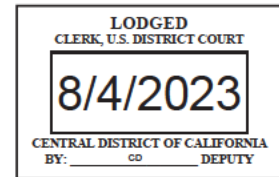
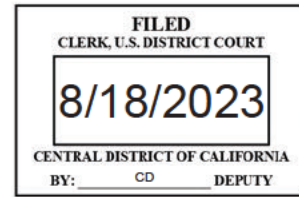


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**REDACTED PLEA
AGREEMENT**

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United States Attorney
2 MACK E. JENKINS
Assistant United States Attorney
3 Chief, Criminal Division
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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 ROBERT MANUEL NACIONALES TAFOYA,

18 Defendant.

No. CR 2:23-cr-00384-MEMF

PLEA AGREEMENT FOR DEFENDANT
ROBERT MANUEL NACIONALES TAFOYA

19
20 1. This constitutes the plea agreement between ROBERT MANUEL
21 NACIONALES TAFOYA ("defendant") and the United States Attorney's
22 Office for the Central District of California ("the USAO") in the
23 investigation of the matter described herein. This agreement is
24 limited to the USAO and cannot bind any other federal, state, local,
25 or foreign prosecuting, enforcement, administrative, or regulatory
26 authorities.

27 DEFENDANT'S OBLIGATIONS

28 2. Defendant agrees to:

1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a two-count information in the form
4 attached to this agreement as Exhibit A or a substantially similar
5 form, which charges defendant with aiding and abetting Federal
6 Program Bribery, in violation of 18 U.S.C. §§ 666(a)(2), (2)(a), and
7 Attempting to Evade or Defeat the Payment of Tax, in violation of
8 26 U.S.C. § 7201.

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

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

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

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

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

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

25 3. Defendant further agrees to cooperate fully with the USAO,
26 the Federal Bureau of Investigation, Internal Revenue Service—
27 Criminal Investigation, and, as directed by the USAO, any other
28 federal, state, local, or foreign prosecuting, enforcement,

1 administrative, or regulatory authority. This cooperation requires
2 defendant to:

3 a. Respond truthfully and completely to all questions
4 that may be put to defendant, whether in interviews, before a grand
5 jury, or at any trial or other court proceeding.

6 b. Attend all meetings, grand jury sessions, trials or
7 other proceedings at which defendant's presence is requested by the
8 USAO or compelled by subpoena or court order.

9 c. Produce voluntarily all documents, records, or other
10 tangible evidence relating to matters about which the USAO, or its
11 designee, inquires.

12 d. If requested to do so by the USAO, act in an
13 undercover capacity to the best of defendant's ability in connection
14 with criminal investigations by federal, state, local, or foreign law
15 enforcement authorities, in accordance with the express instructions
16 of those law enforcement authorities. Defendant agrees not to act in
17 an undercover capacity, tape record any conversations, or gather any
18 evidence except after a request by the USAO and in accordance with
19 express instructions of federal, state, local, or foreign law
20 enforcement authorities.

21 4. For purposes of this agreement: (1) "Cooperation
22 Information" shall mean any statements made, or documents, records,
23 tangible evidence, or other information provided, by defendant
24 pursuant to defendant's cooperation under this agreement or pursuant
25 to the letter agreement previously entered into by the parties dated
26 May 2, 2023 (the "Letter Agreement"); and (2) "Plea Information"
27 shall mean any statements made by defendant, under oath, at the
28

1 guilty plea hearing and the agreed to Factual Basis statement in this
2 agreement.

3 THE USAO'S OBLIGATIONS

4 5. The USAO agrees to:

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

7 b. At the time of sentencing, provided that defendant
8 demonstrates an acceptance of responsibility for the offenses up to
9 and including the time of sentencing, recommend a two-level reduction
10 in the applicable Sentencing Guidelines offense level, pursuant to
11 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
12 additional one-level reduction if available under that section.

13 c. At the time of sentencing, provided that defendant
14 demonstrates an acceptance of responsibility for the offenses up to
15 and including the time of sentencing, recommend a one-level downward
16 variance for defendant's payment of his outstanding tax liability as
17 of August 2021 prior to the filing of any criminal charges in this
18 matter against defendant.

19 6. The USAO further agrees:

20 a. Not to offer as evidence in its case-in-chief in the
21 above-captioned case or any other criminal prosecution that may be
22 brought against defendant by the USAO, or in connection with any
23 sentencing proceeding in any criminal case that may be brought
24 against defendant by the USAO, any Cooperation Information.

25 Defendant agrees, however, that the USAO may use both Cooperation
26 Information and Plea Information: (1) to obtain and pursue leads to
27 other evidence, which evidence may be used for any purpose, including
28 any criminal prosecution of defendant; (2) to cross-examine defendant

1 should defendant testify, or to rebut any evidence offered, or
2 argument or representation made, by defendant, defendant's counsel,
3 or a witness called by defendant in any trial, sentencing hearing, or
4 other court proceeding; and (3) in any criminal prosecution of
5 defendant for false statement, obstruction of justice, or perjury.

6 b. Not to use Cooperation Information against defendant
7 at sentencing for the purpose of determining the applicable guideline
8 range, including the appropriateness of an upward departure, or the
9 sentence to be imposed, and to recommend to the Court that
10 Cooperation Information not be used in determining the applicable
11 guideline range or the sentence to be imposed. Defendant
12 understands, however, that Cooperation Information will be disclosed
13 to the United States Probation and Pretrial Services Office and the
14 Court, and that the Court may use Cooperation Information for the
15 purposes set forth in U.S.S.G. § 1B1.8(b) and for determining the
16 sentence to be imposed.

