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10 Attorneys for Plaintiff  
 11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 v.

17 ARMAN GABAE, E,  
 aka "Arman Gabay,"

18 Defendant.  
 19

No. CR 18-331-GW

PLEA AGREEMENT FOR  
DEFENDANT ARMAN GABAE

20  
 21 1. This constitutes the plea agreement between defendant ARMAN  
 22 GABAE ("defendant") and the United States Attorney's Office for the  
 23 Central District of California (the "USAO") in the above-captioned  
 24 case. This agreement is limited to the USAO and cannot bind any  
 25 other federal, state, local, or foreign prosecuting, enforcement,  
 26 administrative, or regulatory authorities.

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DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to Count Four of the indictment in United States v. Arman Gabae, CR No. 18-331-GW, which charges defendant with Federal Program Bribery in violation of 18 U.S.C. § 666(a)(2).

b. Not contest the Factual Basis agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

h. Pay the applicable fine, which the parties agree is at least \$1,149,000, at or before the time of sentencing.

i. Make restitution, if applicable, at or before the time of sentencing, and not seek the discharge of any restitution

1 obligation, in whole or in part, in any present or future bankruptcy  
2 proceeding.

3 THE USAO'S OBLIGATIONS

4 3. The USAO agrees to:

5 a. Not contest the Factual Basis agreed to in this  
6 agreement.

7 b. Abide by all agreements regarding sentencing contained  
8 in this agreement.

9 c. At the time of sentencing, move to dismiss the  
10 remaining counts of the indictment as against defendant. Defendant  
11 agrees, however, that at the time of sentencing the Court may  
12 consider any dismissed charges in determining the applicable  
13 Sentencing Guidelines range, the propriety and extent of any  
14 departure from that range, and the sentence to be imposed.

15 d. Provided that defendant demonstrates an acceptance of  
16 responsibility for the charged offense as defined in U.S.S.G. §  
17 3E1.1, including as further explained in its application notes and in  
18 particular Note 1(A), up to and including at the time of sentencing,  
19 recommend a two-level reduction in the applicable Sentencing  
20 Guidelines offense level, pursuant to U.S.S.G. § 3E1.1(a).

21 NATURE OF THE OFFENSE

22 4. Defendant understands that for defendant to be guilty of  
23 the crime charged in Count Four, that is, Federal Program Bribery in  
24 violation of 18 U.S.C. § 666(a)(2), the following must be true:

25 a. Defendant corruptly gave, offered, or agreed to give  
26 something of value to a person;

27 b. Defendant intended to influence or reward an agent of  
28 a local government -- here, the County of Los Angeles -- in

1 connection with any business, transaction, or series of transactions  
2 of that local government involving anything of value of \$5,000 or  
3 more; and

4 c. The County of Los Angeles received, in any one year  
5 period, benefits in excess of \$10,000 under a Federal program  
6 involving a grant, contract, subsidy, loan, guarantee, insurance, or  
7 other form of Federal assistance.

8 PENALTIES AND RESTITUTION

9 5. Defendant understands that the statutory maximum sentence  
10 that the Court can impose for a violation of 18 U.S.C. § 666(a)(2)  
11 is: 10 years' imprisonment; a three-year period of supervised  
12 release; a fine of \$250,000 or twice the gross gain or gross loss  
13 resulting from the offense, whichever is greatest; and a mandatory  
14 special assessment of \$100.

15 6. Defendant understands that defendant will be required to  
16 pay full restitution to the victim of the offense to which defendant  
17 is pleading guilty. Defendant agrees that, in return for the USAO's  
18 compliance with its obligations under this agreement, the Court may  
19 order restitution to persons other than the victim of the offense to  
20 which defendant is pleading guilty and in amounts greater than those  
21 alleged in the count to which defendant is pleading guilty. In  
22 particular, defendant agrees that the Court may order restitution to  
23 any victim of any of the following for any losses suffered by that  
24 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.  
25 § 1B1.3, in connection with the offense to which defendant is  
26 pleading guilty; and (b) any counts dismissed pursuant to this  
27 agreement as well as all relevant conduct, as defined in U.S.S.G.  
28 § 1B1.3, in connection with those counts.

