clear title to the United States. The defendant shall not sell,

1 transfer, convey, or otherwise dispose of any of her asset(s), including but not limited to, the above-
2 listed asset(s).

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

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

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

15 **F. Asset Disclosure.**

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

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

25 **A. Dismissals/Other Charges.**

26 The government agrees to move, at the time of sentencing, to dismiss without prejudice the
27 remaining counts in the pending indictment. The government also agrees not to reinstate any dismissed
28 count except if this agreement is voided as set forth herein, or as provided in paragraphs II.D (Violation

1 of Plea Agreement by Defendant/Withdrawal of Plea(s)), VI.B (Estimated Guideline Calculation), and
2 VII.B (Waiver of Appeal and Collateral Attack) herein.

3 **B. Recommendations.**

4 1. Incarceration Range.

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

7 2. Acceptance of Responsibility.

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

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

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

21 **IV. ELEMENTS OF THE OFFENSE**

22 At a trial, the government would have to prove beyond a reasonable doubt the following
23 elements of the offense to which the defendant is pleading guilty, Count Six, which charges her with
24 Transfer or Attempted Transfer of False Identification Documents, in violation of Title 18, United States
25 Code, Section 1028(a)(2) and (f):

26 First, the defendant knowingly transferred a false identification document;

27 Second, the defendant knew the false identification document was produced without lawful
28 authority; and

1 Third, the false identification document was or appeared to be issued by or under the authority of
2 the United States, specifically, the U.S. Social Security Administration.

3 The defendant fully understands the nature and elements of the crimes charged in the indictment
4 to which she is pleading guilty, together with the possible defenses thereto, and has discussed them with
5 her attorney.

6 **V. MAXIMUM SENTENCE**

7 **A. Maximum Penalty.**

8 The maximum sentence that the Court can impose is fifteen years of incarceration, a fine of
9 \$250,000, a three-year period of supervised release and a special assessment of \$100.

10 **B. Violations of Supervised Release.**

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

14 **VI. SENTENCING DETERMINATION**

15 **A. Statutory Authority.**

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

26 **B. Estimated Guideline Calculation.**

27 Stipulations Affecting Guideline Calculation: The government and the defendant agree that
28 there is no material dispute as to the following sentencing guidelines variables and therefore stipulate to

1 the following:

- 2 1. Base Offense Level: 11 (USSG § 2L2.1)
- 3 2. Specific Offense Characteristics: None (USSG § 2L2.1(B)(2), where defendant's
4 offense involved less than six fraudulent documents)
- 5 3. Adjusted Offense Level: 11
- 6 4. Acceptance of Responsibility: See paragraph III.B.2 above
- 7 5. Criminal History: The parties estimate, but do not stipulate, that the defendant's
8 criminal history category will be I.
- 9 6. Sentencing Range: 4 – 10 months (The defendant understands that if the criminal
10 history category differs from the parties' estimate, her Guidelines sentencing range may
11 differ from that set forth here.)

12 The parties agree that they will not seek or argue in support of any other specific offense
13 characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"),
14 or cross-references. Both parties agree not to move for, or argue in support of, any departure from the
15 Sentencing Guidelines, or any deviance or variance from the Sentencing Guidelines under United States
16 v. Booker, 543 U.S. 220, 125 S.Ct. 738 (2005).

17 The defendant also agrees that the application of the United States Sentencing Guidelines
18 to her case results in a reasonable sentence and that the defendant will not request that the Court apply
19 the sentencing factors under 18 U.S.C. § 3553 to arrive at a different sentence than that called for under
20 the Sentencing Guidelines' advisory guideline range as determined by the Court. The defendant
21 acknowledges that if the defendant requests or suggests in any manner a different sentence than what is
22 called for under the advisory guideline range as determined by the Court, that will be considered a
23 violation of the plea agreement. The government's remedies and remaining obligations in this agreement
24 shall be as outlined in paragraph II.D, above.