17 c. In connection with defendant's sentencing, to bring to
18 the Court's attention the nature and extent of defendant's
19 cooperation.

20 d. If the USAO determines, in its exclusive judgment,
21 that defendant has both complied with defendant's obligations under
22 paragraphs 2 and 3 above and provided substantial assistance to law
23 enforcement in the prosecution or investigation of another
24 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
25 § 5K1.1 to fix an offense level and corresponding guideline range
26 below that otherwise dictated by the sentencing guidelines, and to
27 recommend a term of imprisonment within this reduced range.

28

DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

7. Defendant understands the following:

a. Any knowingly false or misleading statement by defendant will subject defendant to prosecution for false statement, obstruction of justice, and perjury and will constitute a breach by defendant of this agreement.

b. Nothing in this agreement requires the USAO or any other prosecuting, enforcement, administrative, or regulatory authority to accept any cooperation or assistance that defendant may offer, or to use it in any particular way.

c. Defendant cannot withdraw defendant's guilty pleas if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a reduced guideline range or if the USAO makes such a motion and the Court does not grant it or if the Court grants such a USAO motion but elects to sentence above the reduced range.

d. At this time the USAO makes no agreement or representation as to whether any cooperation that defendant has provided or intends to provide constitutes or will constitute substantial assistance. The decision whether defendant has provided substantial assistance will rest solely within the exclusive judgment of the USAO.

e. The USAO's determination whether defendant has provided substantial assistance will not depend in any way on whether the government prevails at any trial or court hearing in which defendant testifies or in which the government otherwise presents information resulting from defendant's cooperation.

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NATURE OF THE OFFENSES

1
2 8. Defendant understands that for defendant to be guilty of
3 the crime charged in Count One of the Information, that is, Federal
4 Program Bribery in violation of 18 U.S.C. § 666(a)(2), he must have
5 committed the crime of Federal Program Bribery and/or aided and
6 abetted in its commission.

7 9. For defendant to have committed the crime of Federal
8 Program Bribery, in violation of 18 U.S.C. § 666(a)(2), the following
9 must be true:

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

12 b. Defendant intended to influence or reward an agent of
13 a local government -- here, the City of Baldwin Park -- in connection
14 with any business, transaction, or series of transactions of that
15 local government involving anything of value of \$5,000 or more; and

16 c. The City of Baldwin Park received, in any one-year
17 period, benefits in excess of \$10,000 under a Federal program
18 involving a grant, contract, subsidy, loan, guarantee, insurance, or
19 other form of Federal assistance.

20 10. For defendant to have aided and abetted in the commission
21 of Federal Program Bribery, in violation of 18 U.S.C. § 666(a)(2),
22 the following must be true:

23 a. Someone else committed Federal Program Bribery;

24 b. Defendant aided, counseled, commanded, induced, or
25 procured that person with respect to at least one element of Federal
26 Program Bribery;

27 c. Defendant acted with the intent to facilitate Federal
28 Program Bribery; and

1 d. Defendant acted before the crime was completed.

2 11. Defendant understands that for defendant to be guilty of
3 the crime charged in Count Two of the Information, that is, Evasion
4 of Payment of Tax, in violation of 26 U.S.C. § 7201, the following
5 must be true:

6 a. Defendant had additional tax due and owing;

7 b. Defendant made an affirmative attempt to evade or
8 defeat payment of income tax due and owing by him; and

9 c. In attempting to evade or defeat payment of income tax
10 due and owing by him, defendant acted willfully. A defendant acts
11 willfully when defendant knows that federal tax law imposed a duty on
12 defendant and defendant intentionally and voluntarily violates that
13 duty.

14 PENALTIES

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

22 13. Defendant understands that the statutory maximum sentence
23 that the Court can impose for a violation of 26 U.S.C. § 7201 is:
24 five years' imprisonment; a three-year period of supervised release;
25 a fine of \$250,000 or twice the gross gain or gross loss resulting
26 from the offense, whichever is greatest; and a mandatory special
27 assessment of \$100.

28

1 14. Defendant understands, therefore, that the total maximum
2 sentence for both of the offenses to which defendant is pleading
3 guilty is: 15 years' imprisonment; a three-year period of supervised
4 release; a fine of \$500,000 or twice the gross gain or gross loss
5 resulting from the offenses, whichever is greatest; and a mandatory
6 special assessment of \$200.

7 15. 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 16. Defendant understands and agrees that the Court: (a) may
17 order defendant to pay restitution in the form of any additional
18 taxes, interest, and penalties that defendant owes to the United
19 States based upon the counts of conviction and any relevant conduct;
20 and (b) must order defendant to pay the costs of prosecution, which
21 may be in addition to the statutory maximum fine stated above.