1           7. Defendant agrees that any and all fines and/or restitution  
2 ordered by the Court will be due immediately. The government is not  
3 precluded from pursuing, in excess of any payment schedule set by the  
4 Court, any and all available remedies by which to satisfy defendant's  
5 payment of the full financial obligation, including referral to the  
6 Treasury Offset Program.

7           8. Defendant understands that supervised release is a period  
8 of time following imprisonment during which defendant will be subject  
9 to various restrictions and requirements. Defendant understands that  
10 if defendant violates one or more of the conditions of any supervised  
11 release imposed, defendant may be returned to prison for all or part  
12 of the term of supervised release authorized by statute for the  
13 offense that resulted in the term of supervised release, which could  
14 result in defendant serving a total term of imprisonment greater than  
15 the statutory maximum stated above.

16           9. Defendant understands that, by pleading guilty, defendant  
17 may be giving up valuable government benefits and valuable civic  
18 rights, such as the right to vote, the right to possess a firearm,  
19 the right to hold office, and the right to serve on a jury.  
20 Defendant understands that he is pleading guilty to a felony and that  
21 it is a federal crime for a convicted felon to possess a firearm or  
22 ammunition. Defendant understands that the conviction in this case  
23 may also subject defendant to various other collateral consequences,  
24 including but not limited to revocation of probation, parole, or  
25 supervised release in another case and suspension or revocation of a  
26 professional license. Defendant understands that unanticipated  
27 collateral consequences will not serve as grounds to withdraw  
28 defendant's guilty plea.

1 10. Defendant understands that, if defendant is not a United  
2 States citizen, the felony conviction in this case may subject  
3 defendant to: removal, also known as deportation, which may, under  
4 some circumstances, be mandatory; denial of citizenship; and denial  
5 of admission to the United States in the future. The Court cannot,  
6 and defendant's attorney also may not be able to, advise defendant  
7 fully regarding the immigration consequences of the felony conviction  
8 in this case. Defendant understands that unexpected immigration  
9 consequences will not serve as grounds to withdraw defendant's guilty  
10 plea.

11 FACTUAL BASIS

12 11. Defendant admits that defendant is, in fact, guilty of the  
13 offense to which defendant is agreeing to plead guilty. Defendant  
14 and the USAO agree to the statement of facts provided below and agree  
15 that this statement of facts is sufficient to support a plea of  
16 guilty to the charge described in this agreement and to establish the  
17 Sentencing Guidelines factors set forth in paragraph 13 below but is  
18 not meant to be a complete recitation of all facts relevant to the  
19 underlying criminal conduct or all facts known to either party that  
20 relate to that conduct.

21 Background

22 At all times relevant to the charges in the indictment,  
23 defendant was a real estate developer who conducted business with the  
24 County of Los Angeles ("County"). He was the co-managing partner and  
25 co-founder of the Charles Company, a real estate development firm  
26 that developed and maintained commercial and residential real estate  
27 projects. Defendant was also a partner of the California limited  
28 partnership M&A Gabae, among other entities. Defendant's business

1 activities included obtaining contracts with the County, whereby the  
2 County would lease property owned by defendant, often through one of  
3 his companies.

4 Cooperating Witness 1 ("CW1") was a public official employed by  
5 the County in the Real Estate Division. CW1's duties involved  
6 negotiating leases between private building and property owners and  
7 various County departments. CW1 was also able to request and receive  
8 proposals from private real estate developers, like defendant, who  
9 wanted to lease their buildings to County departments. Once a  
10 property was identified for a County department in need of space, CW1  
11 was able to negotiate lease terms and draft lease agreements for the  
12 County and private property owners, or direct others to do so. Based  
13 on CW1's level of seniority, CW1 had significant autonomy to  
14 contractually bind the County. In particular, CW1 had authority to  
15 negotiate contract terms on behalf of the County, although final  
16 contract approval lay with the Board of Supervisors, and CW1 had  
17 authority to approve, with others, change orders on contracts.

