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 UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,
 13 Plaintiff,
 14 v.
 15 JESSICA GODOY RAMOS,
 16 Defendant.

No. CR 17-00671-DMG

PLEA AGREEMENT FOR DEFENDANT
JESSICA GODOY RAMOS

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

DEFENDANT'S OBLIGATIONS

24 2. Defendant agrees to:
 25 a) At the earliest opportunity requested by the USAO and
 26 provided by the Court, appear and plead guilty to Count One of the
 27

1 information, which charges defendant with Mail Fraud, in violation
2 of 18 U.S.C. § 1341.

3 b) Not contest facts agreed to in this agreement.

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

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

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

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

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of
24 imprisonment imposed exceeds three years.

25 THE USAO'S OBLIGATIONS

26 3. The USAO agrees to:

27 a) Not contest facts agreed to in this agreement.
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1 or loss, whichever is greatest; and a mandatory special assessment
2 of \$100.

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

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

25 8. Defendant understands that, if defendant is not a United
26 States citizen, the felony conviction in this case may subject
27 defendant to: removal, also known as deportation, which may, under
28 some circumstances, be mandatory; denial of citizenship; and denial

1 of admission to the United States in the future. The court cannot,
2 and defendant's attorney also may not be able to, advise defendant
3 fully regarding the immigration consequences of the felony
4 conviction in this case. Defendant understands that unexpected
5 immigration consequences will not serve as grounds to withdraw
6 defendant's guilty plea.

7 9. Defendant understands that defendant will be required to
8 pay full restitution to the victims of the offense to which
9 defendant is pleading guilty. Defendant agrees that, in return for
10 the USAO's compliance with its obligations under this agreement, the
11 Court may order restitution to persons other than the victims of the
12 offenses to which defendant is pleading guilty and in amounts
13 greater than those alleged in the count to which defendant is
14 pleading guilty. In particular, defendant agrees that the Court may
15 order restitution to any victim of any of the following for any
16 losses suffered by that victim as a result: (a) any relevant
17 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
18 offenses to which defendant is pleading guilty; and (b) any counts
19 dismissed and charges not prosecuted pursuant to this agreement as
20 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
21 connection with those counts and charges.

22 FACTUAL BASIS

23 10. Defendant admits that defendant is, in fact, guilty of the
24 offenses to which defendant is agreeing to plead guilty. Defendant
25 and the USAO agree to the statement of facts provided below and
26 agree that this statement of facts is sufficient to support a plea
27 of guilty to the charges described in this agreement and to
28 establish the Sentencing Guidelines factors set forth below but is

1 not meant to be a complete recitation of all facts relevant to the
2 underlying criminal conduct or all facts known to either party that
3 relate to that conduct.

4 Beginning in or before 2014, and continuing through at least
5 February 2017, defendant knowingly devised and participated in
6 a scheme to defraud. The fraudulent scheme operated in the
7 following manner: Defendant, who neither attended law school
8 nor passed the bar exam, found a practicing attorney in New
9 York with a similar name, and impersonated her. Posing as the
10 genuine attorney, defendant solicited attorney's fees from
11 victims who needed help with immigration matters. With some
12 victims, defendant took their money and performed no services,
13 falsely telling them that their immigration applications had
14 been submitted. With other victims, defendant submitted
15 immigration petitions on their behalf as though she were an
16 attorney. Defendant also counterfeited immigration parole
documents and gave them to her clients to make it appear that
she had succeeded on their behalf. On or about May 25, 2016,
defendant mailed a Form I-485, Application to Register
Permanent Residence or Adjust Status, and a Form I-130,
Petition for Alien Relative, to carry out an essential part of
the scheme. Throughout the scheme, defendant acted with the
intent to defraud and solicited at least \$75,000 in fees by
falsely claiming to be an attorney from at least 50 victims.