22 17. Defendant understands that, by pleading guilty, defendant
23 may be giving up valuable government benefits and valuable civic
24 rights, such as the right to vote, the right to possess a firearm,
25 the right to hold office, and the right to serve on a jury.
26 Defendant understands that he is pleading guilty to a felony and that
27 it is a federal crime for a convicted felon to possess a firearm or
28 ammunition. Defendant understands that the convictions in this case

1 may also subject defendant to various other collateral consequences,
2 including but not limited to revocation of probation, parole, or
3 supervised release in another case and suspension or revocation of a
4 professional license. Defendant understands that unanticipated
5 collateral consequences will not serve as grounds to withdraw
6 defendant's guilty pleas.

7 18. Defendant and his counsel have discussed the fact that, and
8 defendant understands that, if defendant is not a United States
9 citizen, the convictions in this case makes it practically inevitable
10 and a virtual certainty that defendant will be removed or deported
11 from the United States. Defendant may also be denied United States
12 citizenship and admission to the United States in the future.
13 Defendant understands that while there may be arguments that
14 defendant can raise in immigration proceedings to avoid or delay
15 removal, removal is presumptively mandatory and a virtual certainty
16 in this case. Defendant further understands that removal and
17 immigration consequences are the subject of a separate proceeding and
18 that no one, including his attorney or the Court, can predict to an
19 absolute certainty the effect of his convictions on his immigration
20 status. Defendant nevertheless affirms that he wants to plead guilty
21 regardless of any immigration consequences that his pleas may entail,
22 even if the consequence is automatic removal from the United States.

23 FACTUAL BASIS

24 19. Defendant admits that defendant is, in fact, guilty of the
25 offenses to which defendant is agreeing to plead guilty. Defendant
26 and the USAO agree to the statement of facts provided below and agree
27 that this statement of facts is sufficient to support pleas of guilty
28 to the charges described in this agreement and to establish the

1 Sentencing Guidelines factors set forth in paragraph 21 below but is
2 not meant to be a complete recitation of all facts relevant to the
3 underlying criminal conduct or all facts known to either party that
4 relate to that conduct.

5 **A. Background**

6 The City of Baldwin Park, California (the "City") is a local
7 government within the County of Los Angeles, within the Central
8 District of California. The City received in excess of \$10,000 under
9 a Federal program for each of the calendar years 2017 and 2018.

10 Defendant was the City Attorney for the City from in or around
11 December 2013 until October 2022.

12 Ricardo Pacheco ("Pacheco") was elected to the City Council for
13 the City in 1997 and held that position until in or around June 2020.
14 He also served as the City's Mayor Pro Tempore from in or around
15 December 2017 to December 2018. In both roles, Pacheco was as an
16 agent of the City.

17 Person 10¹ was a councilmember on the Compton City Council from
18 in or around 2013 through 2022.

19 **B. Marijuana Permit Bribery Schemes**

20 1. Overview of the Bribery Schemes

21 In or around June 2017, the City started the process of
22 permitting the sale, cultivation, and manufacture of marijuana within
23 the City's limits. Around that same time, Pacheco decided to
24 corruptly solicit bribe payments from companies seeking marijuana
25 development agreements and related permits ("marijuana permits") in
26 the City. In exchange for the payments, Pacheco would agree to
27

28 ¹ A legend detailing the names of the masked persons and
companies is attached hereto as Exhibit B.

1 assist individuals and companies, using his official City position,
2 with obtaining marijuana permits.

3 2. Intermediary Bribery Scheme

4 As part of one of Pacheco's bribery schemes, defendant knew that
5 Pacheco was using an intermediary to funnel bribe payments to himself
6 in order to disguise the true nature of the bribe payments. The
7 scheme would operate as follows: a company seeking a marijuana permit
8 would pay the intermediary for supposed "consulting" services, the
9 intermediary would then split a portion of the money with Pacheco,
10 and Pacheco would then vote in favor of the company's desired
11 marijuana permit in exchange for the payment. Pacheco would also
12 agree to use his influence as a City Council member to ensure that
13 other members of the City Council voted in favor of the marijuana
14 permit as well.

15 The intermediary used by Pacheco was Gabriel Chavez ("Chavez"),
16 an individual defendant personally knew from previously using
17 Chavez's company's internet-marketing services for defendant's law
18 firm. In the summer of 2017, Pacheco asked defendant to provide him
19 a template of a consulting contract so that Pacheco could provide it
20 to Chavez for his use to solicit bribe payments for Pacheco.
21 Defendant complied with Pacheco's request, even though defendant knew
22 Pacheco would be utilizing the consulting contract to solicit bribe
23 payments from companies seeking marijuana permits.

24 In or around October 2017, defendant recalled that one of the
25 companies that had hired Chavez to work as their "consultant" was
26 upset when one of Chavez's client's applications got pulled from the
27 agenda. Chavez yelled at Pacheco and defendant in a parking lot
28 after a City Council meeting. Defendant cannot recall if he pulled

1 the applicant off the agenda, but if he did so, it would have only
2 been at the request of and/or with the support of a City Council
3 member because defendant lacked legal authority to remove an item off
4 the agenda on his own.

5 3. Marijuana Company 2 Bribery Scheme

6 In 2017, defendant directed Person 10 to contact Pacheco after
7 Person 10 told defendant he wanted to get clients marijuana permits
8 in the City. Defendant was friends with Person 10 and had assisted
9 him in forming his company, Consulting Company 1, in 2016 and used
10 the name of Person 18 to act as its agent, even though defendant
11 never asked Person 18 if he could use his name and Person 18 had no
12 connection to Consulting Company 1.