18 The County was a local government that received, every calendar  
19 year between 2010 and 2017, benefits in excess of \$10,000 under a  
20 Federal program involving a grant, contract, subsidy, loan,  
21 guarantee, insurance, or other form of Federal assistance. In fact,  
22 multiple County departments or agencies, including but not limited to  
23 the Department of Public Social Services ("DPSS"), received Federal  
24 assistance that exceeded \$10,000 every calendar year between 2010 and  
25 2017.

26 **Monthly Bribe Payments**

27 Beginning in or about 2010 or 2011, and continuing until on or  
28 about April 11, 2017, defendant paid CW1 bribes and kickbacks of

1 approximately \$1,000 about every month, in exchange for, among other  
 2 things: (a) CW1 providing non-public County information to defendant;  
 3 (b) CW1 resolving issues between defendant and County departments or  
 4 agencies on terms favorable to defendant; and (c) CW1 helping to  
 5 secure County leases for defendant and negotiating terms in those  
 6 leases that were beneficial to defendant.

7 On or about the following dates, during recorded meetings,  
 8 defendant paid CW1 the following cash bribes and kickbacks:

DATE	AMOUNT OF CASH BRIBE AND KICKBACK
December 20, 2016	\$1,500
December 30, 2016	\$1,500
January 27, 2017	\$1,000
March 1, 2017	\$1,000
March 31, 2017	\$900
April 11, 2017	\$100

17 **Hawthorne Mall and DPSS Lease**

18 One of the County leases defendant sought was for the Hawthorne  
 19 Mall, aka the "Hawthorne Plaza" or "Hawthorne Plaza Shopping Center,"  
 20 located in Hawthorne, California. Through one of his companies,  
 21 defendant owned and was redeveloping the Hawthorne Mall. Beginning  
 22 in or around 2016, defendant sought a contract through which the  
 23 County would lease space from defendant for DPSS and other County  
 24 departments or agencies in the Hawthorne Mall (the "DPSS Lease"). As  
 25 drafted, the DPSS Lease anticipated a term of 10 years and payments  
 26 to defendant, in the form of rent and tenant improvements  
 27 reimbursable by the County, in excess of \$45 million.  
 28



1 To secure that DPSS Lease, beginning in or about, but no later  
2 than, December 2016 and continuing until on or about April 25, 2017,  
3 defendant attempted to bribe, and did bribe, CW1 with (a) the monthly  
4 cash bribe payments and (b) the purchase of a residential property in  
5 Northern California for CW1's use. In exchange for these bribes,  
6 defendant sought to have CW1 perform various official acts related to  
7 the DPSS Lease including, among other things: (a) CW1 exerting  
8 pressure on County departments to complete and submit Space Request  
9 Evaluations ("SREs"), an official request for office space that would  
10 have allowed CW1 to begin more formal lease negotiations with  
11 defendant; (b) CW1 pretending to publically engage in the normal  
12 County bidding process for County leases, but in fact, promising  
13 defendant that CW1 would give defendant favorable treatment to ensure  
14 that defendant received the DPSS Lease; (c) CW1 exerting pressure on  
15 a subordinate employee ("County Employee 1") in the Real Estate  
16 Division to draft the DPSS Lease for defendant, and to do so  
17 expeditiously and no later than August 2017; (d) CW1 using CW1's  
18 influence to pressure County Employee 1 to draft the DPSS Lease in  
19 such a way that it "looked good on paper," meaning that it did not  
20 appear suspect or raise concerns; (e) CW1 using CW1's influence to  
21 pressure DPSS to agree to the terms in the DPSS Lease; and (f) CW1  
22 ultimately obtaining the signed DPSS Lease for defendant.