25 **VII. WAIVERS**

26 **A. Waiver of Constitutional Rights.**

27 The defendant understands that by pleading guilty she is waiving the following constitutional
28 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to
testify on her behalf; (e) to confront and cross-examine witnesses against her; and (f) not to be

1 compelled to incriminate herself.

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

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

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

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

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

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

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

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

26 Defendant recognizes that pleading guilty may have consequences with respect to her
27 immigration status if she is not a citizen of the United States. Under federal law, a broad range of
28 crimes are removable offenses, including offense(s) to which the defendant is pleading guilty. The

1 defendant and her counsel have discussed the fact that the charge to which the defendant is pleading
2 guilty is an aggravated felony, or a crime that is likely to be determined to be an aggravated felony under
3 8 USC § 1101(a)(43), and that while there may be arguments that defendant can raise in immigration
4 proceedings to avoid or delay removal, it is virtually certain that defendant will be removed. Removal
5 and other immigration consequences are the subject of a separate proceeding, however, and defendant
6 understands that no one, including her attorney or the district court, can predict to a certainty the effect
7 of her conviction on her immigration status. Defendant nevertheless affirms that she wants to plead
8 guilty regardless of any immigration consequences that her plea may entail, even if the consequence is
9 her automatic removal from the United States.

10 **VIII. ENTIRE PLEA AGREEMENT**

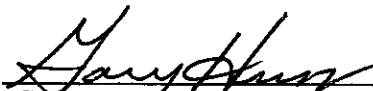
11 Other than this plea agreement, no agreement, understanding, promise, or condition between the
12 government and the defendant exists, nor will such agreement, understanding, promise, or condition
13 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and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

15 **IX. APPROVALS AND SIGNATURES**

16 **A. Defense Counsel.**

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

20 Dated:

21 
22 GARY L. HUSS
23 Attorney for Defendant

24 **B. Defendant:**

25 I have read this plea agreement and carefully reviewed every part of it with my attorney. I
26 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully
27 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my
28 case. No other promises or inducements have been made to me, other than those contained in this plea

1 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.

2 Finally, I am satisfied with the representation of my attorney in this case.

3 Dated: 8/29/16

x 

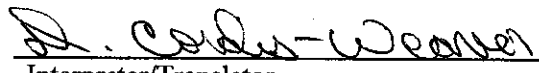
LIZET AMAIRANI RAMIREZ-ZAZUETA
Defendant

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6 **C. Court Certified Interpreter/Translator:**

I declare that I am a court certified Spanish-English interpreter/translator. On

7 8/29/16, I read the entire contents of the foregoing plea agreement to LIZET AMAIRANI
8 RAMIREZ-ZAZUETA, translating the document from English to Spanish.

9 Dated: 8/29/16



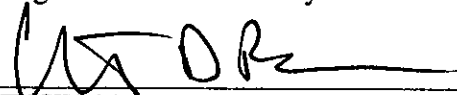
Interpreter/Translator

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13 **D. Attorney for United States:**

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

14 Dated:

PHILLIP A. TALBERT
Acting United States Attorney



CHRISTOPHER D. BAKER
Assistant United States Attorney

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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 LIZET AMAIRANI RAMIREZ-ZAZUETA and co-defendant FRANCISCO JAVIER HIDALGO-FLORES transferred or attempted to transfer false identification documents which appeared to be issued by and under the authority of the United States, and uttered, possessed, obtained, accepted and received 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 RAMIREZ-ZAZUETA and co-defendant HIDALGO-FLORES distributed, delivered, and sold fraudulent identification documents to end-user customers in Fresno and Madera Counties, in the State and Eastern District of California. For instance, on or about February 24, 2016, defendant RAMIREZ-ZAZUETA and co-defendant HIDALGO-FLORES transferred and sold to a customer two (2) fraudulent LPR cards and two (2) fraudulent social security cards for the sum of \$240.00.

U.S. ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF CALIFORNIA
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