13 During the first meeting between defendant, Pacheco, and Person
14 10 concerning marijuana permits in 2017, Pacheco and Person 10 asked
15 defendant to step away from the conversation. Defendant understood
16 that the reason they asked him to step away was so that Pacheco and
17 Person 10 could discuss a bribery agreement. At some point in late
18 2017 or early 2018, defendant learned that Person 10 was acting as a
19 "consultant" for Marijuana Company 2 in its effort to get a marijuana
20 permit in the City and that Pacheco had agreed to assist Person 10 in
21 his efforts in exchange for bribe payments.

22 During the scheme, defendant, Pacheco, and Person 10 met in
23 person on several occasions to discuss marijuana permits for
24 Marijuana Company 2. During these meetings, defendant would provide
25 Person 10 updates on the marijuana permitting process, including the
26 status of Marijuana Company 2's permit. At various points throughout
27 the scheme, including in 2018, Pacheco would complain to defendant
28 that Person 10 had not yet paid him (Pacheco) the bribe money

1 promised to him. Defendant would then tell Person 10 that he needed
2 to pay Pacheco the bribes Pacheco requested for Person 10 to get
3 Pacheco's support for the marijuana permits for Marijuana Company 2.

4 On April 18, 2018, in accordance with Pacheco's agreement with
5 Person 10, Pacheco voted in favor of Marijuana Company 2's
6 development agreement for marijuana cultivation and manufacturing in
7 its first reading before the City Council. Each development
8 agreement before the City Council required a first and second reading
9 with at least one reading needing to occur at a regularly scheduled
10 City Council meeting. After the first reading, a majority of the
11 City Council would need to vote in favor of the development agreement
12 in order for it to proceed to a second reading. After the second
13 reading, a majority of the City Council would need to vote in favor
14 of the agreement in order for it to pass.

15 To facilitate the bribery scheme between Person 10 and Pacheco,
16 on or about May 26, 2018, acting at Person 10's direction, defendant
17 accepted a \$10,000 check with no payee from representatives of
18 Marijuana Company 2. Person 10 had directed the Marijuana Company 2
19 representatives to provide a \$10,000 check to defendant. After
20 accepting the check, defendant then gave the \$10,000 check to Person
21 19 and asked Person 19 to cash it for defendant, which Person 19 did
22 over multiple transactions. Person 19 gave defendant the \$10,000 in
23 cash, which defendant then gave to Person 10 to facilitate the
24 bribery scheme between Person 10 and Pacheco.

25 On July 18, 2018, in accordance with his agreement with Person
26 10, Pacheco voted in favor of Marijuana Company 2's development
27 agreement for marijuana cultivation and manufacturing in its second
28 reading.

1 In September 2018, Person 10 provided five separate \$10,000
2 checks drawn on the account belonging to Person 12 and asked
3 defendant to cash the checks for him. The payee line on each of the
4 checks was blank. Defendant took the checks and provided them to his
5 brother who arranged for them to be cashed. Defendant gave Person 10
6 \$44,000 in cash and withheld \$6,000 for his brother. In cashing the
7 checks for Person 10, defendant intended to facilitate the bribery
8 arrangement involving Person 10 and Pacheco.

9 On December 5, 2018, in accordance with his agreement with
10 Person 10 and after Marijuana Company 2 petitioned to change its
11 location, Pacheco voted in favor of Marijuana Company 2's amended
12 development agreement for marijuana cultivation and manufacturing in
13 its first reading. On December 19, 2018, in accordance with his
14 agreement with Person 10, Pacheco voted in favor of Marijuana Company
15 2's amended development agreement for marijuana cultivation and
16 manufacturing in its second reading.

17 4. Bribery Scheme Involving Person 20

18 In or around 2017 or 2018, Person 20, a public official,
19 approached defendant and asked him to solicit a bribe payment from a
20 company seeking a marijuana permit in the City using the same
21 intermediary scheme utilized by Pacheco. Defendant selected Person
22 19 to be the intermediary and "consultant" for Person 20, and Person
23 19 agreed to partake in the scheme with Person 20.

24 Defendant then approached Person 21, a consultant, and explained
25 that, for Person 21 to obtain a marijuana permit for her client,
26 Person 21 would need to hire Person 19 as a "consultant" for the
27 client seeking the marijuana permit and pay Person 19 \$240,000.
28 After negotiating further, Person 21 and the client, a company Person

1 21 represented, agreed to the contract. Defendant then drew up a
2 contract for \$240,000 and listed Person 19 as a "consultant." Person
3 20 wanted to receive \$200,000 from the contract and Person 19 to
4 receive the remaining \$40,000.

5 Person 21 and her client began reconsidering entering the deal
6 and told defendant they did not want to enter the deal. Person 20
7 and defendant then met with Person 21 and told Person 21 that for her
8 client to get their marijuana permit, Person 21 and her client would
9 have to pay Person 19. Person 21 responded that they would pay the
10 "consulting" contract for Person 19 but not for \$240,000. Person 21
11 and her client ultimately signed a contract with Person 19.

12 Defendant later became concerned that Person 21 and/or her
13 client might report the scheme to law enforcement, since they were so
14 resistant to agreeing to the deal in the first instance. Defendant
15 then drafted a notice for Person 19 to notify Person 21 and her
16 client that Person 19 would be canceling his "consulting" contract
17 with them. Defendant then told Person 20 that defendant would not
18 provide him/her the money from contract.