23 To uphold his end of the quid pro quo arrangement, defendant  
24 first offered to purchase for CW1 a property on Barnes Road in Santa  
25 Rosa, California, listed at \$1,199,000, but the property was already  
26 in escrow. Thereafter, defendant offered to buy CW1 a property on  
27 Annadel Heights Drive in Santa Rosa, which was originally listed for  
28 \$1,199,000 but later reduced to \$1,095,000. In April 2017, defendant

1 made two purchase offers on the Annadel Heights Drive property -- the  
2 first offer was for \$1,035,000, and the second offer was for  
3 \$1,065,000. Defendant intended to purchase the Annadel Heights Drive  
4 property for CW1; however, he rescinded his second purchase offer  
5 hours after he made it, because FBI agents had approached and  
6 informed him that the FBI was aware of his bribes to CW1.

7 SENTENCING FACTORS

8 12. Defendant understands that in determining defendant's  
9 sentence the Court is required to calculate the applicable Sentencing  
10 Guidelines range and to consider that range, possible departures  
11 under the Sentencing Guidelines, and the other sentencing factors set  
12 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
13 Sentencing Guidelines are advisory only, that defendant cannot have  
14 any expectation of receiving a sentence within the calculated  
15 Sentencing Guidelines range, and that after considering the  
16 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
17 be free to exercise its discretion to impose any sentence it finds  
18 appropriate up to the maximum set by statute for the crime of  
19 conviction.

20 13. Defendant and the USAO agree to the following applicable  
21 Sentencing Guidelines factors:

22	Base Offense Level:	12	[U.S.S.G. § 2C1.1(a)(2)]
23	Specific Offense		
24	Characteristics		
25	-More Than One Bribe:	+2	[U.S.S.G. § 2C1.1(b)(1)]
26	-Value of the Bribe:	+14	[U.S.S.G. §§ 2C1.1(b)(2), 2B1.1(b)(1)(H)]

27 Defendant and the USAO reserve the right to argue that additional  
28 specific offense characteristics, adjustments, and departures under

1 the Sentencing Guidelines are appropriate. For example, the USAO  
2 will argue that the following specific offense characteristic  
3 applies: a four-level increase for bribing an official in a high-  
4 level decision making or sensitive position under U.S.S.G. §  
5 2C1.1(b)(3).

6 14. Defendant understands that there is no agreement as to  
7 defendant's criminal history or criminal history category.

8 15. Defendant and the USAO reserve the right to argue for a  
9 sentence outside the sentencing range established by the Sentencing  
10 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
11 (a)(2), (a)(3), (a)(6), and (a)(7).

12 WAIVER OF CONSTITUTIONAL RIGHTS

13 16. Defendant understands that by pleading guilty, defendant  
14 gives up the following rights:

15 a. The right to persist in a plea of not guilty.

16 b. The right to a speedy and public trial by jury.

17 c. The right to be represented by counsel -- and if  
18 necessary have the Court appoint counsel -- at trial. Defendant  
19 understands, however, that, defendant retains the right to be  
20 represented by counsel -- and if necessary have the Court appoint  
21 counsel -- at every other stage of the proceeding.

22 d. The right to be presumed innocent and to have the  
23 burden of proof placed on the government to prove defendant guilty  
24 beyond a reasonable doubt.

25 e. The right to confront and cross-examine witnesses  
26 against defendant.

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1           f.     The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4           g.     The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

7           h.     Any and all rights to pursue any affirmative defenses,  
8 Fourth Amendment or Fifth Amendment claims, and other pretrial  
9 motions that have been filed or could be filed.

10                                   WAIVER OF APPEAL OF CONVICTION

11           17.    Defendant understands that, with the exception of an appeal  
12 based on a claim that defendant's guilty plea was involuntary, by  
13 pleading guilty defendant is waiving and giving up any right to  
14 appeal defendant's conviction on the offense to which defendant is  
15 pleading guilty. Defendant understands that this waiver includes,  
16 but is not limited to, arguments that the statute to which defendant  
17 is pleading guilty is unconstitutional, and any and all claims that  
18 the statement of facts provided herein is insufficient to support  
19 defendant's plea of guilty.