SENTENCING FACTORS

17 11. Defendant understands that in determining defendant's
18 sentence the Court is required to calculate the applicable
19 Sentencing Guidelines range and to consider that range, possible
20 departures under the Sentencing Guidelines, and the other sentencing
21 factors set forth in 18 U.S.C. § 3553(a). Defendant understands
22 that the Sentencing Guidelines are advisory only, that defendant
23 cannot have any expectation of receiving a sentence within the
24 calculated Sentencing Guidelines range, and that after considering
25 the Sentencing Guidelines and the other § 3553(a) factors, the Court
26 will be free to exercise its discretion to impose any sentence it
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1 finds appropriate up to the maximum set by statute for the crimes of
2 conviction.

3 12. Defendant and the USAO agree to the following applicable
4 Sentencing Guidelines factors:

5	Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
6	Loss within \$40-95K:	+6	U.S.S.G. § 2B1.1(b)(1)
7	More than 10 victims:	+2	U.S.S.G. § 2B1.1(a)(2)
8	Vulnerable victim:	+2	U.S.S.G. § 3A1.1(b)(1)
9	Abuse of pos. of trust:	+2	U.S.S.G. § 3B1.3

10 Defendant and the USAO reserve the right to argue that additional
11 specific offense characteristics, adjustments, and departures under
12 the Sentencing Guidelines are appropriate.

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

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

19 WAIVER OF CONSTITUTIONAL RIGHTS

20 15. Defendant understands that by pleading guilty, defendant
21 gives up the following rights:

- 22 a) The right to persist in a plea of not guilty.
23 b) The right to a speedy and public trial by jury.
24 c) The right to be represented by counsel - and if
25 necessary have the court appoint counsel - at trial. Defendant
26 understands, however, that, defendant retains the right to be
27 represented by counsel - and if necessary have the court appoint
28 counsel - at every other stage of the proceeding.

1 d) The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e) The right to confront and cross-examine witnesses
5 against defendant.

6 f) The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g) The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h) Any and all rights to pursue any affirmative
13 defenses, Fourth Amendment or Fifth Amendment claims, and other
14 pretrial motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 16. Defendant understands that, with the exception of an
17 appeal based on a claim that defendant's guilty pleas were
18 involuntary, by pleading guilty defendant is waiving and giving up
19 any right to appeal defendant's convictions on the offenses to which
20 defendant is pleading guilty.

21 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22 17. Defendant agrees that, provided the Court imposes a term
23 of imprisonment of no more than three years, defendant gives up the
24 right to appeal all of the following: (a) the procedures and
25 calculations used to determine and impose any portion of the
26 sentence; (b) the term of imprisonment imposed by the Court; (c) the
27 fine imposed by the court, provided it is within the statutory
28 maximum; (d) the term of probation or supervised release imposed by

1 the Court, provided it is within the statutory maximum; (e) the
2 amount and terms of any restitution order, provided it requires
3 payment of no more than \$160,000; and (f) the conditions of
4 probation or supervised release imposed by the Court.

5 18. Defendant also gives up any right to bring a post-
6 conviction collateral attack on the convictions or sentence,
7 including any order of restitution, except a post-conviction
8 collateral attack based on a claim of ineffective assistance of
9 counsel, a claim of newly discovered evidence, or an explicitly
10 retroactive change in the applicable Sentencing Guidelines,
11 sentencing statutes, or statutes of conviction.

12 19. The USAO gives up its right to appeal any portion of the
13 sentence.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

3 EFFECTIVE DATE OF AGREEMENT

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

7 BREACH OF AGREEMENT

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

24 23. Following the Court's finding of a knowing breach of this
25 agreement by defendant, should the USAO choose to pursue any charge
26 that was either dismissed or not filed as a result of this
27 agreement, then:
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1 a) Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of
3 this 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
6 any speedy trial claim with respect to any such action, except to
7 the 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
13 such statements, shall be admissible against defendant in any such
14 action against defendant, and defendant waives and gives up any
15 claim under the United States Constitution, any statute, Rule 410 of
16 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
17 Criminal Procedure, or any other federal rule, that the statements
18 or any evidence derived from the statements should be suppressed or
19 are inadmissible.