19 **C. Funneling \$30,000 in Cash to Person 20's Campaign**

20 Starting in 2017 and ending in November 2018, Person 20 was
21 running for State elected office. To raise campaign funds, Person 20
22 asked defendant on two occasions to provide him/her \$15,000 in cash
23 that Person 20 could then funnel to other individuals to make conduit
24 contributions to his/her campaign. Person 20 wanted these small
25 donations to demonstrate to other donors his/her broad support
26 amongst the community. Defendant agreed on both occasions to provide
27 the cash because he believed Person 20 could remove defendant as City
28

1 Attorney and understood that Person 20 would provide defendant
2 additional work if he/she were elected to State office.

3 In or around October 2017, while in the primary for his/her
4 election, Person 20 first asked defendant for \$15,000 in cash.
5 Defendant agreed to provide it and then withdrew \$15,000 from the
6 Tafoya & Garcia, LLP account at Wells Fargo in four transactions
7 between October 25, 2017 and October 26, 2017. Defendant then met
8 with Person 20 and provided him/her the \$15,000 in cash in an
9 envelope.

10 After Person 20 won his/her primary in June 2018, Person 20 once
11 more solicited \$15,000 in cash from defendant in order to further
12 engage in the conduit contribution scheme described above. Defendant
13 agreed but, before providing the money, wanted assurances from Person
14 20 that he/she would take care of defendant, protect his job as the
15 City Attorney, and assist defendant financially or professionally in
16 his/her official capacity if he/she obtained State elected office.
17 Person 20 agreed, and defendant withdrew \$15,000 in cash, which he
18 provided to Person 20.

19 **D. Defendant Evades Payment of Taxes**

20 Defendant had control of the bank accounts associated with
21 Tafoya & Garcia, LLP and Tafoya Law Group, APC. At least in or
22 around April 2012 when he received a letter from the Internal Revenue
23 Service ("IRS") informing him of a collection for tax years 2007 and
24 2010, defendant knew he had personal tax liability to the IRS and
25 that the IRS was actively attempting to collect defendant's
26 outstanding tax liability, including penalties and interest. Among
27 the efforts made by the IRS to collect defendant's tax liability
28 included the following: (1) an IRS letter from April 2015 informing

1 him that taxes were still owed for tax year 2013 and that his
2 passport may be denied or revoked; (2) an IRS letter from April 2017
3 letter informing him that a levy would be put in place related to tax
4 years 2007, 2010, 2013, and 2014; (3) an IRS letter from November
5 2018 informing him of additional tax due and owing for tax year 2015;
6 (4) an IRS letter from March 2019 informing him of his balance due
7 and owing for tax years 2016 and 2017; and (5) an IRS letter from
8 November 2019 informing him of his balance due and owing for tax year
9 2018.

10 From in or around June 2017 through in or around October 2020,
11 in Los Angeles County and elsewhere, defendant willfully and
12 affirmatively attempted to evade and defeat the payment of a
13 substantial part of \$650,626.90 in tax liability. Defendant and the
14 USAO agree that \$650,626.90 constitutes the applicable tax loss under
15 U.S.S.G. § 2T1.1(a)(1). To evade payment of these taxes, penalties,
16 and fees, defendant committed the following affirmative acts, among
17 others, the likely effect of each of which would be to mislead or
18 conceal from the IRS defendant's assets and ability to pay
19 defendant's outstanding taxes:

- 20 • On or about June 14, 2017, defendant transferred \$120,000
21 from his personal bank account to Person 22, a personal
22 friend in Arizona, for, according to the wire transfer's
23 details line, the "Purchase of Shares;" defendant later
24 directed Person 22 to repay \$100,000 of the \$120,000
25 payment to Person 23, a relative of defendant;
- 26 • On or about September 16, 2019, defendant transferred
27 \$150,000 from his Tafoya Law Group, APC bank account via
28 wire transfer to Person 23 to facilitate the purchase of a

1 home in Mexico for Person 23 and indicated in the memo line
2 of the wire transfer: "Other home loan repayment;"

3 • On or about September 17, 2019, defendant transferred
4 \$50,000 from his personal bank account via wire transfer to
5 Person 23 to facilitate the purchase of a home in Mexico
6 for Person 23 and indicated in the memo line of the wire
7 transfer "loan repayment. Thanks [Person 23];" and

8 • On or about December 26, 2019, defendant transferred
9 \$12,889 from his Tafoya & Garcia, LLP bank account via wire
10 transfer to an international title company to facilitate
11 the purchase of a home in Mexico for Person 23.

12 While defendant purchased the home for Person 23, defendant intended
13 to and has used the home in Mexico he purchased for Person 23.

14 Defendant and USAO agree that defendant owed as of October 2020
15 \$650,626.90 in restitution related to his evasion of payment of his
16 taxes and that as of August 2021, defendant paid the restitution owed
17 in connection with this offense.

18 SENTENCING FACTORS

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

1 appropriate up to the maximum set by statute for the crimes of
2 conviction.