20                                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21           18.    Defendant agrees that, provided the Court imposes a total  
22 term of imprisonment on all counts of conviction of no more than 108  
23 months, defendant gives up the right to appeal all of the following:  
24 (a) the procedures and calculations used to determine and impose any  
25 portion of the sentence; (b) the term of imprisonment imposed by the  
26 Court; (c) the fine imposed by the Court, provided it is within the  
27 statutory maximum; (d) to the extent permitted by law, the  
28 constitutionality or legality of defendant's sentence, provided it is

1 within the statutory maximum; (e) the amount and terms of any  
2 restitution order; (f) the term of probation or supervised release  
3 imposed by the Court, provided it is within the statutory maximum;  
4 and (g) any of the following conditions of probation or supervised  
5 release imposed by the Court: the conditions set forth in General  
6 Order 20-04 of this Court; the drug testing conditions mandated by 18  
7 U.S.C. §§ 3563(a) (5) and 3583(d); and the alcohol and drug use  
8 conditions authorized by 18 U.S.C. § 3563(b) (7).

9 19. The USAO agrees that, provided (a) all portions of the  
10 sentence are at or below the statutory maximum specified above and  
11 (b) the Court imposes a term of imprisonment of no less than 87  
12 months, the USAO gives up its right to appeal any portion of the  
13 sentence, with the exception that the USAO reserves the right to  
14 appeal the following: the amount of a fine ordered if that amount is  
15 less than \$1,149,000.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

17 20. Defendant agrees that if, after entering a guilty plea  
18 pursuant to this agreement, defendant seeks to withdraw and succeeds  
19 in withdrawing defendant's guilty plea on any basis other than a  
20 claim and finding that entry into this plea agreement was  
21 involuntary, then (a) the USAO will be relieved of all of its  
22 obligations under this agreement; and (b) should the USAO choose to  
23 pursue any charge that was either dismissed or not filed as a result  
24 of this agreement, then (i) any applicable statute of limitations  
25 will be tolled between the date of defendant's signing of this  
26 agreement and the filing commencing any such action; and  
27 (ii) defendant waives and gives up all defenses based on the statute  
28 of limitations, any claim of pre-indictment delay, or any speedy

1 trial claim with respect to any such action, except to the extent  
2 that such defenses existed as of the date of defendant's signing this  
3 agreement.

4 EFFECTIVE DATE OF AGREEMENT

5 21. This agreement is effective upon signature and execution of  
6 all required certifications by defendant, defendant's counsel, and an  
7 Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 22. Defendant agrees that if defendant, at any time after the  
10 signature of this agreement and execution of all required  
11 certifications by defendant, defendant's counsel, and an Assistant  
12 United States Attorney, knowingly violates or fails to perform any of  
13 defendant's obligations under this agreement ("a breach"), the USAO  
14 may declare this agreement breached. All of defendant's obligations  
15 are material, a single breach of this agreement is sufficient for the  
16 USAO to declare a breach, and defendant shall not be deemed to have  
17 cured a breach without the express agreement of the USAO in writing.  
18 If the USAO declares this agreement breached, and the Court finds  
19 such a breach to have occurred, then: (a) if defendant has previously  
20 entered a guilty plea pursuant to this agreement, defendant will not  
21 be able to withdraw the guilty plea, and (b) the USAO will be  
22 relieved of all its obligations under this agreement.

23 23. Following the Court's finding of a knowing breach of this  
24 agreement by defendant, should the USAO choose to pursue any charge  
25 that was either dismissed or not filed as a result of this agreement,  
26 then:  
27  
28

1 a. Defendant agrees that any applicable statute of  
2 limitations is tolled between the date of defendant's signing of this  
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on  
5 the statute of limitations, any claim of pre-indictment delay, or any  
6 speedy trial claim with respect to any such action, except to the  
7 extent that such defenses existed as of the date of defendant's  
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a hearing  
11 occurred prior to the breach); (ii) the agreed to factual basis  
12 statement in this agreement; and (iii) any evidence derived from such  
13 statements, shall be admissible against defendant in any such action  
14 against defendant, and defendant waives and gives up any claim under  
15 the United States Constitution, any statute, Rule 410 of the Federal  
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
17 Procedure, or any other federal rule, that the statements or any  
18 evidence derived from the statements should be suppressed or are  
19 inadmissible.