20 COURT AND PROBATION OFFICE NOT PARTIES

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

25 25. Defendant understands that both defendant and the USAO are
26 free to: (a) supplement the facts by supplying relevant information
27 to the United States Probation Office and the Court, (b) correct any
28 and all factual misstatements relating to the Court's Sentencing

1 Guidelines calculations and determination of sentence, and (c) argue
2 on appeal and collateral review that the Court's Sentencing
3 Guidelines calculations and the sentence it chooses to impose are
4 not error, although each party agrees to maintain its view that the
5 calculations in the plea agreement are consistent with the facts of
6 this case. While this paragraph permits both the USAO and defendant
7 to submit full and complete factual information to the United States
8 Probation Office and the Court, even if that factual information may
9 be viewed as inconsistent with the facts agreed to in this
10 agreement, this paragraph does not affect defendant's and the USAO's
11 obligations not to contest the facts agreed to in this agreement.

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

22 NO ADDITIONAL AGREEMENTS

23 27. Defendant understands that, except as set forth herein,
24 there are no promises, understandings, or agreements between the
25 USAO and defendant or defendant's attorney, and that no additional
26 promise, understanding, or agreement may be entered into unless in a
27 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

SANDRA R. BROWN
Acting United States Attorney

Andrew Brown

October 20, 2017

ANDREW BROWN
Assistant United States Attorney

Date

Jessica Godoy Ramos
JESSICA GODOY RAMOS
Defendant

10-23-17
Date

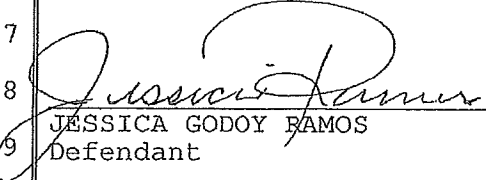
Jennifer Uyeda
JENNIFER UYEDA
Attorney for Defendant
JESSICA GODOY RAMOS

10/23/17
Date

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

1 to me other than those contained in this agreement. No one has
2 threatened or forced me in any way to enter into this agreement. I
3 am satisfied with the representation of my attorney in this matter,
4 and I am pleading guilty because I am guilty of the charges and wish
5 to take advantage of the promises set forth in this agreement, and
6 not for any other reason.

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8 
9 JESSICA GODOY RAMOS
Defendant

10 - 23 - 17
Date

11 CERTIFICATION OF DEFENDANT'S ATTORNEY

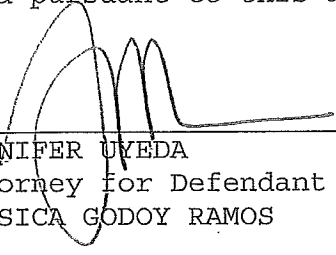
12 I am JESSICA GODOY RAMOS's attorney. I have carefully and
13 thoroughly discussed every part of this agreement with my client.
14 Further, I have fully advised my client of my client's rights, of
15 possible pretrial motions that might be filed, of possible defenses
16 that might be asserted either prior to or at trial, of the
17 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
18 Sentencing Guidelines provisions, and of the consequences of
19 entering into this agreement. To my knowledge: no promises,
20 inducements, or representations of any kind have been made to my
21 client other than those contained in this agreement; no one has
22 threatened or forced my client in any way to enter into this
23 agreement; my client's decision to enter into this agreement is an
24 informed and voluntary one; and the factual basis set forth in this
25 agreement is sufficient to support my client's entry of a guilty

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1 plea pursuant to this agreement.

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JENNIFER UYEDA
Attorney for Defendant
JESSICA GODOY RAMOS

10/23/17

Date

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