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

5 Count One

6	Base Offense Level:	14	U.S.S.G. § 2C1.1(a) (2)
7	-More than One Bribe	+2	U.S.S.G. § 2C1.1(a) (1)
8	-Value of the Bribes	+6	U.S.S.G. § 2C1.1(b) (2), U.S.S.G § 2B1.1(b) (2) (1) (D)
9	-Involved Elected Public 10 Official	+4	U.S.S.G. § 2C1.1(b) (3)

11 Count Two

12	Base Offense Level:	20	U.S.S.G. § 2T1.1(a) (1), U.S.S.G. § 2T4.1(H)
13	<u>Multi-Count Adjustment</u>	+1	U.S.S.G. § 3D1.4 (b)

14
15 Defendant and the USAO reserve the right to argue that additional
16 specific offense characteristics, adjustments, and departures under
17 the Sentencing Guidelines are appropriate.

18 22. Defendant understands that there is no agreement as to
19 defendant's criminal history or criminal history category.

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

24 WAIVER OF CONSTITUTIONAL RIGHTS

25 24. Defendant understands that by pleading guilty, defendant
26 gives up the following rights:

- 27 a. The right to persist in a plea of not guilty.
- 28 b. The right to a speedy and public trial by jury.

1 c. The right to be represented by counsel -- and if
2 necessary have the Court appoint counsel -- at trial. Defendant
3 understands, however, that, defendant retains the right to be
4 represented by counsel -- and if necessary have the Court appoint
5 counsel -- at every other stage of the proceeding.

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

9 e. The right to confront and cross-examine witnesses
10 against defendant.

11 f. The right to testify and to present evidence in
12 opposition to the charges, including the right to compel the
13 attendance of witnesses to testify.

14 g. The right not to be compelled to testify, and, if
15 defendant chose not to testify or present evidence, to have that
16 choice not be used against defendant.

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

20 WAIVER OF APPEAL OF CONVICTION

21 25. Defendant understands that, with the exception of an appeal
22 based on a claim that defendant's guilty pleas were involuntary, by
23 pleading guilty defendant is waiving and giving up any right to
24 appeal defendant's convictions on the offenses to which defendant is
25 pleading guilty. Defendant understands that this waiver includes,
26 but is not limited to, arguments that the statutes to which defendant
27 is pleading guilty are unconstitutional, and any and all claims that
28

1 the statement of facts provided herein is insufficient to support
2 defendant's pleas of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 26. Defendant agrees that, provided the Court imposes a term of
5 imprisonment within or below the range corresponding to an offense
6 level of 23 and the criminal history category calculated by the
7 Court, defendant gives up the right to appeal all of the following:
8 (a) the procedures and calculations used to determine and impose any
9 portion of the sentence; (b) the term of imprisonment imposed by the
10 Court; (c) the fine imposed by the Court, provided it is within the
11 statutory maximum; (d) to the extent permitted by law, the
12 constitutionality or legality of defendant's sentence, provided it is
13 within the statutory maximum; (e) the term of probation or supervised
14 release imposed by the Court, provided it is within the statutory
15 maximum; and (f) any of the following conditions of probation or
16 supervised release imposed by the Court: the conditions set forth in
17 Second Amended General Order 20-04 of this Court; the drug testing
18 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
19 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

20 27. The USAO agrees that, provided (a) all portions of the
21 sentence are at or below the statutory maximum specified above and
22 (b) the Court imposes a term of imprisonment within or above the
23 range corresponding to an offense level of 23 and the criminal
24 history category calculated by the Court, the USAO gives up its right
25 to appeal any portion of the sentence.

26 RESULT OF WITHDRAWAL OF GUILTY PLEA

27 28. Defendant agrees that if, after entering guilty pleas
28 pursuant to this agreement, defendant seeks to withdraw and succeeds

1 in withdrawing defendant's guilty pleas on any basis other than a
2 claim and finding that entry into this plea agreement was
3 involuntary, then (a) the USAO will be relieved of all of its
4 obligations under this agreement, including in particular its
5 obligations regarding the use of Cooperation Information; and (b) in
6 any investigation, criminal prosecution, or civil, administrative, or
7 regulatory action, defendant agrees that any Cooperation Information
8 and any evidence derived from any Cooperation Information shall be
9 admissible against defendant, and defendant will not assert, and
10 hereby waives and gives up, any claim under the United States
11 Constitution, any statute, or any federal rule, that any Cooperation
12 Information or any evidence derived from any Cooperation Information
13 should be suppressed or is inadmissible.

14 EFFECTIVE DATE OF AGREEMENT

15 29. This agreement is effective upon signature and execution of
16 all required certifications by defendant, defendant's counsel, and an
17 Assistant United States Attorney.

18 BREACH OF AGREEMENT

19 30. Defendant agrees that if defendant, at any time after the
20 signature of this agreement and execution of all required
21 certifications by defendant, defendant's counsel, and an Assistant
22 United States Attorney, knowingly violates or fails to perform any of
23 defendant's obligations under this agreement ("a breach"), the USAO
24 may declare this agreement breached. For example, if defendant
25 knowingly, in an interview, before a grand jury, or at trial, falsely
26 accuses another person of criminal conduct or falsely minimizes
27 defendant's own role, or the role of another, in criminal conduct,
28 defendant will have breached this agreement. All of defendant's

1 obligations are material, a single breach of this agreement is
2 sufficient for the USAO to declare a breach, and defendant shall not
3 be deemed to have cured a breach without the express agreement of the
4 USAO in writing. If the USAO declares this agreement breached, and
5 the Court finds such a breach to have occurred, then:

6 a. If defendant has previously entered guilty pleas
7 pursuant to this agreement, defendant will not be able to withdraw
8 the guilty pleas.