20 COURT AND UNITED STATES PROBATION

21 AND PRETRIAL SERVICES OFFICE NOT PARTIES

22 24. Defendant understands that the Court and the United States  
23 Probation and Pretrial Services Office are not parties to this  
24 agreement and need not accept any of the USAO's sentencing  
25 recommendations or the parties' agreements to facts or sentencing  
26 factors.

27 25. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the  
2 Court, (b) correct any and all factual misstatements relating to the  
3 Court's Sentencing Guidelines calculations and determination of  
4 sentence, and (c) argue on appeal and collateral review that the  
5 Court's Sentencing Guidelines calculations and the sentence it  
6 chooses to impose are not error, although each party agrees to  
7 maintain its view that the calculations in paragraph 13 are  
8 consistent with the facts of this case. This paragraph permits both  
9 the USAO and defendant to submit full and complete factual  
10 information to the United States Probation and Pretrial Services  
11 Office and the Court, even if that factual information may be viewed  
12 as inconsistent with the Factual Basis and Sentencing Factors agreed  
13 to in this agreement.

14 26. Defendant understands that even if the Court ignores any  
15 sentencing recommendation, finds facts or reaches conclusions  
16 different from those agreed to, and/or imposes any sentence up to the  
17 maximum established by statute, defendant cannot, for that reason,  
18 withdraw defendant's guilty plea, and defendant will remain bound to  
19 fulfill all defendant's obligations under this agreement. Defendant  
20 understands that no one -- not the prosecutor, defendant's attorney,  
21 or the Court -- can make a binding prediction or promise regarding  
22 the sentence defendant will receive, except that it will be within  
23 the statutory maximum.

24 NO ADDITIONAL AGREEMENTS

25 27. Defendant understands that, except as set forth herein,  
26 there are no promises, understandings, or agreements between the USAO  
27 and defendant or defendant's attorney, and that no additional  
28



1 promise, understanding, or agreement may be entered into unless in a  
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 28. The parties agree that this agreement will be considered  
5 part of the record of defendant's guilty plea hearing as if the  
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE  
9 FOR THE CENTRAL DISTRICT OF  
10 CALIFORNIA

11 TRACY L. WILKISON  
12 United States Attorney



April 26, 2022

13 RUTH C. PINKEL  
14 LINDSEY GREER DOTSON  
15 THOMAS F. RYBARCZYK  
16 Assistant United States Attorneys

Date

17 ARMAN GABAE  
18 Defendant

Date

19 MARC A. AGNIFILO  
20 Attorney for Defendant ARMAN GABAE

Date

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8 UNITED STATES ATTORNEY'S OFFICE  
9 FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

10 TRACY L. WILKISON  
11 United States Attorney

12 \_\_\_\_\_  
13 RUTH C. PINKEL  
14 LINDSEY GREER DOTSON  
15 THOMAS F. RYBARCZYK  
Assistant United States Attorneys

\_\_\_\_\_  
Date

4/26/2022

16 ARMAN GABAEI  
17 Defendant

\_\_\_\_\_  
Date

18 \_\_\_\_\_  
19 MARGA A. AGNIFILO  
Attorney for Defendant ARMAN GABAEI

\_\_\_\_\_  
Date

April 26, 2022

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

\_\_\_\_\_  
ARMAN GABAEI  
Defendant

4/26/2022  
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Date

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CERTIFICATION OF DEFENDANT’S ATTORNEY

I am defendant ARMAN GABAEЕ’s attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client’s decision to enter into this agreement is an informed and voluntary one; and the Factual Basis set forth in this agreement is sufficient to support my client’s entry of a guilty plea pursuant to this agreement.

  
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MARC A. AGNELLO  
Attorney for Defendant ARMAN GABAEЕ

*April 26, 2022*  
\_\_\_\_\_  
Date