9 b. The USAO will be relieved of all its obligations under
10 this agreement; in particular, the USAO: (i) will no longer be bound
11 by any agreements concerning sentencing and will be free to seek any
12 sentence up to the statutory maximum for the crimes to which
13 defendant has pleaded guilty; and (ii) will no longer be bound by any
14 agreement regarding the use of Cooperation Information and will be
15 free to use any Cooperation Information in any way in any
16 investigation, criminal prosecution, or civil, administrative, or
17 regulatory action.

18 c. The USAO will be free to criminally prosecute
19 defendant for false statement, obstruction of justice, and perjury
20 based on any knowingly false or misleading statement by defendant.

21 d. In any investigation, criminal prosecution, or civil,
22 administrative, or regulatory action: (i) defendant will not assert,
23 and hereby waives and gives up, any claim that any Cooperation
24 Information was obtained in violation of the Fifth Amendment
25 privilege against compelled self-incrimination; and (ii) defendant
26 agrees that any Cooperation Information and any Plea Information, as
27 well as any evidence derived from any Cooperation Information or any
28 Plea Information, shall be admissible against defendant, and

1 defendant will not assert, and hereby waives and gives up, any claim
2 under the United States Constitution, any statute, Rule 410 of the
3 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
4 Criminal Procedure, or any other federal rule, that any Cooperation
5 Information, any Plea Information, or any evidence derived from any
6 Cooperation Information or any Plea Information should be suppressed
7 or is inadmissible.

8 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

9 OFFICE NOT PARTIES

10 31. Defendant understands that the Court and the United States
11 Probation and Pretrial Services Office are not parties to this
12 agreement and need not accept any of the USAO's sentencing
13 recommendations or the parties' agreements to facts or sentencing
14 factors.

15 32. Defendant understands that both defendant and the USAO are
16 free to: (a) supplement the facts by supplying relevant information
17 to the United States Probation and Pretrial Services Office and the
18 Court; (b) correct any and all factual misstatements relating to the
19 Court's Sentencing Guidelines calculations and determination of
20 sentence; and (c) argue on appeal and collateral review that the
21 Court's Sentencing Guidelines calculations and the sentence it
22 chooses to impose are not error, although each party agrees to
23 maintain its view that the sentencing calculations set forth above
24 are consistent with the facts of this case. This paragraph permits
25 both the USAO and defendant to submit full and complete factual
26 information to the United States Probation and Pretrial Services
27 Office and the Court, even if that factual information may be viewed
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1 as inconsistent with the Factual Basis or Sentencing Factors agreed
2 to in this agreement.

3 33. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty pleas, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

35. 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

E. MARTIN ESTRADA
United States Attorney

Thomas Rybarczyk

THOMAS F. RYBARCZYK
LINDSEY GREER DOTSON
MICHAEL J. MORSE
Assistant United States Attorneys

8/4/2023

Date

Robert Manuel Nacionales Tafoya

ROBERT MANUEL NACIONALES TAFOYA
Defendant

8/1/23

Date

Mark Werksman

MARK WERKSMAN
Attorney for Defendant ROBERT
MANUEL NACIONALES TAFOYA

8/2/2023

Date

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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 charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



8/1/23

ROBERT MANUEL NACIONALLES TAFOYA
Defendant

Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am ROBERT MANUEL NACIONALES TAFOYA'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 guilty pleas pursuant to this agreement.



MARK WERKSMAN
Attorney for Defendant ROBERT
MANUEL NACIONALES TAFOYA

8/2/2023

Date

EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ROBERT MANUEL NACIONALES TAFOYA,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 666(a)(2):
Federal Program Bribery;
26 U.S.C. § 7201: Evasion
of Payment of Tax]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. The City of Baldwin Park, California (the "City") was a local government located in Los Angeles County within the Central District of California. The City received in excess of \$10,000 under federal programs in both 2017 and 2018.
2. The City was governed, in part, by its City Council, which adopted legislation, set policy, adjudicated issues, and established the budget for the City.
3. The City Council was comprised of four City Council members and a mayor, all of whom were elected at large by the City's registered voters.

1 4. Ricardo Pacheco ("Pacheco") was first elected to the City
2 Council in 1997 and held that elected position until 2020. He also
3 previously served as the City's Mayor Pro Tempore. In both roles,
4 Pacheco was an agent of the City.

5 5. Person 10 was an elected official who agreed to represent
6 Marijuana Company 2 in its pursuit of a marijuana permit from the
7 City.

8 6. Defendant ROBERT MANUEL NACIONALES TAFOYA was the City
9 Attorney for the City from in or around December 2013 until October
10 2022. Defendant TAFOYA was a resident of Covina, California.

11 7. Defendant TAFOYA had control of the bank accounts
12 associated with Tafoya & Garcia, LLP and Tafoya Law Group, APC.

13 8. Beginning at least in or around April 2012, defendant
14 TAFOYA knew that he had personal tax liability to the Internal
15 Revenue Service ("IRS") when the IRS actively attempted to collect
16 defendant TAFOYA's outstanding tax liability, including penalties and
17 interest, which totaled approximately \$650,626.90 as of October 2020.

18 9. Defendant TAFOYA subsequently paid the tax liability he
19 owed in August 2021.

20 10. These Introductory Allegations are incorporated into each
21 count of this Information.

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COUNT ONE

[18 U.S.C. §§ 666(a)(2), 2(a)]

A. THE SCHEME

1. In or around June 2017, the City started the process of permitting the sale, cultivation, and manufacture of marijuana within the City's limits. Shortly thereafter, Pacheco decided to corruptly solicit bribe payments from companies seeking marijuana development agreements and related permits ("marijuana permits") in the City. In exchange for the payments, Pacheco would agree to assist and assist the companies, using his official City position, with obtaining marijuana permits.

2. In 2017, defendant ROBERT MANUEL NACIONALES TAFOYA directed Person 10 to Pacheco after Person 10 told defendant TAFOYA he wanted to get clients marijuana permits in the City. Defendant TAFOYA understood at the time he referred Person 10 to Pacheco that Pacheco would solicit bribe payments from Person 10.

3. At some point in late 2017 or early 2018, defendant TAFOYA learned that Person 10 was acting as a "consultant" for Marijuana Company 2 in its effort to get a marijuana permit in the City and Pacheco had agreed to assist Person 10 in his efforts in exchange for bribe payments.

4. During the scheme, defendant TAFOYA, Pacheco, and Person 10 met in person on several occasions to discuss marijuana permits for Marijuana Company 2. Defendant TAFOYA would provide Person 10 updates on the marijuana permitting process, including the status of Marijuana Company 2's permit. At various points throughout the scheme, including during 2018, Pacheco would complain to defendant TAFOYA that Person 10 had not yet paid him the bribe money promised

1 to Pacheco. Defendant TAFOYA would then tell Person 10 that he
2 needed to pay Pacheco the bribes Pacheco requested for Person 10 to
3 get Pacheco's support for the marijuana permits for Marijuana Company
4 2.

5 5. To help conceal and facilitate the bribery scheme between
6 Person 10 and Pacheco, Person 10 asked defendant TAFOYA on at least
7 two occasions to cash checks from Marijuana Company 2 and provide the
8 cash back to Person 10. Defendant TAFOYA agreed to the requests,
9 cashed the checks, and returned cash to Person 10.

10 B. THE BRIBERY

11 6. Beginning in or around August 2017 and continuing to in or
12 around December 2018, in Los Angeles County, within the Central
13 District of California, defendant TAFOYA, aiding and abetting
14 Pacheco, Person 10, and others, corruptly gave, offered, and agreed
15 to give something of value to a person, namely, at least \$54,000 in
16 cash from Marijuana Company 2 to Person 10, intending to influence
17 and reward Pacheco, an agent of the City, in connection with a
18 business, transaction, and series of transactions of the City having
19 a value of \$5,000 or more, specifically, the City's approval and
20 awarding of marijuana development agreements and related permits.

COUNT TWO

[26 U.S.C. § 7201]

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3 1. From in or around June 2017 through in or around October
4 2020, in Los Angeles County, within the Central District of
5 California, and elsewhere, defendant ROBERT MANUEL NACIONALES TAFOYA,
6 a resident of Los Angeles County, California, willfully and
7 affirmatively attempted to evade and defeat the payment of a
8 substantial part of \$650,626.90 in taxes and additions to taxes then
9 due and owing by defendant TAFOYA to the United States of America,
10 specifically, penalties and interest, for the calendar years 2007,
11 2010, 2013, 2014, 2015, 2016, 2017, and 2018, which had been assessed
12 against defendant TAFOYA, by committing the following affirmative
13 acts, among others, the likely effect of each of which would be to
14 mislead or conceal defendant TAFOYA's assets and ability to pay
15 defendant TAFOYA's outstanding taxes from the IRS:

16 a. On or about June 14, 2017, defendant TAFOYA
17 transferred \$120,000 from his personal bank account to Person 22, a
18 personal friend in Arizona, for, according to the wire transfer's
19 details line, the "Purchase of Shares;" defendant TAFOYA later
20 directed Person 22 to repay \$100,000 of the \$120,000 payment to
21 Person 23, a relative of defendant TAFOYA;

22 b. On or about September 16, 2019, defendant TAFOYA
23 transferred \$150,000 from his Tafoya Law Group, APC bank account via
24 wire transfer to Person 23 to facilitate the purchase of a home in
25 Mexico for Person 23;

26 c. On or about September 17, 2019, defendant TAFOYA
27 transferred \$50,000 from his personal bank account via wire transfer
28

1 to Person 23 to facilitate the purchase of a home in Mexico for
2 Person 23; and

3 d. On or about December 26, 2019, defendant TAFOYA
4 transferred \$12,889 from his Tafoya & Garcia, LLP bank account via
5 wire transfer to an international title company to facilitate the
6 purchase of a home in Mexico for Person 23.

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E. MARTIN ESTRADA
United States Attorney

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11

MACK E. JENKINS
Assistant United States Attorney
Chief, Criminal Division

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LINDSEY GREER DOTSON
Assistant United States Attorney
Chief, Public Corruption and
Civil Rights Section

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THOMAS F. RYBARCZYK
Assistant United States Attorney
Public Corruption and Civil
Rights Section

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MICHAEL J. MORSE
Assistant United States Attorney
Public Corruption and Civil
Rights Section

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EXHIBIT B

